



Tuesday, March 5, 2024  
5:00 PM

**City Council**  
**Tuesday Meeting Agenda**

**Council Chambers**  
**200 Forrest Street**

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**Call to Order**

**Call to Prayer and Pledge of Allegiance**

**Presentation Agenda**

- **Agenda Adjustments - add Policy Item #21 at the request of the Administration as follows:**

21.     **2024-141**     Acknowledge Bids received November 16, 2023, for Timberton Park Complex Project and accept the bid from Culpepper Construction & Masonry, LLC., in the base bid amount of \$2,718,423.68, alternate #3 in the amount of \$64,900.00, alternate # 4 in the amount of \$15,340.00, and alternate #5 in the amount of \$109,740.00 for a total of \$2,908,403.68; authorize the Mayor to execute contracts upon preparation.

**POLICY AGENDA**

1.     **2024-115**     Approve the minutes for the February 20, 2024 meeting of the City Council.
2.     **2024-16**     Take from the Table; Approve a preliminary plat for a major subdivision filed by Hunter Andrews, representative, and Jason Graham, owner. The property is known as "Hattiesburg Market Place", located along US Highway 98 in Lamar County, Ward 3.
3.     **2024-68**     Take from the Table; Approve a variance request made by Stacey and Doug Thompson, owners, to deviate from the minimum 5ft width sidewalk requirement to instead allow for a 0ft sidewalk for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2. The Board of Adjustments recommended to deny on January 3rd, 2024.
4.     **2024-124**     Adopt a Resolution declaring the intention of the Mayor and City Council of the City of Hattiesburg, Mississippi (The "City"), to issue General Obligation Bonds of the City and/or issue a General Obligation Bond of the City for sale to the Mississippi Development Bank (The "Bank"), in one or more taxable or tax-exempt series, all in an aggregate principal amount not exceed Seven Million Five Hundred Thousand

Dollars (\$7,500,000) for various Capital Improvements Projects within the City as provided herein; directing the publication of a notice of such intention; and for related purposes.

5.      **2024-125**      Adopt a Resolution of the Mayor and the City Council of the City of Hattiesburg, Mississippi (the City") authorizing the employment of Professionals in connection with the sale and issuance by the City of General Obligation Bonds of the City and/or a General Obligation Bond of the City for sale to the Mississippi Development Bank (the "City Bond"), in one or more taxable or tax-exempt series, all in an aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000); and for related purposes.
6.      **2024-126**      Approve a Contract between City of Hattiesburg and Shows Dearman & Waits Engineering to provide professional engineering services related to the citywide water meter replacement project and authorize the Mayor to execute any and all documents necessary.
7.      **2024-116**      Adopt a Resolution setting Public Hearing on Monday, April 1<sup>st</sup>, 2024 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.
8.      **2024-127**      Adopt a Resolution declaring computer equipment surplus (per attached list) and authorize disposal of said equipment; authorize removal of equipment from city inventory.
9.      **2024-128**      Adopt a Resolution declaring one (1) 1999 Dodge Caravan Passenger as surplus and authorize disposal of said vehicle and removal of the vehicle from city inventory.
10.     **2024-117**      Approve Agreement renewal (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.
11.     **2024-129**      Approve Agreement between the City of Hattiesburg and Southern Pines Animal Shelter for the operation and administration of the Animal Shelter for animal intake by Hattiesburg Animal Control and citizens of the City of Hattiesburg as outlined herein, and authorize the Mayor to execute.
12.     **2024-118**      Approve Sponsorship Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, for advertisement sponsorship for their Annual Meeting, March 28, 2024, in accordance with Mississippi 17-3-1, in the amount of 2,500.00; authorize issuance of manual check and the Mayor to execute the same.



13.     **2024-120**     Approve the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP).
14.     **2024-130**     Approve the Supplemental Environmental Project Clean Start Hattiesburg; a sewer service line replacement/repair program.
15.     **2024-131**     Approve Change Order No. 3 with Phoenix Construction, LLC for the Jaycee Park Improvements project to add installation of temporary and permanent panel boxes for a contract increase of \$2,012.50; authorize the Mayor to execute the same.
16.     **2024-132**     Acknowledge bids received February 15, 2024 for the Highway 11 Lighting project and accept the bid from R & W Electric in the amount of \$798,107.50 as the lowest and best bid received; authorize the Mayor to execute contracts upon preparation.
17.     **2024-133**     Acknowledge bids received February 22, 2024, for Tatum Park Restroom & Pavilion Improvements Project and accept the base bid and additive alternate # 1 from JW Chain Contractors, LLC., in the amount of \$285,000.00 and \$174,400.00 respectively for a total of \$459,400.00; authorize the Mayor to execute contracts upon preparation.
18.     **2024-134**     Acknowledge receipt of a Temporary Easement from H.T.R. Development, LLC for 127 Buschman Street for the purposes of constructing public improvements.
19.     **2024-135**     Ratify and confirm the Mayor's appointment of Andie Szabo to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning March 5, 2024, and ending March 4, 2027.
20.     **2024-136**     Ratify and confirm the Mayor's appointment of Mike Carpenter to the Police Citizens Review Board for a term beginning March 5, 2024, and ending March 4, 2028.

#### **ROUTINE AGENDA**

1.     **2024-119**     Acknowledge receipt of the monthly budget report for the month ending February 29, 2024.
2.     **2024-123**     Acknowledge receipt of the two-quote docket.
3.     **2024-137**     Approve Specifications and Authorize publication of Advertisement for one (1) or more Chasis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck(s).
4.     **2024-138**     Approve Specifications for one (1) or more 28 cubic yard grapple truck and authorize advertisement for the same.

5.      **2024-139**      Approve Specifications and Authorize publication of Citywide Water Meter Replacement Project.
6.      **2024-121**      Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
7.      **2024-122**      Approve claims docket for the period ending February 29, 2024.

**In Memoriam:**

- Mr. Marcus Walker

**Meeting Adjourn**



# Memorandum

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

**From:**

**cc:**

**Date:** Tuesday, March 5, 2024

**Re:** Acknowledge Bids received November 16, 2023, for Timberton Park Complex Project and accept the bid from Culpepper Construction & Masonry, LLC., in the base bid amount of \$2,718,423.68, alternate #3 in the amount of \$64,900.00, alternate # 4 in the amount of \$15,340.00, and alternate #5 in the amount of \$109,740.00 for a total of \$2,908,403.68; and authorize the Mayor to execute contracts upon preparation.  
File Number: 2024-141  
Minute Book #

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## Summary

## Recommendation Statement

Please place this on the March 5, 2024 City Council meeting for consideration.



NEEL-SCHAFFER

March 5, 2024  
N-S Project No. 14180.000

Mayor Toby Barker  
City of Hattiesburg  
P O Box 1898  
Hattiesburg, Mississippi 39403-1898

REFERENCE: TIMBERTON SOFTBALL COMPLEX  
HATTIESBURG, MS  
FEMA DISASTER #4295 – PROJECT #44

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were three (3) bids submitted, opened, and read at the bid opening on November 16, 2023, at 10:00 am.

It is our understanding that the City of Hattiesburg intends to award the (Base Bid), (Add Alt. #3), (Add Alt. #4), and (Add Alt. #5). Upon review and tabulation of the bids received and opened, this makes Culpepper Construction & Masonry, LLC the low bidder in the amount of \$2,718,423.68 (Base Bid), \$64,900.00 (Add Alt. #3), \$15,340.00 (Add Alt. #4), and \$109,740.00 (Add Alt. #5). This makes the total awarded amount \$2,908,403.68.

The bid tabulation also notes several mathematical errors in which the bids submitted by all three bidders at the opening reflected an incorrect amount. This amount has been corrected on the attached certified bid tabulation.

As stated in the last sentence of the Advertisement, “The owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.” Accordingly, it is our recommendation that the City of Hattiesburg review all bids submitted and the enclosed bid tabulation when deciding to award a contract or reject all bids.

If you have any questions, please give me a call. Thank you for your time and attention to this matter.

Sincerely,  
NEEL-SCHAFFER, INC.

Austin Lovitt, ASLA  
Project Manager

engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street

Hattiesburg, MS 39401

[www.neel-schaffer.com](http://www.neel-schaffer.com)



CITY OF HATTIESBURG  
TIMBERTON SOFTBALL COMPLEX  
CITY OF HATTIESBURG, MISSISSIPPI

| Base Bid     |                                                           |               |      | Culpepper Construction & Masonry, LLC<br>60 Hartfield Road<br>Poplarville, MS 39470 |                      |                                        | Chris Albritton Construction Co. Inc.<br>2100 Bush Dairy Road<br>Laurel, MS 39443 |                      |                                        | Anderson Construction of MS<br>6188 Highway 198<br>Lucedale, MS 39452 |                      |                                        |
|--------------|-----------------------------------------------------------|---------------|------|-------------------------------------------------------------------------------------|----------------------|----------------------------------------|-----------------------------------------------------------------------------------|----------------------|----------------------------------------|-----------------------------------------------------------------------|----------------------|----------------------------------------|
| Pay Item No. | Description                                               | Plan Quantity | Unit | Unit Price                                                                          | Corrected Item Total | Bid Tab reflected incorrect Price Ext. | Unit Price                                                                        | Corrected Item Total | Bid Tab reflected incorrect Price Ext. | Unit Price                                                            | Corrected Item Total | Bid Tab reflected incorrect Price Ext. |
| 620-A        | MOBILIZATION, SITE SECURITY, AND STORAGE                  | 1             | LS   | xxx                                                                                 | \$78,000.00          |                                        | xxx                                                                               | \$280,000.00         |                                        | xxx                                                                   | \$370,147.62         |                                        |
| 907-242-PP   | CONSTRUCTION OF MAIN PRESS BOX, PER PLANS                 | 1             | LS   | xxx                                                                                 | \$628,800.00         |                                        | xxx                                                                               | \$677,000.00         |                                        | xxx                                                                   | \$577,988.02         |                                        |
| 907-258-PP   | INSTALLATION OF PUBLIC ADDRESS SYSTEM, PER PLANS          | 1             | EACH | \$43,320.00                                                                         | \$43,320.00          |                                        | \$43,320.00                                                                       | \$43,320.00          |                                        | \$59,325.00                                                           | \$59,325.00          |                                        |
| 907-258-PP   | INSTALLATION OF SCOREBOARDS, PER PLANS                    | 4             | EACH | \$7,560.00                                                                          | \$30,240.00          |                                        | \$10,000.00                                                                       | \$40,000.00          |                                        | \$23,649.70                                                           | \$94,598.80          |                                        |
| 907-242-PP   | CONSTRUCTION OF DUGOUTS, PER PLANS                        | 10            | EACH | \$6,600.00                                                                          | \$66,000.00          |                                        | \$13,278.00                                                                       | \$132,780.00         |                                        | \$15,416.07                                                           | \$154,160.70         |                                        |
| 907-258-PP   | INSTALLATION OF HVAC SYSTEM, PER PLANS                    | 1             | EACH | \$56,640.00                                                                         | \$56,640.00          |                                        | \$62,590.00                                                                       | \$62,590.00          |                                        | \$39,380.50                                                           | \$39,380.50          |                                        |
| 907-242-PP   | INFIELD CLEANING, PER PLANS                               | 84,860        | SF   | \$0.92                                                                              | \$78,071.20          | \$78,105.14                            | \$0.40                                                                            | \$33,944.00          |                                        | \$0.61                                                                | \$51,764.60          | \$51,777.26                            |
| 907-242-PP   | CONSTRUCTION OF BALL FIELD FENCE, PER PLANS               | 2,045         | LF   | \$34.22                                                                             | \$69,979.90          | \$70,082.15                            | \$30.00                                                                           | \$61,350.00          |                                        | \$31.24                                                               | \$63,885.80          | \$63,884.31                            |
| 907-242-PP   | CONSTRUCTION OF BALL FIELD BACKSTOPS, PER PLANS           | 500           | LF   | \$224.20                                                                            | \$112,100.00         |                                        | \$192.00                                                                          | \$96,000.00          |                                        | \$196.18                                                              | \$98,090.00          | \$98,089.75                            |
| 907-242-PP   | CONSTRUCTION OF CHAIN LINK GATES, PER PLANS               | 6             | EACH | \$1,121.00                                                                          | \$6,726.00           |                                        | \$1,225.00                                                                        | \$7,350.00           |                                        | \$1,491.38                                                            | \$8,948.28           |                                        |
| 907-242-PP   | INSTALLATION OF BLEACHERS, PER PLANS                      | 12            | EACH | \$2,065.00                                                                          | \$24,780.00          |                                        | \$1,860.00                                                                        | \$22,320.00          |                                        | \$4,385.75                                                            | \$52,629.00          | \$52,628.98                            |
| 907-403-PP   | WALKING TRAIL PAVING, PER PLANS                           | 635           | LF   | \$31.86                                                                             | \$20,231.10          |                                        | \$84.00                                                                           | \$53,340.00          |                                        | \$45.36                                                               | \$28,803.60          | \$28,805.24                            |
| 907-242-PP   | CONSTRUCTION OF ENTRANCE SIGN AND TRAFFIC SIGN, PER PLANS | 1             | LS   | xxx                                                                                 | \$2,950.00           |                                        | xxx                                                                               | \$1,320.00           |                                        | xxx                                                                   | \$6,000.00           |                                        |
| 907-258-PP   | INSTALLATION OF PICNIC TABLE, PER PLANS                   | 1             | EA   | \$2,360.00                                                                          | \$2,360.00           |                                        | \$2,040.00                                                                        | \$2,040.00           |                                        | \$3,360.00                                                            | \$3,360.00           |                                        |
| 907-258-PP   | INSTALLATION OF FLAGPOLE, PER PLANS                       | 1             | EA   | \$11,800.00                                                                         | \$11,800.00          |                                        | \$5,760.00                                                                        | \$5,760.00           |                                        | \$11,193.60                                                           | \$11,193.60          |                                        |
| 907-601-PP   | HEADWALL, PER PLANS                                       | 1             | EA   | \$5,900.00                                                                          | \$5,900.00           |                                        | \$3,600.00                                                                        | \$3,600.00           |                                        | \$11,065.29                                                           | \$11,065.29          |                                        |
| 907-242-PP   | CONSTRUCTION OF TRASH RECEPTACLE ENCLOSURE                | 1             | LS   | xxx                                                                                 | \$4,720.00           |                                        | xxx                                                                               | \$4,460.00           |                                        | xxx                                                                   | \$5,181.77           |                                        |
| 907-683-PP   | QUAD-WOOD POLE                                            | 16            | EACH | \$14,868.00                                                                         | \$237,888.00         |                                        | \$15,000.00                                                                       | \$240,000.00         |                                        | \$16,262.51                                                           | \$260,200.16         |                                        |
| 907-683-PP   | QUAD-LIGHT FIXTURES                                       | 148           | EACH | \$1,974.14                                                                          | \$292,172.72         | \$292,172.22                           | \$1,750.00                                                                        | \$259,000.00         |                                        | \$1,796.70                                                            | \$265,911.60         |                                        |
| 907-682-PP   | QUAD-BALL FIELD LIGHT CIRCUITS                            | 5,600         | LF   | \$24.78                                                                             | \$138,768.00         |                                        | \$26.00                                                                           | \$145,600.00         |                                        | \$27.20                                                               | \$152,320.00         | \$152,333.54                           |
| 907-682-PP   | QUAD-SCOREBOARD CIRCUITS                                  | 1,400         | LF   | \$12.04                                                                             | \$16,856.00          |                                        | \$17.00                                                                           | \$23,800.00          |                                        | \$18.25                                                               | \$25,550.00          | \$25,546.90                            |
| 907-682-PP   | QUAD-PULL BOX                                             | 4             | EACH | \$1,652.00                                                                          | \$6,608.00           |                                        | \$2,140.00                                                                        | \$8,560.00           |                                        | \$2,653.50                                                            | \$10,614.00          |                                        |
| 907-682-F    | QUAD-POWER AND CONTROL PANELS                             | 1             | LS   | xxx                                                                                 | \$133,222.00         |                                        | xxx                                                                               | \$90,860.00          |                                        | xxx                                                                   | \$93,338.00          |                                        |
| 907-684-PP   | QUAD PARKING LOT-PARKING LIGHT FOUNDATION                 | 7             | EACH | \$2,436.70                                                                          | \$17,056.90          |                                        | \$1,800.00                                                                        | \$12,600.00          |                                        | \$2,777.51                                                            | \$19,442.57          |                                        |
| 907-683-PP   | QUAD PARKING LOT-PARKING LIGHT ASSEMBLY                   | 7             | EACH | \$3,835.00                                                                          | \$26,845.00          |                                        | \$4,050.00                                                                        | \$28,350.00          |                                        | \$4,164.05                                                            | \$29,148.35          |                                        |
| 907-682-PP   | QUAD PARKING LOT-PARKING LIGHT CIRCUITS                   | 1,200         | LF   | \$19.92                                                                             | \$23,904.00          |                                        | \$13.00                                                                           | \$15,600.00          |                                        | \$16.57                                                               | \$19,884.00          | \$19,880.15                            |
| 907-683-PP   | WALKING TRAIL-TRAIL LIGHT ASSEMBLY                        | 9             | EACH | \$3,044.40                                                                          | \$27,399.60          |                                        | \$3,175.00                                                                        | \$28,575.00          |                                        | \$3,264.57                                                            | \$29,381.13          |                                        |
| 907-684-PP   | WALKING TRAIL-TRAIL LIGHT FOUNDATION                      | 9             | EACH | \$2,460.30                                                                          | \$22,142.70          |                                        | \$1,840.00                                                                        | \$16,560.00          |                                        | \$2,343.89                                                            | \$21,095.01          | \$21,095.05                            |
| 907-682-PP   | WALKING TRAIL-TRAIL CIRCUITS                              | 1,000         | LF   | \$18.74                                                                             | \$18,740.00          |                                        | \$11.00                                                                           | \$11,000.00          |                                        | \$11.16                                                               | \$11,160.00          | \$11,164.40                            |
| 907-683-PP   | DUPLEX-WOOD POLE                                          | 10            | EACH | \$14,868.00                                                                         | \$148,680.00         |                                        | \$14,000.00                                                                       | \$140,000.00         |                                        | \$15,301.41                                                           | \$153,014.10         |                                        |
| 907-683-PP   | DUPLEX-LIGHT FIXTURES                                     | 76            | EACH | \$2,220.76                                                                          | \$168,777.76         |                                        | \$1,700.00                                                                        | \$129,200.00         |                                        | \$1,751.50                                                            | \$133,114.00         |                                        |
| 907-682-PP   | DUPLEX-BALL FIELD LIGHT CIRCUITS                          | 2,800         | LF   | \$27.55                                                                             | \$77,140.00          | \$77,148.40                            | \$26.00                                                                           | \$72,800.00          |                                        | \$28.13                                                               | \$78,764.00          | \$78,751.04                            |
| 907-682-PP   | DUPLEX-SCOREBOARD CIRCUITS                                | 800           | LF   | \$12.10                                                                             | \$9,680.00           |                                        | \$16.00                                                                           | \$12,800.00          |                                        | \$17.35                                                               | \$13,880.00          | \$13,876.40                            |

|                |                                             |       |      |            |                |                |            |                |                |            |                |                |
|----------------|---------------------------------------------|-------|------|------------|----------------|----------------|------------|----------------|----------------|------------|----------------|----------------|
| 907-682-PP     | DUPLEX-PULL BOX                             | 3     | EACH | \$1,652.00 | \$4,956.00     |                | \$2,147.00 | \$6,441.00     |                | \$2,803.50 | \$8,410.50     |                |
| 907-682-F      | DUPLEX-POWER AND CONTROL PANELS             | 1     | LS   | xxx        | \$61,360.00    |                | xxx        | \$56,200.00    |                | xxx        | \$57,743.00    |                |
| 907-684-PP     | DUPLEX PARKING LOT-PARKING LIGHT FOUNDATION | 4     | EACH | \$2,436.70 | \$9,746.80     |                | \$1,800.00 | \$7,200.00     |                | \$2,777.51 | \$11,110.04    |                |
| 907-683-PP     | DUPLEX PARKING LOT-PARKING LIGHT ASSEMBLY   | 4     | EACH | \$3,953.00 | \$15,812.00    |                | \$4,500.00 | \$18,000.00    |                | \$4,633.00 | \$18,532.00    |                |
| 907-682-PP     | DUPLEX PARKING LOT-PARKING LIGHT CIRCUITS   | 1,000 | LF   | \$18.05    | \$18,050.00    |                | \$11.00    | \$11,000.00    |                | \$15.91    | \$15,910.00    | \$15,905.52    |
| Total Base Bid |                                             |       |      |            | \$2,718,423.68 | \$2,718,627.41 |            | \$2,861,320.00 | \$2,881,000.00 |            | \$3,065,045.04 | \$3,065,047.58 |

Additive Alternate #1

|                  |                          |    |      |             |              |  |             |              |              |            |              |  |
|------------------|--------------------------|----|------|-------------|--------------|--|-------------|--------------|--------------|------------|--------------|--|
| 907-683-PP       | QUAD-70' CONCRETE POLE   | 16 | EACH | \$21,712.00 | \$347,392.00 |  | \$50,000.00 | \$800,000.00 | \$5,0000.00  | \$5,402.71 | \$86,443.36  |  |
| 907-683-PP       | DUPLEX-70' CONCRETE POLE | 10 | EACH | \$18,400.00 | \$184,000.00 |  | \$5,500.00  | \$55,000.00  |              | \$5,651.21 | \$56,512.10  |  |
| Total Add Alt #1 |                          |    |      |             | \$531,392.00 |  |             | \$855,000.00 | \$105,000.00 |            | \$142,955.46 |  |

Additive Alternate #2

|                  |                                          |    |      |             |              |  |             |              |  |             |              |  |
|------------------|------------------------------------------|----|------|-------------|--------------|--|-------------|--------------|--|-------------|--------------|--|
| 907-683-PP       | QUAD-70' STEEL POLE WITH CONCRETE BASE   | 16 | EACH | \$23,200.00 | \$371,200.00 |  | \$10,000.00 | \$160,000.00 |  | \$9,736.26  | \$155,780.16 |  |
| 907-683-PP       | DUPLEX-70' STEEL POLE WITH CONCRETE BASE | 10 | EACH | \$23,200.00 | \$232,000.00 |  | \$10,500.00 | \$105,000.00 |  | \$10,244.66 | \$102,446.60 |  |
| Total Add Alt #2 |                                          |    |      |             | \$603,200.00 |  |             | \$265,000.00 |  |             | \$258,226.76 |  |

Additive Alternate #3

|                  |                                                |   |    |             |             |  |             |             |  |             |             |  |
|------------------|------------------------------------------------|---|----|-------------|-------------|--|-------------|-------------|--|-------------|-------------|--|
| 907-242-PP       | CONSTRUCTION OF MAIN PRESS BOX ROOF, PER PLANS | 1 | LS | \$64,900.00 | \$64,900.00 |  | \$27,200.00 | \$27,200.00 |  | \$25,884.88 | \$25,884.88 |  |
| Total Add Alt #3 |                                                |   |    |             | \$64,900.00 |  |             | \$27,200.00 |  |             | \$25,884.88 |  |

Additive Alternate #4

|                  |                                            |   |      |            |             |  |             |             |  |             |             |  |
|------------------|--------------------------------------------|---|------|------------|-------------|--|-------------|-------------|--|-------------|-------------|--|
| 907-242-PP       | CONSTRUCTION OF DUGOUT RETROFIT, PER PLANS | 2 | EACH | \$7,670.00 | \$15,340.00 |  | \$14,400.00 | \$28,800.00 |  | \$29,569.44 | \$59,138.88 |  |
| Total Add Alt #4 |                                            |   |      |            | \$15,340.00 |  |             | \$28,800.00 |  |             | \$59,138.88 |  |

Additive Alternate #5

|                  |                                                |   |      |             |              |  |             |             |  |             |             |  |
|------------------|------------------------------------------------|---|------|-------------|--------------|--|-------------|-------------|--|-------------|-------------|--|
| 907-242-PP       | CONSTRUCTION OF PEDESTRIAN BRIDGES, PER PLANS  | 3 | EACH | \$35,400.00 | \$106,200.00 |  | \$15,720.00 | \$47,160.00 |  | \$30,452.00 | \$91,356.00 |  |
| 907-242-PP       | CONSTRUCTION OF PEDESTRIAN HANDRAIL, PER PLANS | 1 | EACH | \$3,540.00  | \$3,540.00   |  | \$6,750.00  | \$6,750.00  |  | \$2,700.00  | \$2,700.00  |  |
| Total Add Alt #5 |                                                |   |      |             | \$109,740.00 |  |             | \$53,910.00 |  |             | \$94,056.00 |  |

Additive Alternate #6

|                  |                              |         |    |        |              |  |        |              |  |        |             |             |
|------------------|------------------------------|---------|----|--------|--------------|--|--------|--------------|--|--------|-------------|-------------|
| 907-242-PP       | OUTFIELD CLEANING, PER PLANS | 295,240 | SF | \$0.83 | \$245,049.20 |  | \$0.40 | \$118,096.00 |  | \$0.14 | \$41,333.60 | \$40,161.60 |
| Total Add Alt #6 |                              |         |    |        | \$245,049.20 |  |        | \$118,096.00 |  |        | \$41,333.60 | \$40,161.60 |

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00am, Thursday, November 16, 2023 for the Timberton Softball Complex Project for the City of Hattiesburg, Mississippi.



Austin Lovitt, ASLA  
American Society of Landscape Architects #00658



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Lisa Luu Jolly  
**cc:** Ronda Kennedy, Clerk of Council  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve the minutes for the February 20, 2024 meeting of the City Council.  
File Number: 2024-115  
Minute Book #

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## 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 March 5, 2024 City Council meeting for consideration.



- Call to Order
- Call to Prayer and Pledge of Allegiance
- Presentation Agenda
- Citizens' Forum
- Agenda Adjustments

- Add Policy Items #15 and #16 at the request of the Administration as follows:
- |     |          |                                                                                                                                                                                                                                                                                                                                                                      |
|-----|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15. | 2024-113 | Adopt a Resolution authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program, and authorize the Mayor to act a representative of the City in this matter and to execute all necessary forms and documents necessary.                                                                    |
| 16. | 2024-114 | Adopt a Resolution authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for planning activities associated with roadway capacity projects, and authorize the Mayor to act as representative of the City in this matter and to execute all necessary forms and documents necessary. |

POLICY AGENDA

- |     |          |                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | 2024-88  | Approve the minutes for the February 5 & 6, 2024 meetings of the City Council.                                                                                                                                                                                                                                                                                                                                                       |
| 2.  | 2024-17  | Take from the table; Adopt an Ordinance request to rezone properties made by Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner. The request is to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 in Ward 2, Forrest County.                                                                                                                  |
| 3.  | 2024-16  | Take from the Table; Approve a preliminary plat for a major subdivision filed by Hunter Andrews, representative, and Jason Graham, owner. The property is known as “Hattiesburg Market Place”, located along US Highway 98 in Lamar County, Ward 3.                                                                                                                                                                                  |
| 4.  | 2024-68  | Take from the Table; Approve a variance request made by Stacey and Doug Thompson, owners, to deviate from the minimum 5ft width sidewalk requirement to instead allow for a 0ft sidewalk for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2. The Board of Adjustments recommenced to deny on January 3rd, 2024.                                                                                           |
| 5.  | 2024-105 | Adopt the February 20th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.                                                                                                                                                                      |
| 6.  | 2024-108 | Adopt a Resolution authorizing the exercise of the Contract Option for Purchase, adopted September 20, 2022, at Minute Book # 2022-702; for property located at Parcel #2-039F-18-128.00 and Parcel # 2-039K-19-082.00 and Parcel # 2-039K-19-02.00 and authorize Mayor to execute any and all documents necessary.                                                                                                                  |
| 7.  | 2024-91  | Adopt a Resolution authorizing application to the USDA Rural Business Development Grant program for a feasibility study and business plan for outdoor recreation and ecotourism improvements to sections of Gordon’s Creek for \$88,000. The City will provide \$10,000 in matching funds for a total project cost of \$98,000. Authorize the mayor to execute the same.                                                             |
| 8.  | 2024-89  | Approve Change Order No. 2 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase II to increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate.                                                                                                                                                                                                                       |
| 9.  | 2024-96  | Approve a Rental Agreement between the City of Hattiesburg and R J Young Company for two (2) copiers to be located in the Hattiesburg Police Department Detective Division in the amount not to exceed \$548.11 per month for 48 months and authorize the Mayor to execute the same.                                                                                                                                                 |
| 10. | 2024-102 | Authorize submission of an application to the Mississippi Department of Wildlife Recreation Trails Program for \$120,000 to add a pedestrian walk to the River Avenue Bridge (Old East Hardy Bridge) over the Leaf River. The proposed pedestrian walk would include lighting, cable guard rails, and tower viewers to look out over the Leaf River. A \$50,000 match from the City of Hattiesburg would be required for this grant. |
| 11. | 2024-93  | Authorize submission of an application to the National Endowment for the Arts for \$25,000 in Grants for Arts Projects funding to add a mural inside the Public Safety Complex that promotes community policing, safety, and neighborhood pride. This is a 1:1 matching grant for a total project cost of \$50,000.                                                                                                                  |
| 12. | 2024-101 | Authorize submission of an application to the AARP Community Challenge Grant Program for \$15,000 for enhancements to the Gordon's Creek Fruit Orchard such as fencing, shade structures, seating, and a variety of new fruit trees. This grant requires no matching funds.                                                                                                                                                          |



- 13. 2024-98 Acknowledge Bids received February 8, 2024 for the Tatum Park-Fields 16 & 18 Lighting Project and accept the base bid and Additive Alternate #2 from Mississippi Power in the amount of \$473,000.00 and \$22,400.00 respectively for a total of \$495,400.00; Authorize the Mayor to execute contracts when prepared.
- 14. 2024-92 Acknowledge receipt of closeout documents for the Jaycee Park Parking Lot project, approve payment of final pay application from the contractor and approve final acceptance of the project.

**ROUTINE AGENDA**

- 1. 2024-90 Ratification of an agreement between the City of Hattiesburg Fire Department and the Mississippi State Fire Academy to administer the NFPA 1521 Safety Officer Program.
- 2. 2024-110 Acknowledge privilege tax license report for the month ending January 2024.
- 3. 2024-104 Acknowledge receipt of an appeal request by Jasmine Washington and James Smith, to appeal the Hattiesburg Board of Adjustment's recommendation to deny a variance for a structure at 87 Everglades and to set a public hearing and authorize publication of public notice setting an appeal hearing.
- 4. 2024-107 Acknowledge receipt of bids received on January 18, 2024, for pursuit vehicles for the Hattiesburg Police Department and accept the bid of Kirk Auto World as the best bid.
- 5. 2024-97 Authorize publication of a Request for Proposals as a result of the Needs Assessment and Gap Analysis conducted for the development of the City’s HOME-ARP Allocation Plan resulting in the acquisition/rehabilitation of Non-Congregate Shelter.
- 6. 2024-100 Approve the City of Hattiesburg 2024-2026 Disadvantage Business Enterprise (DBE) Goal to expend the Department of Transportation Program Assistance Contracts.
- 7. 2024-112 Approve and authorize publication of public hearing for 2023 Consolidated/Action Plan and plan submission to HUD.
- 8. 2024-111 Approve specifications for four (4) small to midsize sports utility vehicles for the Department of Urban Development; authorize publication for the same.
- 9. 2024-99 Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
- 10. 2024-109 Approve claims docket for the period ending February 16, 2024.

**In Memoriam:**  
**Meeting Adjourn**

\*\*\*\*\*

**Call to Order**

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, February 20, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on February 6, 2024.

Those present included Mayor Toby Barker (left at 4:27 p.m.) and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5 (in at 4:07 p.m.). Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President George Called the meeting to order.

**Call to Prayer and Pledge of Allegiance**

The prayer was given by Malcolm Berch.  
The Pledge of Allegiance was led by Kermas Eaton.

**Presentation Agenda**

The PRESENTATION AGENDA came before the Council.  
There were no presentations at this time.

**Citizens' Forum**

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Lillian Baxter - 119 College Drive
- Theo Sutton, Jr. - 201 S. 25th Avenue

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

Council Vice President Ware closed the Citizen Forum.

**Agenda Adjustments**

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Add Policy Items #15 and #16 at the request of the Administration as follows:

15.

2024-113

Adopt a Resolution authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program, and authorize the Mayor to act a representative of the City in this matter and to execute all necessary forms and documents necessary.
- Attachments:

Resolution-HDRI 2.20.24
16.

2024-114

Adopt a Resolution authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for planning activities associated with roadway capacity projects, and authorize the Mayor to act as representative of the City in this matter and to execute all necessary forms and documents necessary.
- Attachments:

Resolution-Western Beltway Planning 2.20.24

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown  
Nays: 0

THE MATTER OF THE AGENDA ORDER came before the Council.

**POLICY AGENDA**

The POLICY AGENDA came before the Council.

1.

2024-88

Approve the minutes for the February 5 & 6, 2024 meetings of the City Council.
- Attachments:

02-05-2024 AR, WS Mins.  
02-06-2024 XS Mins.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve the minutes for the February 5 & 6, 2024 meetings of the City Council.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown  
Nays: 0

2.        **2024-17**        Take from the table; Adopt an Ordinance request to rezone properties made by Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner. The request is to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 in Ward 2, Forrest County.

Attachments:   Staff Summary N 28th Ave rezone R-3  
                         Image Sheet - N 28th Ave Northwood Sr Rezone  
                         IVY ROW PHASE 2 - Public Hearing Application \_OCT 30 2023  
                         Ordinance - Ivy Row Phase II \_US 49  
                         MINUTES DECEMBER SCM

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Take from the table; an Ordinance request to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown  
Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Table Ordinance request to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 until the second Council meeting in March (March 19, 2024) for further information.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown  
Nays: 0

3.        **2024-16**        Take from the Table; Approve a preliminary plat for a major subdivision filed by Hunter Andrews, representative, and Jason Graham, owner. The property is known as “Hattiesburg Market Place”, located along US Highway 98 in Lamar County, Ward 3.

Attachments:   Staff Summary - Hattiesburg Marketplace Major Subdivision  
                         Marketplace Image Sheet  
                         6214 HWY 98 - Hattiesburg MarketPlace - Lots 3 , 4, 5 - Commercial Development  
                         Public Hearing App  
                         Hattiesburg \_Marketplace \_Developement-Traffic Impact Study  
                         Traffic Study \_Appendices \_combined  
                         Hattiesburg \_Marketplace \_Developement-TIS Report \_App E \_v1.0  
                         MINUTES DECEMBER SCM

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Take from the Table; a preliminary plat for a major subdivision known as “Hattiesburg Market Place”, located along US Highway 98.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown  
Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Table a preliminary plat for a major subdivision known as “Hattiesburg Market Place”, located along US Highway 98 until the next Council meeting (March 5, 2024) for further information.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

4.        **2024-68**        Take from the Table; Approve a variance request made by Stacey and Doug Thompson, owners, to deviate from the minimum 5ft width sidewalk requirement to instead allow for a 0ft sidewalk for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2. The Board of Adjustments recommended to deny on January 3rd, 2024.

Attachments:   Staff Summary - Nice Guys Auto Variance  
                         Image Sheet - Nice Guys Auto  
                         Application - Nice Guys 0 ft sidewalk  
                         MINUTES BOA JAN

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Take from the Table; a variance request to deviate from the minimum 5ft width sidewalk requirement to instead allow for a 0ft sidewalk for a proposed expansion located at 5165 Old Hwy 42 in Forrest County.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Table a variance request to deviate from the minimum 5ft width sidewalk requirement to instead allow for a 0ft sidewalk for a proposed expansion located at 5165 Old Hwy 42 until the first Council meeting in March (March 5, 2024) for further information.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

5.        **2024-105**        Adopt the February 20th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments:   Resolution FEB 20 2024  
                         Budget Amendments 2-20-2024

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Adopt the February 20th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and Adopt Resolution (#2024-5) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

6.        **2024-108**        Adopt a Resolution authorizing the exercise of the Contract Option for Purchase, adopted September 20, 2022, at Minute Book # 2022-702; for property located at Parcel #2-039F-18-128.00 and Parcel # 2-039K-19-082.00 and Parcel # 2-039K-19-02.00 and authorize Mayor to execute any and all documents necessary.

Attachments: [Council Resolution to exercise option-S28th Avenue Property-BS Edits](#)  
[Executed Purchase Agreement for Lincoln Rd @ S. 28th Ave., Realty Builders](#)  
[Corporation, , J Ed Turner & ETAL](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-6) authorizing the exercise of the Contract Option for Purchase, adopted September 20, 2022, at Minute Book # 2022-702; for property located at Parcel #2-039F-18-128.00 and Parcel # 2-039K-19-082.00 and Parcel # 2-039K-19-02.00 and authorize Mayor to execute any and all documents necessary.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

7.        **2024-91**        Adopt a Resolution authorizing application to the USDA Rural Business Development Grant program for a feasibility study and business plan for outdoor recreation and ecotourism improvements to sections of Gordon's Creek for \$88,000. The City will provide \$10,000 in matching funds for a total project cost of \$98,000. Authorize the mayor to execute the same.

Attachments: [GC-FeasibilityStudy\\_ScopeOfWork-DRAFT](#)  
[Resolution-USDA RBDG](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-7) authorizing application to the USDA Rural Business Development Grant program for a feasibility study and business plan for outdoor recreation and ecotourism improvements to sections of Gordon's Creek for \$88,000. The City will provide \$10,000 in matching funds for a total project cost of \$98,000. Authorize the mayor to execute the same.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

8.        **2024-89**        Approve Change Order No. 2 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase II to increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate.

Attachments: [1273-W015.2\\_Change Order No 2 - cap slabs\\_2024-02-09](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Change Order No. 2 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase II to increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

9.        **2024-96**        Approve a Rental Agreement between the City of Hattiesburg and R J Young Company for two (2) copiers to be located in the Hattiesburg Police Department Detective Division in the amount not to exceed \$548.11 per month for 48 months and authorize the Mayor to execute the same.

Attachments: [Rental Agreement](#)

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve a Rental Agreement between the City of Hattiesburg and R J Young Company for two (2) copiers to be located in the Hattiesburg Police Department Detective Division in the amount not to exceed \$548.11 per month for 48 months and authorize the Mayor to execute the same.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

10.

2024-102

Authorize submission of an application to the Mississippi Department of Wildlife Recreation Trails Program for \$120,000 to add a pedestrian walk to the River Avenue Bridge (Old East Hardy Bridge) over the Leaf River in conjunction with Forrest County and the City of Petal.

Attachments: [rtp-2024-application](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize submission of an application to the Mississippi Department of Wildlife Recreation Trails Program for \$120,000 to add a pedestrian walk to the River Avenue Bridge (Old East Hardy Bridge) over the Leaf River in conjunction with Forrest County and the City of Petal.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

11.

2024-93

Authorize submission of an application to the National Endowment for the Arts for \$25,000 in Grants for Arts Projects funding to add a mural inside the Public Safety Complex that promotes community policing, safety, and neighborhood pride. This is a 1:1 matching grant for a total project cost of \$50,000.

Attachments: [Grants \\_ National Endowment for the Arts](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Authorize submission of an application to the National Endowment for the Arts for \$25,000 in Grants for Arts Projects funding to add a mural inside the Public Safety Complex that promotes community policing, safety, and neighborhood pride. This is a 1:1 matching grant for a total project cost of \$50,000.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

12.

2024-101

Authorize submission of an application to the AARP Community Challenge Grant Program for \$15,000 for enhancements to the Gordon's Creek Fruit Orchard such as fencing, shade structures, seating, and a variety of new fruit trees. This grant requires no matching funds.

Attachments: [Attachment-A-Sample Application-2024 AARP Community Challenge](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Authorize submission of an application to the AARP Community Challenge Grant Program for \$15,000 for enhancements to the Gordon's Creek Fruit Orchard such as fencing, shade structures, seating, and a variety of new fruit trees. This grant requires no matching funds.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 13. 2024-98** Acknowledge Bids received February 8, 2024 for the Tatum Park-Fields 16 & 18 Lighting Project and accept the base bid and Additive Alternate #2 from Mississippi Power in the amount of \$473,000.00 and \$22,400.00 respectively for a total of \$495,400.00; Authorize the Mayor to execute contracts when prepared.

Attachments: Tatum Park-Fields 16 & 18 Lighting-Cert Bid Tab  
Tatum Park-Fields 16 & 18 Lighting-Cert Bid Tab Ltr

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Acknowledge Bids received February 8, 2024 for the Tatum Park-Fields 16 & 18 Lighting Project and accept the base bid and Additive Alternate #2 from Mississippi Power in the amount of \$473,000.00 and \$22,400.00 respectively for a total of \$495,400.00; Authorize the Mayor to execute contracts when prepared.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 14. 2024-92** Acknowledge receipt of closeout documents for the Jaycee Park Parking Lot project, approve payment of final pay application from the contractor and approve final acceptance of the project.

Attachments: Closeout Documents - Jaycee Park Parking Lot

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Acknowledge receipt of closeout documents for the Jaycee Park Parking Lot project, approve payment of final pay application from the contractor and approve final acceptance of the project.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 15. 2024-113** Adopt a Resolution authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program, and authorize the Mayor to act a representative of the City in this matter and to execute all necessary forms and documents necessary.

Attachments: Resolution-HDRI 2.20.24

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Adopt a Resolution (#2024-8) authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program, and authorize the Mayor to act a representative of the City in this matter and to execute all necessary forms and documents necessary.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 16. 2024-114** Adopt a Resolution authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for planning activities associated with roadway capacity projects, and authorize the Mayor to act as representative of the City in this matter and to execute all necessary forms and documents necessary.

Attachments:   Resolution-Western Beltway Planning 2.20.24

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2024-9) authorizing the submission of an application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program for planning activities associated with roadway capacity projects, and authorize the Mayor to act as representative of the City in this matter and to execute all necessary forms and documents necessary.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

**ROUTINE AGENDA**

THE ROUTINE AGENDA came before the Council.

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

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

1.

2024-90

Ratification of an agreement between the City of Hattiesburg Fire Department and the Mississippi State Fire Academy to administer the NFPA 1521 Safety Officer Program.

Attachments:   Signed 1521 Contract
2.

2024-110

Acknowledge privilege tax license report for the month ending January 2024.

Attachments:   PTLR\_12024
3.

2024-104

Acknowledge receipt of an appeal request by Jasmine Washington and James Smith, to appeal the Hattiesburg Board of Adjustment's recommendation to deny a variance for a structure at 87 Everglades and to set a public hearing and authorize publication of public notice setting an appeal hearing.

Attachments:   APPEAL FORM
4.

2024-107

Acknowledge receipt of bids received on January 18, 2024, for pursuit vehicles for the Hattiesburg Police Department and accept the bid of Kirk Auto World as the best bid.

Attachments:   Bid Tabulation- Hattiesburg Police Pursuit Vehicles 1-18-24  
Bid Tab- Pursuit Veh  
Memo
5.

2024-97

Authorize publication of a Request for Proposals as a result of the Needs Assessment and Gap Analysis conducted for the development of the City’s HOME-ARP Allocation Plan resulting in the acquisition/rehabilitation of Non-Congregate Shelter.

Attachments:   RFP HOME-ARP NCS  
CoH HOME-ARP RFP 2
6.

2024-100

Approve the City of Hattiesburg 2024-2026 Disadvantage Business Enterprise (DBE) Goal to expend the Department of Transportation Program Assistance Contracts.

Attachments:   DBE-Goal-Doc-July 2023-Final



- |     |          |                                                                                                                                                           |
|-----|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.  | 2024-112 | Approve and authorize publication of public hearing for 2023 Consolidated/Action Plan and plan submission to HUD.                                         |
|     |          | <u>Attachments:</u> <u>CON NOTICE OF PUBLIC HEARING_03112024</u>                                                                                          |
| 8.  | 2024-111 | Approve specifications for four (4) small to midsize sports utility vehicles for the Department of Urban Development; authorize publication for the same. |
|     |          | <u>Attachments:</u> <u>SUV Specs</u><br><u>NTB-Suvs</u>                                                                                                   |
| 9.  | 2024-99  | Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.                                                                                |
|     |          | <u>Attachments:</u> <u>Memo's (02-20-2024)</u><br><u>Receipts (02-20-2024)</u><br><u>Deeds (02-20-2024)</u>                                               |
| 10. | 2024-109 | Approve claims docket for the period ending February 16, 2024.                                                                                            |
|     |          | <u>Attachments:</u> <u>20240214173131</u><br><u>DOCKET 24.02.16B</u><br><u>DOCKET 24.02.16</u>                                                            |

## Executive Session

A MOTION was made by Council Vice President Ware for the Council to enter closed session to determine the need to enter Executive Session at 4:26 p.m.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

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

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to enter Executive Session to discuss strategy or negotiations with respect pending litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25-41-7 (b) at 4:27 p.m.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

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

Those present for the Executive Session were Council members Jeffrey George, Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Chief Financial Officer, Malcolm Berch; Assistant Fire Chief, Chris Carr; City Engineer, Marybeth Bergin; Director of the Water Department, Alan Howe; Police Chief Communications Officer, Tate Rutland; John Arender; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; and Attorney Keith Turner of Watkins & Eager law firm.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to exit Executive Session and re-open the meeting to the public at 4:38 p.m.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

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

**In Memoriam:**

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

- Rev. Bill Taylor
- Jan Nelson

**Meeting Adjourn**

Council President George declared the **meeting adjourned at 4:39 p.m., this 20<sup>th</sup> day of February, 2024**, by unanimous consent, until the 4<sup>th</sup> day of March, 2024.

**ATTEST:**

**APPROVE:**

\_\_\_\_\_  
**Clerk of Council**

\_\_\_\_\_  
**Council President**

**ATTEST AND CERTIFY:**

**APPROVE:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Cory Long, Planning Administrator, Nathan Satcher, Planner II  
**cc:** Ann Jones  
**Date:** Tuesday, March 5, 2024  
**Re:** Take from the Table; Approve a preliminary plat for a major subdivision filed by Hunter Andrews, representative, and Jason Graham, owner. The property is known as “Hattiesburg Market Place”, located along US Highway 98 in Lamar County, Ward 3.  
File Number: 2024-16  
Minute Book #

---

## Summary

Hunter Andrews, representative, and Jason Graham, owner, request approval for a preliminary plat for a major subdivision for a property located at 6214 US Hwy 98. The property is known as “Hattiesburg Market Place”, located in Lamar County, Ward 3 (PPIN 24497, 37027, and 12113).

The Planning Commission recommended approval on December 20th, 2023 in a special hearing called with the following conditions:

1. Any modification to the shared access drive that connects to an unnamed right-of-way to the northeast must be permitted by the Mississippi Department of Transportation (MDOT).
2. Add a traffic signal at the intersection of Lamar Boulevard and Highway 98.

## Recommendation Statement

The Planning Commission recommended approval on December 20th, 2023 in a special hearing called with conditions:

Please place this on the March 5, 2024 City Council meeting for consideration.

HPC Item: A  
Hunter Andrews, Representative, Jason Graham, Owner  
Request for: **Preliminary Plat Approval for Major Subdivision**



**Planning Commission  
Case Fact Sheet**

---

**Name of Petitioner:** Hunter Andrews, Representative, Jason Graham, Owner

| <b>Address of Property:</b> | <b>Tax Parcel</b> | <b>PPIN:</b> | <b>Ward:</b> |
|-----------------------------|-------------------|--------------|--------------|
| 6214 US HWY 98              | 052Q-10-044.000   | 24497        | 3            |
|                             | 052Q-10-044.002   | 37027        | 3            |
|                             | 055B-15-001.000   | 12113        | 3            |

---

**Request:** Preliminary Plat Approval for Major Subdivision

**Purpose of Request:** To request approval for a preliminary plat for a major subdivision for a property located at 6214 US Hwy 98. The property is known as "Hattiesburg Market Place", located in Lamar County, Ward 3 (PPIN 24497, 37027, and 12113).

**Applicant Summary:** See Attached

**Applicable Regulations:**

**SECTION 4 Zoning Districts Established**

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

**Applicable Regulations:**

**SECTION 6 Dimensional Standards and Measurements**

HPC Item: A  
 Hunter Andrews, Representative, Jason Graham, Owner  
 Request for: **Preliminary Plat Approval for Major Subdivision**

**Table 6.1 Dimensional Standards**

| Table 6.1 Dimensional Standards |                                          |                     |                       |                  |            |           |           |                      |                                      |                |
|---------------------------------|------------------------------------------|---------------------|-----------------------|------------------|------------|-----------|-----------|----------------------|--------------------------------------|----------------|
| District                        | Minimum Lot Size in SF/ Width at Setback | Max. Dwelling Units | Max. Floor Area Ratio | Setbacks in feet |            |           |           | Max. Height*         | Max. Impervious Surface Lot Coverage | Buffer in Feet |
|                                 |                                          |                     |                       | Min. Front       | Max. Front | Min. Side | Min. Rear |                      |                                      |                |
| B-5                             | No minimum/ 100                          | -                   | 1.50                  | 30               | 150        | 0 or 10   | 0         | 72 feet or 6 stories | 90%                                  | 50             |

## SECTION 8.3

## Street Design Standards

## SECTION 11

## Administration and Enforcement

**11.10.1.8 Subdivision Violations.** The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

### 11.10.1.9 Recording Violations.

The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

## SECTION 12

## Process and Procedures

### Categories of Development Approvals

#### 12.3.2 Preliminary Plat Approval for Major Subdivisions

##### 12.3.2.1 Approval Criteria.

- Conformance with the Hattiesburg Comprehensive Plan.
- Conformance with the standards of the zoning district.
- Conformance with other standards and requirements of this Code and other City policies and regulations.
- Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
- Determination that the project will have little or no adverse or negative impacts upon the natural environment.

##### 12.3.2.4 Final Plat.

HPC Item: A  
Hunter Andrews, Representative, Jason Graham, Owner  
Request for: **Preliminary Plat Approval for Major Subdivision**

- i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.
- ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

**12.3.2.5 Recording.**

In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

**Present Zoning:** The parcel is currently zoned B-5, Regional Business District

**Present Use:** Commercial (Currently being developed)

**Future Land Use:** Regional Business Corridor

**Surrounding Zoning and Land Use:**  
North: R-1A Residential District  
South: B-5 Regional Business District  
East: B-5 Regional Business District / R-3 Multi-Family Residential District  
West: B-5 Regional Business District

**Letters or Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case as of December 8<sup>th</sup>, 2023.

**History / Background:** The first phase of the Hattiesburg Marketplace Subdivision was recommended for approval by the Planning Commission on May 3<sup>rd</sup>, 2023 with the recommendation of performing a traffic study for the Lamar Blvd intersection. This phase also received approval from City Council on June 20<sup>th</sup>, 2023 with conditions. The new phase of this development includes further subdivision of the areas denoted as "for future development" into 3 addition lots and parcels. The modification of their existing subdivision is subject to all state law requirements, including MS Codes 17-1-23 and 19-27-31.

The conditions attached to the approval have been included at the end of this report. The developer has provided an irrevocable letter of credit for \$169,000 to satisfy the street construction and completion with up to guaranteed performance of 1 year. Any incomplete construction of the streets, including street markers, lighting, and sign identifications, must be completed by the

HPC Item: A  
Hunter Andrews, Representative, Jason Graham, Owner  
Request for: **Preliminary Plat Approval for Major Subdivision**

developer or the credit amount listed above shall be made available to the City of Hattiesburg for the construction of incomplete infrastructure.

A master sign plan was provided by the applicant for the common area along Highway 98 for a multi-tenant sign. The applicant provided a modification to the common area in order to have the required street frontage for a multi-tenant sign without a variance. The multi-tenant sign has already been approved for permitting, but all individual tenants will require permits for their respective signs.

A Traffic Study, as required for future subdivision by the City Council, has been provided by the developer. The traffic study conducted recommended 2 items:

1) That the area within the sight triangle in the northeast quadrant of the intersection of Lamar Boulevard with Graham Property Drive be cleared of vegetation before the development is open to the public.

2) It is recommended that a traffic signal is considered for the intersection of US Highway 98 at Lamar Boulevard whether the proposed project is constructed or not

The full traffic study has been provided as an attachment in the online CivicClerk Portal for full review.

Staff recommend adding a condition that all newly created lots within the subdivision shall also obtain partial ownership of the common areas and that the parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.

**Option:**

**Approve or deny** a preliminary plat for a major subdivision in the City of Hattiesburg.

Planning Commission must deem that all of the following approval criteria must be met before granting approval for the Preliminary Plat for a Major Subdivision:

**12.3.2 Preliminary Plat Approval for Major Subdivisions**

**12.3.2.1 Approval Criteria.**

- i. Conformance with the Hattiesburg Comprehensive Plan.
- ii. Conformance with the standards of the zoning district.
- iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
- iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
- v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

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City Council Approval Criteria for the Hattiesburg Market Place, approved on June 20<sup>th</sup>, 2023

---

The council considered the approval criteria required by the ordinance as follows:



HPC Item: A

Hunter Andrews, Representative, Jason Graham, Owner

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1. Conformance with the Hattiesburg Comprehensive Plan.
2. Conformance with the standards of the zoning district.
3. Conformance with other standards and requirements of this Code and other City policies and regulations.
4. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
5. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

It is, therefore, ORDERED that the request of Hunter Andrews, for a major subdivision, City of Hattiesburg, Lamar County, Mississippi, be granted subject to the following conditions:

1. **Plat Conditions, & Restrictions** – add to the plat the following notes:

- a) The common area(s) parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.
- b) The common area(s) of this subdivision shall be owned and maintained by the owner's, commercial owner's association, and/or by the property owner(s) of the lots. In the event any lot becomes subdivided into additional lots or individual site plans, said site plans conforming to the city's Land Development Code, each property owner shall own their pro rata share, by area percentage of their lot, of the common areas. Such maintenance shall be performed so as to ensure that the common area operates in accordance the City's Land Development Code and Property Maintenance Code. Such maintenance shall include, but not be limited to repair of structures, and maintenance of sign tenants, and maintenance of the property. The city shall have a "right of access" to use the drives, parking areas, and yards of this property to make inspections of the common areas to ensure that said maintenance has been properly performed. In the event that the property owner(s) have not properly performed maintenance on the facilities, to the extent that the facility(s) poses a threat to public health, safety, or welfare, the city shall retain the right to perform emergency repairs to the facility. The cost of any such repairs will remain the responsibility of the property owner(s) and may be added as a lien on the next year's tax bill.

2. **Master Sign Plan** - Provide the City of Hattiesburg with a Master Sign plan, which outlines the location of all proposed multi-tenant signs.

3. **Traffic Study** - At the point that this property is subdivided in excess of what is presently shown, the developer shall provide the City of Hattiesburg with a Traffic Study completed by a Professional Engineer to project the future impact on traffic along HWY

HPC Item: A

Hunter Andrews, Representative, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision**

98 and Lamar Blvd. when the development is completely built out. If the traffic study identifies necessary improvements, these shall be completed at the cost of the Developer or included in or added to the Performance Bond as required under condition No. 6.

4. **Streets** - Street identifications and traffic control signs/markings shall be installed by the developer to City specifications.
5. **Utilities** - Unless otherwise specified, all utilities and services (electric, telephone, cable, etc.) are to be installed underground.
6. **Bonds** – Bonds, in a form satisfactory to the City Engineer and the City Attorney, will be required as follows:
  - a) Performance bond – Acceptance of the plat before the street and infrastructure are completed will require a bond based on the developer's engineer's estimated cost of unfinished work, verified by the staff engineer, plus 10% until complete. Renewed annually and adjusted for inflation.
  - b) Maintenance – Upon acceptance of the plat and the completion of streets and infrastructure a bond in the amount of 5% of the total cost of all work must be remitted to the city for the duration of 1 year.

## SUBJECT PARCEL

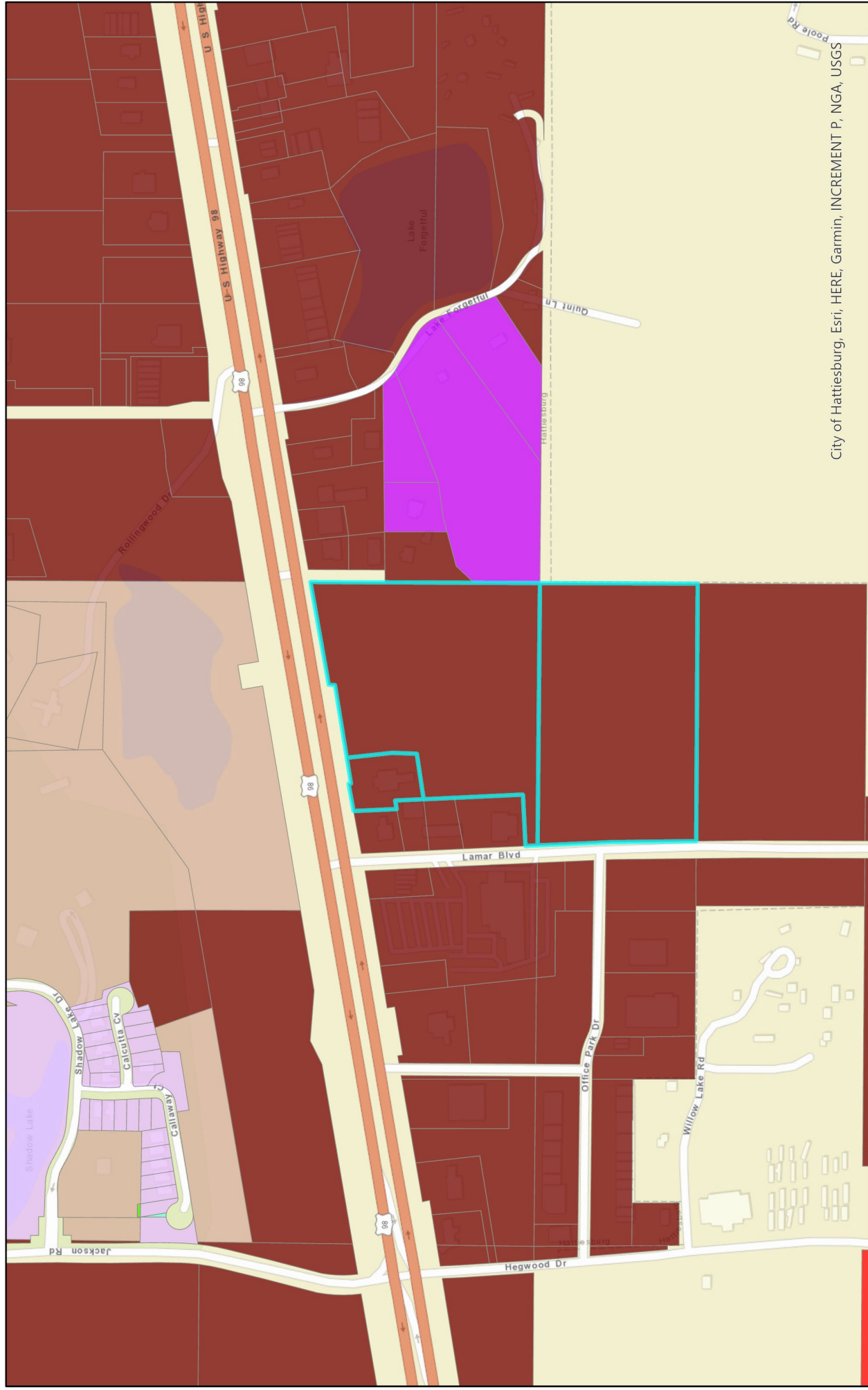
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6214 U.S Hwy 98 — Hattiesburg Market Place Subdivision

Hunter Andrews, Representative and Jason Graham, Owner

Hunter Andrews, representative, and Jason Graham, owner, request approval for a preliminary plat for a major subdivision for a property located at 6214 US Hwy 98. The property is known as “Hattiesburg Market Place”, located in Lamar County, Ward 3 (PPIN 24497, 37027, and 12113).





## Zones

- A-1  
R-1A  
R-2

## Site Information

Property is located at 6214 US Hwy 98 and is known as "Hattiesburg Market Place", PPINs 24497, 37027, and 12113 (Lamar County, Ward 3).



**URBAN  
DEVELOPMENT  
PLANNING DIVISION**

**URBAN DEVELOPMENT  
PLANNING DIVISION**







Esri Community Maps Contributors, City Of Hattiesburg, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

### Future Land Use

- Regional Business A
- Regional Business B

### Site Information

Future Land Use map for 6214 US Hwy 98 and surrounding area. Requested area for this case is denoted in blue.



**URBAN  
DEVELOPMENT**  
PLANNING DIVISION





## Site Aerial





## Surrounding Area

---



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





## Surrounding Area

---

### Eastern Direction: B-5 Regional Business District

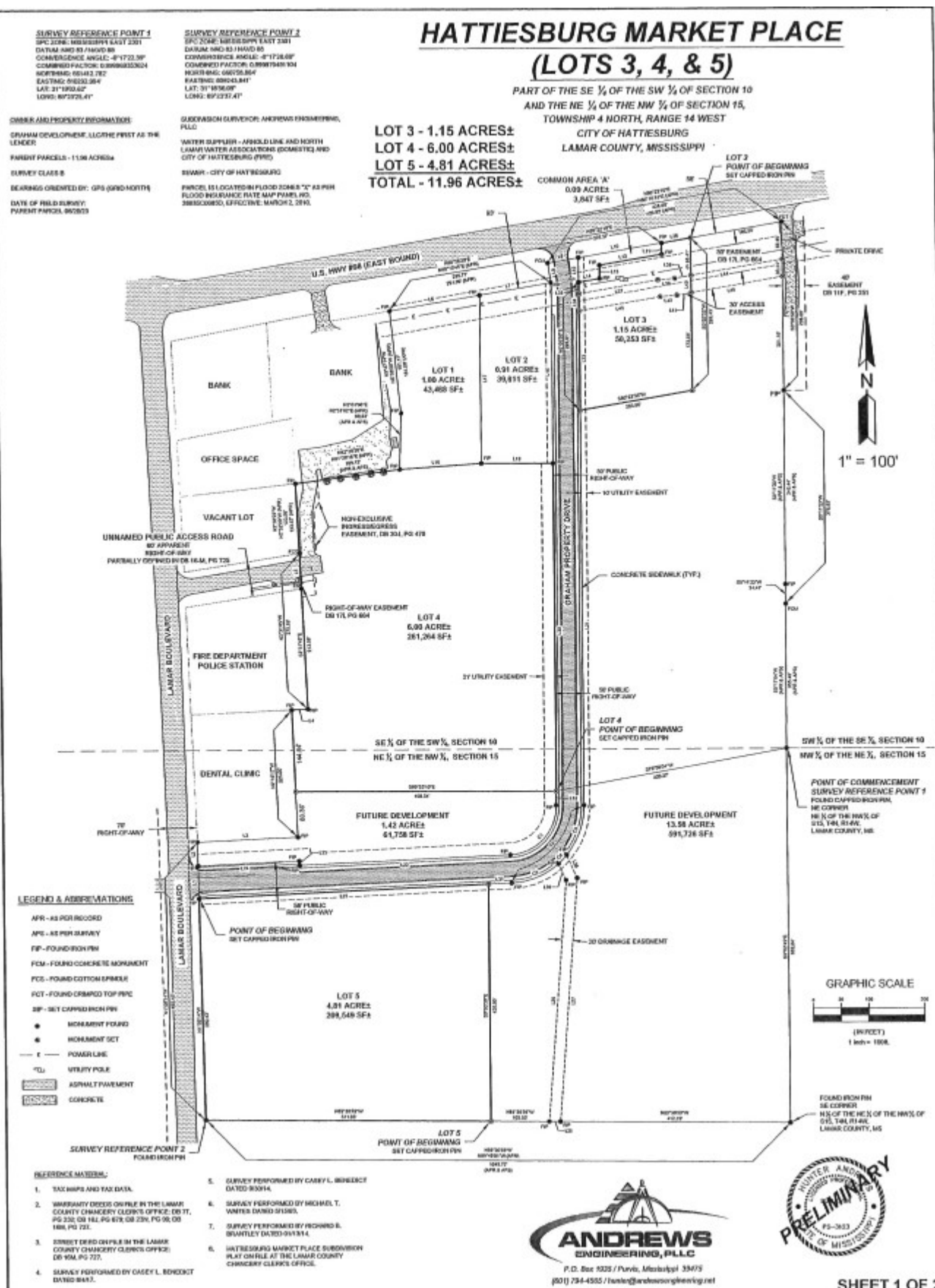


### Western Direction: B-5 Regional Business District

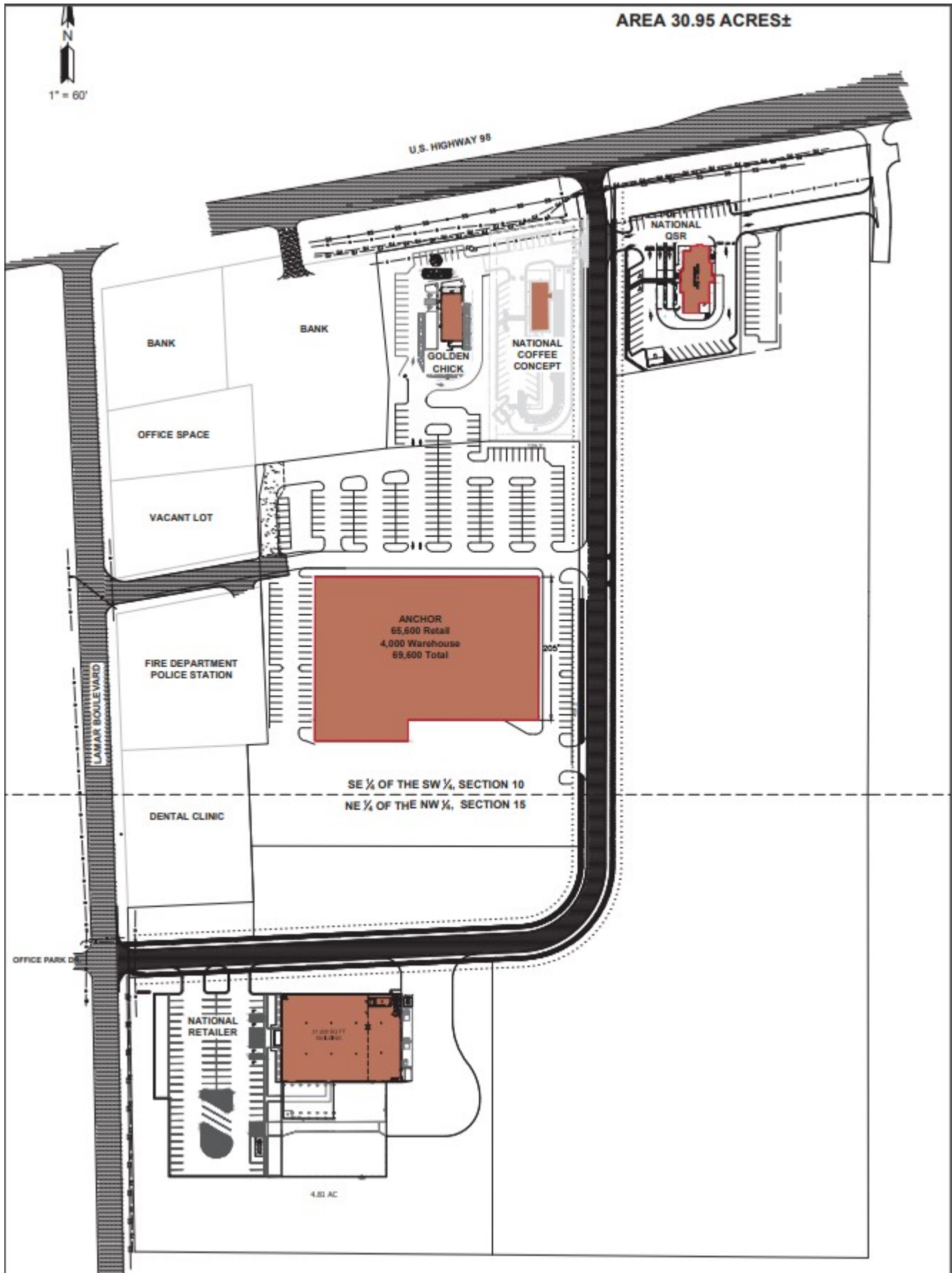




# Proposed Plat



# Proposed Site Area Map



**Subdividing of Lot, Parcel or Tract Information** (1\_page)

## 1. Property data:

1,174,550 SF/26.97 acres

Parent Parcel / Existing lot/parcel/tract contains \_\_\_\_\_ Square Footage/Acres

Lot Area Requirement: none (per B-5 zoning)Lot Frontage Requirement: 100' at setback (per B-5 zoning)Existing use of lot/parcel/tract vacantTo be subdivided into 3 lots/parcels (including parent parcel) – outlined below.

| Newly<br>subdivide<br>d Parcels                                                                                     | New lot size in<br>square footage (sf)<br>or acres (A) | New lot has<br>public road<br>frontage<br>(yes / no)                                       | New lot has<br>private road<br>frontage<br>(yes / no) | Indicate name of public or private road(s)                   | Staff - Lot area &<br>frontage<br>requirements<br>comply? |    |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|----|
|                                                                                                                     |                                                        |                                                                                            |                                                       |                                                              | Yes                                                       | No |
| 1.                                                                                                                  | 1.15 AC                                                | YES                                                                                        | NO                                                    | U.S. HIGHWAY 98 & GRAHAM<br>PROPERTIES DRIVE                 |                                                           |    |
| 2.                                                                                                                  | 6.00 AC                                                | YES                                                                                        | NO                                                    | GRAHAM PROPERTIES DRIVE &<br>UNNAMED PUBLIC ACCESS           |                                                           |    |
| 3.                                                                                                                  | 4.81 AC                                                | YES                                                                                        | NO                                                    | LAMAR BOULEVARD & GRAHAM<br>PROPERTIES DRIVE                 |                                                           |    |
| 4.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 5.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 6.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 7.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 8.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 9.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 10.                                                                                                                 |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 11.                                                                                                                 |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 12.                                                                                                                 |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel" |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| Parent<br>Parcel                                                                                                    | 1,174,550SF<br>26.97 acres                             | YES                                                                                        | NO                                                    | U.S. HIGHWAY 98, UNNAMED PUBLIC<br>ACCESS, & LAMAR BOULEVARD |                                                           |    |
|                                                                                                                     | 521,066 SF<br>11.96 acres                              | Total square footage of new lots (verify total matches<br>existing parcel prior to splits) |                                                       |                                                              |                                                           |    |

**Use extra copies of this form if needed for additional lots.**

## 2. Infrastructure required:

Water/Sewer X Gas X Electric X Telephone X Cable X Streets X

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

OCT 17 2023  
*[Signature]*

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

- |                                                                         |                                                          |                                                    |
|-------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Variance (details below)                       | <input type="checkbox"/> Conditional Use (details below) | <input type="checkbox"/> Re-Zoning (details below) |
| <input checked="" type="checkbox"/> Subdividing of Lot, Parcel or Tract | <input type="checkbox"/> Overlay District                |                                                    |
| <input type="checkbox"/> Street or Alley Renaming                       | <input type="checkbox"/> Vacating Street or Alley        |                                                    |
| <input type="checkbox"/> Planned Mixed-Use District                     | <input type="checkbox"/> Planned Residential Development |                                                    |

**FOR VARIANCE ONLY:**

Check all appropriate variance types:

- |                                      |                                                              |                                           |
|--------------------------------------|--------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Sign        | <input type="checkbox"/> Setback (front, side or rear _____) | <input type="checkbox"/> Off-site Parking |
| <input type="checkbox"/> Lot Width   | <input type="checkbox"/> Lot Coverage Area                   | <input type="checkbox"/> Buffer           |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Open Space                          |                                           |

Land Development Code Section No. \_\_\_\_\_

Section No. \_\_\_\_\_

Section No. \_\_\_\_\_

**Staff Information**  
 – do not  
 complete

**FOR CONDITIONAL USE PERMIT ONLY:**

Check Applicable Type:

- |                                                     |                                                         |                                                   |
|-----------------------------------------------------|---------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Automotive filling station | <input type="checkbox"/> Group facility or home         | <input type="checkbox"/> Care Center (type _____) |
| <input type="checkbox"/> Digital Billboard, New     | <input type="checkbox"/> Digital Billboard, Replacement | <input type="checkbox"/> Solar Farm               |
| <input type="checkbox"/> Restaurant                 | <input type="checkbox"/> Telecommunications             | <input type="checkbox"/> Other _____              |

Land Development Code Section No. \_\_\_\_\_

**Staff Information**

**FOR RE-ZONING ONLY:**

Existing Zoning: \_\_\_\_\_

Proposed Zoning: \_\_\_\_\_



## Public Hearing Contact Information Form

### City of Hattiesburg - Planning Division

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

**Pre-Application Date:**

[Click here to enter a date.](#)

**Planner:**

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

Project Name: Hattiesburg Market Place, Lots 3, 4, & 5

Proposed Use(s): Commercial Development

Project Street Address: 6214 U.S. Highway 98

PPIN Number(s) (If unknown, can be found on tax receipt): 24497

Parcel Number(s): 052Q-10-044.000

Flood Zone(s): X

Historic District(s):

Zoning District(s): B-5

Proposed Cost of the Project:

### Project Representative Information

Name: Hunter Andrews, P.E., P.S.

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

☐ Other (Specify):

Phone: 601-794-4565

Fax:

Email: hunter@andrewsengineering.net

Mailing Address: P.O. Box 1935, Purvis, MS 39475

Name: Jason Graham

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

☐ Other (Specify):

Phone: 601-794-2253

Fax:

Email: JASON@THEGRAHAMBUILDING.COM

Mailing Address: P.O. Box 1207, Purvis, MS 39475

Name:

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

☐ Other (Specify):

Phone:

Fax:

Email:



Mailing Address:

**OWNER AFFIDAVIT PAGE**

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

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

JASON GRAHAM

Property Owner (print)

[Signature]  
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

JASON GRAHAM

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of October, 2023



[Signature]  
NOTARY PUBLIC

My Commission Expires:

4-20-2026

**APPLICANT AFFIDAVIT PAGE**

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

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

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Applicant (print)*

\_\_\_\_\_  
*Applicant (signature)*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**Personally came and appeared** before me, the within named

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

**GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE**, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

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

My Commission Expires:

\_\_\_\_\_

## PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

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

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

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

City Council Agenda Review Meeting Date- (you or your representative should attend): \_\_\_\_\_ Time: 4:00 p.m.  
City Council Meeting (Vote) Date - (you or your representative may attend): \_\_\_\_\_ Time: 5:00 p.m.

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

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

### The following paperwork MUST be attached to this application:

- \_\_\_\_\_ Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)
- \_\_\_\_\_ Site & Design Review Committee, if needed.
- \_\_\_\_\_ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)
- \_\_\_\_\_ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to [glowrey@hattiesburgms.com](mailto:glowrey@hattiesburgms.com) or [planning@hattiesburgms.com](mailto:planning@hattiesburgms.com).
- \_\_\_\_\_ An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)
- \_\_\_\_\_ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).
- \_\_\_\_\_ Other documents needed (per Planning Division).
  - \_\_\_\_\_ Maps of Digital Billboard Removal Sites      \_\_\_\_\_ Maps of Digital Billboard Replacement sites
  - \_\_\_\_\_ Documentation on measurements      \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ Payment to the City of Hattiesburg for filing application in the amount of \$ \_\_\_\_\_.

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

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

## Required Fees

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

### Public Hearing Fees:

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



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

**Plan Review Fees:**

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

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

**Make all checks payable to the City of Hattiesburg**

## Subdividing of Lot, Parcel or Tract Information (1\_page)

1. Property data:

1,174,550 SF/26.97 acres

**Parent Parcel / Existing lot/parcel/tract contains** \_\_\_\_\_ **Square Footage/Acres**

Lot Area Requirement: none (per B-5 zoning)

Lot Frontage Requirement: 100' at setback (per B-5 zoning)

Existing use of lot/parcel/tract vacant

To be subdivided into 3 lots/parcels (including parent parcel) – outlined below.

| Newly<br>subdivide<br>d Parcels                                                                                     | New lot size in<br>square footage (sf)<br>or acres (A) | New lot has<br>public road<br>frontage<br>(yes / no)                                       | New lot has<br>private road<br>frontage<br>(yes / no) | Indicate name of public or private road(s)                   | Staff - Lot area &<br>frontage<br>requirements<br>comply? |    |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------|----|
|                                                                                                                     |                                                        |                                                                                            |                                                       |                                                              | Yes                                                       | No |
| 1.                                                                                                                  | 1.15 AC                                                | YES                                                                                        | NO                                                    | U.S. HIGHWAY 98 & GRAHAM<br>PROPERTIES DRIVE                 |                                                           |    |
| 2.                                                                                                                  | 6.00 AC                                                | YES                                                                                        | NO                                                    | GRAHAM PROPERTIES DRIVE &<br>UNNAMED PUBLIC ACCESS           |                                                           |    |
| 3.                                                                                                                  | 4.81 AC                                                | YES                                                                                        | NO                                                    | LAMAR BOULEVARD & GRAHAM<br>PROPERTIES DRIVE                 |                                                           |    |
| 4.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 5.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 6.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 7.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 8.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 9.                                                                                                                  |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 10.                                                                                                                 |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 11.                                                                                                                 |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| 12.                                                                                                                 |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel" |                                                        |                                                                                            |                                                       |                                                              |                                                           |    |
| Parent<br>Parcel                                                                                                    | 1,174,550SF<br>26.97 acres                             | YES                                                                                        | NO                                                    | U.S. HIGHWAY 98, UNNAMED PUBLIC<br>ACCESS, & LAMAR BOULEVARD |                                                           |    |
|                                                                                                                     | 521,066 SF<br>11.96 acres                              | Total square footage of new lots (verify total matches<br>existing parcel prior to splits) |                                                       |                                                              |                                                           |    |

***Use extra copies of this form if needed for additional lots.***

2. Infrastructure required:

Water/Sewer X Gas X Electric X Telephone X Cable X Streets X

# HATTIESBURG MARKET PLACE (LOTS 3, 4, & 5)

PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10  
AND THE NE ¼ OF THE NW ¼ OF SECTION 15,  
TOWNSHIP 4 NORTH, RANGE 14 WEST  
CITY OF HATTIESBURG  
LAMAR COUNTY, MISSISSIPPI

LOT 3 - 1.15 ACRES±  
LOT 4 - 6.00 ACRES±  
LOT 5 - 4.81 ACRES±  
TOTAL - 11.96 ACRES±

COMMON AREA 'A'  
0.09 ACRES±  
3,847 SF±

**SURVEY REFERENCE POINT 1**  
SPC ZONE: MISSISSIPPI EAST 2301  
DATUM: NAD 83 / NAVD 88  
CONVERGENCE ANGLE: -0°17'22.35"  
COMBINED FACTOR: 0.999998333624  
NORTHING: 661412.782  
EASTING: 810292.984  
LAT: 31°19'02.62"  
LONG: 89°23'25.41"

**SURVEY REFERENCE POINT 2**  
SPC ZONE: MISSISSIPPI EAST 2301  
DATUM: NAD 83 / NAVD 88  
CONVERGENCE ANGLE: -0°17'28.63"  
COMBINED FACTOR: 0.999979491104  
NORTHING: 660758.804  
EASTING: 809243.841  
LAT: 31°18'56.09"  
LONG: 89°23'37.47"

## OWNER AND PROPERTY INFORMATION:

GRAHAM DEVELOPMENT, LLC THE FIRST AS THE LENDER

PARENT PARCELS - 11.96 ACRES±

SURVEY CLASS B

BEARINGS ORIENTED BY: GPS (GRID NORTH)

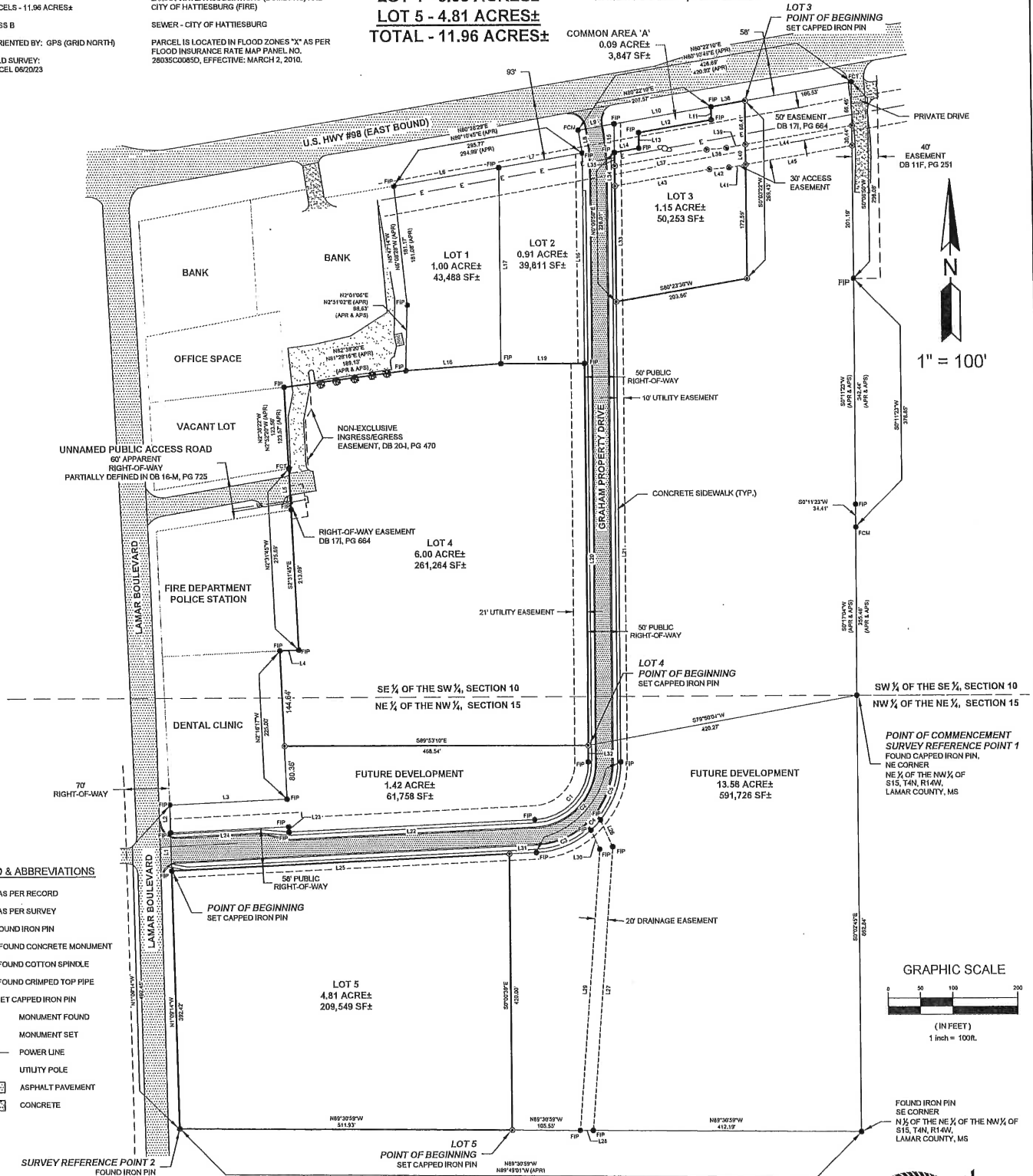
DATE OF FIELD SURVEY: PARENT PARCEL 06/20/23

SUBDIVISION SURVEYOR: ANDREWS ENGINEERING, PLLC

WATER SUPPLIER - ARNOLD LINE AND NORTH LAMAR WATER ASSOCIATIONS (DOMESTIC) AND CITY OF HATTIESBURG (FIRE)

SEWER - CITY OF HATTIESBURG

PARCEL IS LOCATED IN FLOOD ZONES "X" AS PER FLOOD INSURANCE RATE MAP PANEL NO. 28035C00850, EFFECTIVE: MARCH 2, 2010.



**ANDREWS ENGINEERING, PLLC**  
P.O. Box 1935 / Purvis, Mississippi 39475  
(601) 794-4565 / hunter@andrewsengineering.net



PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10  
AND THE NE ¼ OF THE NW ¼ OF SECTION 15,  
TOWNSHIP 4 NORTH, RANGE 14 WEST  
CITY OF HATTIESBURG  
LAMAR COUNTY, MISSISSIPPI

State of Mississippi  
County of Lamar

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: Jason Graham, Member  
Graham Development, LLC  
40 Deep South Lane  
Purvis, MS 39475

State of Mississippi  
County of Lamar

My commission expires on: \_\_\_\_\_

Notary Public

State of Mississippi  
County of Lamar

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Mackenzie Parker, Commercial Loan Officer, Vice President  
The First Bank

State of Mississippi  
County of Lamar

My commission expires on: \_\_\_\_\_

Notary Public

State of Mississippi  
County of Lamar

City Engineer

This subdivision is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on the, the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City Clerk Mayor

State of Mississippi  
County of Lamar

Hunter Andrews  
Professional Land Surveyor / License # 3123

State of Mississippi  
County of Lamar

My commission expires on: \_\_\_\_\_

Notary Public

Final approval of plat, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Urban Developer Director  
City of Hattiesburg

A PARCEL OF LAND BEING PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT AN IRON PIN AT THE SE CORNER OF THE SE 1/4 OF THE SW 1/4 OF TOWNSHIP 4 NORTH, RANGE 14 WEST, LAUREL COUNTY, MISSISSIPPI; THENCE RUN N60°17'00"E FOR 100.00' TO A CAPPED IRON PIN; THENCE RUN N60°56'00"E FOR 100.00' TO A CAPPED IRON PIN; THENCE RUN E81°00'00" TO THE EAST LINE OF SAID FORTY FOR 376.89' TO AN IRON PIN; THENCE RUN N00°50'E ALONG EAST LINE OF SAID FORTY FOR 196.50' TO A CAPPED IRON PIN; THENCE RUN S82°02'00" TO THE SOUTHERN RIGHT-OF-WAY OF SAID FORTY FOR 158.32' TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN S03°32'21" FOR 269.49' TO A CAPPED IRON PIN; THENCE RUN S50°23'36" FOR 208.86' TO A CAPPED IRON PIN; THENCE RUN N00°00'00" TO THE EAST LINE OF SAID FORTY, CAPTURED PUBLIC ROAD; THENCE RUN N60°56'00" ALONG SAID RIGHT-OF-WAY OF SAID FORTY FOR 266.01' TO A CAPPED IRON PIN; THENCE RUN N80°22'10" FOR 37.92' TO A CAPPED IRON PIN; THENCE RUN N80°22'10" FOR 113.80' TO A CAPPED IRON PIN; THENCE RUN N00°56'00" FOR 20.00' TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF SAID FORTY; 598. THENCE RUN N80°22'10" ALONG SAID RIGHT-OF-WAY OF SAID FORTY FOR 158.32' TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 1.154 ACRES (50.254 SQ. YARDS) MORE OR LESS.

A PARCEL OF LAND BEING PART OF THE SE  $\frac{1}{4}$  OF THE SW  $\frac{1}{4}$  OF SECTION 10,  
AND THE NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14  
WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT AN IRON PILE AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN 579°50'W FOR 420.27' TO A CAPPED IRON PILE ON THE WESTERN RIGHT-OF-WAY OF A FUTURE PUBLIC ROAD; THENCE RUN N85°10'W FOR 468.54' TO A CAPPED IRON PILE; THENCE RUN N2°16'17"W FOR 144.64' TO AN IRON PILE; THENCE RUN N87°25'4"E FOR 29.37' TO AN IRON PILE; THENCE RUN N2°31'45"W FOR 275.69' TO A CRIMPED TOP NAIL; THENCE RUN N2°36'22"W FOR 123.58' TO AN IRON PILE; THENCE RUN N82°38'20"E FOR 169.13' TO AN IRON PILE; THENCE RUN N89°05'10"E FOR 137.07' TO AN IRON PILE; THENCE RUN N89°05'10"E FOR 128.35' TO AN IRON PILE ON THE WESTERN RIGHT-OF-WAY OF A FUTURE PUBLIC ROAD; THENCE RUN S0°06'50"W ALONG SAID RIGHT-OF-WAY FOR 579.85' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 6.00 ACRES MORE OR LESS.

I certify that this instrument was filed for record in my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in plat book \_\_\_\_\_, page \_\_\_\_\_, slide \_\_\_\_\_.

Chancery Clerk

SURVEYOR'S CERTIFICATE  
State of Mississippi  
County of Lamar

This is to certify that I have surveyed the land shown on this plat and fully described on this plat and have subdivided the same with lots according to the requirements of the County and the subdivision laws of the State of Mississippi governing surveying, dividing and mapping the land and that the plat hereon is a correct representation of the said survey and subdivision, and that all monuments indicated thereon actually exist and their location, size and materials are correctly shown.

This the                      day of                      , 2023.

Hunter Andrews  
Professional Land Surveyor / License # 3123

A PARCEL OF LAND BEING PART OF THE NE ¼ OF THE NW ¼ OF SECTION 15,  
TOWNSHIP 4 NORTH, RANGE 14 WEST, CITY OF HATTIESBURG, LAMAR COUNTY,  
MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS  
ARE BASED ON GRID NORTH)

COMMENCING AT A CAPPED IRON PILE AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S00°42'45"E ALONG THE EAST LINE OF THE SAID FORTY FOR 662.67 TO AN IRON PILE AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 FOR 537.78 TO AN IRON PILE FOR THE POINT OF BEGINNING; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 FOR 511.93 TO AN IRON PILE ON THE EASTERN RIGHT-OF-WAY OF LAMAR BOULEVARD, THENCE RUN S88°43'41"W ALONG THE RIGHT-OF-WAY FOR 382.42 TO A CAPPED IRON PILE ON THE SOUTHERN RIGHT-OF-WAY OF GRAHAM PROPERTY DEED; THENCE RUN N87°23'14"E ALONG SAID RIGHT-OF-WAY FOR 520.26 TO A CAPPED IRON PILE; THENCE RUN S00°03'32"E FOR 420.00 BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 4.81 ACRES MORE OR LESS.

- 1) IRON PINS ARE 1/2"Ø X 18" REBAR CAPPED WITH COA #366 UNLESS OTHERWISE NOTED.
- 2) RECORD SEARCH FOR EASEMENTS, RIGHTS-OF-WAY, ETC., AND TITLE OPINION NOT PERFORMED AS PART OF SURVEY.
- 3) ST. STEPHENS PRINCIPAL MERIDIAN.
- 4) STATE PLANE COORDINATES WERE DERIVED FROM THE GULF COAST GEOSPATIAL CENTER ON 6/20/23.

| PARCEL CURVE DATA |         |         |           |         |                 |
|-------------------|---------|---------|-----------|---------|-----------------|
| SEGMENT           | LENGTH  | RADIUS  | DELTA     | CHORD   | CHORD DIRECTION |
| C1                | 133.34' | 87.50'  | 67°16'54" | 120.81' | N43°46'17"E     |
| C2                | 209.54' | 137.49' | 67°19'21" | 189.84' | S43°46'17"W     |
| C3                | 92.60'  | 137.49' | 38°35'24" | 90.86'  | N68°06'16"E     |
| C4                | 21.42'  | 137.49' | 6°59'35"  | 21.40'  | N44°22'46"E     |
| C5                | 95.52'  | 137.49' | 35°46'22" | 93.61'  | N20°00'48"E     |

| PARCEL LINE DATA |         |             |
|------------------|---------|-------------|
| SEGMENT          | LENGTH  | DIRECTION   |
| L1               | 58.02'  | N1°09'14"W  |
| L2               | 42.01'  | N1°09'14"W  |
| L3               | 180.22' | N87°25'44"W |
| L4               | 29.37'  | N87°25'44"W |
| L5               | 62.60'  | N2°31'45"W  |
| L6               | 164.57' | N80°28'29"E |
| L7               | 131.30' | N80°28'29"E |
| L8               | 35.03'  | N8°20'05"W  |
| L9               | 56.57'  | N80°22'10"E |
| L10              | 151.00' | N80°22'10"E |
| L11              | 20.00'  | N0°05'50"E  |
| L12              | 113.00' | N80°22'10"E |
| L13              | 23.40'  | N0°05'50"E  |
| L14              | 37.32'  | N80°22'10"E |
| L15              | 43.89'  | N0°05'50"E  |

| PARCEL LINE DATA |         |             |
|------------------|---------|-------------|
| SEGMENT          | LENGTH  | DIRECTION   |
| L16              | 318.77' | S0°06'S05"W |
| L17              | 296.80' | S0°06'S05"W |
| L18              | 147.31' | N86°00'34"E |
| L19              | 129.35' | S89°53'10"W |
| L20              | 579.85' | S0°06'S05"W |
| L21              | 688.40' | S0°06'S05"W |
| L22              | 378.87' | S87°25'44"W |
| L23              | 8.00'   | S2°34'16"E  |
| L24              | 181.26' | S87°25'44"W |
| L25              | 520.26' | N87°25'44"W |
| L26              | 44.76'  | S24°47'31"E |
| L27              | 43.35'  | S4°35'31"E  |
| L28              | 202.85' | N89°30'59"E |
| L29              | 429.04' | S4°35'31"E  |
| L30              | 31.91'  | S24°47'31"E |

| PARCEL LINE DATA |         |             |
|------------------|---------|-------------|
| SEGMENT          | LENGTH  | DIRECTION   |
| L31              | 42.31'  | N87°29'44"E |
| L32              | 25.04'  | S80°22'50"E |
| L33              | 175.09' | N0°05'50"E  |
| L34              | 30.44'  | N0°05'50"E  |
| L35              | 20.48'  | N0°05'50"E  |
| L36              | 52.60'  | N80°22'39"W |
| L37              | 143.38' | S80°22'39"W |
| L38              | 30.11'  | S85°06'24"W |
| L39              | 29.83'  | S80°22'39"W |
| L40              | 30.43'  | N0°03'22"E  |
| L41              | 25.89'  | N80°22'39"E |
| L42              | 30.11'  | N85°06'24"E |
| L43              | 147.23' | N80°22'39"E |
| L44              | 166.46' | S80°22'39"E |
| L45              | 166.42' | N80°22'39"E |



***TRAFFIC IMPACT STUDY***  
***Hattiesburg Marketplace Development***  
**Lamar County, Mississippi**

Prepared for:

**Graham Development, LLC**

40 Deep South Lane

Purvis, MS 39475

Prepared by:



210 E. Capitol Street, Suite 1150

Jackson, MS 39201



**11-17-2023**

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## 1.0 INTRODUCTION

### 1.1 Overview

A Traffic Impact Study (TIS) has been completed for the proposed commercial site in Lamar County, MS. The site is to be located in the southeast quadrant of the US Highway 98 and Lamar Boulevard intersection. The proposed development will consist of 30.95 acres containing fast food restaurants, a furniture store, and a tractor supply store. A site plan is provided in **Appendix A**. The development is estimated to begin construction upon approval from the City of Hattiesburg and is expected to be completed in 2024.

The following intersections are included in the study area and will be analyzed for this report:

- 1) US Highway 98 at Lamar Boulevard
- 2) US Highway 98 at Graham Property Drive
- 3) US Highway 98 at the Adcock Pool Access Driveway
- 4) Lamar Boulevard at Graham Property Drive
- 5) Lamar Boulevard at Fire Station Access Driveway

The scope of this TIS was to project what impact(s) the proposed new site generated trips will have on the above study intersections. In addition, this TIS will recommend geometric and/or operational improvements (if needed) in order to alleviate any negative impacts to the study area intersections/roadways.

### 1.2 Study Objectives

This traffic study was accomplished through the completion of the following objectives:

- A 12-hour turning movement count was conducted from 6:30 AM – 6:30 PM at the intersection of US Highway 98 with Lamar Boulevard for use in a traffic signal warrant analysis and the AM and PM peak turning movement counts (TMCs) were collected from 7:00-9:00 AM and from 4:00-6:00 PM at the intersections of Lamar Boulevard with Graham Property Drive and US Highway 98 with the Adcock Pool Access Driveway at the median crossover east of the US Highway 98 and Lamar Boulevard intersection. A growth factor will be obtained by utilizing nearby MDOT historic volumes;
- Observation of area roadway conditions;
- Estimation of the AM and PM peak-hour site-generated new trips;
- Projection of the AM and PM peak directional distribution of new site trips, based on existing traffic counts, population densities and engineering judgement;

- Assignment of the new AM and PM peak site-generated trips to the study intersections;
- Evaluation of the existing and future traffic signal needs at the intersection of US Highway 98 based on volumes of a typical weekday;
- Performance of peak-hour capacity analyses at the study intersections based on each construction stage; and
- Determination of what improvements are needed, if any, to the proposed study-area roadways/intersections, in order to mitigate any negative impacts that may result from the additional traffic from the proposed development.

The sources for the information used in this report include: The Institute of Transportation Engineers' *Trip Generation, 11th Edition*; the American Association of State Highway and Transportation Officials' *2011 Policy on Geometric Design of Highways and Streets*; the *2009 Manual on Uniform Traffic Control Devices (MUTCD)*; the *6<sup>th</sup> Edition of the Highway Capacity Manual*; Graham Development, LLC; the City of Hattiesburg; National Data & Surveying Services; and field reconnaissance and other information collected by Gresham Smith.

## 2.0 EXISTING SITE CONDITIONS

### 2.1 Site Location & Access

The proposed development is to sit on an approximately 31-acre site located in the southeast quadrant of the intersection of US Highway 98 at Lamar Boulevard. A new roadway, Graham Property Drive, is being built within the property to provide parcels with internal circulation and access to the roadway network. This roadway will connect Lamar Boulevard to US Highway 98 via a central path through the site. The connection at Lamar Boulevard will have three lanes, one in-bound and two out-bound with the out-bound lanes consisting of a right-turn only lane and a shared thru-left lane. The connection at US Highway 98 will have a right-in, right-out only access with one lane each for ingress and egress. An existing roadway located next to the Fire Station on Lamar Boulevard will also be a connection to Lamar Boulevard from the furniture store parking lot. A parcel in the northeast quadrant of the site will have a connection to the existing Adcock Pool Access Driveway that is lined up with the median crossover east of the US Highway 98 and Lamar Boulevard intersection. This existing driveway has one entering and one exiting lane. See **Figure 1** for the site location map and see **Appendix A** for the site plan.

## 2.2 Traffic Data Collection

In establishing existing traffic volumes, a 12-hour TMC was conducted from 6:30 AM – 6:30 PM at the intersection of US Highway 98 with Lamar Boulevard for use in a traffic signal warrant analysis and the AM and PM peak TMCs were collected from 7:00-9:00 AM and from 4:00-6:00 PM at the intersections of Lamar Boulevard with Graham Property Drive and US Highway 98 with the Adcock Pool Access Driveway. Detailed results from each count and a summary diagram of the existing peak hour counts (**Figures 1 & 2**) are provided in **Appendix B**.

The traffic volume count indicates that Lamar Boulevard and US Highway 98 currently accommodate roughly 2,300 and 36,000 vehicles per day in this area, respectively. The traffic volume counts were collected by National Data & Surveying Services personnel on Wednesday, November 8, 2023. A Mississippi Department of Transportation (MDOT) traffic count station, located on US Highway 98 along the frontage of the site, also estimated the Average Daily Traffic (ADT) volume to be 36,000 vehicles in 2022. The MDOT ADT count at this location rose from 37,000 in 2012 to 39,000 in 2016 and 2017 before steadily declining starting in 2018, preceding the start of the pandemic. Other count stations in the area indicate a flat or negative growth rate as well. However, an estimated annual traffic growth rate of 1.5% was used during this study due to considering the increase in the Hattiesburg population, according to the United States Census, and an objective to take a conservative approach to this study.

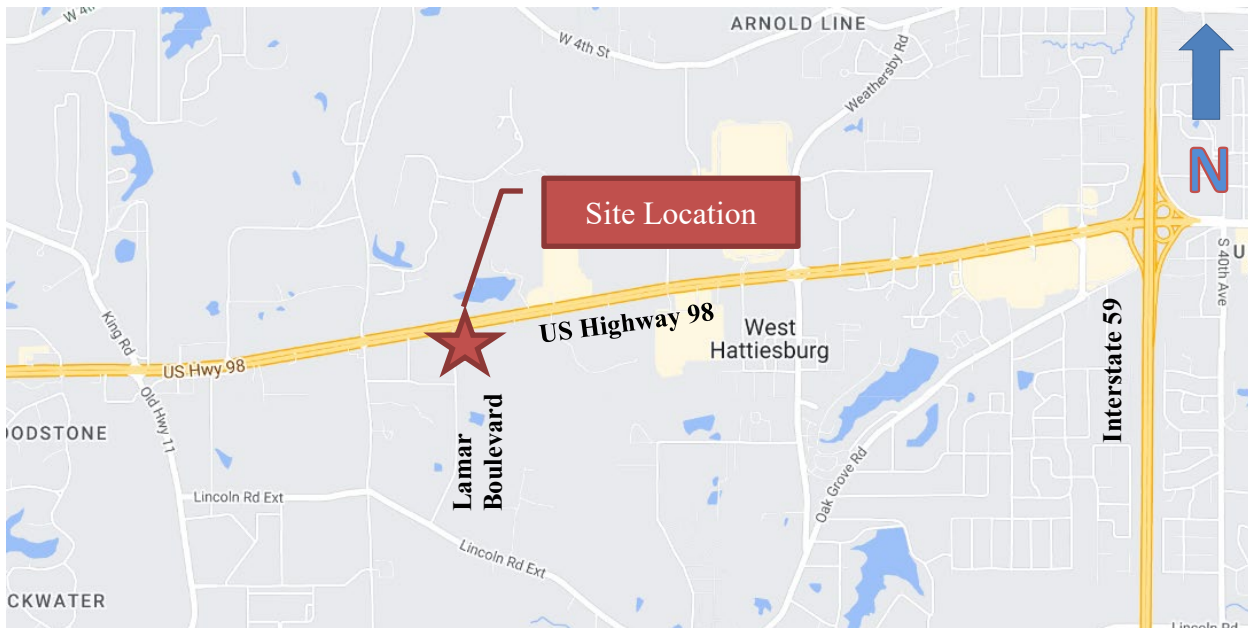
## 2.3 Study Area Roadways

US Highway 98 is a six-lane, east/west running roadway with a posted speed limit of 55 mph near the site. It connects the City of Columbia to the west with the City of Hattiesburg and is classified as a Principal Arterial on the MDOT Urban Functional Classification map. US Highway 98 has three 12-foot lanes in each direction that are separated by a 52-foot median. Typically, there are exclusive right-turn lanes for larger intersections and exclusive left-turn lanes at the median crossovers and intersections.

Lamar Boulevard is a three-lane roadway with curb and gutter that has a raised, grass median in some sections and a Two-Way-Left-Turn-Lane (TWLTL) in other sections. All three lanes are 12-foot wide. There is a posted speed limit of 30 mph near the site. Lamar Boulevard is nearly 0.75 miles long and connects Lincoln Road Extension, classified as a Major Collector, at the southern end to US Highway 98 on the northern end and would be considered a Local Road.

Graham Property Drive is being constructed within the site to provide access to the parcels. This road will provide access management by supplying organized and limited access from the on-site businesses to the local roadway network. Graham Property Drive has a typical section of two 12-foot lanes with curb and gutter and sidewalks on both sides of the road.

Figure 1: Site Location Map



## 2.4 Sight Distance

A sight distance evaluation was performed by Gresham Smith personnel during a field review on Monday, November 13, 2023 at the two intersections of Graham Property Drive at US Highway 98 and at Lamar Boulevard. As part of this review, it was determined that adequate intersection sight distance (ISD) is provided from both intersections for the minimum setback distance of 15 feet. This setback distance is how far the side-street driver's eye is typically located from the closest edge of travel way when they are at a comfortable distance from the major road to make the decision to proceed or not. The ISD distance is based on the posted speed of the major road, the approach grade of the side street, and the number of lanes that need to be crossed for each particular movement.

Lamar Boulevard is mostly flat and straight near the intersection with Graham Property Drive. Vehicles are visible for more than 800 feet in both directions when looking from a driver's eye height and location on Graham Property Drive, see **Figures 2 and 3**. The *AASHTO Green Book-6<sup>th</sup> Edition* requires a minimum ISD of 355 feet for turning left across two lanes and a median when the major road speed is 30 mph. Additionally, an ISD of 290 feet is required for turning right at this location. It should be noted that vegetation currently encroaches into the sight triangle in the northeast quadrant of the intersection, reducing the sight distance looking to the north, see **Figure 4**. This area will need to be cleared before Graham Property Drive is open to the public.

US Highway 98 contains a sight-limiting vertical crest located to the west of the intersection with Graham Property Drive, see **Figure 5**. The *AASHTO Green Book-6<sup>th</sup> Edition* requires a minimum stopping sight distance (or SSD) of 495 feet and a minimum ISD of 530 feet for a speed of 55 mph where a car is turning right from a stopped position on a side street. A sight distance of 730 feet was



measured in the field, which meets these requirements. For comparison, the sight distance requirements would still be met if vehicles on US Highway 98 were traveling at 70 mph.

**Figure 2: View to the south from Graham Property Drive at Lamar Boulevard**



**Figure 3: View to the north from Graham Property Drive at Lamar Boulevard**





**Figure 4: Vegetation in the northeast quadrant**



**Figure 5: View to the west from Graham Property Drive at US Highway 98**



### 3.0 FUTURE TRAFFIC CONDITIONS

#### 3.1 Site Traffic Generation

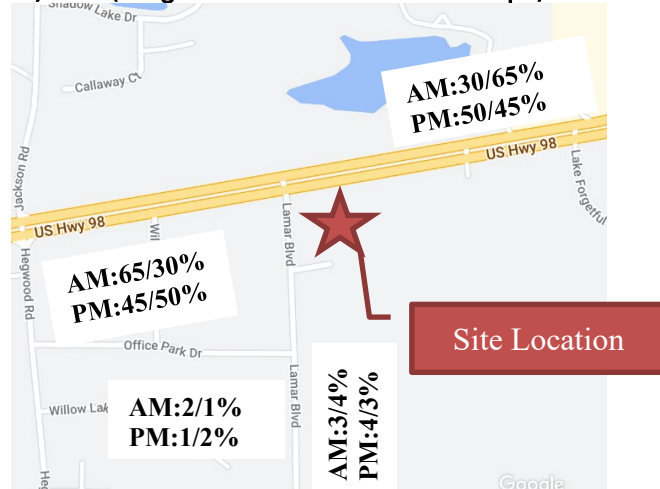
In determining the AM and PM peak-hour trips that will be generated by this new development, the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition was used. The proposed development includes a restaurant with a drive-thru window, a furniture store, and a tractor supply store. However, a coffee shop with a drive-thru window and another restaurant with a drive-thru window are currently being constructed on this site. These two additional parcels are being included in this study as they will impact the traffic being generated at this site once they are operational. The new trips generated by the proposed site are composed of “primary trips,” “internal trips,” and “pass-by trips”. Primary trips are trips made for the specific purpose of visiting the generator. The trip usually goes from origin to generator and then returns to the origin. Internal trips are those that take place between different destinations within one site. These do not require returning to the adjacent roadway network between stops and therefore will only count as one new trip despite the multiple destinations within the site. Pass-by trips are part of the existing (or background) traffic that will enter and exit the new development from the adjacent roadway as they pass-by on their way to their primary destination. Pass-by trips do not result in new traffic on the existing roadway network.

The proposed development will consist of a 21,930 SF tractor supply store (Land Use 810 – Tractor Supply), a 65,600 SF furniture store (Land Use 890 – Furniture Store), a 3,600 SF and 2,000 SF fast food restaurant (Land Use 934 – Fast Food with Drive-Thru (2)), and a 2,000 SF coffee shop (Land Use 937 – Coffee Shop with Drive-Thru). The resulting new peak-hour primary and pass-by trip tables are provided in **Appendix C**.

#### 3.2 Site Traffic Distribution

The new peak-hour, primary trips were distributed on the existing roadway network according to the recently collected peak-hour traffic volumes and engineering judgement. As a result, it is projected that the new primary trips and pass-by trips will enter and exit the site using the distributions as shown in the figures below.

**Figure 6-A: Primary Trip Distributions  
In/Out (Origination & Destination Stops)**



**Figure 6-B: Pass-by Trip Distributions  
(Intermediate Stops)**



### 3.3 Future Traffic Volumes

An analysis of Opening Year (2024) traffic volumes was performed. A growth rate of 1.5%, as discussed in section 2.2, was used for this analysis. The expected Opening Year peak-hour traffic volumes (Future) are made up of the existing peak-hour traffic counts (illustrated in **Figures 1 & 2** in **Appendix B**) grown from 2023 to 2024 using the developed growth rate, and are illustrated in **Figures 3 & 4** in **Appendix B**.

The future post-development peak-hour traffic volumes (Future Plus Site) are made up of the grown peak-hour traffic counts plus the new site-generated trips and the pass-by trips (illustrated in **Figures 5 & 6** in **Appendix B**).

## 4.0 TRAFFIC ANALYSES

### 4.1 Intersection Capacity Analyses

Unsignalized intersection capacity analyses were performed for the study area intersections during the AM and PM peaks at each analysis stage. These capacity analyses are based on the Two-Way Stop Control (TWSC) methods outlined in the *6<sup>th</sup> Edition Highway Capacity Manual* and were performed with *Synchro 12 Software*. The capacity analyses results are described in terms of Level of Service (LOS). The LOS ranges from "A" thru "F", with "A" representing the most desirable conditions and "F" representing the most undesirable conditions. Generally, an approach LOS of "D" or better is acceptable during peak traffic conditions, while a LOS of "C" or better is preferred. A LOS of "E" at low-volume side roads may still meet driver's expectations. The LOS for individual

movements should also be considered. For a summary of these results, see **Table 1**, while detailed capacity analysis results are provided in the *Synchro* reports in **Appendix E**. See **Appendix F** for a brief explanation of the LOS.

It should be noted that there are some limitations to the analysis methodologies. Current traffic analysis formulas have not been designed to assess two-way, stop controlled intersections when there are six lanes on the major roadway. Also, during the site visit it was observed that the near-by

**Table 1: Unsignalized Peak Hour Capacity Analysis Summary**

| Approach                                            | AM Peak                     |                             |                             | PM Peak                     |                             |                             |
|-----------------------------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
|                                                     | Existing<br>-2023           | Future<br>-2024             | Fut. + Site<br>-2024        | Existing<br>-2023           | Future<br>-2024             | Fut. + Site<br>-2024        |
|                                                     | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) |
| <b>US Highway 98 at</b>                             |                             |                             |                             |                             |                             |                             |
| <b>Lamar Boulevard</b>                              | A/4.4                       | A/5.0                       | A/7.4*                      | A/2.3                       | A/2.4                       | D/26.2                      |
| • Eastbound approach                                | A/0.0                       | A/0.0                       | A/0.0                       | A/0.1                       | A/0.1                       | A/0.1                       |
| • Westbound approach                                | A/5.5                       | A/6.0                       | C/23.0                      | A/0.8                       | A/0.9                       | A/2.5                       |
| • Northbound approach                               | F/115.2                     | F/134.7                     | F/~                         | E/45.5                      | E/48.3                      | F/482.5                     |
| <b>Graham Property Drive</b>                        | -                           | -                           | A/2.3                       | -                           | -                           | A/0.3                       |
| • Eastbound approach                                | -                           | -                           | A/0.0                       | -                           | -                           | A/0.0                       |
| • Westbound approach                                | -                           | -                           | A/0.0                       | -                           | -                           | A/0.0                       |
| • Northbound approach                               | -                           | -                           | F/57.8                      | -                           | -                           | C/22.2                      |
| <b>Adcock Pool Access Driveway</b>                  | A/0.2                       | A/0.2                       | A/3.9                       | A/0.3                       | A/0.3                       | A/2.6                       |
| • Eastbound approach                                | A/0.0                       | A/0.0                       | A/0.1                       | A/0.0                       | A/0.0                       | A/0.1                       |
| • Westbound approach                                | A/0.2                       | A/0.2                       | A/1.2                       | A/0.1                       | A/0.1                       | A/0.4                       |
| • Northbound approach                               | F/54.8                      | F/57.3                      | F/214.9                     | F/68.4                      | F/71.8                      | F/171.1                     |
| <b>Lamar Boulevard at</b>                           |                             |                             |                             |                             |                             |                             |
| <b>Office Park Drive/<br/>Graham Property Drive</b> | A/1.1                       | A/1.1                       | A/2.6                       | A/1.5                       | A/1.5                       | A/2.8                       |
| • Eastbound approach                                | A/9.6                       | A/9.6                       | B/10.3                      | A/9.05                      | A/9.05                      | A/9.4                       |
| • Westbound approach                                | -                           | -                           | A/9.7                       | -                           | -                           | A/9.4                       |
| • Northbound approach                               | A/1.3                       | A/1.3                       | A/1.3                       | A/0.9                       | A/0.9                       | A/0.9                       |
| • Southbound approach                               | A/0.0                       | A/0.0                       | A/1.3                       | A/0.0                       | A/0.0                       | A/1.8                       |
| <b>Fire Station Access Driveway</b>                 | A/0.0                       | A/0.0                       | A/1.9                       | A/0.0                       | A/0.0                       | A/1.8                       |
| • Westbound approach                                | -                           | -                           | A/9.0                       | -                           | -                           | A/9.2                       |
| • Northbound approach                               | A/0.0                       | A/0.0                       | A/0.0                       | A/0.0                       | A/0.0                       | A/0.0                       |
| • Southbound approach                               | A/0.0                       | A/0.0                       | A/1.7                       | A/0.0                       | A/0.0                       | A/1.8                       |

~ = Volume exceeds capacity

\* = The full delay is not included



traffic signals on US Highway 98 provided some significant gaps in the mainline traffic that allowed the side road vehicles to enter and cross US Highway 98 at a better rate than what is portrayed in the LOS analysis. The analysis software assumes random arrivals, causing higher delays. The detailed analysis and simulation models that would be necessary to include these signals is beyond the scope of this project. However, the *Synchro* analysis does provide a meaningful indication of the field conditions and allows for comparison between scenarios.

All of the study intersections were analyzed with their current geometry and as unsignalized with stop control for the minor approach(es). These analyses indicate that upon completion of development, the intersections of Lamar Boulevard with Graham Property Drive and with the Fire Station Access Driveway will operate at an acceptable LOS during the AM and PM peaks with no additional improvements required.

The intersections of US Highway 98 with Lamar Boulevard, Graham Property Drive, and Adcock Pool Access Driveway appear to operate at an overall acceptable LOS. However, some of the individual movements have significant delay in the existing condition which is expected to increase in the Future and Future + Site traffic conditions. The most significant delay condition is at the intersection of US Highway 98 with Lamar Boulevard. The potential need for a signal at this intersection is discussed in the following section.

#### 4.2 Traffic Signal Volume Warrants

Intersection turning movement counts (TMCs) were collected at the intersection of US Highway 98 with Lamar Boulevard on Wednesday, November 8, 2023, to be used in performing the signal warrant analysis. These counts were taken for 12 continuous hours, from 6:30 AM until 6:30 PM, and in 15-minute intervals. See **Appendix B** for the results of this TMC. These evaluations were performed using the existing traffic volumes and according to the guidelines in the MUTCD (Latest Edition) using a city population greater than 10,000, a divided median, and a speed limit of 55 mph on US Highway 98.

Signal Warrant 1A applies if there is a large volume of intersecting traffic for eight hours of the day. Signal Warrant 1B applies if the major street traffic is so heavy that it causes excessive delay on the minor road for eight hours of the day. While Warrant 1A was not met, Warrant 1B was met during 11 hours of the day.

Signal Warrant 2 states that a signal shall be considered if there is a large volume of intersecting traffic for four hours of the day. These volume thresholds were met for nine hours of the day. Signal Warrant 3 applies when there is an extra-large volume of intersecting traffic during at least one peak hour of the day. The Warrant 3 volume thresholds were met during 6 hours of the day.

A Signalized intersection capacity analysis was performed for this intersection during the AM and PM peaks during the Future and Future + Site analysis stages. It is anticipated that the traffic signal would not be built before 2024 and therefore an analysis of the existing condition was not completed. A summary of these results can be found in **Table 2** while detailed capacity analysis results are provided in the *Synchro* reports in **Appendix E**. The results indicate that a significant reduction in delay can be provided for the Lamar Boulevard approach.

It is recommended that a traffic signal should be considered at this intersection whether the site development occurs or not since several Signal Warrants were met during significant portions of the day with the existing traffic volumes. A likely added benefit would be that this signal could be coordinated with other near-by signals. This could more readily ensure gaps in the mainline traffic that could be used to reduce the delay for the side streets at the intersections of US Highway 98 with Graham Property Drive and the Adcock Pool Access Driveway, while not adding significantly to the delay of the major street.

**Table 2: Signalized Peak Hour Capacity Analysis Summary**

| Approach                | AM Peak                     |                             | PM Peak                     |                             |
|-------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
|                         | Future<br>-2024             | Fut. + Site<br>-2024        | Future<br>-2024             | Fut. + Site<br>-2024        |
|                         | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) | LOS /<br>Delay<br>(sec/veh) |
| <b>US Highway 98 at</b> |                             |                             |                             |                             |
| <b>Lamar Boulevard</b>  | A/7.1                       | A/9.7                       | A/6.4                       | A/8.4                       |
| • Eastbound approach    | A/7.2                       | A/9.9                       | A/6.6                       | A/8.5                       |
| • Westbound approach    | A/4.4                       | A/6.1                       | A/3.8                       | A/5.3                       |
| • Northbound approach   | D/40.1                      | D/39.9                      | D/38.7                      | D/38.1                      |



## 5.0 CONCLUSIONS

A Sight Distance evaluation was conducted by Gresham Smith at the two intersections of Graham Property Drive with US Highway 98 and with Lamar Boulevard. It was determined by field observation that adequate intersection sight distance (ISD) is provided at both intersections. Using 30 mph, the *AASHTO Green Book-6<sup>th</sup> Edition* requires a minimum ISD of 290 feet looking south and 355 looking north at the Lamar Boulevard intersection. Vehicles are visible for more than 800 feet in both directions. A minimum ISD of 530 feet is required looking west at the US Highway 98 intersection for the 55 mph speed limit. A sight distance of 730 feet was measured at this location. **However, it is recommended that the area within the sight triangle in the northeast quadrant of the intersection of Lamar Boulevard with Graham Property Drive be cleared of vegetation before the development is open to the public.**

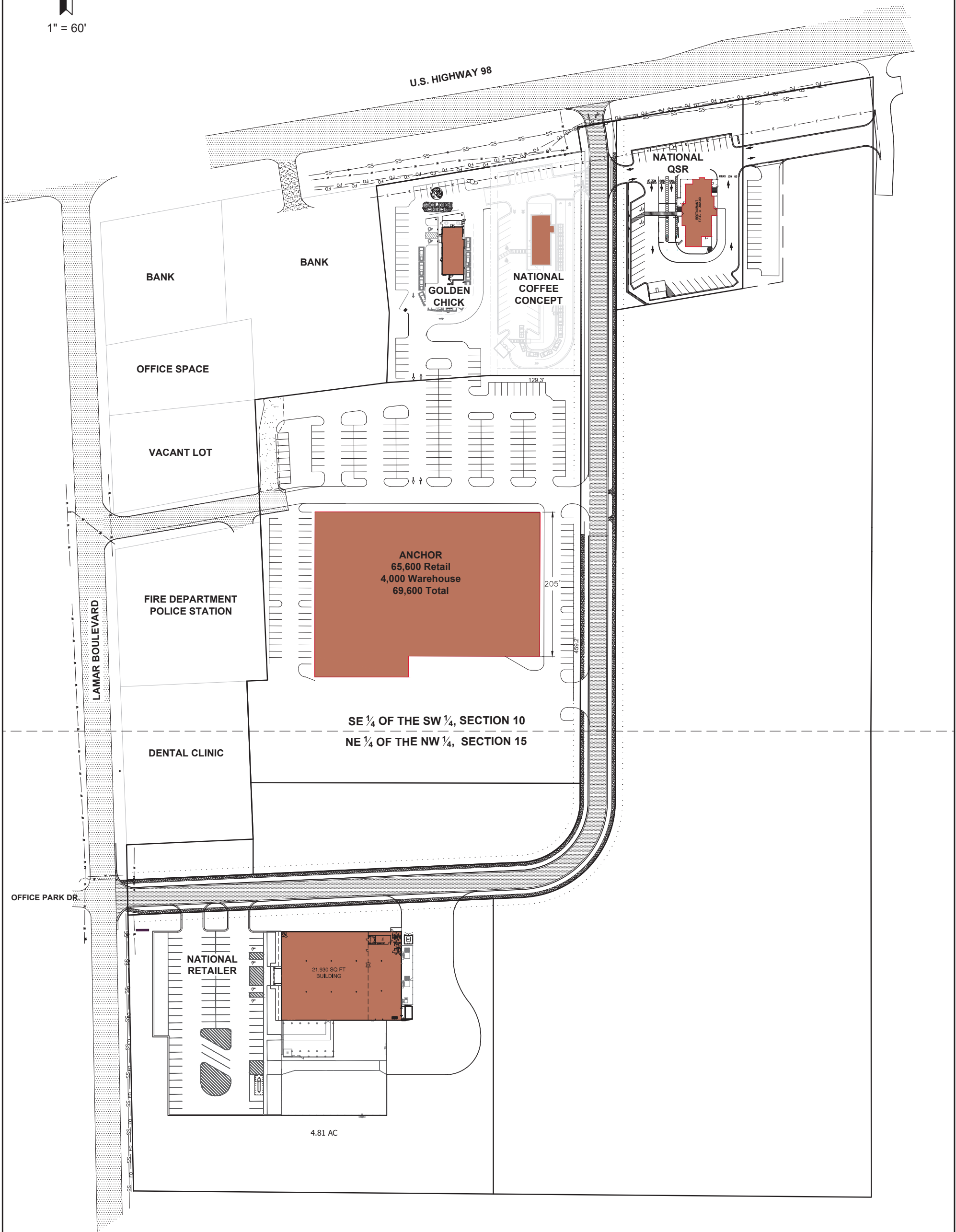
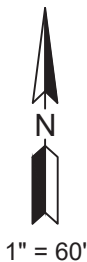
Intersection capacity analyses have been completed for each approach at each study-area intersection during all stages. These analyses were performed with *Synchro 12 software* and are based on the guidelines in the 6<sup>th</sup> Edition Highway Capacity Manual. All of the study intersections were analyzed with their current geometry and as unsignalized with stop control for the minor approach(es). These analyses indicate that upon completion of development, the intersections of Lamar Boulevard with Graham Property Drive and with the Fire Station Access Driveway will operate at an acceptable LOS during the AM and PM peaks with no additional improvements required.

The intersections of US Highway 98 with Lamar Boulevard, Graham Property Drive, and Adcock Pool Access Driveway currently have significant delay for individual movements and can be expected to increase as traffic volumes increase. The most significant delay condition is at the intersection of US Highway 98 with Lamar Boulevard. A traffic signal appears to be warranted currently and could potentially reduce the amount of delay at this intersection and perhaps the other study intersections along US Highway 98. **It is recommended that a traffic signal is considered for the intersection of US Highway 98 at Lamar Boulevard whether the proposed project is constructed or not.**

## **APPENDIX A**

### **Proposed Site Area Map**

OVERALL SITE  
AREA 30.95 ACRES±



PREPARED BY:



PROJECT TITLE:

**HATTIESBURG MARKETPLACE  
HATTIESBURG, MISSISSIPPI**

PREPARED FOR:

**GRAHAM DEVELOPMENT, LLC**

DRAWING NAME:

**OVERALL SITE LAYOUT  
APRIL 24, 2023**

## **APPENDIX B**

### **Traffic Data**

# National Data & Surveying Services

## Intersection Turning Movement Count

**Location:** Lamar Blvd & US-98  
**City:** Hattiesburg  
**Control:** 1-Way Stop(NB)

**Project ID:** 23-440006-001  
**Date:** 11/8/2023

|                         |  | <b>Total</b>        |         |           |         |            |         |         |         |           |            |           |         |           |            |         |         |                      |  |
|-------------------------|--|---------------------|---------|-----------|---------|------------|---------|---------|---------|-----------|------------|-----------|---------|-----------|------------|---------|---------|----------------------|--|
| NS/EW Streets:          |  | Lamar Blvd          |         |           |         | Lamar Blvd |         |         |         | US-98     |            |           |         | US-98     |            |         |         |                      |  |
| AM                      |  | NORTHBOUND          |         |           |         | SOUTHBOUND |         |         |         | EASTBOUND |            |           |         | WESTBOUND |            |         |         | TOTAL                |  |
|                         |  | 1<br>NL             | 0<br>NT | 1<br>NR   | 0<br>NU | 0<br>SL    | 0<br>ST | 0<br>SR | 0<br>SU | 1<br>EL   | 3<br>ET    | 1<br>ER   | 0<br>EU | 1<br>WL   | 3<br>WT    | 0<br>WR | 0<br>WU |                      |  |
|                         |  |                     |         |           |         |            |         |         |         |           |            |           |         |           |            |         |         |                      |  |
| 6:30 AM                 |  | 8                   | 0       | 6         | 0       | 0          | 0       | 0       | 0       | 0         | 275        | 8         | 0       | 9         | 144        | 0       | 1       | 451                  |  |
| 6:45 AM                 |  | 3                   | 0       | 12        | 0       | 0          | 0       | 0       | 0       | 0         | 304        | 11        | 0       | 8         | 190        | 0       | 0       | 528                  |  |
| 7:00 AM                 |  | 2                   | 0       | 9         | 0       | 0          | 0       | 0       | 0       | 0         | 329        | 8         | 0       | 10        | 160        | 0       | 0       | 518                  |  |
| 7:15 AM                 |  | 2                   | 0       | 10        | 0       | 0          | 0       | 0       | 0       | 0         | 472        | 20        | 0       | 14        | 206        | 0       | 0       | 724                  |  |
| 7:30 AM                 |  | 3                   | 0       | 8         | 0       | 0          | 0       | 0       | 0       | 0         | 523        | 24        | 0       | 18        | 212        | 0       | 0       | 788                  |  |
| 7:45 AM                 |  | 6                   | 0       | 13        | 0       | 0          | 0       | 0       | 0       | 0         | 421        | 27        | 1       | 20        | 228        | 0       | 0       | 716                  |  |
| 8:00 AM                 |  | 4                   | 0       | 21        | 0       | 0          | 0       | 0       | 0       | 0         | 397        | 14        | 1       | 13        | 217        | 0       | 1       | 668                  |  |
| 8:15 AM                 |  | 6                   | 0       | 9         | 0       | 0          | 0       | 0       | 0       | 0         | 395        | 17        | 1       | 8         | 209        | 0       | 0       | 645                  |  |
| 8:30 AM                 |  | 6                   | 0       | 6         | 0       | 0          | 0       | 0       | 0       | 0         | 312        | 9         | 1       | 13        | 214        | 0       | 0       | 561                  |  |
| 8:45 AM                 |  | 9                   | 0       | 21        | 0       | 0          | 0       | 0       | 0       | 0         | 347        | 12        | 0       | 17        | 222        | 0       | 0       | 628                  |  |
| 9:00 AM                 |  | 5                   | 0       | 15        | 0       | 0          | 0       | 0       | 0       | 0         | 327        | 7         | 1       | 6         | 209        | 0       | 0       | 570                  |  |
| 9:15 AM                 |  | 3                   | 0       | 13        | 0       | 0          | 0       | 0       | 0       | 0         | 320        | 9         | 1       | 7         | 232        | 0       | 0       | 585                  |  |
| 9:30 AM                 |  | 8                   | 0       | 13        | 0       | 0          | 0       | 0       | 0       | 0         | 292        | 12        | 0       | 16        | 239        | 0       | 0       | 580                  |  |
| 9:45 AM                 |  | 5                   | 0       | 25        | 0       | 0          | 0       | 0       | 0       | 0         | 319        | 0         | 3       | 8         | 263        | 0       | 0       | 623                  |  |
| <b>TOTAL VOLUMES :</b>  |  | NL<br>70            | NT<br>0 | NR<br>181 | NU<br>0 | SL<br>0    | ST<br>0 | SR<br>0 | SU<br>0 | EL<br>0   | ET<br>5033 | ER<br>178 | EU<br>9 | WL<br>167 | WT<br>2945 | WR<br>0 | WU<br>2 | <b>TOTAL</b><br>8585 |  |
| <b>APPROACH %'s :</b>   |  | 27.89%              | 0.00%   | 72.11%    | 0.00%   |            |         |         |         | 0.00%     | 96.42%     | 3.41%     | 0.17%   | 5.36%     | 94.57%     | 0.00%   | 0.06%   |                      |  |
| <b>PEAK HR :</b>        |  | 07:15 am - 08:15 am |         |           |         |            |         |         |         |           |            |           |         |           |            |         |         | <b>TOTAL</b>         |  |
| <b>PEAK HR VOL :</b>    |  | 15                  | 0       | 52        | 0       | 0          | 0       | 0       | 0       | 0         | 1813       | 85        | 2       | 65        | 863        | 0       | 1       | 2896                 |  |
| <b>PEAK HR FACTOR :</b> |  | 0.625               | 0.000   | 0.619     | 0.000   | 0.000      | 0.000   | 0.000   | 0.000   | 0.000     | 0.867      | 0.787     | 0.500   | 0.813     | 0.946      | 0.000   | 0.250   | 0.919                |  |
|                         |  | 0.670               |         |           |         |            |         |         |         |           |            |           |         |           |            |         |         |                      |  |
|                         |  | 0.868               |         |           |         |            |         |         |         |           |            |           |         |           |            |         |         |                      |  |
|                         |  | 0.936               |         |           |         |            |         |         |         |           |            |           |         |           |            |         |         |                      |  |

|                         |  | NORTHBOUND          |         |           |         | SOUTHBOUND |         |         |         | EASTBOUND |            |           |          | WESTBOUND |            |         |          |                       |  |
|-------------------------|--|---------------------|---------|-----------|---------|------------|---------|---------|---------|-----------|------------|-----------|----------|-----------|------------|---------|----------|-----------------------|--|
| PM                      |  | 1<br>NL             | 0<br>NT | 1<br>NR   | 0<br>NU | 0<br>SL    | 0<br>ST | 0<br>SR | 0<br>SU | 1<br>EL   | 3<br>ET    | 1<br>ER   | 0<br>EU  | 1<br>WL   | 3<br>WT    | 0<br>WR | 0<br>WU  | TOTAL                 |  |
|                         |  |                     |         |           |         |            |         |         |         |           |            |           |          |           |            |         |          |                       |  |
|                         |  |                     |         |           |         |            |         |         |         |           |            |           |          |           |            |         |          |                       |  |
| 2:00 PM                 |  | 5                   | 0       | 12        | 0       | 0          | 0       | 0       | 0       | 0         | 295        | 6         | 0        | 15        | 324        | 0       | 1        | 658                   |  |
| 2:15 PM                 |  | 4                   | 0       | 15        | 0       | 0          | 0       | 0       | 0       | 0         | 313        | 7         | 5        | 11        | 320        | 0       | 0        | 675                   |  |
| 2:30 PM                 |  | 5                   | 0       | 26        | 0       | 0          | 0       | 0       | 0       | 0         | 294        | 10        | 2        | 16        | 341        | 0       | 0        | 694                   |  |
| 2:45 PM                 |  | 4                   | 0       | 25        | 0       | 0          | 0       | 0       | 0       | 0         | 307        | 7         | 4        | 16        | 311        | 0       | 1        | 675                   |  |
| 3:00 PM                 |  | 5                   | 0       | 32        | 0       | 0          | 0       | 0       | 0       | 0         | 280        | 10        | 1        | 16        | 357        | 0       | 1        | 702                   |  |
| 3:15 PM                 |  | 0                   | 0       | 26        | 0       | 0          | 0       | 0       | 0       | 0         | 285        | 9         | 3        | 13        | 340        | 0       | 1        | 677                   |  |
| 3:30 PM                 |  | 7                   | 0       | 21        | 0       | 0          | 0       | 0       | 0       | 0         | 320        | 8         | 3        | 9         | 376        | 0       | 2        | 746                   |  |
| 3:45 PM                 |  | 5                   | 0       | 15        | 0       | 0          | 0       | 0       | 0       | 0         | 309        | 13        | 2        | 14        | 377        | 0       | 2        | 737                   |  |
| 4:00 PM                 |  | 8                   | 0       | 24        | 0       | 0          | 0       | 0       | 0       | 0         | 326        | 8         | 5        | 9         | 381        | 0       | 2        | 763                   |  |
| 4:15 PM                 |  | 6                   | 0       | 25        | 0       | 0          | 0       | 0       | 0       | 0         | 299        | 8         | 2        | 5         | 356        | 0       | 0        | 701                   |  |
| 4:30 PM                 |  | 7                   | 0       | 29        | 0       | 0          | 0       | 0       | 0       | 0         | 364        | 9         | 2        | 11        | 460        | 0       | 2        | 884                   |  |
| 4:45 PM                 |  | 3                   | 0       | 29        | 0       | 0          | 0       | 0       | 0       | 0         | 318        | 3         | 2        | 12        | 427        | 0       | 0        | 794                   |  |
| 5:00 PM                 |  | 7                   | 0       | 27        | 0       | 0          | 0       | 0       | 0       | 0         | 407        | 10        | 3        | 12        | 436        | 0       | 1        | 903                   |  |
| 5:15 PM                 |  | 3                   | 0       | 33        | 0       | 0          | 0       | 0       | 0       | 0         | 384        | 7         | 0        | 13        | 425        | 0       | 1        | 866                   |  |
| 5:30 PM                 |  | 5                   | 0       | 36        | 0       | 0          | 0       | 0       | 0       | 0         | 312        | 8         | 0        | 10        | 428        | 0       | 1        | 800                   |  |
| 5:45 PM                 |  | 3                   | 0       | 21        | 0       | 0          | 0       | 0       | 0       | 0         | 363        | 8         | 4        | 16        | 379        | 0       | 0        | 794                   |  |
| 6:00 PM                 |  | 1                   | 0       | 24        | 0       | 0          | 0       | 0       | 0       | 0         | 298        | 3         | 3        | 11        | 345        | 0       | 0        | 686                   |  |
| 6:15 PM                 |  | 1                   | 0       | 8         | 0       | 0          | 0       | 0       | 0       | 0         | 268        | 11        | 4        | 9         | 348        | 0       | 1        | 650                   |  |
| <b>TOTAL VOLUMES :</b>  |  | NL<br>79            | NT<br>0 | NR<br>428 | NU<br>0 | SL<br>0    | ST<br>0 | SR<br>0 | SU<br>0 | EL<br>0   | ET<br>5742 | ER<br>145 | EU<br>45 | WL<br>218 | WT<br>6732 | WR<br>0 | WU<br>16 | <b>TOTAL</b><br>13405 |  |
| <b>APPROACH %'s :</b>   |  | 15.58%              | 0.00%   | 84.42%    | 0.00%   |            |         |         |         | 0.00%     | 96.80%     | 2.44%     | 0.76%    | 3.13%     | 96.64%     | 0.00%   | 0.23%    |                       |  |
| <b>PEAK HR :</b>        |  | 04:30 pm - 05:30 pm |         |           |         |            |         |         |         |           |            |           |          |           |            |         |          | <b>TOTAL</b>          |  |
| <b>PEAK HR VOL :</b>    |  | 20                  | 0       | 118       | 0       | 0          | 0       | 0       | 0       | 0         | 1473       | 29        | 7        | 48        | 1748       | 0       | 4        | 3447                  |  |
| <b>PEAK HR FACTOR :</b> |  | 0.714               | 0.000   | 0.894     | 0.000   | 0.000      | 0.000   | 0.000   | 0.000   | 0.000     | 0.905      | 0.725     | 0.583    | 0.923     | 0.950      | 0.000   | 0.500    | 0.954                 |  |
|                         |  | 0.958               |         |           |         |            |         |         |         |           |            |           |          |           |            |         |          |                       |  |
|                         |  | 0.898               |         |           |         |            |         |         |         |           |            |           |          |           |            |         |          |                       |  |
|                         |  | 0.951               |         |           |         |            |         |         |         |           |            |           |          |           |            |         |          |                       |  |

# National Data & Surveying Services Intersection Turning Movement Count

Location: Lamar Blvd & Office Park Dr  
City: Hattiesburg  
Control: 1-Way Stop(EB)

Project ID: 23-440006-002  
Date: 11/8/2023

| Total            |                     |           |         |         |            |           |          |         |                |         |          |         |                |         |         |         |              |
|------------------|---------------------|-----------|---------|---------|------------|-----------|----------|---------|----------------|---------|----------|---------|----------------|---------|---------|---------|--------------|
| NS/EW Streets:   | Lamar Blvd          |           |         |         | Lamar Blvd |           |          |         | Office Park Dr |         |          |         | Office Park Dr |         |         |         |              |
| AM               | NORTHBOUND          |           |         |         | SOUTHBOUND |           |          |         | EASTBOUND      |         |          |         | WESTBOUND      |         |         |         |              |
|                  | 1<br>NL             | 1<br>NT   | 0<br>NR | 0<br>NU | 0<br>SL    | 1<br>ST   | 0<br>SR  | 0<br>SU | 0<br>EL        | 1<br>ET | 0<br>ER  | 0<br>EU | 0<br>WL        | 0<br>WT | 0<br>WR | 0<br>WU | TOTAL        |
| 7:00 AM          | 5                   | 10        | 0       | 0       | 0          | 13        | 1        | 0       | 0              | 0       | 2        | 0       | 0              | 0       | 0       | 0       | 31           |
| 7:15 AM          | 1                   | 11        | 0       | 0       | 0          | 24        | 1        | 0       | 1              | 0       | 2        | 0       | 0              | 0       | 0       | 0       | 40           |
| 7:30 AM          | 1                   | 10        | 0       | 0       | 0          | 24        | 5        | 0       | 1              | 0       | 1        | 0       | 0              | 0       | 0       | 0       | 42           |
| 7:45 AM          | 11                  | 18        | 0       | 0       | 0          | 34        | 4        | 0       | 2              | 0       | 1        | 0       | 0              | 0       | 0       | 0       | 70           |
| 8:00 AM          | 1                   | 26        | 0       | 0       | 0          | 15        | 9        | 0       | 1              | 0       | 3        | 0       | 0              | 0       | 0       | 0       | 55           |
| 8:15 AM          | 4                   | 14        | 0       | 0       | 0          | 13        | 1        | 0       | 0              | 0       | 2        | 0       | 0              | 0       | 0       | 0       | 34           |
| 8:30 AM          | 6                   | 9         | 1       | 0       | 0          | 12        | 4        | 0       | 2              | 0       | 2        | 0       | 0              | 0       | 0       | 0       | 36           |
| 8:45 AM          | 3                   | 20        | 0       | 0       | 0          | 20        | 3        | 0       | 7              | 0       | 3        | 0       | 0              | 0       | 0       | 0       | 56           |
| TOTAL VOLUMES :  | NL<br>32            | NT<br>118 | NR<br>1 | NU<br>0 | SL<br>0    | ST<br>155 | SR<br>28 | SU<br>0 | EL<br>14       | ET<br>0 | ER<br>16 | EU<br>0 | WL<br>0        | WT<br>0 | WR<br>0 | WU<br>0 | TOTAL<br>364 |
| APPROACH %'s :   | 21.19%              | 78.15%    | 0.66%   | 0.00%   | 0.00%      | 84.70%    | 15.30%   | 0.00%   | 46.67%         | 0.00%   | 53.33%   | 0.00%   |                |         |         |         |              |
| PEAK HR :        | 07:15 am - 08:15 am |           |         |         |            |           |          |         |                |         |          |         |                |         |         |         | TOTAL        |
| PEAK HR VOL :    | 14                  | 65        | 0       | 0       | 0          | 97        | 19       | 0       | 5              | 0       | 7        | 0       | 0              | 0       | 0       | 0       | 207          |
| PEAK HR FACTOR : | 0.318               | 0.625     | 0.000   | 0.000   | 0.000      | 0.713     | 0.528    | 0.000   | 0.625          | 0.000   | 0.583    | 0.000   | 0.000          | 0.000   | 0.000   | 0.000   | 0.739        |
|                  | 0.681               |           |         |         | 0.763      |           |          |         | 0.750          |         |          |         |                |         |         |         |              |

| PM               | NORTHBOUND          |           |         |         | SOUTHBOUND |           |          |         | EASTBOUND |         |          |         | WESTBOUND |         |         |         | TOTAL        |
|------------------|---------------------|-----------|---------|---------|------------|-----------|----------|---------|-----------|---------|----------|---------|-----------|---------|---------|---------|--------------|
|                  | 1<br>NL             | 1<br>NT   | 0<br>NR | 0<br>NU | 0<br>SL    | 1<br>ST   | 0<br>SR  | 0<br>SU | 0<br>EL   | 1<br>ET | 0<br>ER  | 0<br>EU | 0<br>WL   | 0<br>WT | 0<br>WR | 0<br>WU |              |
| 4:00 PM          | 0                   | 30        | 0       | 0       | 0          | 22        | 2        | 0       | 2         | 0       | 3        | 0       | 0         | 0       | 0       | 0       | 59           |
| 4:15 PM          | 0                   | 24        | 0       | 0       | 0          | 14        | 1        | 0       | 1         | 0       | 3        | 0       | 0         | 0       | 0       | 0       | 43           |
| 4:30 PM          | 3                   | 31        | 0       | 0       | 0          | 17        | 3        | 0       | 1         | 0       | 4        | 0       | 0         | 0       | 0       | 0       | 59           |
| 4:45 PM          | 3                   | 24        | 0       | 0       | 0          | 11        | 8        | 0       | 0         | 0       | 8        | 0       | 0         | 0       | 0       | 0       | 54           |
| 5:00 PM          | 2                   | 22        | 0       | 0       | 0          | 21        | 3        | 0       | 4         | 0       | 7        | 0       | 1         | 0       | 0       | 0       | 60           |
| 5:15 PM          | 7                   | 32        | 0       | 0       | 0          | 20        | 2        | 0       | 1         | 0       | 3        | 0       | 0         | 0       | 0       | 0       | 65           |
| 5:30 PM          | 1                   | 30        | 0       | 0       | 0          | 20        | 5        | 0       | 2         | 0       | 3        | 0       | 0         | 0       | 0       | 0       | 61           |
| 5:45 PM          | 1                   | 20        | 0       | 0       | 0          | 21        | 3        | 0       | 0         | 0       | 0        | 0       | 0         | 0       | 0       | 0       | 45           |
| TOTAL VOLUMES :  | NL<br>17            | NT<br>213 | NR<br>0 | NU<br>0 | SL<br>0    | ST<br>146 | SR<br>27 | SU<br>0 | EL<br>11  | ET<br>0 | ER<br>31 | EU<br>0 | WL<br>1   | WT<br>0 | WR<br>0 | WU<br>0 | TOTAL<br>446 |
| APPROACH %'s :   | 7.39%               | 92.61%    | 0.00%   | 0.00%   | 0.00%      | 84.39%    | 15.61%   | 0.00%   | 26.19%    | 0.00%   | 73.81%   | 0.00%   | 100.00%   | 0.00%   | 0.00%   | 0.00%   |              |
| PEAK HR :        | 04:45 pm - 05:45 pm |           |         |         |            |           |          |         |           |         |          |         |           |         |         |         | TOTAL        |
| PEAK HR VOL :    | 13                  | 108       | 0       | 0       | 0          | 72        | 18       | 0       | 7         | 0       | 21       | 0       | 1         | 0       | 0       | 0       | 240          |
| PEAK HR FACTOR : | 0.464               | 0.844     | 0.000   | 0.000   | 0.000      | 0.857     | 0.563    | 0.000   | 0.438     | 0.000   | 0.656    | 0.000   | 0.250     | 0.000   | 0.000   | 0.000   | 0.923        |
|                  | 0.776               |           |         |         | 0.900      |           |          |         | 0.636     |         |          |         | 0.250     |         |         |         |              |



## National Data & Surveying Services

**Location:** Adcock Pool Spa & Billiards Dwy & US-98  
**City:** Hattiesburg  
**Control:** No Control

**Project ID:** 23-440006-003  
**Date:** 11/8/2023

**Total**

| NS/EW Streets:   |         | Adcock Pool Spa & Billards Dwy |         |         |         | Adcock Pool Spa & Billards Dwy |         |         |         | US-98     |            |         |         | US-98     |            |         |          |               |
|------------------|---------|--------------------------------|---------|---------|---------|--------------------------------|---------|---------|---------|-----------|------------|---------|---------|-----------|------------|---------|----------|---------------|
| AM               |         | NORTHBOUND                     |         |         |         | SOUTHBOUND                     |         |         |         | EASTBOUND |            |         |         | WESTBOUND |            |         |          |               |
|                  |         | 0<br>NL                        | 1<br>NT | 0<br>NR | 0<br>NU | 0<br>SL                        | 0<br>ST | 0<br>SR | 0<br>SU | 1<br>EL   | 3<br>ET    | 1<br>ER | 0<br>EU | 1<br>WL   | 3<br>WT    | 0<br>WR | 0<br>WU  | TOTAL         |
|                  | 7:00 AM | 0                              | 0       | 0       | 0       | 0                              | 0       | 0       | 0       | 0         | 330        | 0       | 0       | 1         | 170        | 0       | 3        | 504           |
|                  | 7:15 AM | 1                              | 0       | 1       | 0       | 0                              | 0       | 0       | 0       | 0         | 485        | 0       | 0       | 0         | 223        | 0       | 3        | 713           |
|                  | 7:30 AM | 1                              | 0       | 1       | 0       | 0                              | 0       | 0       | 0       | 0         | 542        | 0       | 0       | 0         | 228        | 0       | 2        | 774           |
|                  | 7:45 AM | 0                              | 0       | 1       | 0       | 0                              | 0       | 0       | 0       | 0         | 435        | 0       | 1       | 1         | 249        | 0       | 2        | 689           |
|                  | 8:00 AM | 1                              | 0       | 0       | 0       | 0                              | 0       | 0       | 0       | 0         | 417        | 0       | 1       | 0         | 226        | 0       | 1        | 646           |
|                  | 8:15 AM | 0                              | 0       | 0       | 0       | 0                              | 0       | 0       | 0       | 0         | 391        | 0       | 0       | 0         | 218        | 0       | 0        | 609           |
|                  | 8:30 AM | 0                              | 0       | 0       | 0       | 0                              | 0       | 0       | 0       | 0         | 330        | 0       | 0       | 0         | 225        | 0       | 2        | 557           |
|                  | 8:45 AM | 0                              | 0       | 0       | 0       | 0                              | 0       | 0       | 0       | 0         | 376        | 0       | 2       | 1         | 237        | 0       | 1        | 617           |
| TOTAL VOLUMES :  |         | NL<br>3                        | NT<br>0 | NR<br>3 | NU<br>0 | SL<br>0                        | ST<br>0 | SR<br>0 | SU<br>0 | EL<br>0   | ET<br>3306 | ER<br>0 | EU<br>4 | WL<br>3   | WT<br>1776 | WR<br>0 | WU<br>14 | TOTAL<br>5109 |
| APPROACH %'s :   |         | 50.00%                         | 0.00%   | 50.00%  | 0.00%   |                                |         |         |         | 0.00%     | 99.88%     | 0.00%   | 0.12%   | 0.17%     | 99.05%     | 0.00%   | 0.78%    |               |
| PEAK HR :        |         | 07:15 am - 08:15 am            |         |         |         |                                |         |         |         |           |            |         |         |           |            |         |          | TOTAL         |
| PEAK HR VOL :    |         | 3                              | 0       | 3       | 0       | 0                              | 0       | 0       | 0       | 0         | 1879       | 0       | 2       | 1         | 926        | 0       | 8        | 2822          |
| PEAK HR FACTOR : |         | 0.750                          | 0.000   | 0.750   | 0.000   | 0.000                          | 0.000   | 0.000   | 0.000   | 0.000     | 0.867      | 0.000   | 0.500   | 0.250     | 0.930      | 0.000   | 0.667    | 0.911         |
|                  |         | 0.750                          |         |         |         |                                |         |         |         | 0.868     |            |         |         | 0.928     |            |         |          |               |

| PM               | NORTHBOUND          |         |         |         | SOUTHBOUND |         |         |         | EASTBOUND |            |         |         | WESTBOUND |            |         |          | TOTAL         |       |
|------------------|---------------------|---------|---------|---------|------------|---------|---------|---------|-----------|------------|---------|---------|-----------|------------|---------|----------|---------------|-------|
|                  | 0<br>NL             | 1<br>NT | 0<br>NR | 0<br>NU | 0<br>SL    | 1<br>ST | 0<br>SR | 0<br>SU | 1<br>EL   | 3<br>ET    | 1<br>ER | 0<br>EU | 1<br>WL   | 3<br>WT    | 0<br>WR | 0<br>WU  |               |       |
| 4:00 PM          | 2                   | 0       | 1       | 0       | 0          | 0       | 0       | 0       | 0         | 350        | 0       | 0       | 1         | 391        | 0       | 3        | 748           |       |
| 4:15 PM          | 4                   | 0       | 0       | 0       | 0          | 0       | 0       | 0       | 0         | 324        | 0       | 1       | 0         | 355        | 0       | 2        | 686           |       |
| 4:30 PM          | 1                   | 0       | 0       | 0       | 0          | 0       | 0       | 0       | 0         | 381        | 0       | 2       | 0         | 471        | 0       | 1        | 856           |       |
| 4:45 PM          | 1                   | 0       | 0       | 0       | 0          | 0       | 0       | 0       | 0         | 356        | 0       | 0       | 0         | 439        | 0       | 2        | 798           |       |
| 5:00 PM          | 1                   | 0       | 2       | 0       | 0          | 0       | 0       | 0       | 0         | 418        | 1       | 0       | 0         | 446        | 0       | 3        | 871           |       |
| 5:15 PM          | 5                   | 0       | 0       | 0       | 0          | 0       | 0       | 0       | 0         | 432        | 0       | 1       | 0         | 434        | 0       | 3        | 875           |       |
| 5:30 PM          | 0                   | 0       | 0       | 0       | 0          | 0       | 0       | 0       | 0         | 360        | 0       | 1       | 0         | 437        | 0       | 1        | 799           |       |
| 5:45 PM          | 1                   | 0       | 0       | 0       | 0          | 0       | 0       | 0       | 0         | 374        | 0       | 0       | 0         | 404        | 0       | 0        | 779           |       |
| TOTAL VOLUMES :  | NL<br>15            | NT<br>0 | NR<br>3 | NU<br>0 | SL<br>0    | ST<br>0 | SR<br>0 | SU<br>0 | EL<br>0   | ET<br>2995 | ER<br>1 | EU<br>5 | WL<br>1   | WT<br>3377 | WR<br>0 | WU<br>15 | TOTAL<br>6412 |       |
| APPROACH %'s :   | 83.33%              | 0.00%   | 16.67%  | 0.00%   |            |         |         |         | 0.00%     | 99.80%     | 0.03%   | 0.17%   | 0.03%     | 99.53%     | 0.00%   | 0.44%    |               |       |
| PEAK HR :        | 04:30 pm - 05:30 pm |         |         |         |            |         |         |         |           |            |         |         |           |            |         |          |               | TOTAL |
| PEAK HR VOL :    | 8                   | 0       | 2       | 0       | 0          | 0       | 0       | 0       | 0         | 1587       | 1       | 3       | 0         | 1790       | 0       | 9        | 3400          |       |
| PEAK HR FACTOR : | 0.400               | 0.000   | 0.250   | 0.000   | 0.000      | 0.000   | 0.000   | 0.000   | 0.000     | 0.918      | 0.250   | 0.375   | 0.000     | 0.950      | 0.000   | 0.750    | 0.971         |       |
|                  | 0.500               |         |         |         |            |         |         |         |           |            |         |         |           |            |         |          |               |       |
|                  | 0.919               |         |         |         |            |         |         |         |           |            |         |         |           |            |         |          |               |       |
|                  | 0.953               |         |         |         |            |         |         |         |           |            |         |         |           |            |         |          |               |       |

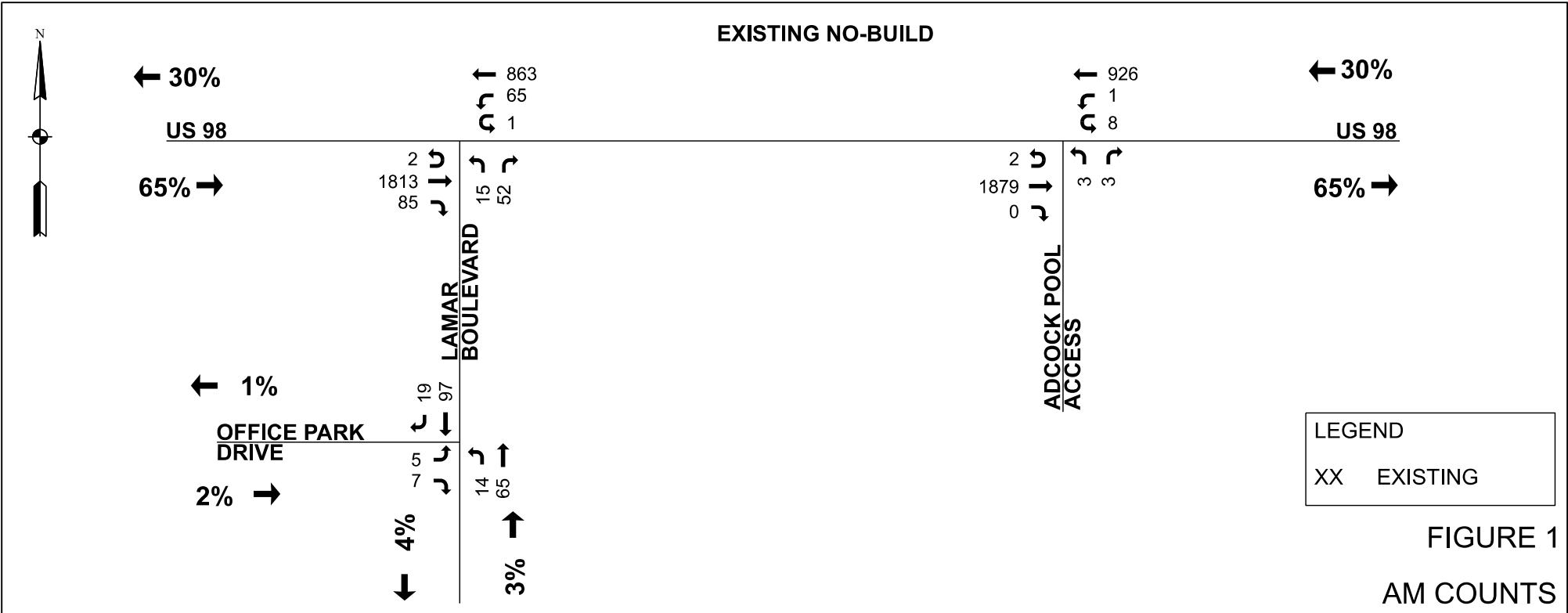


FIGURE 1

AM COUNTS

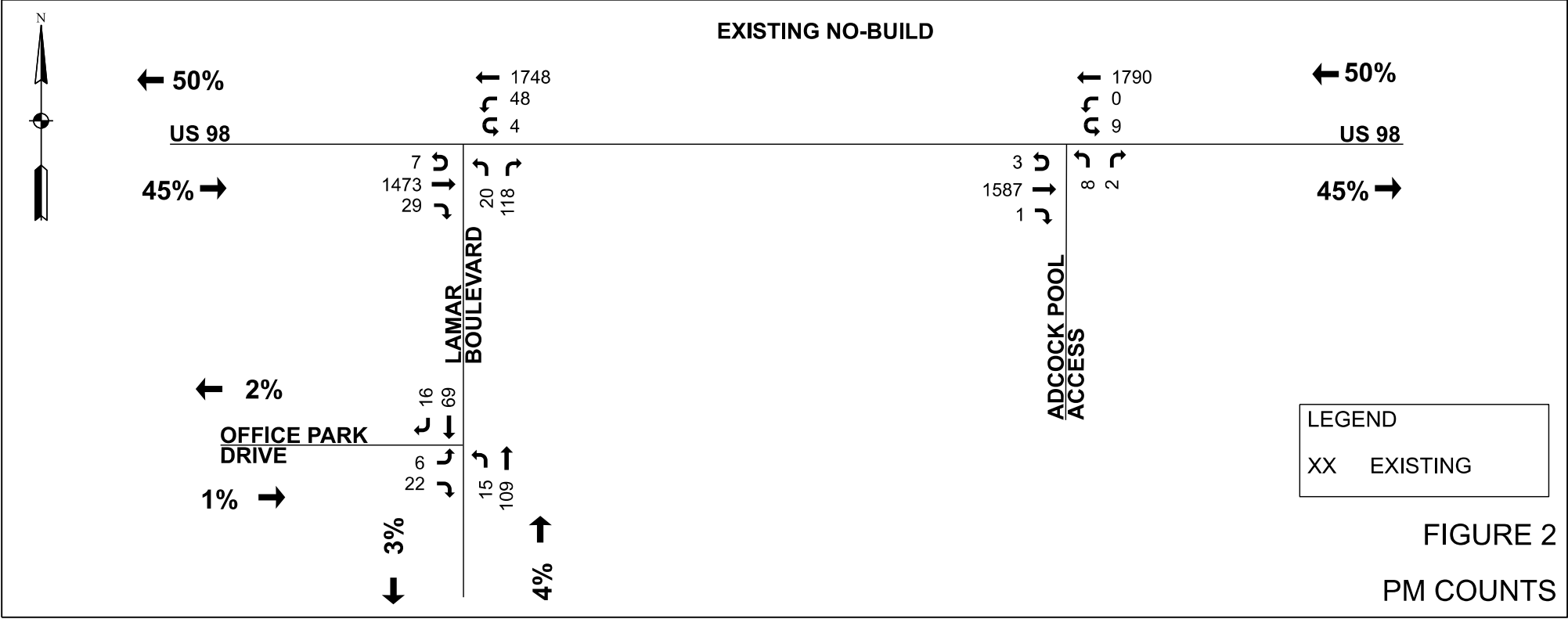
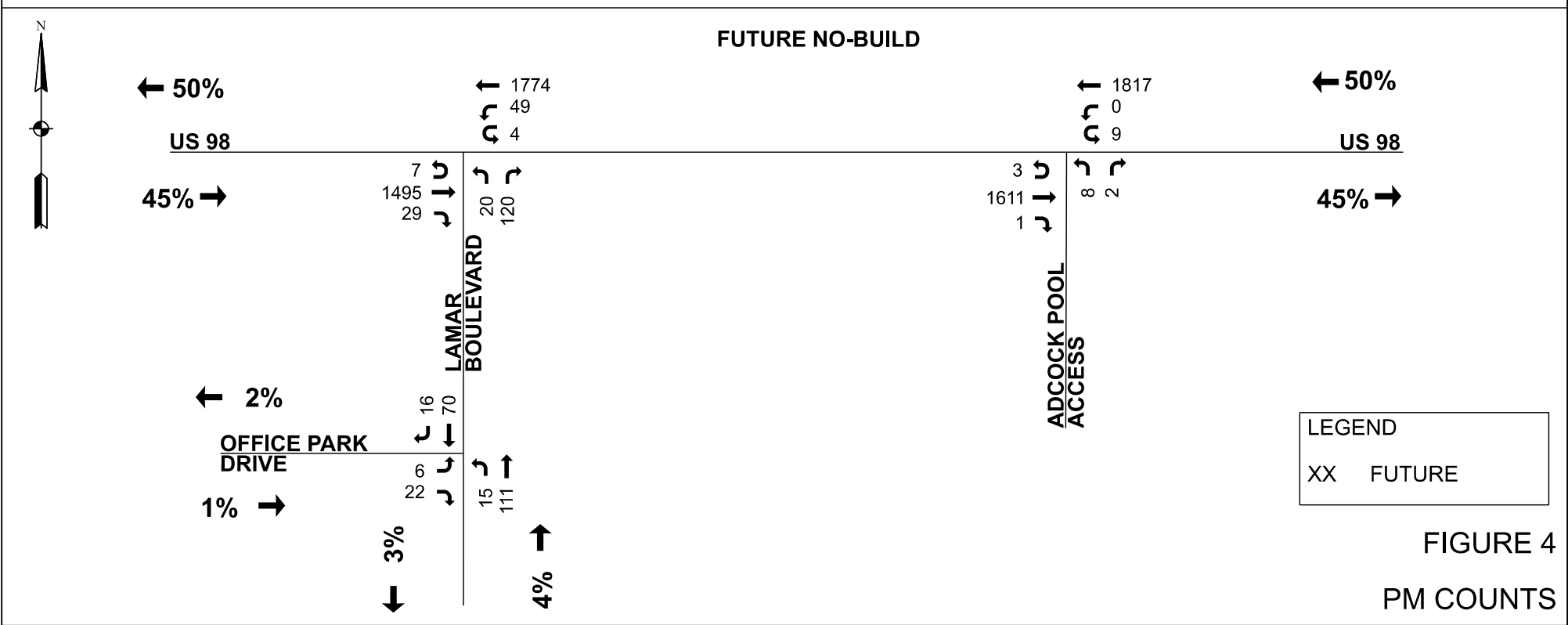
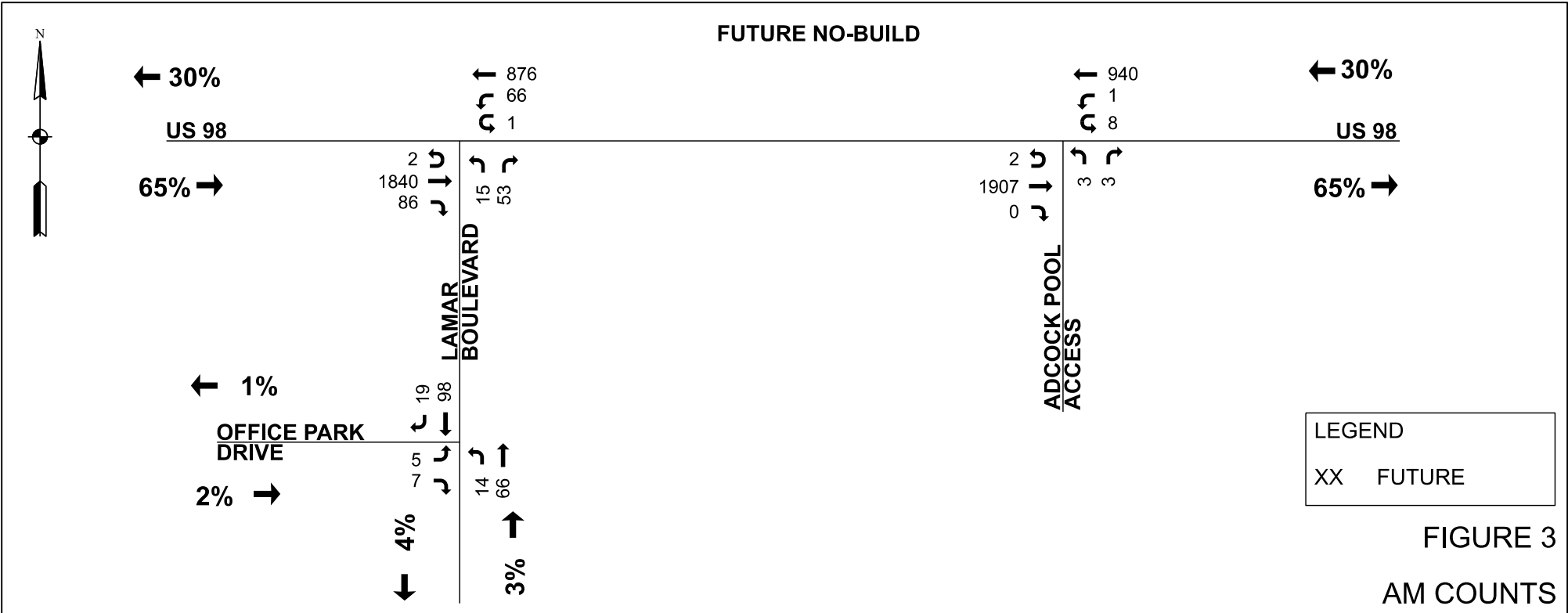


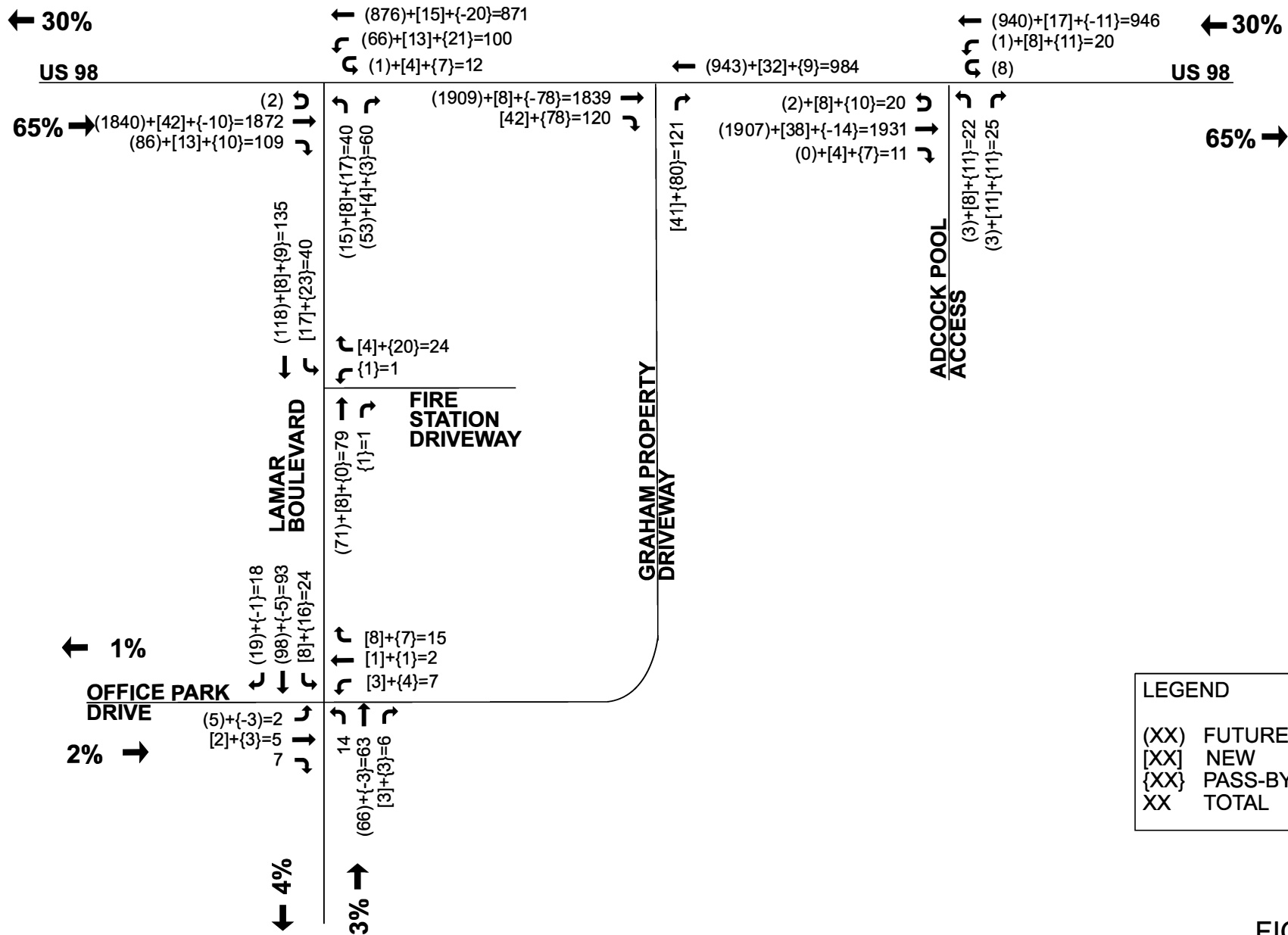
FIGURE 2

PM COUNTS





# PROPOSED DEVELOPMENT

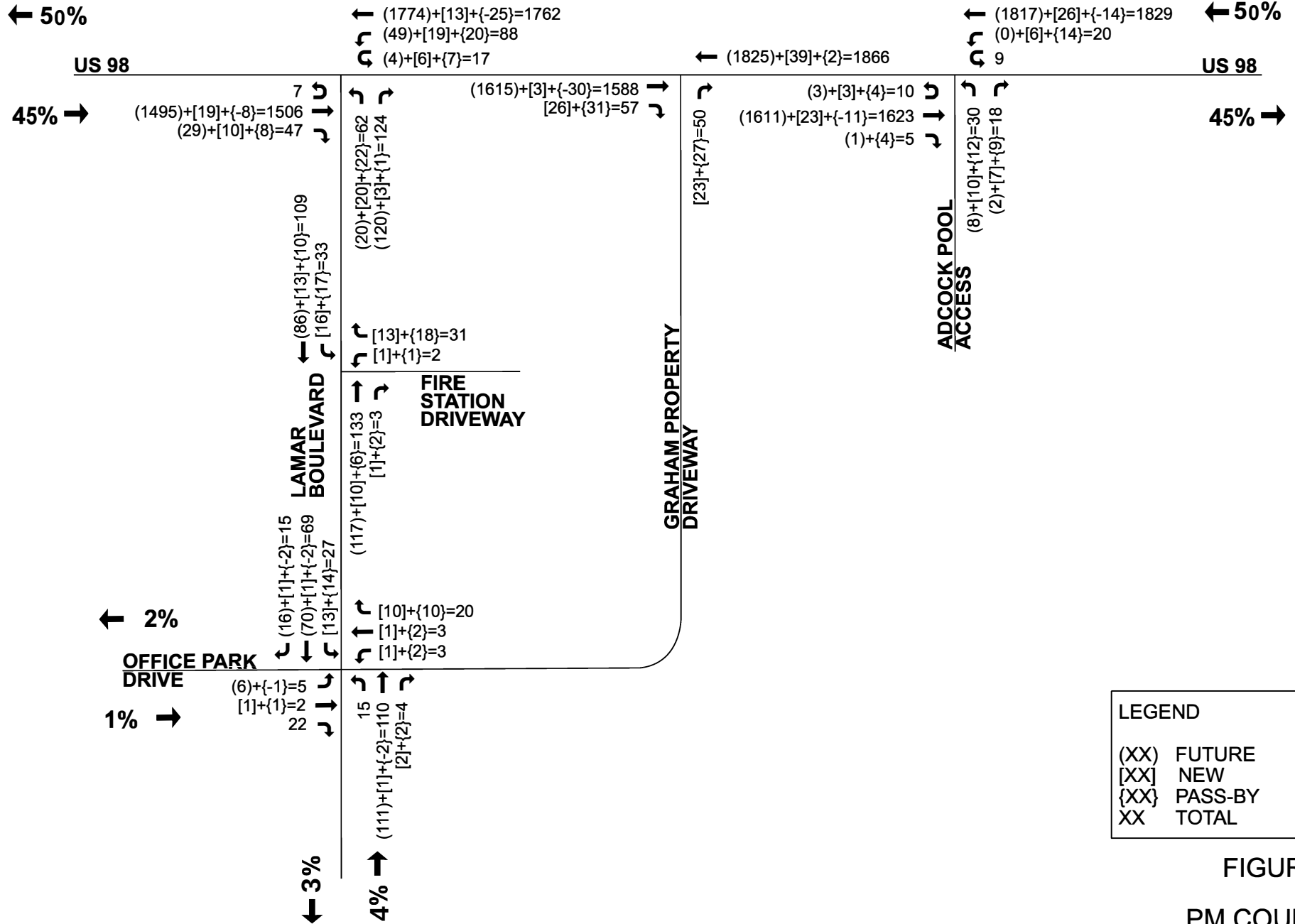


| LEGEND |         |
|--------|---------|
| (XX)   | FUTURE  |
| [XX]   | NEW     |
| {XX}   | PASS-BY |
| XX     | TOTAL   |

FIGURE 5  
AM COUNTS



# PROPOSED DEVELOPMENT



| LEGEND |         |
|--------|---------|
| (XX)   | FUTURE  |
| [XX]   | NEW     |
| {XX}   | PASS-BY |
| XX     | TOTAL   |

FIGURE 6  
PM COUNTS

## **APPENDIX C**

### **Trip Generation Tables**



Trip Generation Rates from the 11th Edition ITE Trip Generation Report

| Description / ITE Code        | Units            | Rate<br>Weekday<br>Daily Traffic | AM Peak<br>Period<br>Rate | % AM<br>In | % AM<br>Out | PM Peak<br>Period<br>Rate | % PM<br>In | % PM<br>Out | Expected<br>Units<br>(independent<br>variable) | Calculated<br>Daily Trips | AM<br>Peak<br>Trips -<br>Total | AM In | AM Out | PM<br>Peak<br>Trips -<br>Total | PM In | PM Out |
|-------------------------------|------------------|----------------------------------|---------------------------|------------|-------------|---------------------------|------------|-------------|------------------------------------------------|---------------------------|--------------------------------|-------|--------|--------------------------------|-------|--------|
|                               |                  |                                  |                           |            |             |                           |            |             |                                                |                           |                                |       |        |                                |       |        |
| Tractor supply - 810          | KSF <sup>2</sup> |                                  |                           |            |             | 1.40                      | 47%        | 53%         | 21.9                                           | 0                         | 0                              | 0     | 0      | 31                             | 14    | 16     |
|                               |                  |                                  |                           |            |             |                           |            |             |                                                |                           |                                |       |        |                                |       |        |
| Furniture store - 890         | KSF <sup>2</sup> | 6.30                             | 0.26                      | 71%        | 29%         | 0.52                      | 47%        | 53%         | 69.6                                           | 438                       | 18                             | 13    | 5      | 36                             | 17    | 19     |
|                               |                  |                                  |                           |            |             |                           |            |             |                                                |                           |                                |       |        |                                |       |        |
| Coffee w/ drive thru - 937    | KSF <sup>2</sup> | 533.57                           | 85.88                     | 51%        | 49%         | 38.99                     | 50%        | 50%         | 2.0                                            | 1,067                     | 172                            | 88    | 84     | 78                             | 39    | 39     |
|                               |                  |                                  |                           |            |             |                           |            |             |                                                |                           |                                |       |        |                                |       |        |
| Fast food w/ drive thru - 934 | KSF <sup>2</sup> | 467.48                           | 44.61                     | 51%        | 49%         | 33.03                     | 52%        | 48%         | 3.6                                            | 1,683                     | 161                            | 82    | 79     | 119                            | 62    | 57     |
|                               | KSF <sup>2</sup> | 467.48                           | 44.61                     | 51%        | 49%         | 33.03                     | 52%        | 48%         | 2.0                                            | 935                       | 89                             | 46    | 44     | 66                             | 34    | 32     |

|                          | TRACTOR |        |       |        | FURNITURE |        |       |        | COFFEE |        |       |        | FF1   |        |       |        | FF2   |        |       |        |
|--------------------------|---------|--------|-------|--------|-----------|--------|-------|--------|--------|--------|-------|--------|-------|--------|-------|--------|-------|--------|-------|--------|
|                          | AM IN   | AM OUT | PM IN | PM OUT | AM IN     | AM OUT | PM IN | PM OUT | AM IN  | AM OUT | PM IN | PM OUT | AM IN | AM OUT | PM IN | PM OUT | AM IN | AM OUT | PM IN | PM OUT |
| ORIGINAL#                | 0       | 0      | 14    | 16     | 13        | 5      | 17    | 19     | 88     | 84     | 39    | 39     | 82    | 79     | 62    | 57     | 46    | 44     | 34    | 32     |
| CAPTURE%                 | 14%     | 13%    | 40%   | 30%    | 14%       | 13%    | 40%   | 30%    | 13%    | 14%    | 30%   | 40%    | 13%   | 14%    | 30%   | 40%    | 13%   | 14%    | 30%   | 40%    |
| CAPTURE#                 | 0       | 0      | 6     | 5      | 2         | 1      | 7     | 6      | 1      | 2      | 1     | 1      | 0     | 0      | 3     | 3      | 0     | 0      | 2     | 3      |
| NON-CAPTURE# (NEW TRIPS) | 0       | 0      | 9     | 11     | 11        | 5      | 10    | 13     | 87     | 82     | 38    | 38     | 82    | 79     | 59    | 54     | 46    | 44     | 33    | 29     |
| PASS BY TRIPS%           | 0%      | 0%     | 0%    | 0%     | 0%        | 0%     | 0%    | 0%     | 90%    | 90%    | 90%   | 90%    | 50%   | 50%    | 55%   | 55%    | 50%   | 50%    | 55%   | 55%    |
| PASS BY TRIPS#           | 0       | 0      | 0     | 0      | 0         | 0      | 0     | 0      | 78     | 74     | 34    | 34     | 41    | 39     | 32    | 30     | 23    | 22     | 18    | 16     |
| NON-PASS BY TRIPS#       | 0       | 0      | 9     | 11     | 11        | 5      | 10    | 13     | 9      | 8      | 4     | 4      | 41    | 39     | 26    | 24     | 23    | 22     | 15    | 13     |

|               | RETAIL |        |       |        | RESTAURANT |        |       |        |
|---------------|--------|--------|-------|--------|------------|--------|-------|--------|
| SITE TOTAL    | AM IN  | AM OUT | PM IN | PM OUT | AM IN      | AM OUT | PM IN | PM OUT |
| NEW TRIPS     | 12     | 5      | 19    | 25     | 73         | 70     | 45    | 42     |
| PASS-BY TRIPS | 0      | 0      | 0     | 0      | 142        | 136    | 85    | 80     |
| TOTAL TRIPS   | 12     | 5      | 19    | 25     | 215        | 206    | 130   | 122    |

|               | SITE TOTAL |        |       |        |
|---------------|------------|--------|-------|--------|
| SITE TOTAL    | AM IN      | AM OUT | PM IN | PM OUT |
| NEW TRIPS     | 84         | 75     | 64    | 66     |
| PASS-BY TRIPS | 142        | 136    | 85    | 80     |
| TOTAL TRIPS   | 226        | 211    | 149   | 146    |

## **APPENDIX D**

### **Intersection Capacity Analyses**

| Intersection              |          |       |        |      |        |       |      |      |
|---------------------------|----------|-------|--------|------|--------|-------|------|------|
| Int Delay, s/veh          | 4.4      |       |        |      |        |       |      |      |
| Movement                  | EBU      | EBT   | EBR    | WBU  | WBL    | WBT   | NBL  | NBR  |
| Lane Configurations       | ↱        | ↑↑↑   | ↱      |      | ↱      | ↑↑↑   | ↱    | ↱    |
| Traffic Vol, veh/h        | 2        | 1813  | 85     | 1    | 65     | 863   | 15   | 52   |
| Future Vol, veh/h         | 2        | 1813  | 85     | 1    | 65     | 863   | 15   | 52   |
| Conflicting Peds, #/hr    | 0        | 0     | 0      | 0    | 0      | 0     | 0    | 0    |
| Sign Control              | Free     | Free  | Free   | Free | Free   | Free  | Stop | Stop |
| RT Channelized            | -        | -     | None   | -    | -      | None  | -    | None |
| Storage Length            | 175      | -     | 0      | -    | 175    | -     | 100  | -    |
| Veh in Median Storage, #  | -        | 0     | -      | -    | -      | 0     | 0    | -    |
| Grade, %                  | -        | 0     | -      | -    | -      | 0     | 0    | -    |
| Peak Hour Factor          | 92       | 92    | 92     | 92   | 92     | 92    | 92   | 92   |
| Heavy Vehicles, %         | 0        | 3     | 0      | 0    | 3      | 6     | 0    | 2    |
| Mvmt Flow                 | 2        | 1971  | 92     | 1    | 71     | 938   | 16   | 57   |
| Major/Minor               | Major1   |       | Major2 |      | Minor1 |       |      |      |
| Conflicting Flow All      | 685      | 0     | 0      | 1439 | 2063   | 0     | 2494 | 985  |
| Stage 1                   | -        | -     | -      | -    | -      | -     | 1975 | -    |
| Stage 2                   | -        | -     | -      | -    | -      | -     | 519  | -    |
| Critical Hdwy             | 5.6      | -     | -      | 5.6  | 5.36   | -     | 5.7  | 7.14 |
| Critical Hdwy Stg 1       | -        | -     | -      | -    | -      | -     | 6.6  | -    |
| Critical Hdwy Stg 2       | -        | -     | -      | -    | -      | -     | 6    | -    |
| Follow-up Hdwy            | 2.3      | -     | -      | 2.3  | 3.13   | -     | 3.8  | 3.92 |
| Pot Cap-1 Maneuver        | 666      | -     | -      | 255  | 115    | -     | 52   | 212  |
| Stage 1                   | -        | -     | -      | -    | -      | -     | 60   | -    |
| Stage 2                   | -        | -     | -      | -    | -      | -     | 518  | -    |
| Platoon blocked, %        | -        | -     | -      | -    | -      | -     | -    | -    |
| Mov Cap-1 Maneuver        | 666      | -     | -      | 115  | 115    | -     | 20   | 212  |
| Mov Cap-2 Maneuver        | -        | -     | -      | -    | -      | -     | 20   | -    |
| Stage 1                   | -        | -     | -      | -    | -      | -     | 60   | -    |
| Stage 2                   | -        | -     | -      | -    | -      | -     | 196  | -    |
| Approach                  | EB       |       | WB     |      | NB     |       |      |      |
| HCM Control Delay, s/v    | 0.01     |       | 5.5    |      | 115.23 |       |      |      |
| HCM LOS                   |          |       |        |      | F      |       |      |      |
| Minor Lane/Major Mvmt     | NBLn1    | NBLn2 | EBU    | EBT  | EBR    | WBL   | WBT  |      |
| Capacity (veh/h)          | 20       | 212   | 666    | -    | -      | 115   | -    |      |
| HCM Lane V/C Ratio        | 0.834    | 0.266 | 0.003  | -    | -      | 0.622 | -    |      |
| HCM Control Delay (s/veh) | \$ 417.6 | 28    | 10.4   | -    | -      | 77.5  | -    |      |
| HCM Lane LOS              | F        | D     | B      | -    | -      | F     | -    |      |
| HCM 95th %tile Q(veh)     | 2.3      | 1     | 0      | -    | -      | 3.1   | -    |      |

| Intersection             |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 0.2  |      |      |      |      |      |      |      |
| Movement                 | EBU  | EBT  | EBR  | WBU  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations      | 2    | ↑↑↑  | ↑    |      | 2    | ↑↑↑  | ↑    |      |
| Traffic Vol, veh/h       | 2    | 1879 | 0    | 8    | 1    | 926  | 3    | 3    |
| Future Vol, veh/h        | 2    | 1879 | 0    | 8    | 1    | 926  | 3    | 3    |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | None |
| Storage Length           | 190  | -    | 125  | -    | 175  | -    | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 91   | 91   | 91   | 91   | 91   | 91   | 91   | 91   |
| Heavy Vehicles, %        | 0    | 3    | 0    | 0    | 0    | 6    | 0    | 0    |
| Mvmt Flow                | 2    | 2065 | 0    | 9    | 1    | 1018 | 3    | 3    |

| Major/Minor          | Major1 |   | Major2 |      | Minor1 |   |      |      |
|----------------------|--------|---|--------|------|--------|---|------|------|
| Conflicting Flow All | 743    | 0 | 0      | 1507 | 2065   | 0 | 2496 | 1032 |
| Stage 1              | -      | - | -      | -    | -      | - | 2069 | -    |
| Stage 2              | -      | - | -      | -    | -      | - | 427  | -    |
| Critical Hdwy        | 5.6    | - | -      | 5.6  | 5.3    | - | 5.7  | 7.1  |
| Critical Hdwy Stg 1  | -      | - | -      | -    | -      | - | 6.6  | -    |
| Critical Hdwy Stg 2  | -      | - | -      | -    | -      | - | 6    | -    |
| Follow-up Hdwy       | 2.3    | - | -      | 2.3  | 3.1    | - | 3.8  | 3.9  |
| Pot Cap-1 Maneuver   | 619    | - | -      | 234  | 119    | - | 52   | 200  |
| Stage 1              | -      | - | -      | -    | -      | - | 52   | -    |
| Stage 2              | -      | - | -      | -    | -      | - | 578  | -    |
| Platoon blocked, %   | -      | - | -      | -    | -      | - | -    | -    |
| Mov Cap-1 Maneuver   | 619    | - | -      | 209  | 209    | - | 49   | 200  |
| Mov Cap-2 Maneuver   | -      | - | -      | -    | -      | - | 49   | -    |
| Stage 1              | -      | - | -      | -    | -      | - | 52   | -    |
| Stage 2              | -      | - | -      | -    | -      | - | 550  | -    |

| Approach               | EB   | WB   | NB    |
|------------------------|------|------|-------|
| HCM Control Delay, s/v | 0.01 | 0.22 | 54.83 |
| HCM LOS                |      |      | F     |

| Minor Lane/Major Mvmt     | NBLn1 | EBU   | EBT | EBR | WBL   | WBT |
|---------------------------|-------|-------|-----|-----|-------|-----|
| Capacity (veh/h)          | 79    | 619   | -   | -   | 209   | -   |
| HCM Lane V/C Ratio        | 0.084 | 0.004 | -   | -   | 0.047 | -   |
| HCM Control Delay (s/veh) | 54.8  | 10.8  | -   | -   | 23.1  | -   |
| HCM Lane LOS              | F     | B     | -   | -   | C     | -   |
| HCM 95th %tile Q(veh)     | 0.3   | 0     | -   | -   | 0.1   | -   |

| Intersection              |                                                                                   |        |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
|---------------------------|-----------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh          | 1.1                                                                               |        |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Movement                  | EBL                                                                               | EBR    | NBL                                                                               | NBT                                                                               | SBT                                                                               | SBR                                                                               |
| Lane Configurations       |  |        |  |  |  |  |
| Traffic Vol, veh/h        | 5                                                                                 | 7      | 14                                                                                | 65                                                                                | 97                                                                                | 19                                                                                |
| Future Vol, veh/h         | 5                                                                                 | 7      | 14                                                                                | 65                                                                                | 97                                                                                | 19                                                                                |
| Conflicting Peds, #/hr    | 0                                                                                 | 0      | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Sign Control              | Stop                                                                              | Stop   | Free                                                                              | Free                                                                              | Free                                                                              | Free                                                                              |
| RT Channelized            | -                                                                                 | None   | -                                                                                 | None                                                                              | -                                                                                 | None                                                                              |
| Storage Length            | 0                                                                                 | -      | 150                                                                               | -                                                                                 | -                                                                                 | -                                                                                 |
| Veh in Median Storage, #  | 0                                                                                 | -      | -                                                                                 | 0                                                                                 | 0                                                                                 | -                                                                                 |
| Grade, %                  | 0                                                                                 | -      | -                                                                                 | 0                                                                                 | 0                                                                                 | -                                                                                 |
| Peak Hour Factor          | 74                                                                                | 74     | 74                                                                                | 74                                                                                | 74                                                                                | 74                                                                                |
| Heavy Vehicles, %         | 0                                                                                 | 14     | 0                                                                                 | 2                                                                                 | 2                                                                                 | 0                                                                                 |
| Mvmt Flow                 | 7                                                                                 | 9      | 19                                                                                | 88                                                                                | 131                                                                               | 26                                                                                |
| Major/Minor               | Minor2                                                                            | Major1 |                                                                                   | Major2                                                                            |                                                                                   |                                                                                   |
| Conflicting Flow All      | 270                                                                               | 144    | 157                                                                               | 0                                                                                 | -                                                                                 | 0                                                                                 |
| Stage 1                   | 144                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 2                   | 126                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Critical Hdwy             | 6.4                                                                               | 6.34   | 4.1                                                                               | -                                                                                 | -                                                                                 | -                                                                                 |
| Critical Hdwy Stg 1       | 5.4                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Critical Hdwy Stg 2       | 5.4                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Follow-up Hdwy            | 3.5                                                                               | 3.426  | 2.2                                                                               | -                                                                                 | -                                                                                 | -                                                                                 |
| Pot Cap-1 Maneuver        | 724                                                                               | 873    | 1435                                                                              | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 1                   | 888                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 2                   | 905                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Platoon blocked, %        |                                                                                   |        |                                                                                   | -                                                                                 | -                                                                                 | -                                                                                 |
| Mov Cap-1 Maneuver        | 714                                                                               | 873    | 1435                                                                              | -                                                                                 | -                                                                                 | -                                                                                 |
| Mov Cap-2 Maneuver        | 714                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 1                   | 876                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 2                   | 905                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Approach                  | EB                                                                                | NB     |                                                                                   | SB                                                                                |                                                                                   |                                                                                   |
| HCM Control Delay, s/v    | 9.6                                                                               | 1.34   |                                                                                   | 0                                                                                 |                                                                                   |                                                                                   |
| HCM LOS                   | A                                                                                 |        |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt     | NBL                                                                               | NBT    | EBLn1                                                                             | SBT                                                                               | SBR                                                                               |                                                                                   |
| Capacity (veh/h)          | 1435                                                                              | -      | 799                                                                               | -                                                                                 | -                                                                                 |                                                                                   |
| HCM Lane V/C Ratio        | 0.013                                                                             | -      | 0.02                                                                              | -                                                                                 | -                                                                                 |                                                                                   |
| HCM Control Delay (s/veh) | 7.5                                                                               | -      | 9.6                                                                               | -                                                                                 | -                                                                                 |                                                                                   |
| HCM Lane LOS              | A                                                                                 | -      | A                                                                                 | -                                                                                 | -                                                                                 |                                                                                   |
| HCM 95th %tile Q(veh)     | 0                                                                                 | -      | 0.1                                                                               | -                                                                                 | -                                                                                 |                                                                                   |



| Intersection             |                                                                                   |      |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 0                                                                                 |      |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL                                                                               | SBT                                                                               |
| Lane Configurations      |  |      |  |      |  |  |
| Traffic Vol, veh/h       | 0                                                                                 | 0    | 70                                                                                | 0    | 0                                                                                 | 116                                                                               |
| Future Vol, veh/h        | 0                                                                                 | 0    | 70                                                                                | 0    | 0                                                                                 | 116                                                                               |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free                                                                              | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | 100                                                                               | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Peak Hour Factor         | 92                                                                                | 92   | 92                                                                                | 92   | 92                                                                                | 92                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 0                                                                                 | 0    | 76                                                                                | 0    | 0                                                                                 | 126                                                                               |

| Major/Minor          | Minor1 | Major1 | Major2 |   |      |
|----------------------|--------|--------|--------|---|------|
| Conflicting Flow All | 202    | 76     | 0      | 0 | 76   |
| Stage 1              | 76     | -      | -      | - | -    |
| Stage 2              | 126    | -      | -      | - | -    |
| Critical Hdwy        | 6.4    | 6.2    | -      | - | 4.1  |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | -    |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | -    |
| Follow-up Hdwy       | 3.5    | 3.3    | -      | - | 2.2  |
| Pot Cap-1 Maneuver   | 791    | 991    | -      | - | 1536 |
| Stage 1              | 952    | -      | -      | - | -    |
| Stage 2              | 905    | -      | -      | - | -    |
| Platoon blocked, %   |        |        | -      | - | -    |
| Mov Cap-1 Maneuver   | 791    | 991    | -      | - | 1536 |
| Mov Cap-2 Maneuver   | 791    | -      | -      | - | -    |
| Stage 1              | 952    | -      | -      | - | -    |
| Stage 2              | 905    | -      | -      | - | -    |

| Approach               | WB | NB | SB |
|------------------------|----|----|----|
| HCM Control Delay, s/v | 0  | 0  | 0  |
| HCM LOS                | A  |    |    |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL | SBT  |
|---------------------------|-----|----------|-----|------|
| Capacity (veh/h)          | -   | -        | -   | 1536 |
| HCM Lane V/C Ratio        | -   | -        | -   | -    |
| HCM Control Delay (s/veh) | -   | -        | 0   | 0    |
| HCM Lane LOS              | -   | -        | A   | A    |
| HCM 95th %tile Q(veh)     | -   | -        | -   | 0    |

Intersection

Int Delay, s/veh 2.3

| Movement                 | EBU  | EBT  | EBR  | WBU  | WBL  | WBT  | NBL  | NBR  |
|--------------------------|------|------|------|------|------|------|------|------|
| Lane Configurations      | ↱    | ↑↑↑  | ↱    |      | ↱    | ↑↑↑  | ↱    | ↱    |
| Traffic Vol, veh/h       | 7    | 1473 | 29   | 4    | 48   | 1748 | 20   | 118  |
| Future Vol, veh/h        | 7    | 1473 | 29   | 4    | 48   | 1748 | 20   | 118  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | None |
| Storage Length           | 175  | -    | 0    | -    | 175  | -    | 100  | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 95   | 95   | 95   | 95   | 95   | 95   | 95   | 95   |
| Heavy Vehicles, %        | 0    | 2    | 0    | 0    | 0    | 2    | 0    | 1    |
| Mvmt Flow                | 7    | 1551 | 31   | 4    | 51   | 1840 | 21   | 124  |

| Major/Minor          | Major1 |   |   | Major2 |      |   | Minor1 |      |
|----------------------|--------|---|---|--------|------|---|--------|------|
| Conflicting Flow All | 1343   | 0 | 0 | 1132   | 1581 | 0 | 2411   | 775  |
| Stage 1              | -      | - | - | -      | -    | - | 1565   | -    |
| Stage 2              | -      | - | - | -      | -    | - | 845    | -    |
| Critical Hdwy        | 5.6    | - | - | 5.6    | 5.3  | - | 5.7    | 7.12 |
| Critical Hdwy Stg 1  | -      | - | - | -      | -    | - | 6.6    | -    |
| Critical Hdwy Stg 2  | -      | - | - | -      | -    | - | 6      | -    |
| Follow-up Hdwy       | 2.3    | - | - | 2.3    | 3.1  | - | 3.8    | 3.91 |
| Pot Cap-1 Maneuver   | 289    | - | - | 378    | 207  | - | 58     | 294  |
| Stage 1              | -      | - | - | -      | -    | - | 110    | -    |
| Stage 2              | -      | - | - | -      | -    | - | 350    | -    |
| Platoon blocked, %   | -      | - | - | -      | -    | - | -      | -    |
| Mov Cap-1 Maneuver   | 289    | - | - | 209    | 209  | - | 41     | 294  |
| Mov Cap-2 Maneuver   | -      | - | - | -      | -    | - | 41     | -    |
| Stage 1              | -      | - | - | -      | -    | - | 107    | -    |
| Stage 2              | -      | - | - | -      | -    | - | 258    | -    |

| Approach               | EB   | WB   | NB    |
|------------------------|------|------|-------|
| HCM Control Delay, s/v | 0.08 | 0.82 | 45.47 |
| HCM LOS                |      |      | E     |

| Minor Lane/Major Mvmt     | NBLn1 | NBLn2 | EBU   | EBT | EBR | WBL   | WBT |
|---------------------------|-------|-------|-------|-----|-----|-------|-----|
| Capacity (veh/h)          | 41    | 294   | 289   | -   | -   | 209   | -   |
| HCM Lane V/C Ratio        | 0.509 | 0.423 | 0.026 | -   | -   | 0.262 | -   |
| HCM Control Delay (s/veh) | 160.8 | 25.9  | 17.8  | -   | -   | 28.3  | -   |
| HCM Lane LOS              | F     | D     | C     | -   | -   | D     | -   |
| HCM 95th %tile Q(veh)     | 1.8   | 2     | 0.1   | -   | -   | 1     | -   |

| Intersection             |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 0.3  |      |      |      |      |      |      |      |
| Movement                 | EBU  | EBT  | EBR  | WBU  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations      | ↱    | ↑↑↑  | ↗    |      | ↠    | ↑↑↑  | ↘    |      |
| Traffic Vol, veh/h       | 3    | 1587 | 1    | 9    | 0    | 1790 | 8    | 2    |
| Future Vol, veh/h        | 3    | 1587 | 1    | 9    | 0    | 1790 | 8    | 2    |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | None |
| Storage Length           | 190  | -    | 125  | -    | 175  | -    | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 97   | 97   | 97   | 97   | 97   | 97   | 97   | 97   |
| Heavy Vehicles, %        | 0    | 2    | 0    | 0    | 0    | 2    | 0    | 0    |
| Mvmt Flow                | 3    | 1636 | 1    | 9    | 0    | 1845 | 8    | 2    |

| Major/Minor          | Major1 |   |   | Major2 |      |   | Minor1 |     |
|----------------------|--------|---|---|--------|------|---|--------|-----|
| Conflicting Flow All | 1347   | 0 | 0 | 1194   | 1637 | 0 | 2399   | 818 |
| Stage 1              | -      | - | - | -      | -    | - | 1642   | -   |
| Stage 2              | -      | - | - | -      | -    | - | 757    | -   |
| Critical Hdwy        | 5.6    | - | - | 5.6    | 5.3  | - | 5.7    | 7.1 |
| Critical Hdwy Stg 1  | -      | - | - | -      | -    | - | 6.6    | -   |
| Critical Hdwy Stg 2  | -      | - | - | -      | -    | - | 6      | -   |
| Follow-up Hdwy       | 2.3    | - | - | 2.3    | 3.1  | - | 3.8    | 3.9 |
| Pot Cap-1 Maneuver   | 287    | - | - | 349    | 195  | - | 58     | 277 |
| Stage 1              | -      | - | - | -      | -    | - | 98     | -   |
| Stage 2              | -      | - | - | -      | -    | - | 390    | -   |
| Platoon blocked, %   | -      | - | - | -      | -    | - | -      | -   |
| Mov Cap-1 Maneuver   | 287    | - | - | 347    | 347  | - | 56     | 277 |
| Mov Cap-2 Maneuver   | -      | - | - | -      | -    | - | 56     | -   |
| Stage 1              | -      | - | - | -      | -    | - | 97     | -   |
| Stage 2              | -      | - | - | -      | -    | - | 379    | -   |

| Approach               | EB   | WB   | NB    |
|------------------------|------|------|-------|
| HCM Control Delay, s/v | 0.03 | 0.08 | 68.39 |
| HCM LOS                |      |      | F     |

| Minor Lane/Major Mvmt     | NBLn1 | EBU   | EBT | EBR | WBL   | WBT |
|---------------------------|-------|-------|-----|-----|-------|-----|
| Capacity (veh/h)          | 67    | 287   | -   | -   | 347   | -   |
| HCM Lane V/C Ratio        | 0.154 | 0.011 | -   | -   | 0.027 | -   |
| HCM Control Delay (s/veh) | 68.4  | 17.7  | -   | -   | 15.7  | -   |
| HCM Lane LOS              | F     | C     | -   | -   | C     | -   |
| HCM 95th %tile Q(veh)     | 0.5   | 0     | -   | -   | 0.1   | -   |

| Intersection             |                                                                                   |      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.5                                                                               |      |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Movement                 | EBL                                                                               | EBR  | NBL                                                                               | NBT                                                                               | SBT                                                                               | SBR                                                                               |
| Lane Configurations      |  |      |  |  |  |  |
| Traffic Vol, veh/h       | 6                                                                                 | 22   | 15                                                                                | 109                                                                               | 69                                                                                | 16                                                                                |
| Future Vol, veh/h        | 6                                                                                 | 22   | 15                                                                                | 109                                                                               | 69                                                                                | 16                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free                                                                              | Free                                                                              | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None                                                                              | -                                                                                 | None                                                                              |
| Storage Length           | 0                                                                                 | -    | 150                                                                               | -                                                                                 | -                                                                                 | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | -                                                                                 | 0                                                                                 | 0                                                                                 | -                                                                                 |
| Grade, %                 | 0                                                                                 | -    | -                                                                                 | 0                                                                                 | 0                                                                                 | -                                                                                 |
| Peak Hour Factor         | 92                                                                                | 92   | 92                                                                                | 92                                                                                | 92                                                                                | 92                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 1                                                                                 | 0                                                                                 | 6                                                                                 |
| Mvmt Flow                | 7                                                                                 | 24   | 16                                                                                | 118                                                                               | 75                                                                                | 17                                                                                |

| Major/Minor          | Minor2 | Major1 | Major2 |   |   |   |
|----------------------|--------|--------|--------|---|---|---|
| Conflicting Flow All | 235    | 84     | 92     | 0 | - | 0 |
| Stage 1              | 84     | -      | -      | - | - | - |
| Stage 2              | 151    | -      | -      | - | - | - |
| Critical Hdwy        | 6.4    | 6.2    | 4.1    | - | - | - |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | - | - |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | - | - |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2    | - | - | - |
| Pot Cap-1 Maneuver   | 758    | 981    | 1515   | - | - | - |
| Stage 1              | 945    | -      | -      | - | - | - |
| Stage 2              | 882    | -      | -      | - | - | - |
| Platoon blocked, %   |        |        |        | - | - | - |
| Mov Cap-1 Maneuver   | 750    | 981    | 1515   | - | - | - |
| Mov Cap-2 Maneuver   | 750    | -      | -      | - | - | - |
| Stage 1              | 934    | -      | -      | - | - | - |
| Stage 2              | 882    | -      | -      | - | - | - |

| Approach               | EB   | NB  | SB |
|------------------------|------|-----|----|
| HCM Control Delay, s/v | 9.05 | 0.9 | 0  |
| HCM LOS                | A    |     |    |

| Minor Lane/Major Mvmt     | NBL   | NBT | EBLn1 | SBT | SBR |
|---------------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)          | 1515  | -   | 920   | -   | -   |
| HCM Lane V/C Ratio        | 0.011 | -   | 0.033 | -   | -   |
| HCM Control Delay (s/veh) | 7.4   | -   | 9     | -   | -   |
| HCM Lane LOS              | A     | -   | A     | -   | -   |
| HCM 95th %tile Q(veh)     | 0     | -   | 0.1   | -   | -   |

| Intersection             |                                                                                   |      |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 0                                                                                 |      |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL                                                                               | SBT                                                                               |
| Lane Configurations      |  |      |  |      |  |  |
| Traffic Vol, veh/h       | 0                                                                                 | 0    | 115                                                                               | 0    | 0                                                                                 | 85                                                                                |
| Future Vol, veh/h        | 0                                                                                 | 0    | 115                                                                               | 0    | 0                                                                                 | 85                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free                                                                              | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | 100                                                                               | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Peak Hour Factor         | 92                                                                                | 92   | 92                                                                                | 92   | 92                                                                                | 92                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 0                                                                                 | 0    | 125                                                                               | 0    | 0                                                                                 | 92                                                                                |

| Major/Minor          | Minor1 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 217    | 125    | 0      |
| Stage 1              | 125    | -      | -      |
| Stage 2              | 92     | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | -      |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | -      |
| Pot Cap-1 Maneuver   | 775    | 931    | -      |
| Stage 1              | 906    | -      | -      |
| Stage 2              | 936    | -      | -      |
| Platoon blocked, %   |        | -      | -      |
| Mov Cap-1 Maneuver   | 775    | 931    | -      |
| Mov Cap-2 Maneuver   | 775    | -      | -      |
| Stage 1              | 906    | -      | -      |
| Stage 2              | 936    | -      | -      |

| Approach               | WB | NB | SB |
|------------------------|----|----|----|
| HCM Control Delay, s/v | 0  | 0  | 0  |
| HCM LOS                | A  |    |    |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL  | SBT |
|---------------------------|-----|----------|------|-----|
| Capacity (veh/h)          | -   | -        | 1474 | -   |
| HCM Lane V/C Ratio        | -   | -        | -    | -   |
| HCM Control Delay (s/veh) | -   | 0        | 0    | -   |
| HCM Lane LOS              | -   | A        | A    | -   |
| HCM 95th %tile Q(veh)     | -   | -        | 0    | -   |

| Intersection              |          |       |        |      |        |       |      |      |
|---------------------------|----------|-------|--------|------|--------|-------|------|------|
| Int Delay, s/veh          | 5        |       |        |      |        |       |      |      |
| Movement                  | EBU      | EBT   | EBR    | WBU  | WBL    | WBT   | NBL  | NBR  |
| Lane Configurations       | ↱        | ↑↑↑   | ↱      |      | ↱      | ↑↑↑   | ↱    | ↱    |
| Traffic Vol, veh/h        | 2        | 1840  | 86     | 1    | 66     | 876   | 15   | 53   |
| Future Vol, veh/h         | 2        | 1840  | 86     | 1    | 66     | 876   | 15   | 53   |
| Conflicting Peds, #/hr    | 0        | 0     | 0      | 0    | 0      | 0     | 0    | 0    |
| Sign Control              | Free     | Free  | Free   | Free | Free   | Free  | Stop | Stop |
| RT Channelized            | -        | -     | None   | -    | -      | None  | -    | None |
| Storage Length            | 175      | -     | 0      | -    | 175    | -     | 100  | -    |
| Veh in Median Storage, #  | -        | 0     | -      | -    | -      | 0     | 0    | -    |
| Grade, %                  | -        | 0     | -      | -    | -      | 0     | 0    | -    |
| Peak Hour Factor          | 92       | 92    | 92     | 92   | 92     | 92    | 92   | 92   |
| Heavy Vehicles, %         | 0        | 3     | 0      | 0    | 3      | 6     | 0    | 2    |
| Mvmt Flow                 | 2        | 2000  | 93     | 1    | 72     | 952   | 16   | 58   |
| Major/Minor               | Major1   |       | Major2 |      | Minor1 |       |      |      |
| Conflicting Flow All      | 695      | 0     | 0      | 1460 | 2093   | 0     | 2531 | 1000 |
| Stage 1                   | -        | -     | -      | -    | -      | -     | 2004 | -    |
| Stage 2                   | -        | -     | -      | -    | -      | -     | 527  | -    |
| Critical Hdwy             | 5.6      | -     | -      | 5.6  | 5.36   | -     | 5.7  | 7.14 |
| Critical Hdwy Stg 1       | -        | -     | -      | -    | -      | -     | 6.6  | -    |
| Critical Hdwy Stg 2       | -        | -     | -      | -    | -      | -     | 6    | -    |
| Follow-up Hdwy            | 2.3      | -     | -      | 2.3  | 3.13   | -     | 3.8  | 3.92 |
| Pot Cap-1 Maneuver        | 657      | -     | -      | 248  | 111    | -     | 49   | 207  |
| Stage 1                   | -        | -     | -      | -    | -      | -     | 58   | -    |
| Stage 2                   | -        | -     | -      | -    | -      | -     | 513  | -    |
| Platoon blocked, %        | -        | -     | -      | -    | -      | -     | -    | -    |
| Mov Cap-1 Maneuver        | 657      | -     | -      | 111  | 111    | -     | 17   | 207  |
| Mov Cap-2 Maneuver        | -        | -     | -      | -    | -      | -     | 17   | -    |
| Stage 1                   | -        | -     | -      | -    | -      | -     | 58   | -    |
| Stage 2                   | -        | -     | -      | -    | -      | -     | 178  | -    |
| Approach                  | EB       |       | WB     |      | NB     |       |      |      |
| HCM Control Delay, s/v    | 0.01     |       | 5.99   |      | 134.66 |       |      |      |
| HCM LOS                   |          |       |        |      | F      |       |      |      |
| Minor Lane/Major Mvmt     | NBLn1    | NBLn2 | EBU    | EBT  | EBR    | WBL   | WBT  |      |
| Capacity (veh/h)          | 17       | 207   | 657    | -    | -      | 111   | -    |      |
| HCM Lane V/C Ratio        | 0.957    | 0.278 | 0.003  | -    | -      | 0.654 | -    |      |
| HCM Control Delay (s/veh) | \$ 508.4 | 28.9  | 10.5   | -    | -      | 84.3  | -    |      |
| HCM Lane LOS              | F        | D     | B      | -    | -      | F     | -    |      |
| HCM 95th %tile Q(veh)     | 2.4      | 1.1   | 0      | -    | -      | 3.3   | -    |      |

| Intersection              |        |       |        |      |        |      |      |      |
|---------------------------|--------|-------|--------|------|--------|------|------|------|
| Int Delay, s/veh          | 0.2    |       |        |      |        |      |      |      |
| Movement                  | EBU    | EBT   | EBR    | WBU  | WBL    | WBT  | NBL  | NBR  |
| Lane Configurations       | 2      | ↑↑↑   | ↑      |      | 2      | ↑↑↑  | ↑    |      |
| Traffic Vol, veh/h        | 2      | 1907  | 0      | 8    | 1      | 940  | 3    | 3    |
| Future Vol, veh/h         | 2      | 1907  | 0      | 8    | 1      | 940  | 3    | 3    |
| Conflicting Peds, #/hr    | 0      | 0     | 0      | 0    | 0      | 0    | 0    | 0    |
| Sign Control              | Free   | Free  | Free   | Free | Free   | Free | Stop | Stop |
| RT Channelized            | -      | -     | None   | -    | -      | None | -    | None |
| Storage Length            | 190    | -     | 125    | -    | 175    | -    | -    | -    |
| Veh in Median Storage, #  | -      | 0     | -      | -    | -      | 0    | 0    | -    |
| Grade, %                  | -      | 0     | -      | -    | -      | 0    | 0    | -    |
| Peak Hour Factor          | 91     | 91    | 91     | 91   | 91     | 91   | 91   | 91   |
| Heavy Vehicles, %         | 0      | 3     | 0      | 0    | 0      | 6    | 0    | 0    |
| Mvmt Flow                 | 2      | 2096  | 0      | 9    | 1      | 1033 | 3    | 3    |
| Major/Minor               | Major1 |       | Major2 |      | Minor1 |      |      |      |
| Conflicting Flow All      | 754    | 0     | 0      | 1530 | 2096   | 0    | 2533 | 1048 |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 2100 | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 433  | -    |
| Critical Hdwy             | 5.6    | -     | -      | 5.6  | 5.3    | -    | 5.7  | 7.1  |
| Critical Hdwy Stg 1       | -      | -     | -      | -    | -      | -    | 6.6  | -    |
| Critical Hdwy Stg 2       | -      | -     | -      | -    | -      | -    | 6    | -    |
| Follow-up Hdwy            | 2.3    | -     | -      | 2.3  | 3.1    | -    | 3.8  | 3.9  |
| Pot Cap-1 Maneuver        | 610    | -     | -      | 227  | 115    | -    | 49   | 196  |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 50   | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 574  | -    |
| Platoon blocked, %        | -      | -     | -      | -    | -      | -    | -    | -    |
| Mov Cap-1 Maneuver        | 610    | -     | -      | 202  | 202    | -    | 47   | 196  |
| Mov Cap-2 Maneuver        | -      | -     | -      | -    | -      | -    | 47   | -    |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 50   | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 546  | -    |
| Approach                  | EB     |       | WB     |      | NB     |      |      |      |
| HCM Control Delay, s/v    | 0.01   |       | 0.22   |      | 57.25  |      |      |      |
| HCM LOS                   |        |       |        |      | F      |      |      |      |
| Minor Lane/Major Mvmt     | NBLn1  | EBU   | EBT    | EBR  | WBL    | WBT  |      |      |
| Capacity (veh/h)          | 75     | 610   | -      | -    | 202    | -    |      |      |
| HCM Lane V/C Ratio        | 0.087  | 0.004 | -      | -    | 0.049  | -    |      |      |
| HCM Control Delay (s/veh) | 57.2   | 10.9  | -      | -    | 23.7   | -    |      |      |
| HCM Lane LOS              | F      | B     | -      | -    | C      | -    |      |      |
| HCM 95th %tile Q(veh)     | 0.3    | 0     | -      | -    | 0.2    | -    |      |      |



| Intersection              |                                                                                   |        |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
|---------------------------|-----------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh          | 1.1                                                                               |        |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Movement                  | EBL                                                                               | EBR    | NBL                                                                               | NBT                                                                               | SBT                                                                               | SBR                                                                               |
| Lane Configurations       |  |        |  |  |  |  |
| Traffic Vol, veh/h        | 5                                                                                 | 7      | 14                                                                                | 66                                                                                | 98                                                                                | 19                                                                                |
| Future Vol, veh/h         | 5                                                                                 | 7      | 14                                                                                | 66                                                                                | 98                                                                                | 19                                                                                |
| Conflicting Peds, #/hr    | 0                                                                                 | 0      | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Sign Control              | Stop                                                                              | Stop   | Free                                                                              | Free                                                                              | Free                                                                              | Free                                                                              |
| RT Channelized            | -                                                                                 | None   | -                                                                                 | None                                                                              | -                                                                                 | None                                                                              |
| Storage Length            | 0                                                                                 | -      | 150                                                                               | -                                                                                 | -                                                                                 | -                                                                                 |
| Veh in Median Storage, #  | 0                                                                                 | -      | -                                                                                 | 0                                                                                 | 0                                                                                 | -                                                                                 |
| Grade, %                  | 0                                                                                 | -      | -                                                                                 | 0                                                                                 | 0                                                                                 | -                                                                                 |
| Peak Hour Factor          | 74                                                                                | 74     | 74                                                                                | 74                                                                                | 74                                                                                | 74                                                                                |
| Heavy Vehicles, %         | 0                                                                                 | 14     | 0                                                                                 | 2                                                                                 | 2                                                                                 | 0                                                                                 |
| Mvmt Flow                 | 7                                                                                 | 9      | 19                                                                                | 89                                                                                | 132                                                                               | 26                                                                                |
| Major/Minor               | Minor2                                                                            | Major1 |                                                                                   | Major2                                                                            |                                                                                   |                                                                                   |
| Conflicting Flow All      | 272                                                                               | 145    | 158                                                                               | 0                                                                                 | -                                                                                 | 0                                                                                 |
| Stage 1                   | 145                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 2                   | 127                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Critical Hdwy             | 6.4                                                                               | 6.34   | 4.1                                                                               | -                                                                                 | -                                                                                 | -                                                                                 |
| Critical Hdwy Stg 1       | 5.4                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Critical Hdwy Stg 2       | 5.4                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Follow-up Hdwy            | 3.5                                                                               | 3.426  | 2.2                                                                               | -                                                                                 | -                                                                                 | -                                                                                 |
| Pot Cap-1 Maneuver        | 721                                                                               | 871    | 1434                                                                              | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 1                   | 887                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 2                   | 904                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Platoon blocked, %        |                                                                                   |        |                                                                                   | -                                                                                 | -                                                                                 | -                                                                                 |
| Mov Cap-1 Maneuver        | 712                                                                               | 871    | 1434                                                                              | -                                                                                 | -                                                                                 | -                                                                                 |
| Mov Cap-2 Maneuver        | 712                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 1                   | 875                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Stage 2                   | 904                                                                               | -      | -                                                                                 | -                                                                                 | -                                                                                 | -                                                                                 |
| Approach                  | EB                                                                                | NB     |                                                                                   | SB                                                                                |                                                                                   |                                                                                   |
| HCM Control Delay, s/v    | 9.61                                                                              | 1.32   |                                                                                   | 0                                                                                 |                                                                                   |                                                                                   |
| HCM LOS                   | A                                                                                 |        |                                                                                   |                                                                                   |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt     | NBL                                                                               | NBT    | EBLn1                                                                             | SBT                                                                               | SBR                                                                               |                                                                                   |
| Capacity (veh/h)          | 1434                                                                              | -      | 797                                                                               | -                                                                                 | -                                                                                 |                                                                                   |
| HCM Lane V/C Ratio        | 0.013                                                                             | -      | 0.02                                                                              | -                                                                                 | -                                                                                 |                                                                                   |
| HCM Control Delay (s/veh) | 7.5                                                                               | -      | 9.6                                                                               | -                                                                                 | -                                                                                 |                                                                                   |
| HCM Lane LOS              | A                                                                                 | -      | A                                                                                 | -                                                                                 | -                                                                                 |                                                                                   |
| HCM 95th %tile Q(veh)     | 0                                                                                 | -      | 0.1                                                                               | -                                                                                 | -                                                                                 |                                                                                   |

HCM 7th TWSC  
50: Lamar Blvd & Fire Station Access

2024 AM - 11/15/2023  
Opening Year Background Traffic

| Intersection              |                                                                                   |          |                                                                                   |      |                                                                                   |                                                                                   |
|---------------------------|-----------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh          | 0                                                                                 |          |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                  | WBL                                                                               | WBR      | NBT                                                                               | NBR  | SBL                                                                               | SBT                                                                               |
| Lane Configurations       |  |          |  |      |  |  |
| Traffic Vol, veh/h        | 0                                                                                 | 0        | 71                                                                                | 0    | 0                                                                                 | 118                                                                               |
| Future Vol, veh/h         | 0                                                                                 | 0        | 71                                                                                | 0    | 0                                                                                 | 118                                                                               |
| Conflicting Peds, #/hr    | 0                                                                                 | 0        | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control              | Stop                                                                              | Stop     | Free                                                                              | Free | Free                                                                              | Free                                                                              |
| RT Channelized            | -                                                                                 | None     | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length            | 0                                                                                 | -        | -                                                                                 | -    | 100                                                                               | -                                                                                 |
| Veh in Median Storage, #  | 0                                                                                 | -        | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Grade, %                  | 0                                                                                 | -        | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Peak Hour Factor          | 92                                                                                | 92       | 92                                                                                | 92   | 92                                                                                | 92                                                                                |
| Heavy Vehicles, %         | 0                                                                                 | 0        | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                 | 0                                                                                 | 0        | 77                                                                                | 0    | 0                                                                                 | 128                                                                               |
| Major/Minor               | Minor1                                                                            | Major1   | Major2                                                                            |      |                                                                                   |                                                                                   |
| Conflicting Flow All      | 205                                                                               | 77       | 0                                                                                 | 0    | 77                                                                                | 0                                                                                 |
| Stage 1                   | 77                                                                                | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Stage 2                   | 128                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Critical Hdwy             | 6.4                                                                               | 6.2      | -                                                                                 | -    | 4.1                                                                               | -                                                                                 |
| Critical Hdwy Stg 1       | 5.4                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Critical Hdwy Stg 2       | 5.4                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Follow-up Hdwy            | 3.5                                                                               | 3.3      | -                                                                                 | -    | 2.2                                                                               | -                                                                                 |
| Pot Cap-1 Maneuver        | 788                                                                               | 989      | -                                                                                 | -    | 1534                                                                              | -                                                                                 |
| Stage 1                   | 951                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Stage 2                   | 903                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Platoon blocked, %        |                                                                                   |          | -                                                                                 | -    |                                                                                   | -                                                                                 |
| Mov Cap-1 Maneuver        | 788                                                                               | 989      | -                                                                                 | -    | 1534                                                                              | -                                                                                 |
| Mov Cap-2 Maneuver        | 788                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Stage 1                   | 951                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Stage 2                   | 903                                                                               | -        | -                                                                                 | -    | -                                                                                 | -                                                                                 |
| Approach                  | WB                                                                                | NB       | SB                                                                                |      |                                                                                   |                                                                                   |
| HCM Control Delay, s/v    | 0                                                                                 | 0        | 0                                                                                 |      |                                                                                   |                                                                                   |
| HCM LOS                   | A                                                                                 |          |                                                                                   |      |                                                                                   |                                                                                   |
| Minor Lane/Major Mvmt     | NBT                                                                               | NBRWBLn1 | SBL                                                                               | SBT  |                                                                                   |                                                                                   |
| Capacity (veh/h)          | -                                                                                 | -        | -                                                                                 | 1534 | -                                                                                 |                                                                                   |
| HCM Lane V/C Ratio        | -                                                                                 | -        | -                                                                                 | -    | -                                                                                 |                                                                                   |
| HCM Control Delay (s/veh) | -                                                                                 | -        | 0                                                                                 | 0    | -                                                                                 |                                                                                   |
| HCM Lane LOS              | -                                                                                 | -        | A                                                                                 | A    | -                                                                                 |                                                                                   |
| HCM 95th %tile Q(veh)     | -                                                                                 | -        | -                                                                                 | 0    | -                                                                                 |                                                                                   |

| Intersection              |        |       |        |      |      |        |      |      |
|---------------------------|--------|-------|--------|------|------|--------|------|------|
| Int Delay, s/veh          | 2.4    |       |        |      |      |        |      |      |
| Movement                  | EBU    | EBT   | EBR    | WBU  | WBL  | WBT    | NBL  | NBR  |
| Lane Configurations       | ↱      | ↑↑↑   | ↱      |      | ↱    | ↑↑↑    | ↱    | ↱    |
| Traffic Vol, veh/h        | 7      | 1495  | 29     | 4    | 49   | 1774   | 20   | 120  |
| Future Vol, veh/h         | 7      | 1495  | 29     | 4    | 49   | 1774   | 20   | 120  |
| Conflicting Peds, #/hr    | 0      | 0     | 0      | 0    | 0    | 0      | 0    | 0    |
| Sign Control              | Free   | Free  | Free   | Free | Free | Free   | Stop | Stop |
| RT Channelized            | -      | -     | None   | -    | -    | None   | -    | None |
| Storage Length            | 175    | -     | 0      | -    | 175  | -      | 100  | -    |
| Veh in Median Storage, #  | -      | 0     | -      | -    | -    | 0      | 0    | -    |
| Grade, %                  | -      | 0     | -      | -    | -    | 0      | 0    | -    |
| Peak Hour Factor          | 95     | 95    | 95     | 95   | 95   | 95     | 95   | 95   |
| Heavy Vehicles, %         | 0      | 2     | 0      | 0    | 0    | 2      | 0    | 1    |
| Mvmt Flow                 | 7      | 1574  | 31     | 4    | 52   | 1867   | 21   | 126  |
|                           |        |       |        |      |      |        |      |      |
| Major/Minor               | Major1 |       | Major2 |      |      | Minor1 |      |      |
| Conflicting Flow All      | 1363   | 0     | 0      | 1149 | 1604 | 0      | 2447 | 787  |
| Stage 1                   | -      | -     | -      | -    | -    | -      | 1588 | -    |
| Stage 2                   | -      | -     | -      | -    | -    | -      | 859  | -    |
| Critical Hdwy             | 5.6    | -     | -      | 5.6  | 5.3  | -      | 5.7  | 7.12 |
| Critical Hdwy Stg 1       | -      | -     | -      | -    | -    | -      | 6.6  | -    |
| Critical Hdwy Stg 2       | -      | -     | -      | -    | -    | -      | 6    | -    |
| Follow-up Hdwy            | 2.3    | -     | -      | 2.3  | 3.1  | -      | 3.8  | 3.91 |
| Pot Cap-1 Maneuver        | 281    | -     | -      | 370  | 202  | -      | 55   | 289  |
| Stage 1                   | -      | -     | -      | -    | -    | -      | 106  | -    |
| Stage 2                   | -      | -     | -      | -    | -    | -      | 344  | -    |
| Platoon blocked, %        |        | -     | -      |      |      | -      |      |      |
| Mov Cap-1 Maneuver        | 281    | -     | -      | 203  | 203  | -      | 39   | 289  |
| Mov Cap-2 Maneuver        | -      | -     | -      | -    | -    | -      | 39   | -    |
| Stage 1                   | -      | -     | -      | -    | -    | -      | 103  | -    |
| Stage 2                   | -      | -     | -      | -    | -    | -      | 250  | -    |
|                           |        |       |        |      |      |        |      |      |
| Approach                  | EB     |       | WB     |      |      | NB     |      |      |
| HCM Control Delay, s/v    | 0.08   |       | 0.85   |      |      | 48.27  |      |      |
| HCM LOS                   | E      |       |        |      |      |        |      |      |
|                           |        |       |        |      |      |        |      |      |
| Minor Lane/Major Mvmt     | NBLn1  | NBLn2 | EBU    | EBT  | EBR  | WBL    | WBT  |      |
| Capacity (veh/h)          | 39     | 289   | 281    | -    | -    | 203    | -    |      |
| HCM Lane V/C Ratio        | 0.542  | 0.437 | 0.026  | -    | -    | 0.275  | -    |      |
| HCM Control Delay (s/veh) | 177.1  | 26.8  | 18.1   | -    | -    | 29.3   | -    |      |
| HCM Lane LOS              | F      | D     | C      | -    | -    | D      | -    |      |
| HCM 95th %tile Q(veh)     | 1.9    | 2.1   | 0.1    | -    | -    | 1.1    | -    |      |

| Intersection              |        |       |        |      |        |      |      |      |
|---------------------------|--------|-------|--------|------|--------|------|------|------|
| Int Delay, s/veh          | 0.3    |       |        |      |        |      |      |      |
| Movement                  | EBU    | EBT   | EBR    | WBU  | WBL    | WBT  | NBL  | NBR  |
| Lane Configurations       | ↱      | ↑↑↑   | ↗      |      | ↘      | ↑↑↑  | ↙    |      |
| Traffic Vol, veh/h        | 3      | 1611  | 1      | 9    | 0      | 1817 | 8    | 2    |
| Future Vol, veh/h         | 3      | 1611  | 1      | 9    | 0      | 1817 | 8    | 2    |
| Conflicting Peds, #/hr    | 0      | 0     | 0      | 0    | 0      | 0    | 0    | 0    |
| Sign Control              | Free   | Free  | Free   | Free | Free   | Free | Stop | Stop |
| RT Channelized            | -      | -     | None   | -    | -      | None | -    | None |
| Storage Length            | 190    | -     | 125    | -    | 175    | -    | -    | -    |
| Veh in Median Storage, #  | -      | 0     | -      | -    | -      | 0    | 0    | -    |
| Grade, %                  | -      | 0     | -      | -    | -      | 0    | 0    | -    |
| Peak Hour Factor          | 97     | 97    | 97     | 97   | 97     | 97   | 97   | 97   |
| Heavy Vehicles, %         | 0      | 2     | 0      | 0    | 0      | 2    | 0    | 0    |
| Mvmt Flow                 | 3      | 1661  | 1      | 9    | 0      | 1873 | 8    | 2    |
|                           |        |       |        |      |        |      |      |      |
| Major/Minor               | Major1 |       | Major2 |      | Minor1 |      |      |      |
| Conflicting Flow All      | 1367   | 0     | 0      | 1212 | 1662   | 0    | 2435 | 830  |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 1667 | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 768  | -    |
| Critical Hdwy             | 5.6    | -     | -      | 5.6  | 5.3    | -    | 5.7  | 7.1  |
| Critical Hdwy Stg 1       | -      | -     | -      | -    | -      | -    | 6.6  | -    |
| Critical Hdwy Stg 2       | -      | -     | -      | -    | -      | -    | 6    | -    |
| Follow-up Hdwy            | 2.3    | -     | -      | 2.3  | 3.1    | -    | 3.8  | 3.9  |
| Pot Cap-1 Maneuver        | 280    | -     | -      | 341  | 189    | -    | 56   | 272  |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 95   | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 385  | -    |
| Platoon blocked, %        |        | -     | -      |      |        | -    |      |      |
| Mov Cap-1 Maneuver        | 280    | -     | -      | 339  | 339    | -    | 54   | 272  |
| Mov Cap-2 Maneuver        | -      | -     | -      | -    | -      | -    | 54   | -    |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 94   | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 374  | -    |
|                           |        |       |        |      |        |      |      |      |
| Approach                  | EB     |       | WB     |      | NB     |      |      |      |
| HCM Control Delay, s/v    | 0.03   |       | 0.08   |      | 71.81  |      |      |      |
| HCM LOS                   | F      |       |        |      |        |      |      |      |
|                           |        |       |        |      |        |      |      |      |
| Minor Lane/Major Mvmt     | NBLn1  | EBU   | EBT    | EBR  | WBL    | WBT  |      |      |
| Capacity (veh/h)          | 64     | 280   | -      | -    | 339    | -    |      |      |
| HCM Lane V/C Ratio        | 0.161  | 0.011 | -      | -    | 0.027  | -    |      |      |
| HCM Control Delay (s/veh) | 71.8   | 18    | -      | -    | 15.9   | -    |      |      |
| HCM Lane LOS              | F      | C     | -      | -    | C      | -    |      |      |
| HCM 95th %tile Q(veh)     | 0.5    | 0     | -      | -    | 0.1    | -    |      |      |

| Intersection             |                                                                                   |      |                                                                                   |                                                                                   |                                                                                   |      |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------|
| Int Delay, s/veh         | 1.5                                                                               |      |                                                                                   |                                                                                   |                                                                                   |      |
| Movement                 | EBL                                                                               | EBR  | NBL                                                                               | NBT                                                                               | SBT                                                                               | SBR  |
| Lane Configurations      |  |      |  |  |  |      |
| Traffic Vol, veh/h       | 6                                                                                 | 22   | 15                                                                                | 111                                                                               | 70                                                                                | 16   |
| Future Vol, veh/h        | 6                                                                                 | 22   | 15                                                                                | 111                                                                               | 70                                                                                | 16   |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0    |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free                                                                              | Free                                                                              | Free |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None                                                                              | -                                                                                 | None |
| Storage Length           | 0                                                                                 | -    | 150                                                                               | -                                                                                 | -                                                                                 | -    |
| Veh in Median Storage, # | 0                                                                                 | -    | -                                                                                 | 0                                                                                 | 0                                                                                 | -    |
| Grade, %                 | 0                                                                                 | -    | -                                                                                 | 0                                                                                 | 0                                                                                 | -    |
| Peak Hour Factor         | 92                                                                                | 92   | 92                                                                                | 92                                                                                | 92                                                                                | 92   |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 1                                                                                 | 0                                                                                 | 6    |
| Mvmt Flow                | 7                                                                                 | 24   | 16                                                                                | 121                                                                               | 76                                                                                | 17   |

| Major/Minor          | Minor2 | Major1 |      | Major2 |   |   |
|----------------------|--------|--------|------|--------|---|---|
| Conflicting Flow All | 238    | 85     | 93   | 0      | - | 0 |
| Stage 1              | 85     | -      | -    | -      | - | - |
| Stage 2              | 153    | -      | -    | -      | - | - |
| Critical Hdwy        | 6.4    | 6.2    | 4.1  | -      | - | - |
| Critical Hdwy Stg 1  | 5.4    | -      | -    | -      | - | - |
| Critical Hdwy Stg 2  | 5.4    | -      | -    | -      | - | - |
| Follow-up Hdwy       | 3.5    | 3.3    | 2.2  | -      | - | - |
| Pot Cap-1 Maneuver   | 755    | 980    | 1514 | -      | - | - |
| Stage 1              | 944    | -      | -    | -      | - | - |
| Stage 2              | 880    | -      | -    | -      | - | - |
| Platoon blocked, %   |        |        |      | -      | - | - |
| Mov Cap-1 Maneuver   | 746    | 980    | 1514 | -      | - | - |
| Mov Cap-2 Maneuver   | 746    | -      | -    | -      | - | - |
| Stage 1              | 933    | -      | -    | -      | - | - |
| Stage 2              | 880    | -      | -    | -      | - | - |

| Approach               | EB   | NB   | SB |
|------------------------|------|------|----|
| HCM Control Delay, s/v | 9.05 | 0.88 | 0  |
| HCM LOS                | A    |      |    |

| Minor Lane/Major Mvmt     | NBL   | NBT | EBLn1 | SBT | SBR |
|---------------------------|-------|-----|-------|-----|-----|
| Capacity (veh/h)          | 1514  | -   | 918   | -   | -   |
| HCM Lane V/C Ratio        | 0.011 | -   | 0.033 | -   | -   |
| HCM Control Delay (s/veh) | 7.4   | -   | 9.1   | -   | -   |
| HCM Lane LOS              | A     | -   | A     | -   | -   |
| HCM 95th %tile Q(veh)     | 0     | -   | 0.1   | -   | -   |

| Intersection             |                                                                                   |      |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 0                                                                                 |      |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL                                                                               | SBT                                                                               |
| Lane Configurations      |  |      |  |      |  |  |
| Traffic Vol, veh/h       | 0                                                                                 | 0    | 117                                                                               | 0    | 0                                                                                 | 86                                                                                |
| Future Vol, veh/h        | 0                                                                                 | 0    | 117                                                                               | 0    | 0                                                                                 | 86                                                                                |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free                                                                              | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | 100                                                                               | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Peak Hour Factor         | 92                                                                                | 92   | 92                                                                                | 92   | 92                                                                                | 92                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Mvmt Flow                | 0                                                                                 | 0    | 127                                                                               | 0    | 0                                                                                 | 93                                                                                |

| Major/Minor          | Minor1 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 221    | 127    | 0      |
| Stage 1              | 127    | -      | -      |
| Stage 2              | 93     | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | -      |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | -      |
| Pot Cap-1 Maneuver   | 772    | 928    | -      |
| Stage 1              | 904    | -      | -      |
| Stage 2              | 935    | -      | -      |
| Platoon blocked, %   |        | -      | -      |
| Mov Cap-1 Maneuver   | 772    | 928    | -      |
| Mov Cap-2 Maneuver   | 772    | -      | -      |
| Stage 1              | 904    | -      | -      |
| Stage 2              | 935    | -      | -      |

| Approach               | WB | NB | SB |
|------------------------|----|----|----|
| HCM Control Delay, s/v | 0  | 0  | 0  |
| HCM LOS                | A  |    |    |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL | SBT  |
|---------------------------|-----|----------|-----|------|
| Capacity (veh/h)          | -   | -        | -   | 1471 |
| HCM Lane V/C Ratio        | -   | -        | -   | -    |
| HCM Control Delay (s/veh) | -   | -        | 0   | 0    |
| HCM Lane LOS              | -   | -        | A   | A    |
| HCM 95th %tile Q(veh)     | -   | -        | -   | 0    |

| Intersection                                                                                                         |        |       |        |      |        |       |      |      |
|----------------------------------------------------------------------------------------------------------------------|--------|-------|--------|------|--------|-------|------|------|
| Int Delay, s/veh                                                                                                     | 7.4    |       |        |      |        |       |      |      |
| Movement                                                                                                             | EBU    | EBT   | EBR    | WBU  | WBL    | WBT   | NBL  | NBR  |
| Lane Configurations                                                                                                  | ↱      | ↑↑↑   | ↱      |      | ↱      | ↑↑↑   | ↱    | ↱    |
| Traffic Vol, veh/h                                                                                                   | 2      | 1872  | 109    | 12   | 100    | 871   | 40   | 60   |
| Future Vol, veh/h                                                                                                    | 2      | 1872  | 109    | 12   | 100    | 871   | 40   | 60   |
| Conflicting Peds, #/hr                                                                                               | 0      | 0     | 0      | 0    | 0      | 0     | 0    | 0    |
| Sign Control                                                                                                         | Free   | Free  | Free   | Free | Free   | Free  | Stop | Stop |
| RT Channelized                                                                                                       | -      | -     | None   | -    | -      | None  | -    | None |
| Storage Length                                                                                                       | 175    | -     | 0      | -    | 175    | -     | 100  | -    |
| Veh in Median Storage, #                                                                                             | -      | 0     | -      | -    | -      | 0     | 0    | -    |
| Grade, %                                                                                                             | -      | 0     | -      | -    | -      | 0     | 0    | -    |
| Peak Hour Factor                                                                                                     | 92     | 92    | 92     | 92   | 92     | 92    | 92   | 92   |
| Heavy Vehicles, %                                                                                                    | 0      | 3     | 0      | 0    | 3      | 6     | 0    | 2    |
| Mvmt Flow                                                                                                            | 2      | 2035  | 118    | 13   | 109    | 947   | 43   | 65   |
| Major/Minor                                                                                                          | Major1 |       | Major2 |      | Minor1 |       |      |      |
| Conflicting Flow All                                                                                                 | 691    | 0     | 0      | 1485 | 2153   | 0     | 2661 | 1017 |
| Stage 1                                                                                                              | -      | -     | -      | -    | -      | -     | 2039 | -    |
| Stage 2                                                                                                              | -      | -     | -      | -    | -      | -     | 622  | -    |
| Critical Hdwy                                                                                                        | 5.6    | -     | -      | 5.6  | 5.36   | -     | 5.7  | 7.14 |
| Critical Hdwy Stg 1                                                                                                  | -      | -     | -      | -    | -      | -     | 6.6  | -    |
| Critical Hdwy Stg 2                                                                                                  | -      | -     | -      | -    | -      | -     | 6    | -    |
| Follow-up Hdwy                                                                                                       | 2.3    | -     | -      | 2.3  | 3.13   | -     | 3.8  | 3.92 |
| Pot Cap-1 Maneuver                                                                                                   | 661    | -     | -      | 240  | ~ 103  | -     | ~ 42 | 202  |
| Stage 1                                                                                                              | -      | -     | -      | -    | -      | -     | 55   | -    |
| Stage 2                                                                                                              | -      | -     | -      | -    | -      | -     | 458  | -    |
| Platoon blocked, %                                                                                                   | -      | -     | -      | -    | -      | -     | -    | -    |
| Mov Cap-1 Maneuver                                                                                                   | 661    | -     | -      | 108  | ~ 108  | -     | 0    | 202  |
| Mov Cap-2 Maneuver                                                                                                   | -      | -     | -      | -    | -      | -     | 0    | -    |
| Stage 1                                                                                                              | -      | -     | -      | -    | -      | -     | 55   | -    |
| Stage 2                                                                                                              | -      | -     | -      | -    | -      | -     | 0    | -    |
| Approach                                                                                                             | EB     |       | WB     |      | NB     |       |      |      |
| HCM Control Delay, s/v 0.01                                                                                          |        |       | 23     |      |        |       |      |      |
| HCM LOS                                                                                                              |        |       |        |      | -      |       |      |      |
| Minor Lane/Major Mvmt                                                                                                | NBLn1  | NBLn2 | EBU    | EBT  | EBR    | WBL   | WBT  |      |
| Capacity (veh/h)                                                                                                     | -      | 202   | 661    | -    | -      | ~ 108 | -    |      |
| HCM Lane V/C Ratio                                                                                                   | -      | 0.323 | 0.003  | -    | -      | 1.131 | -    |      |
| HCM Control Delay (s/veh)                                                                                            | -      | 31.1  | 10.5   | -    | -      | 201.8 | -    |      |
| HCM Lane LOS                                                                                                         | -      | D     | B      | -    | -      | F     | -    |      |
| HCM 95th %tile Q(veh)                                                                                                | -      | 1.3   | 0      | -    | -      | 7.7   | -    |      |
| Notes                                                                                                                |        |       |        |      |        |       |      |      |
| ~: Volume exceeds capacity    \$: Delay exceeds 300s    +: Computation Not Defined    *: All major volume in platoon |        |       |        |      |        |       |      |      |



HCM 7th TWSC  
20: Graham Property Dr & US Hwy 98

2024 AM - Proposed - 11/15/2023  
Opening Year Background + Site Traffic

Intersection

Int Delay, s/veh 2.3

| Movement                 | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations      | ↑↑↑  |      |      | ↑↑↑  |      | ↑    |
| Traffic Vol, veh/h       | 1839 | 120  | 0    | 984  | 0    | 121  |
| Future Vol, veh/h        | 1839 | 120  | 0    | 984  | 0    | 121  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | None | -    | None | -    | None |
| Storage Length           | -    | -    | -    | -    | -    | -    |
| Veh in Median Storage, # | 0    | -    | -    | 0    | 0    | -    |
| Grade, %                 | 0    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 92   | 92   | 92   | 92   | 92   | 92   |
| Heavy Vehicles, %        | 3    | 0    | 0    | 6    | 0    | 0    |
| Mvmt Flow                | 1999 | 130  | 0    | 1070 | 0    | 132  |

| Major/Minor          | Major1 | Major2 | Minor1 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 0      | 0      | 2129   |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |
| Critical Hdwy        | -      | -      | -      |
| Critical Hdwy Stg 1  | -      | -      | -      |
| Critical Hdwy Stg 2  | -      | -      | -      |
| Follow-up Hdwy       | -      | -      | -      |
| Pot Cap-1 Maneuver   | -      | -      | 0      |
| Stage 1              | -      | -      | 0      |
| Stage 2              | -      | -      | 0      |
| Platoon blocked, %   | -      | -      | -      |
| Mov Cap-1 Maneuver   | -      | -      | -      |
| Mov Cap-2 Maneuver   | -      | -      | -      |
| Stage 1              | -      | -      | -      |
| Stage 2              | -      | -      | -      |

| Approach               | EB | WB | NB    |
|------------------------|----|----|-------|
| HCM Control Delay, s/v | 0  | 0  | 57.77 |
| HCM LOS                |    |    | F     |

| Minor Lane/Major Mvmt     | NBLn1 | EBT | EBR | WBT |
|---------------------------|-------|-----|-----|-----|
| Capacity (veh/h)          | 191   | -   | -   | -   |
| HCM Lane V/C Ratio        | 0.69  | -   | -   | -   |
| HCM Control Delay (s/veh) | 57.8  | -   | -   | -   |
| HCM Lane LOS              | F     | -   | -   | -   |
| HCM 95th %tile Q(veh)     | 4.2   | -   | -   | -   |

HCM 7th TWSC  
30: Adcock Pool Access & US Hwy 98

2024 AM - Proposed - 11/15/2023  
Opening Year Background + Site Traffic

| Intersection              |        |       |        |      |        |      |      |      |
|---------------------------|--------|-------|--------|------|--------|------|------|------|
| Int Delay, s/veh          | 3.9    |       |        |      |        |      |      |      |
| Movement                  | EBU    | EBT   | EBR    | WBU  | WBL    | WBT  | NBL  | NBR  |
| Lane Configurations       | ↱      | ↑↑↑   | ↱      |      | ↱      | ↑↑↑  | ↱    |      |
| Traffic Vol, veh/h        | 20     | 1931  | 11     | 8    | 20     | 946  | 22   | 25   |
| Future Vol, veh/h         | 20     | 1931  | 11     | 8    | 20     | 946  | 22   | 25   |
| Conflicting Peds, #/hr    | 0      | 0     | 0      | 0    | 0      | 0    | 0    | 0    |
| Sign Control              | Free   | Free  | Free   | Free | Free   | Free | Stop | Stop |
| RT Channelized            | -      | -     | None   | -    | -      | None | -    | None |
| Storage Length            | 190    | -     | 125    | -    | 175    | -    | -    | -    |
| Veh in Median Storage, #  | -      | 0     | -      | -    | -      | 0    | 0    | -    |
| Grade, %                  | -      | 0     | -      | -    | -      | 0    | 0    | -    |
| Peak Hour Factor          | 91     | 91    | 91     | 91   | 91     | 91   | 91   | 91   |
| Heavy Vehicles, %         | 0      | 3     | 0      | 0    | 0      | 6    | 0    | 0    |
| Mvmt Flow                 | 22     | 2122  | 12     | 9    | 22     | 1040 | 24   | 27   |
| Major/Minor               | Major1 |       | Major2 |      | Minor1 |      |      |      |
| Conflicting Flow All      | 759    | 0     | 0      | 1549 | 2134   | 0    | 2643 | 1061 |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 2166 | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 477  | -    |
| Critical Hdwy             | 5.6    | -     | -      | 5.6  | 5.3    | -    | 5.7  | 7.1  |
| Critical Hdwy Stg 1       | -      | -     | -      | -    | -      | -    | 6.6  | -    |
| Critical Hdwy Stg 2       | -      | -     | -      | -    | -      | -    | 6    | -    |
| Follow-up Hdwy            | 2.3    | -     | -      | 2.3  | 3.1    | -    | 3.8  | 3.9  |
| Pot Cap-1 Maneuver        | 607    | -     | -      | 222  | 110    | -    | 43   | 192  |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 45   | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 544  | -    |
| Platoon blocked, %        | -      | -     | -      | -    | -      | -    | -    | -    |
| Mov Cap-1 Maneuver        | 607    | -     | -      | 125  | 125    | -    | 31   | 192  |
| Mov Cap-2 Maneuver        | -      | -     | -      | -    | -      | -    | 31   | -    |
| Stage 1                   | -      | -     | -      | -    | -      | -    | 44   | -    |
| Stage 2                   | -      | -     | -      | -    | -      | -    | 410  | -    |
| Approach                  | EB     |       | WB     |      | NB     |      |      |      |
| HCM Control Delay, s/v    | 0.11   |       | 1.23   |      | 214.9  |      |      |      |
| HCM LOS                   |        |       |        |      | F      |      |      |      |
| Minor Lane/Major Mvmt     | NBLn1  | EBU   | EBT    | EBR  | WBL    | WBT  |      |      |
| Capacity (veh/h)          | 56     | 607   | -      | -    | 125    | -    |      |      |
| HCM Lane V/C Ratio        | 0.92   | 0.036 | -      | -    | 0.246  | -    |      |      |
| HCM Control Delay (s/veh) | 214.9  | 11.2  | -      | -    | 42.9   | -    |      |      |
| HCM Lane LOS              | F      | B     | -      | -    | E      | -    |      |      |
| HCM 95th %tile Q(veh)     | 4.1    | 0.1   | -      | -    | 0.9    | -    |      |      |

| Intersection             |      |      |      |      |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 2.6  |      |      |      |      |      |      |      |      |      |      |      |
| Movement                 | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
| Lane Configurations      |      | ↕    |      |      | ↕    | ↕    | ↕    | ↕    |      |      | ↕    |      |
| Traffic Vol, veh/h       | 2    | 5    | 7    | 7    | 2    | 15   | 14   | 63   | 6    | 24   | 93   | 18   |
| Future Vol, veh/h        | 2    | 5    | 7    | 7    | 2    | 15   | 14   | 63   | 6    | 24   | 93   | 18   |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Stop | Stop | Stop | Stop | Free | Free | Free | Free | Free | Free |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | -    | None | -    | -    | None |
| Storage Length           | 0    | -    | -    | -    | -    | 150  | 150  | -    | -    | -    | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    |
| Peak Hour Factor         | 74   | 74   | 74   | 74   | 74   | 74   | 74   | 74   | 74   | 74   | 74   | 74   |
| Heavy Vehicles, %        | 0    | 0    | 14   | 0    | 0    | 0    | 0    | 2    | 0    | 0    | 2    | 0    |
| Mvmt Flow                | 3    | 7    | 9    | 9    | 3    | 20   | 19   | 85   | 8    | 32   | 126  | 24   |

| Major/Minor          | Minor2 |     | Minor1 |     | Major1 |     | Major2 |   |   |      |   |   |
|----------------------|--------|-----|--------|-----|--------|-----|--------|---|---|------|---|---|
| Conflicting Flow All | 327    | 334 | 138    | 321 | 342    | 89  | 150    | 0 | 0 | 93   | 0 | 0 |
| Stage 1              | 203    | 203 | -      | 127 | 127    | -   | -      | - | - | -    | - | - |
| Stage 2              | 124    | 131 | -      | 194 | 215    | -   | -      | - | - | -    | - | - |
| Critical Hdwy        | 7.1    | 6.5 | 6.34   | 7.1 | 6.5    | 6.2 | 4.1    | - | - | 4.1  | - | - |
| Critical Hdwy Stg 1  | 6.1    | 5.5 | -      | 6.1 | 5.5    | -   | -      | - | - | -    | - | - |
| Critical Hdwy Stg 2  | 6.1    | 5.5 | -      | 6.1 | 5.5    | -   | -      | - | - | -    | - | - |
| Follow-up Hdwy       | 3.5    | 4   | 3.426  | 3.5 | 4      | 3.3 | 2.2    | - | - | 2.2  | - | - |
| Pot Cap-1 Maneuver   | 630    | 590 | 880    | 636 | 583    | 974 | 1444   | - | - | 1514 | - | - |
| Stage 1              | 804    | 737 | -      | 882 | 795    | -   | -      | - | - | -    | - | - |
| Stage 2              | 885    | 792 | -      | 813 | 729    | -   | -      | - | - | -    | - | - |
| Platoon blocked, %   |        |     |        |     |        |     |        | - | - | -    | - | - |
| Mov Cap-1 Maneuver   | 592    | 568 | 880    | 599 | 562    | 974 | 1444   | - | - | 1514 | - | - |
| Mov Cap-2 Maneuver   | 592    | 568 | -      | 599 | 562    | -   | -      | - | - | -    | - | - |
| Stage 1              | 793    | 720 | -      | 870 | 784    | -   | -      | - | - | -    | - | - |
| Stage 2              | 852    | 781 | -      | 778 | 712    | -   | -      | - | - | -    | - | - |

| Approach                    | EB | WB   | NB   | SB   |
|-----------------------------|----|------|------|------|
| HCM Control Delay, s/v10.32 |    | 9.69 | 1.27 | 1.32 |
| HCM LOS                     | B  | A    |      |      |

| Minor Lane/Major Mvmt     | NBL   | NBT | NBR | EBLn1WBLn1WBLn2   | SBL   | SBT | SBR |
|---------------------------|-------|-----|-----|-------------------|-------|-----|-----|
| Capacity (veh/h)          | 1444  | -   | -   | 695 591 974       | 1514  | -   | -   |
| HCM Lane V/C Ratio        | 0.013 | -   | -   | 0.027 0.021 0.021 | 0.021 | -   | -   |
| HCM Control Delay (s/veh) | 7.5   | -   | -   | 10.3 11.2 8.8     | 7.4   | 0   | -   |
| HCM Lane LOS              | A     | -   | -   | B B A             | A     | A   | -   |
| HCM 95th %tile Q(veh)     | 0     | -   | -   | 0.1 0.1 0.1       | 0.1   | -   | -   |

HCM 7th TWSC  
50: Lamar Blvd & Fire Station Access

2024 AM - Proposed - 11/15/2023  
Opening Year Background + Site Traffic

Intersection

Int Delay, s/veh 1.9

| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL                                                                               | SBT                                                                               |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Lane Configurations      |  |      |  |      |  |  |
| Traffic Vol, veh/h       | 1                                                                                 | 24   | 79                                                                                | 1    | 40                                                                                | 135                                                                               |
| Future Vol, veh/h        | 1                                                                                 | 24   | 79                                                                                | 1    | 40                                                                                | 135                                                                               |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free                                                                              | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | 100                                                                               | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Peak Hour Factor         | 80                                                                                | 80   | 80                                                                                | 80   | 80                                                                                | 80                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 2                                                                                 | 0    | 0                                                                                 | 2                                                                                 |
| Mvmt Flow                | 1                                                                                 | 30   | 99                                                                                | 1    | 50                                                                                | 169                                                                               |

| Major/Minor          | Minor1 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 368    | 99     | 0      |
| Stage 1              | 99     | -      | -      |
| Stage 2              | 269    | -      | -      |
| Critical Hdwy        | 6.4    | 6.2    | -      |
| Critical Hdwy Stg 1  | 5.4    | -      | -      |
| Critical Hdwy Stg 2  | 5.4    | -      | -      |
| Follow-up Hdwy       | 3.5    | 3.3    | -      |
| Pot Cap-1 Maneuver   | 636    | 962    | -      |
| Stage 1              | 930    | -      | -      |
| Stage 2              | 781    | -      | -      |
| Platoon blocked, %   |        | -      | -      |
| Mov Cap-1 Maneuver   | 615    | 962    | -      |
| Mov Cap-2 Maneuver   | 615    | -      | -      |
| Stage 1              | 930    | -      | -      |
| Stage 2              | 755    | -      | -      |

| Approach               | WB   | NB | SB   |
|------------------------|------|----|------|
| HCM Control Delay, s/v | 8.96 | 0  | 1.71 |
| HCM LOS                | A    |    |      |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL   | SBT   |
|---------------------------|-----|----------|-------|-------|
| Capacity (veh/h)          | -   | -        | 941   | 1505  |
| HCM Lane V/C Ratio        | -   | -        | 0.033 | 0.033 |
| HCM Control Delay (s/veh) | -   | -        | 9     | 7.5   |
| HCM Lane LOS              | -   | -        | A     | A     |
| HCM 95th %tile Q(veh)     | -   | -        | 0.1   | 0.1   |

| Intersection             |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 26.2 |      |      |      |      |      |      |      |
| Movement                 | EBU  | EBT  | EBR  | WBU  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations      | ↱    | ↑↑↑  | ↱    |      | ↱    | ↑↑↑  | ↱    | ↱    |
| Traffic Vol, veh/h       | 7    | 1506 | 47   | 17   | 88   | 1762 | 62   | 124  |
| Future Vol, veh/h        | 7    | 1506 | 47   | 17   | 88   | 1762 | 62   | 124  |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | None |
| Storage Length           | 175  | -    | 0    | -    | 175  | -    | 100  | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 95   | 95   | 95   | 95   | 95   | 95   | 95   | 95   |
| Heavy Vehicles, %        | 0    | 2    | 0    | 0    | 0    | 2    | 0    | 1    |
| Mvmt Flow                | 7    | 1585 | 49   | 18   | 93   | 1855 | 65   | 131  |

| Major/Minor          | Major1 |   |   | Major2 |      |   | Minor1 |      |
|----------------------|--------|---|---|--------|------|---|--------|------|
| Conflicting Flow All | 1354   | 0 | 0 | 1157   | 1635 | 0 | 2563   | 793  |
| Stage 1              | -      | - | - | -      | -    | - | 1600   | -    |
| Stage 2              | -      | - | - | -      | -    | - | 963    | -    |
| Critical Hdwy        | 5.6    | - | - | 5.6    | 5.3  | - | 5.7    | 7.12 |
| Critical Hdwy Stg 1  | -      | - | - | -      | -    | - | 6.6    | -    |
| Critical Hdwy Stg 2  | -      | - | - | -      | -    | - | 6      | -    |
| Follow-up Hdwy       | 2.3    | - | - | 2.3    | 3.1  | - | 3.8    | 3.91 |
| Pot Cap-1 Maneuver   | 285    | - | - | 366    | 195  | - | ~ 47   | 286  |
| Stage 1              | -      | - | - | -      | -    | - | 104    | -    |
| Stage 2              | -      | - | - | -      | -    | - | 303    | -    |
| Platoon blocked, %   | -      | - | - | -      | -    | - | -      | -    |
| Mov Cap-1 Maneuver   | 285    | - | - | 197    | 197  | - | ~ 20   | 286  |
| Mov Cap-2 Maneuver   | -      | - | - | -      | -    | - | ~ 20   | -    |
| Stage 1              | -      | - | - | -      | -    | - | 102    | -    |
| Stage 2              | -      | - | - | -      | -    | - | 133    | -    |

| Approach               | EB   | WB  | NB        |
|------------------------|------|-----|-----------|
| HCM Control Delay, s/v | 0.08 | 2.5 | \$ 482.46 |
| HCM LOS                |      |     | F         |

| Minor Lane/Major Mvmt     | NBLn1   | NBLn2 | EBU   | EBT | EBR | WBL   | WBT |
|---------------------------|---------|-------|-------|-----|-----|-------|-----|
| Capacity (veh/h)          | 20      | 286   | 285   | -   | -   | 197   | -   |
| HCM Lane V/C Ratio        | 3.216   | 0.456 | 0.026 | -   | -   | 0.561 | -   |
| HCM Control Delay (s/veh) | \$ 1392 | 27.7  | 18    | -   | -   | 44.4  | -   |
| HCM Lane LOS              | F       | D     | C     | -   | -   | E     | -   |
| HCM 95th %tile Q(veh)     | 8.5     | 2.3   | 0.1   | -   | -   | 3     | -   |

| Notes                      |                        |                            |                                |
|----------------------------|------------------------|----------------------------|--------------------------------|
| ~: Volume exceeds capacity | \$: Delay exceeds 300s | +: Computation Not Defined | *: All major volume in platoon |

| Intersection              |        |      |        |      |        |      |
|---------------------------|--------|------|--------|------|--------|------|
| Int Delay, s/veh          | 0.3    |      |        |      |        |      |
| Movement                  | EBT    | EBR  | WBL    | WBT  | NBL    | NBR  |
| Lane Configurations       | ↑↑↑    |      |        | ↑↑↑  |        | ↗    |
| Traffic Vol, veh/h        | 1588   | 57   | 0      | 1866 | 0      | 50   |
| Future Vol, veh/h         | 1588   | 57   | 0      | 1866 | 0      | 50   |
| Conflicting Peds, #/hr    | 0      | 0    | 0      | 0    | 0      | 0    |
| Sign Control              | Free   | Free | Free   | Free | Stop   | Stop |
| RT Channelized            | -      | None | -      | None | -      | None |
| Storage Length            | -      | -    | -      | -    | -      | -    |
| Veh in Median Storage, #  | 0      | -    | -      | 0    | 0      | -    |
| Grade, %                  | 0      | -    | -      | 0    | 0      | -    |
| Peak Hour Factor          | 96     | 96   | 96     | 96   | 96     | 96   |
| Heavy Vehicles, %         | 2      | 0    | 0      | 2    | 0      | 0    |
| Mvmt Flow                 | 1654   | 59   | 0      | 1944 | 0      | 52   |
|                           |        |      |        |      |        |      |
| Major/Minor               | Major1 |      | Major2 |      | Minor1 |      |
| Conflicting Flow All      | 0      | 0    | 1714   | -    | -      | 857  |
| Stage 1                   | -      | -    | -      | -    | -      | -    |
| Stage 2                   | -      | -    | -      | -    | -      | -    |
| Critical Hdwy             | -      | -    | -      | -    | -      | 7.1  |
| Critical Hdwy Stg 1       | -      | -    | -      | -    | -      | -    |
| Critical Hdwy Stg 2       | -      | -    | -      | -    | -      | -    |
| Follow-up Hdwy            | -      | -    | -      | -    | -      | 3.9  |
| Pot Cap-1 Maneuver        | -      | -    | 0      | -    | 0      | 261  |
| Stage 1                   | -      | -    | 0      | -    | 0      | -    |
| Stage 2                   | -      | -    | 0      | -    | 0      | -    |
| Platoon blocked, %        | -      | -    |        | -    |        |      |
| Mov Cap-1 Maneuver        | -      | -    | -      | -    | -      | 261  |
| Mov Cap-2 Maneuver        | -      | -    | -      | -    | -      | -    |
| Stage 1                   | -      | -    | -      | -    | -      | -    |
| Stage 2                   | -      | -    | -      | -    | -      | -    |
|                           |        |      |        |      |        |      |
|                           |        |      |        |      |        |      |
| Approach                  | EB     |      | WB     |      | NB     |      |
| HCM Control Delay, s/v    | 0      |      | 0      |      | 22.16  |      |
| HCM LOS                   | C      |      |        |      |        |      |
|                           |        |      |        |      |        |      |
|                           |        |      |        |      |        |      |
| Minor Lane/Major Mvmt     | NBLn1  | EBT  | EBR    | WBT  |        |      |
| Capacity (veh/h)          | 261    | -    | -      | -    |        |      |
| HCM Lane V/C Ratio        | 0.199  | -    | -      | -    |        |      |
| HCM Control Delay (s/veh) | 22.2   | -    | -      | -    |        |      |
| HCM Lane LOS              | C      | -    | -      | -    |        |      |
| HCM 95th %tile Q(veh)     | 0.7    | -    | -      | -    |        |      |

HCM 7th TWSC  
30: Adcock Pool Access & US Hwy 98

2024 PM - Proposed - 11/15/2023  
Opening Year Background + Site Traffic

| Intersection             |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 2.6  |      |      |      |      |      |      |      |
| Movement                 | EBU  | EBT  | EBR  | WBU  | WBL  | WBT  | NBL  | NBR  |
| Lane Configurations      | ⇐    | ↑↑↑  | ↗    |      | ⇐    | ↑↑↑  | ↘    |      |
| Traffic Vol, veh/h       | 10   | 1623 | 5    | 9    | 20   | 1829 | 30   | 18   |
| Future Vol, veh/h        | 10   | 1623 | 5    | 9    | 20   | 1829 | 30   | 18   |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Free | Free | Free | Free | Free | Free | Stop | Stop |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | None |
| Storage Length           | 190  | -    | 125  | -    | 175  | -    | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | -    | 0    | 0    | -    |
| Peak Hour Factor         | 97   | 97   | 97   | 97   | 97   | 97   | 97   | 97   |
| Heavy Vehicles, %        | 0    | 2    | 0    | 0    | 0    | 2    | 0    | 0    |
| Mvmt Flow                | 10   | 1673 | 5    | 9    | 21   | 1886 | 31   | 19   |

| Major/Minor          | Major1 |   | Major2 |      | Minor1 |   |      |     |
|----------------------|--------|---|--------|------|--------|---|------|-----|
| Conflicting Flow All | 1376   | 0 | 0      | 1221 | 1678   | 0 | 2508 | 837 |
| Stage 1              | -      | - | -      | -    | -      | - | 1694 | -   |
| Stage 2              | -      | - | -      | -    | -      | - | 814  | -   |
| Critical Hdwy        | 5.6    | - | -      | 5.6  | 5.3    | - | 5.7  | 7.1 |
| Critical Hdwy Stg 1  | -      | - | -      | -    | -      | - | 6.6  | -   |
| Critical Hdwy Stg 2  | -      | - | -      | -    | -      | - | 6    | -   |
| Follow-up Hdwy       | 2.3    | - | -      | 2.3  | 3.1    | - | 3.8  | 3.9 |
| Pot Cap-1 Maneuver   | 277    | - | -      | 337  | 186    | - | 51   | 270 |
| Stage 1              | -      | - | -      | -    | -      | - | 91   | -   |
| Stage 2              | -      | - | -      | -    | -      | - | 364  | -   |
| Platoon blocked, %   | -      | - | -      | -    | -      | - | -    | -   |
| Mov Cap-1 Maneuver   | 277    | - | -      | 213  | 213    | - | 42   | 270 |
| Mov Cap-2 Maneuver   | -      | - | -      | -    | -      | - | 42   | -   |
| Stage 1              | -      | - | -      | -    | -      | - | 88   | -   |
| Stage 2              | -      | - | -      | -    | -      | - | 312  | -   |

| Approach               | EB   | WB   | NB     |
|------------------------|------|------|--------|
| HCM Control Delay, s/v | 0.11 | 0.39 | 171.07 |
| HCM LOS                |      |      | F      |

| Minor Lane/Major Mvmt     | NBLn1 | EBU   | EBT | EBR | WBL   | WBT |
|---------------------------|-------|-------|-----|-----|-------|-----|
| Capacity (veh/h)          | 62    | 277   | -   | -   | 213   | -   |
| HCM Lane V/C Ratio        | 0.803 | 0.037 | -   | -   | 0.141 | -   |
| HCM Control Delay (s/veh) | 171.1 | 18.5  | -   | -   | 24.7  | -   |
| HCM Lane LOS              | F     | C     | -   | -   | C     | -   |
| HCM 95th %tile Q(veh)     | 3.6   | 0.1   | -   | -   | 0.5   | -   |



| Intersection             |      |      |      |      |      |      |      |      |      |      |      |      |
|--------------------------|------|------|------|------|------|------|------|------|------|------|------|------|
| Int Delay, s/veh         | 2.8  |      |      |      |      |      |      |      |      |      |      |      |
| Movement                 | EBL  | EBT  | EBR  | WBL  | WBT  | WBR  | NBL  | NBT  | NBR  | SBL  | SBT  | SBR  |
| Lane Configurations      |      | ↕    |      |      | ↕    | ↕    | ↕    | ↕    |      |      | ↕    |      |
| Traffic Vol, veh/h       | 5    | 2    | 22   | 3    | 3    | 20   | 15   | 110  | 4    | 27   | 69   | 15   |
| Future Vol, veh/h        | 5    | 2    | 22   | 3    | 3    | 20   | 15   | 110  | 4    | 27   | 69   | 15   |
| Conflicting Peds, #/hr   | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Sign Control             | Stop | Stop | Stop | Stop | Stop | Stop | Free | Free | Free | Free | Free | Free |
| RT Channelized           | -    | -    | None | -    | -    | None | -    | -    | None | -    | -    | None |
| Storage Length           | 0    | -    | -    | -    | -    | 150  | 150  | -    | -    | -    | -    | -    |
| Veh in Median Storage, # | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    |
| Grade, %                 | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    | -    | 0    | -    |
| Peak Hour Factor         | 92   | 92   | 92   | 92   | 92   | 92   | 92   | 92   | 92   | 92   | 92   | 92   |
| Heavy Vehicles, %        | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 0    | 0    | 0    | 6    |
| Mvmt Flow                | 5    | 2    | 24   | 3    | 3    | 22   | 16   | 120  | 4    | 29   | 75   | 16   |

| Major/Minor          | Minor2 |     | Minor1 |     | Major1 |     | Major2 |   |   |      |   |   |
|----------------------|--------|-----|--------|-----|--------|-----|--------|---|---|------|---|---|
| Conflicting Flow All | 296    | 298 | 83     | 289 | 304    | 122 | 91     | 0 | 0 | 124  | 0 | 0 |
| Stage 1              | 142    | 142 | -      | 154 | 154    | -   | -      | - | - | -    | - | - |
| Stage 2              | 154    | 157 | -      | 135 | 150    | -   | -      | - | - | -    | - | - |
| Critical Hdwy        | 7.1    | 6.5 | 6.2    | 7.1 | 6.5    | 6.2 | 4.1    | - | - | 4.1  | - | - |
| Critical Hdwy Stg 1  | 6.1    | 5.5 | -      | 6.1 | 5.5    | -   | -      | - | - | -    | - | - |
| Critical Hdwy Stg 2  | 6.1    | 5.5 | -      | 6.1 | 5.5    | -   | -      | - | - | -    | - | - |
| Follow-up Hdwy       | 3.5    | 4   | 3.3    | 3.5 | 4      | 3.3 | 2.2    | - | - | 2.2  | - | - |
| Pot Cap-1 Maneuver   | 661    | 617 | 982    | 667 | 612    | 935 | 1516   | - | - | 1475 | - | - |
| Stage 1              | 866    | 783 | -      | 853 | 774    | -   | -      | - | - | -    | - | - |
| Stage 2              | 853    | 772 | -      | 873 | 777    | -   | -      | - | - | -    | - | - |
| Platoon blocked, %   |        |     |        |     |        |     |        | - | - | -    | - | - |
| Mov Cap-1 Maneuver   | 622    | 598 | 982    | 628 | 593    | 935 | 1516   | - | - | 1475 | - | - |
| Mov Cap-2 Maneuver   | 622    | 598 | -      | 628 | 593    | -   | -      | - | - | -    | - | - |
| Stage 1              | 857    | 767 | -      | 844 | 765    | -   | -      | - | - | -    | - | - |
| Stage 2              | 821    | 764 | -      | 832 | 761    | -   | -      | - | - | -    | - | - |

| Approach               | EB   |  | WB   |  | NB   |  | SB   |  |
|------------------------|------|--|------|--|------|--|------|--|
| HCM Control Delay, s/v | 9.36 |  | 9.41 |  | 0.86 |  | 1.82 |  |
| HCM LOS                | A    |  | A    |  |      |  |      |  |

| Minor Lane/Major Mvmt     | NBL   | NBT | NBR | EBLn1WBLn1WBLn2   | SBL  | SBT | SBR |
|---------------------------|-------|-----|-----|-------------------|------|-----|-----|
| Capacity (veh/h)          | 1516  | -   | -   | 858 610 935       | 1475 | -   | -   |
| HCM Lane V/C Ratio        | 0.011 | -   | -   | 0.037 0.011 0.023 | 0.02 | -   | -   |
| HCM Control Delay (s/veh) | 7.4   | -   | -   | 9.4 11 8.9        | 7.5  | 0   | -   |
| HCM Lane LOS              | A     | -   | -   | A B A             | A    | A   | -   |
| HCM 95th %tile Q(veh)     | 0     | -   | -   | 0.1 0 0.1         | 0.1  | -   | -   |

HCM 7th TWSC  
50: Lamar Blvd & Fire Station Access

2024 PM - Proposed - 11/15/2023  
Opening Year Background + Site Traffic

| Intersection             |                                                                                   |      |                                                                                   |      |                                                                                   |                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Int Delay, s/veh         | 1.8                                                                               |      |                                                                                   |      |                                                                                   |                                                                                   |
| Movement                 | WBL                                                                               | WBR  | NBT                                                                               | NBR  | SBL                                                                               | SBT                                                                               |
| Lane Configurations      |  |      |  |      |  |  |
| Traffic Vol, veh/h       | 2                                                                                 | 31   | 133                                                                               | 3    | 33                                                                                | 109                                                                               |
| Future Vol, veh/h        | 2                                                                                 | 31   | 133                                                                               | 3    | 33                                                                                | 109                                                                               |
| Conflicting Peds, #/hr   | 0                                                                                 | 0    | 0                                                                                 | 0    | 0                                                                                 | 0                                                                                 |
| Sign Control             | Stop                                                                              | Stop | Free                                                                              | Free | Free                                                                              | Free                                                                              |
| RT Channelized           | -                                                                                 | None | -                                                                                 | None | -                                                                                 | None                                                                              |
| Storage Length           | 0                                                                                 | -    | -                                                                                 | -    | 100                                                                               | -                                                                                 |
| Veh in Median Storage, # | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Grade, %                 | 0                                                                                 | -    | 0                                                                                 | -    | -                                                                                 | 0                                                                                 |
| Peak Hour Factor         | 94                                                                                | 94   | 94                                                                                | 94   | 94                                                                                | 94                                                                                |
| Heavy Vehicles, %        | 0                                                                                 | 0    | 1                                                                                 | 0    | 0                                                                                 | 1                                                                                 |
| Mvmt Flow                | 2                                                                                 | 33   | 141                                                                               | 3    | 35                                                                                | 116                                                                               |

| Major/Minor          | Minor1 | Major1 | Major2 |   |      |
|----------------------|--------|--------|--------|---|------|
| Conflicting Flow All | 329    | 143    | 0      | 0 | 145  |
| Stage 1              | 143    | -      | -      | - | -    |
| Stage 2              | 186    | -      | -      | - | -    |
| Critical Hdwy        | 6.4    | 6.2    | -      | - | 4.1  |
| Critical Hdwy Stg 1  | 5.4    | -      | -      | - | -    |
| Critical Hdwy Stg 2  | 5.4    | -      | -      | - | -    |
| Follow-up Hdwy       | 3.5    | 3.3    | -      | - | 2.2  |
| Pot Cap-1 Maneuver   | 669    | 910    | -      | - | 1450 |
| Stage 1              | 889    | -      | -      | - | -    |
| Stage 2              | 850    | -      | -      | - | -    |
| Platoon blocked, %   |        |        | -      | - | -    |
| Mov Cap-1 Maneuver   | 653    | 910    | -      | - | 1450 |
| Mov Cap-2 Maneuver   | 653    | -      | -      | - | -    |
| Stage 1              | 889    | -      | -      | - | -    |
| Stage 2              | 830    | -      | -      | - | -    |

| Approach               | WB   | NB | SB   |
|------------------------|------|----|------|
| HCM Control Delay, s/v | 9.22 | 0  | 1.75 |
| HCM LOS                | A    |    |      |

| Minor Lane/Major Mvmt     | NBT | NBRWBLn1 | SBL  | SBT   |
|---------------------------|-----|----------|------|-------|
| Capacity (veh/h)          | -   | -        | 889  | 1450  |
| HCM Lane V/C Ratio        | -   | -        | 0.04 | 0.024 |
| HCM Control Delay (s/veh) | -   | -        | 9.2  | 7.5   |
| HCM Lane LOS              | -   | -        | A    | A     |
| HCM 95th %tile Q(veh)     | -   | -        | 0.1  | 0.1   |

## Queues

2024 AM - Signal - 11/15/2023

10: Lamar Blvd &amp; US Hwy 98

Opening Year Background Traffic

|                         |  |  |  |  |  |  |  |
|-------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Lane Group              | EBU                                                                               | EBT                                                                               | EBR                                                                               | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                                |
| Lane Group Flow (vph)   | 2                                                                                 | 2000                                                                              | 93                                                                                | 73                                                                                | 952                                                                               | 16                                                                                | 58                                                                                 |
| v/c Ratio               | 0.01                                                                              | 0.54                                                                              | 0.08                                                                              | 0.41                                                                              | 0.23                                                                              | 0.12                                                                              | 0.34                                                                               |
| Control Delay (s/veh)   | 6.0                                                                               | 8.3                                                                               | 1.7                                                                               | 44.2                                                                              | 1.7                                                                               | 40.1                                                                              | 16.7                                                                               |
| Queue Delay             | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                                |
| Total Delay (s/veh)     | 6.0                                                                               | 8.3                                                                               | 1.7                                                                               | 44.2                                                                              | 1.7                                                                               | 40.1                                                                              | 16.7                                                                               |
| Queue Length 50th (ft)  | 0                                                                                 | 192                                                                               | 0                                                                                 | 40                                                                                | 27                                                                                | 9                                                                                 | 0                                                                                  |
| Queue Length 95th (ft)  | 3                                                                                 | 292                                                                               | 17                                                                                | 79                                                                                | 45                                                                                | 28                                                                                | 35                                                                                 |
| Internal Link Dist (ft) |                                                                                   | 1392                                                                              |                                                                                   |                                                                                   | 1083                                                                              | 480                                                                               |                                                                                    |
| Turn Bay Length (ft)    | 175                                                                               |                                                                                   |                                                                                   | 175                                                                               |                                                                                   | 100                                                                               | 150                                                                                |
| Base Capacity (vph)     | 399                                                                               | 3676                                                                              | 1204                                                                              | 200                                                                               | 4200                                                                              | 361                                                                               | 363                                                                                |
| Starvation Cap Reductn  | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                  |
| Spillback Cap Reductn   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                  |
| Storage Cap Reductn     | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                  |
| Reduced v/c Ratio       | 0.01                                                                              | 0.54                                                                              | 0.08                                                                              | 0.37                                                                              | 0.23                                                                              | 0.04                                                                              | 0.16                                                                               |
| Intersection Summary    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                    |

# HCM Signalized Intersection Capacity Analysis

## 10: Lamar Blvd & US Hwy 98

2024 AM - Signal - 11/15/2023

Opening Year Background Traffic

|                                   |  |                                                                                                                                                                      |  |  |  |                                                                                                                                                                      |  |  |
|-----------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Movement                          | EBU                                                                               | EBT                                                                                                                                                                                                                                                   | EBR                                                                               | WBU                                                                               | WBL                                                                               | WBT                                                                                                                                                                                                                                                   | NBL                                                                                 | NBR                                                                                 |
| Lane Configurations               |  |    |  |                                                                                   |  |    |  |  |
| Traffic Volume (vph)              | 2                                                                                 | 1840                                                                                                                                                                                                                                                  | 86                                                                                | 1                                                                                 | 66                                                                                | 876                                                                                                                                                                                                                                                   | 15                                                                                  | 53                                                                                  |
| Future Volume (vph)               | 2                                                                                 | 1840                                                                                                                                                                                                                                                  | 86                                                                                | 1                                                                                 | 66                                                                                | 876                                                                                                                                                                                                                                                   | 15                                                                                  | 53                                                                                  |
| Ideal Flow (vphpl)                | 1900                                                                              | 1900                                                                                                                                                                                                                                                  | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                                                                                                                                                                                                  | 1900                                                                                | 1900                                                                                |
| Total Lost time (s)               | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                                 | 4.5                                                                                 |
| Lane Util. Factor                 | 1.00                                                                              | 0.91                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 1.00                                                                              | 0.91                                                                                                                                                                                                                                                  | 1.00                                                                                | 1.00                                                                                |
| Frt                               | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.85                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                                | 0.85                                                                                |
| Flt Protected                     | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (prot)                 | 1805                                                                              | 5036                                                                                                                                                                                                                                                  | 1615                                                                              |                                                                                   | 1753                                                                              | 4893                                                                                                                                                                                                                                                  | 1805                                                                                | 1583                                                                                |
| Flt Permitted                     | 0.29                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (perm)                 | 548                                                                               | 5036                                                                                                                                                                                                                                                  | 1615                                                                              |                                                                                   | 1753                                                                              | 4893                                                                                                                                                                                                                                                  | 1805                                                                                | 1583                                                                                |
| Peak-hour factor, PHF             | 0.92                                                                              | 0.92                                                                                                                                                                                                                                                  | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                                                                                                                                                                                                  | 0.92                                                                                | 0.92                                                                                |
| Adj. Flow (vph)                   | 2                                                                                 | 2000                                                                                                                                                                                                                                                  | 93                                                                                | 1                                                                                 | 72                                                                                | 952                                                                                                                                                                                                                                                   | 16                                                                                  | 58                                                                                  |
| RTOR Reduction (vph)              | 0                                                                                 | 0                                                                                                                                                                                                                                                     | 28                                                                                | 0                                                                                 | 0                                                                                 | 0                                                                                                                                                                                                                                                     | 0                                                                                   | 54                                                                                  |
| Lane Group Flow (vph)             | 2                                                                                 | 2000                                                                                                                                                                                                                                                  | 65                                                                                | 0                                                                                 | 73                                                                                | 952                                                                                                                                                                                                                                                   | 16                                                                                  | 4                                                                                   |
| Heavy Vehicles (%)                | 0%                                                                                | 3%                                                                                                                                                                                                                                                    | 0%                                                                                | 0%                                                                                | 3%                                                                                | 6%                                                                                                                                                                                                                                                    | 0%                                                                                  | 2%                                                                                  |
| Turn Type                         | Perm                                                                              | NA                                                                                                                                                                                                                                                    | Perm                                                                              | Prot                                                                              | Prot                                                                              | NA                                                                                                                                                                                                                                                    | Prot                                                                                | Perm                                                                                |
| Protected Phases                  |                                                                                   | 2                                                                                                                                                                                                                                                     |                                                                                   | 1                                                                                 | 1                                                                                 | 6                                                                                                                                                                                                                                                     | 8                                                                                   |                                                                                     |
| Permitted Phases                  | 2                                                                                 |                                                                                                                                                                                                                                                       | 2                                                                                 |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     | 8                                                                                   |
| Actuated Green, G (s)             | 63.0                                                                              | 63.0                                                                                                                                                                                                                                                  | 63.0                                                                              |                                                                                   | 8.0                                                                               | 75.5                                                                                                                                                                                                                                                  | 5.5                                                                                 | 5.5                                                                                 |
| Effective Green, g (s)            | 63.0                                                                              | 63.0                                                                                                                                                                                                                                                  | 63.0                                                                              |                                                                                   | 8.0                                                                               | 75.5                                                                                                                                                                                                                                                  | 5.5                                                                                 | 5.5                                                                                 |
| Actuated g/C Ratio                | 0.70                                                                              | 0.70                                                                                                                                                                                                                                                  | 0.70                                                                              |                                                                                   | 0.09                                                                              | 0.84                                                                                                                                                                                                                                                  | 0.06                                                                                | 0.06                                                                                |
| Clearance Time (s)                | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                                 | 4.5                                                                                 |
| Vehicle Extension (s)             | 3.0                                                                               | 3.0                                                                                                                                                                                                                                                   | 3.0                                                                               |                                                                                   | 3.0                                                                               | 3.0                                                                                                                                                                                                                                                   | 3.0                                                                                 | 3.0                                                                                 |
| Lane Grp Cap (vph)                | 383                                                                               | 3525                                                                                                                                                                                                                                                  | 1130                                                                              |                                                                                   | 155                                                                               | 4104                                                                                                                                                                                                                                                  | 110                                                                                 | 96                                                                                  |
| v/s Ratio Prot                    |                                                                                   | c0.40                                                                                                                                                                                                                                                 |                                                                                   |                                                                                   | c0.04                                                                             | 0.19                                                                                                                                                                                                                                                  | c0.01                                                                               |                                                                                     |
| v/s Ratio Perm                    | 0.00                                                                              |                                                                                                                                                                                                                                                       | 0.04                                                                              |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     | 0.00                                                                                |
| v/c Ratio                         | 0.01                                                                              | 0.57                                                                                                                                                                                                                                                  | 0.06                                                                              |                                                                                   | 0.47                                                                              | 0.23                                                                                                                                                                                                                                                  | 0.15                                                                                | 0.04                                                                                |
| Uniform Delay, d1                 | 4.1                                                                               | 6.7                                                                                                                                                                                                                                                   | 4.2                                                                               |                                                                                   | 39.0                                                                              | 1.5                                                                                                                                                                                                                                                   | 40.0                                                                                | 39.8                                                                                |
| Progression Factor                | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                                | 1.00                                                                                |
| Incremental Delay, d2             | 0.0                                                                               | 0.7                                                                                                                                                                                                                                                   | 0.1                                                                               |                                                                                   | 2.3                                                                               | 0.1                                                                                                                                                                                                                                                   | 0.6                                                                                 | 0.2                                                                                 |
| Delay (s)                         | 4.1                                                                               | 7.4                                                                                                                                                                                                                                                   | 4.3                                                                               |                                                                                   | 41.2                                                                              | 1.6                                                                                                                                                                                                                                                   | 40.6                                                                                | 39.9                                                                                |
| Level of Service                  | A                                                                                 | A                                                                                                                                                                                                                                                     | A                                                                                 |                                                                                   | D                                                                                 | A                                                                                                                                                                                                                                                     | D                                                                                   | D                                                                                   |
| Approach Delay (s/veh)            |                                                                                   | 7.2                                                                                                                                                                                                                                                   |                                                                                   |                                                                                   |                                                                                   | 4.4                                                                                                                                                                                                                                                   | 40.1                                                                                |                                                                                     |
| Approach LOS                      |                                                                                   | A                                                                                                                                                                                                                                                     |                                                                                   |                                                                                   |                                                                                   | A                                                                                                                                                                                                                                                     | D                                                                                   |                                                                                     |
| <b>Intersection Summary</b>       |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| HCM 2000 Control Delay (s/veh)    |                                                                                   |                                                                                                                                                                                                                                                       | 7.1                                                                               |                                                                                   | HCM 2000 Level of Service                                                         |                                                                                                                                                                                                                                                       |                                                                                     | A                                                                                   |
| HCM 2000 Volume to Capacity ratio |                                                                                   |                                                                                                                                                                                                                                                       | 0.53                                                                              |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| Actuated Cycle Length (s)         |                                                                                   |                                                                                                                                                                                                                                                       | 90.0                                                                              |                                                                                   | Sum of lost time (s)                                                              |                                                                                                                                                                                                                                                       | 13.5                                                                                |                                                                                     |
| Intersection Capacity Utilization |                                                                                   |                                                                                                                                                                                                                                                       | 55.1%                                                                             |                                                                                   | ICU Level of Service                                                              |                                                                                                                                                                                                                                                       |                                                                                     | B                                                                                   |
| Analysis Period (min)             |                                                                                   |                                                                                                                                                                                                                                                       | 15                                                                                |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| c Critical Lane Group             |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |

Timing Report, Sorted By Phase  
10: Lamar Blvd & US Hwy 98

2024 AM - Signal - 11/15/2023  
Opening Year Background Traffic



| Phase Number           | 1     | 2     | 6     | 8     |
|------------------------|-------|-------|-------|-------|
| Movement               | WBL   | EBTU  | WBT   | NBL   |
| Lead/Lag               | Lead  | Lag   |       |       |
| Lead-Lag Optimize      | Yes   | Yes   |       |       |
| Recall Mode            | None  | C-Max | C-Max | None  |
| Maximum Split (s)      | 14    | 53.5  | 67.5  | 22.5  |
| Maximum Split (%)      | 15.6% | 59.4% | 75.0% | 25.0% |
| Minimum Split (s)      | 9.5   | 22.5  | 22.5  | 22.5  |
| Yellow Time (s)        | 3.5   | 3.5   | 3.5   | 3.5   |
| All-Red Time (s)       | 1     | 1     | 1     | 1     |
| Minimum Initial (s)    | 5     | 5     | 5     | 5     |
| Vehicle Extension (s)  | 3     | 3     | 3     | 3     |
| Minimum Gap (s)        | 3     | 3     | 3     | 3     |
| Time Before Reduce (s) | 0     | 0     | 0     | 0     |
| Time To Reduce (s)     | 0     | 0     | 0     | 0     |
| Walk Time (s)          |       | 7     | 7     | 7     |
| Flash Dont Walk (s)    |       | 11    | 11    | 11    |
| Dual Entry             | No    | Yes   | Yes   | Yes   |
| Inhibit Max            | Yes   | Yes   | Yes   | Yes   |
| Start Time (s)         | 76    | 0     | 76    | 53.5  |
| End Time (s)           | 0     | 53.5  | 53.5  | 76    |
| Yield/Force Off (s)    | 85.5  | 49    | 49    | 71.5  |
| Yield/Force Off 170(s) | 85.5  | 38    | 38    | 60.5  |
| Local Start Time (s)   | 76    | 0     | 76    | 53.5  |
| Local Yield (s)        | 85.5  | 49    | 49    | 71.5  |
| Local Yield 170(s)     | 85.5  | 38    | 38    | 60.5  |

Intersection Summary

Cycle Length 90  
Control Type Actuated-Coordinated  
Natural Cycle 65  
Offset: 0 (0%), Referenced to phase 2:EBTU and 6:WBT, Start of Green

Splits and Phases: 10: Lamar Blvd & US Hwy 98



## Queues

2024 PM - Signal - 11/15/2023

10: Lamar Blvd &amp; US Hwy 98

Opening Year Background Traffic

|                         |  |  |  |  |  |  |  |
|-------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Lane Group              | EBU                                                                               | EBT                                                                               | EBR                                                                               | WBL                                                                               | WBT                                                                               | NBL                                                                               | NBR                                                                                |
| Lane Group Flow (vph)   | 7                                                                                 | 1574                                                                              | 31                                                                                | 56                                                                                | 1867                                                                              | 21                                                                                | 126                                                                                |
| v/c Ratio               | 0.05                                                                              | 0.44                                                                              | 0.03                                                                              | 0.34                                                                              | 0.45                                                                              | 0.14                                                                              | 0.52                                                                               |
| Control Delay (s/veh)   | 7.4                                                                               | 7.3                                                                               | 2.5                                                                               | 43.2                                                                              | 2.8                                                                               | 39.5                                                                              | 15.2                                                                               |
| Queue Delay             | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                               | 0.0                                                                                |
| Total Delay (s/veh)     | 7.4                                                                               | 7.3                                                                               | 2.5                                                                               | 43.2                                                                              | 2.8                                                                               | 39.5                                                                              | 15.2                                                                               |
| Queue Length 50th (ft)  | 1                                                                                 | 128                                                                               | 0                                                                                 | 30                                                                                | 71                                                                                | 11                                                                                | 0                                                                                  |
| Queue Length 95th (ft)  | 8                                                                                 | 207                                                                               | 10                                                                                | 66                                                                                | 125                                                                               | 33                                                                                | 50                                                                                 |
| Internal Link Dist (ft) |                                                                                   | 1392                                                                              |                                                                                   |                                                                                   | 1083                                                                              | 480                                                                               |                                                                                    |
| Turn Bay Length (ft)    | 175                                                                               |                                                                                   |                                                                                   | 175                                                                               |                                                                                   | 100                                                                               | 150                                                                                |
| Base Capacity (vph)     | 144                                                                               | 3561                                                                              | 1140                                                                              | 196                                                                               | 4167                                                                              | 411                                                                               | 461                                                                                |
| Starvation Cap Reductn  | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                  |
| Spillback Cap Reductn   | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                  |
| Storage Cap Reductn     | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                  |
| Reduced v/c Ratio       | 0.05                                                                              | 0.44                                                                              | 0.03                                                                              | 0.29                                                                              | 0.45                                                                              | 0.05                                                                              | 0.27                                                                               |
| Intersection Summary    |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                    |

# HCM Signalized Intersection Capacity Analysis

## 10: Lamar Blvd & US Hwy 98

2024 PM - Signal - 11/15/2023

Opening Year Background Traffic

|                                   |  |  |  |  |  |  |  |  |
|-----------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Movement                          | EBU                                                                               | EBT                                                                               | EBR                                                                               | WBU                                                                               | WBL                                                                               | WBT                                                                               | NBL                                                                                 | NBR                                                                                 |
| Lane Configurations               |  |  |  |                                                                                   |  |  |  |  |
| Traffic Volume (vph)              | 7                                                                                 | 1495                                                                              | 29                                                                                | 4                                                                                 | 49                                                                                | 1774                                                                              | 20                                                                                  | 120                                                                                 |
| Future Volume (vph)               | 7                                                                                 | 1495                                                                              | 29                                                                                | 4                                                                                 | 49                                                                                | 1774                                                                              | 20                                                                                  | 120                                                                                 |
| Ideal Flow (vphpl)                | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                                | 1900                                                                                |
| Total Lost time (s)               | 4.5                                                                               | 4.5                                                                               | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                               | 4.5                                                                                 | 4.5                                                                                 |
| Lane Util. Factor                 | 1.00                                                                              | 0.91                                                                              | 1.00                                                                              |                                                                                   | 1.00                                                                              | 0.91                                                                              | 1.00                                                                                | 1.00                                                                                |
| Frt                               | 1.00                                                                              | 1.00                                                                              | 0.85                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                              | 1.00                                                                                | 0.85                                                                                |
| Flt Protected                     | 0.95                                                                              | 1.00                                                                              | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                              | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (prot)                 | 1805                                                                              | 5085                                                                              | 1615                                                                              |                                                                                   | 1805                                                                              | 5085                                                                              | 1805                                                                                | 1599                                                                                |
| Flt Permitted                     | 0.11                                                                              | 1.00                                                                              | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                              | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (perm)                 | 208                                                                               | 5085                                                                              | 1615                                                                              |                                                                                   | 1805                                                                              | 5085                                                                              | 1805                                                                                | 1599                                                                                |
| Peak-hour factor, PHF             | 0.95                                                                              | 0.95                                                                              | 0.95                                                                              | 0.95                                                                              | 0.95                                                                              | 0.95                                                                              | 0.95                                                                                | 0.95                                                                                |
| Adj. Flow (vph)                   | 7                                                                                 | 1574                                                                              | 31                                                                                | 4                                                                                 | 52                                                                                | 1867                                                                              | 21                                                                                  | 126                                                                                 |
| RTOR Reduction (vph)              | 0                                                                                 | 0                                                                                 | 10                                                                                | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                   | 116                                                                                 |
| Lane Group Flow (vph)             | 7                                                                                 | 1574                                                                              | 21                                                                                | 0                                                                                 | 56                                                                                | 1867                                                                              | 21                                                                                  | 10                                                                                  |
| Heavy Vehicles (%)                | 0%                                                                                | 2%                                                                                | 0%                                                                                | 0%                                                                                | 0%                                                                                | 2%                                                                                | 0%                                                                                  | 1%                                                                                  |
| Turn Type                         | Perm                                                                              | NA                                                                                | Perm                                                                              | Prot                                                                              | Prot                                                                              | NA                                                                                | Prot                                                                                | Perm                                                                                |
| Protected Phases                  |                                                                                   | 2                                                                                 |                                                                                   | 1                                                                                 | 1                                                                                 | 6                                                                                 | 8                                                                                   |                                                                                     |
| Permitted Phases                  | 2                                                                                 |                                                                                   | 2                                                                                 |                                                                                   |                                                                                   |                                                                                   |                                                                                     | 8                                                                                   |
| Actuated Green, G (s)             | 62.2                                                                              | 62.2                                                                              | 62.2                                                                              |                                                                                   | 7.1                                                                               | 73.8                                                                              | 7.2                                                                                 | 7.2                                                                                 |
| Effective Green, g (s)            | 62.2                                                                              | 62.2                                                                              | 62.2                                                                              |                                                                                   | 7.1                                                                               | 73.8                                                                              | 7.2                                                                                 | 7.2                                                                                 |
| Actuated g/C Ratio                | 0.69                                                                              | 0.69                                                                              | 0.69                                                                              |                                                                                   | 0.08                                                                              | 0.82                                                                              | 0.08                                                                                | 0.08                                                                                |
| Clearance Time (s)                | 4.5                                                                               | 4.5                                                                               | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                               | 4.5                                                                                 | 4.5                                                                                 |
| Vehicle Extension (s)             | 3.0                                                                               | 3.0                                                                               | 3.0                                                                               |                                                                                   | 3.0                                                                               | 3.0                                                                               | 3.0                                                                                 | 3.0                                                                                 |
| Lane Grp Cap (vph)                | 143                                                                               | 3514                                                                              | 1116                                                                              |                                                                                   | 142                                                                               | 4169                                                                              | 144                                                                                 | 127                                                                                 |
| v/s Ratio Prot                    |                                                                                   | 0.31                                                                              |                                                                                   |                                                                                   | 0.03                                                                              | c0.37                                                                             | c0.01                                                                               |                                                                                     |
| v/s Ratio Perm                    | 0.03                                                                              |                                                                                   | 0.01                                                                              |                                                                                   |                                                                                   |                                                                                   |                                                                                     | 0.01                                                                                |
| v/c Ratio                         | 0.05                                                                              | 0.45                                                                              | 0.02                                                                              |                                                                                   | 0.39                                                                              | 0.45                                                                              | 0.15                                                                                | 0.08                                                                                |
| Uniform Delay, d1                 | 4.4                                                                               | 6.2                                                                               | 4.4                                                                               |                                                                                   | 39.4                                                                              | 2.3                                                                               | 38.5                                                                                | 38.3                                                                                |
| Progression Factor                | 1.00                                                                              | 1.00                                                                              | 1.00                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                              | 1.00                                                                                | 1.00                                                                                |
| Incremental Delay, d2             | 0.6                                                                               | 0.4                                                                               | 0.0                                                                               |                                                                                   | 1.8                                                                               | 0.3                                                                               | 0.5                                                                                 | 0.3                                                                                 |
| Delay (s)                         | 5.1                                                                               | 6.6                                                                               | 4.4                                                                               |                                                                                   | 41.2                                                                              | 2.7                                                                               | 39.0                                                                                | 38.6                                                                                |
| Level of Service                  | A                                                                                 | A                                                                                 | A                                                                                 |                                                                                   | D                                                                                 | A                                                                                 | D                                                                                   | D                                                                                   |
| Approach Delay (s/veh)            |                                                                                   | 6.6                                                                               |                                                                                   |                                                                                   |                                                                                   | 3.8                                                                               | 38.7                                                                                |                                                                                     |
| Approach LOS                      |                                                                                   | A                                                                                 |                                                                                   |                                                                                   |                                                                                   | A                                                                                 | D                                                                                   |                                                                                     |
| <b>Intersection Summary</b>       |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                     |                                                                                     |
| HCM 2000 Control Delay (s/veh)    |                                                                                   |                                                                                   | 6.4                                                                               |                                                                                   |                                                                                   | HCM 2000 Level of Service                                                         |                                                                                     | A                                                                                   |
| HCM 2000 Volume to Capacity ratio |                                                                                   |                                                                                   | 0.45                                                                              |                                                                                   |                                                                                   |                                                                                   |                                                                                     |                                                                                     |
| Actuated Cycle Length (s)         |                                                                                   |                                                                                   | 90.0                                                                              |                                                                                   |                                                                                   | Sum of lost time (s)                                                              |                                                                                     | 13.5                                                                                |
| Intersection Capacity Utilization |                                                                                   |                                                                                   | 53.9%                                                                             |                                                                                   |                                                                                   | ICU Level of Service                                                              |                                                                                     | A                                                                                   |
| Analysis Period (min)             |                                                                                   |                                                                                   | 15                                                                                |                                                                                   |                                                                                   |                                                                                   |                                                                                     |                                                                                     |
| c Critical Lane Group             |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                   |                                                                                     |                                                                                     |



Timing Report, Sorted By Phase  
10: Lamar Blvd & US Hwy 98

2024 PM - Signal - 11/15/2023  
Opening Year Background Traffic

|                        |  |  |  |  |
|------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Phase Number           | 1                                                                                 | 2                                                                                 | 6                                                                                 | 8                                                                                 |
| Movement               | WBL                                                                               | EBTU                                                                              | WBT                                                                               | NBL                                                                               |
| Lead/Lag               | Lead                                                                              | Lag                                                                               |                                                                                   |                                                                                   |
| Lead-Lag Optimize      | Yes                                                                               | Yes                                                                               |                                                                                   |                                                                                   |
| Recall Mode            | None                                                                              | C-Max                                                                             | C-Max                                                                             | None                                                                              |
| Maximum Split (s)      | 14                                                                                | 51                                                                                | 65                                                                                | 25                                                                                |
| Maximum Split (%)      | 15.6%                                                                             | 56.7%                                                                             | 72.2%                                                                             | 27.8%                                                                             |
| Minimum Split (s)      | 9.5                                                                               | 22.5                                                                              | 22.5                                                                              | 22.5                                                                              |
| Yellow Time (s)        | 3.5                                                                               | 3.5                                                                               | 3.5                                                                               | 3.5                                                                               |
| All-Red Time (s)       | 1                                                                                 | 1                                                                                 | 1                                                                                 | 1                                                                                 |
| Minimum Initial (s)    | 5                                                                                 | 5                                                                                 | 5                                                                                 | 5                                                                                 |
| Vehicle Extension (s)  | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3                                                                                 |
| Minimum Gap (s)        | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3                                                                                 |
| Time Before Reduce (s) | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Time To Reduce (s)     | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Walk Time (s)          |                                                                                   | 7                                                                                 | 7                                                                                 | 7                                                                                 |
| Flash Dont Walk (s)    |                                                                                   | 11                                                                                | 11                                                                                | 11                                                                                |
| Dual Entry             | No                                                                                | Yes                                                                               | Yes                                                                               | Yes                                                                               |
| Inhibit Max            | Yes                                                                               | Yes                                                                               | Yes                                                                               | Yes                                                                               |
| Start Time (s)         | 76                                                                                | 0                                                                                 | 76                                                                                | 51                                                                                |
| End Time (s)           | 0                                                                                 | 51                                                                                | 51                                                                                | 76                                                                                |
| Yield/Force Off (s)    | 85.5                                                                              | 46.5                                                                              | 46.5                                                                              | 71.5                                                                              |
| Yield/Force Off 170(s) | 85.5                                                                              | 35.5                                                                              | 35.5                                                                              | 60.5                                                                              |
| Local Start Time (s)   | 76                                                                                | 0                                                                                 | 76                                                                                | 51                                                                                |
| Local Yield (s)        | 85.5                                                                              | 46.5                                                                              | 46.5                                                                              | 71.5                                                                              |
| Local Yield 170(s)     | 85.5                                                                              | 35.5                                                                              | 35.5                                                                              | 60.5                                                                              |

Intersection Summary

Cycle Length 90  
Control Type Actuated-Coordinated  
Natural Cycle 60  
Offset: 0 (0%), Referenced to phase 2:EBTU and 6:WBT, Start of Green

Splits and Phases: 10: Lamar Blvd & US Hwy 98



## Queues

2024 AM - Proposed Signal - 11/15/2023

10: Lamar Blvd &amp; US Hwy 98

Opening Year Background + Site Traffic



| Lane Group              | EBU  | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|------|
| Lane Group Flow (vph)   | 2    | 2035 | 118  | 122  | 947  | 43   | 65   |
| v/c Ratio               | 0.01 | 0.61 | 0.11 | 0.54 | 0.23 | 0.28 | 0.34 |
| Control Delay (s/veh)   | 8.0  | 11.2 | 2.0  | 45.4 | 2.0  | 42.6 | 15.2 |
| Queue Delay             | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  |
| Total Delay (s/veh)     | 8.0  | 11.2 | 2.0  | 45.4 | 2.0  | 42.6 | 15.2 |
| Queue Length 50th (ft)  | 0    | 230  | 0    | 66   | 31   | 23   | 0    |
| Queue Length 95th (ft)  | 4    | 348  | 22   | m114 | 49   | 54   | 37   |
| Internal Link Dist (ft) |      | 1392 |      |      | 660  | 480  |      |
| Turn Bay Length (ft)    | 175  |      |      | 175  |      | 100  | 150  |
| Base Capacity (vph)     | 363  | 3322 | 1105 | 260  | 4146 | 371  | 377  |
| Starvation Cap Reductn  | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Spillback Cap Reductn   | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Storage Cap Reductn     | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Reduced v/c Ratio       | 0.01 | 0.61 | 0.11 | 0.47 | 0.23 | 0.12 | 0.17 |

## Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

# HCM Signalized Intersection Capacity Analysis

## 10: Lamar Blvd & US Hwy 98

2024 AM - Proposed Signal - 11/15/2023

Opening Year Background + Site Traffic

|                                   |  |                                                                                                                                                                      |  |  |  |                                                                                                                                                                      |  |  |
|-----------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Movement                          | EBU                                                                               | EBT                                                                                                                                                                                                                                                   | EBR                                                                               | WBU                                                                               | WBL                                                                               | WBT                                                                                                                                                                                                                                                   | NBL                                                                                 | NBR                                                                                 |
| Lane Configurations               |  |    |  |                                                                                   |  |    |  |  |
| Traffic Volume (vph)              | 2                                                                                 | 1872                                                                                                                                                                                                                                                  | 109                                                                               | 12                                                                                | 100                                                                               | 871                                                                                                                                                                                                                                                   | 40                                                                                  | 60                                                                                  |
| Future Volume (vph)               | 2                                                                                 | 1872                                                                                                                                                                                                                                                  | 109                                                                               | 12                                                                                | 100                                                                               | 871                                                                                                                                                                                                                                                   | 40                                                                                  | 60                                                                                  |
| Ideal Flow (vphpl)                | 1900                                                                              | 1900                                                                                                                                                                                                                                                  | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                                                                                                                                                                                                  | 1900                                                                                | 1900                                                                                |
| Total Lost time (s)               | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                                 | 4.5                                                                                 |
| Lane Util. Factor                 | 1.00                                                                              | 0.91                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 1.00                                                                              | 0.91                                                                                                                                                                                                                                                  | 1.00                                                                                | 1.00                                                                                |
| Frt                               | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.85                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                                | 0.85                                                                                |
| Flt Protected                     | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (prot)                 | 1805                                                                              | 5036                                                                                                                                                                                                                                                  | 1615                                                                              |                                                                                   | 1758                                                                              | 4893                                                                                                                                                                                                                                                  | 1805                                                                                | 1583                                                                                |
| Flt Permitted                     | 0.29                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (perm)                 | 551                                                                               | 5036                                                                                                                                                                                                                                                  | 1615                                                                              |                                                                                   | 1758                                                                              | 4893                                                                                                                                                                                                                                                  | 1805                                                                                | 1583                                                                                |
| Peak-hour factor, PHF             | 0.92                                                                              | 0.92                                                                                                                                                                                                                                                  | 0.92                                                                              | 0.92                                                                              | 0.92                                                                              | 0.92                                                                                                                                                                                                                                                  | 0.92                                                                                | 0.92                                                                                |
| Adj. Flow (vph)                   | 2                                                                                 | 2035                                                                                                                                                                                                                                                  | 118                                                                               | 13                                                                                | 109                                                                               | 947                                                                                                                                                                                                                                                   | 43                                                                                  | 65                                                                                  |
| RTOR Reduction (vph)              | 0                                                                                 | 0                                                                                                                                                                                                                                                     | 41                                                                                | 0                                                                                 | 0                                                                                 | 0                                                                                                                                                                                                                                                     | 0                                                                                   | 60                                                                                  |
| Lane Group Flow (vph)             | 2                                                                                 | 2035                                                                                                                                                                                                                                                  | 77                                                                                | 0                                                                                 | 122                                                                               | 947                                                                                                                                                                                                                                                   | 43                                                                                  | 5                                                                                   |
| Heavy Vehicles (%)                | 0%                                                                                | 3%                                                                                                                                                                                                                                                    | 0%                                                                                | 0%                                                                                | 3%                                                                                | 6%                                                                                                                                                                                                                                                    | 0%                                                                                  | 2%                                                                                  |
| Turn Type                         | Perm                                                                              | NA                                                                                                                                                                                                                                                    | Perm                                                                              | Prot                                                                              | Prot                                                                              | NA                                                                                                                                                                                                                                                    | Prot                                                                                | Perm                                                                                |
| Protected Phases                  |                                                                                   | 2                                                                                                                                                                                                                                                     |                                                                                   | 1                                                                                 | 1                                                                                 | 6                                                                                                                                                                                                                                                     | 8                                                                                   |                                                                                     |
| Permitted Phases                  | 2                                                                                 |                                                                                                                                                                                                                                                       | 2                                                                                 |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     | 8                                                                                   |
| Actuated Green, G (s)             | 58.5                                                                              | 58.5                                                                                                                                                                                                                                                  | 58.5                                                                              |                                                                                   | 11.5                                                                              | 74.5                                                                                                                                                                                                                                                  | 6.5                                                                                 | 6.5                                                                                 |
| Effective Green, g (s)            | 58.5                                                                              | 58.5                                                                                                                                                                                                                                                  | 58.5                                                                              |                                                                                   | 11.5                                                                              | 74.5                                                                                                                                                                                                                                                  | 6.5                                                                                 | 6.5                                                                                 |
| Actuated g/C Ratio                | 0.65                                                                              | 0.65                                                                                                                                                                                                                                                  | 0.65                                                                              |                                                                                   | 0.13                                                                              | 0.83                                                                                                                                                                                                                                                  | 0.07                                                                                | 0.07                                                                                |
| Clearance Time (s)                | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                                 | 4.5                                                                                 |
| Vehicle Extension (s)             | 3.0                                                                               | 3.0                                                                                                                                                                                                                                                   | 3.0                                                                               |                                                                                   | 3.0                                                                               | 3.0                                                                                                                                                                                                                                                   | 3.0                                                                                 | 3.0                                                                                 |
| Lane Grp Cap (vph)                | 358                                                                               | 3273                                                                                                                                                                                                                                                  | 1049                                                                              |                                                                                   | 224                                                                               | 4050                                                                                                                                                                                                                                                  | 130                                                                                 | 114                                                                                 |
| v/s Ratio Prot                    |                                                                                   | c0.40                                                                                                                                                                                                                                                 |                                                                                   |                                                                                   | c0.07                                                                             | 0.19                                                                                                                                                                                                                                                  | c0.02                                                                               |                                                                                     |
| v/s Ratio Perm                    | 0.00                                                                              |                                                                                                                                                                                                                                                       | 0.05                                                                              |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     | 0.00                                                                                |
| v/c Ratio                         | 0.01                                                                              | 0.62                                                                                                                                                                                                                                                  | 0.07                                                                              |                                                                                   | 0.54                                                                              | 0.23                                                                                                                                                                                                                                                  | 0.33                                                                                | 0.04                                                                                |
| Uniform Delay, d1                 | 5.5                                                                               | 9.3                                                                                                                                                                                                                                                   | 5.8                                                                               |                                                                                   | 36.8                                                                              | 1.7                                                                                                                                                                                                                                                   | 39.7                                                                                | 38.9                                                                                |
| Progression Factor                | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                                | 1.00                                                                                |
| Incremental Delay, d2             | 0.0                                                                               | 0.9                                                                                                                                                                                                                                                   | 0.1                                                                               |                                                                                   | 2.7                                                                               | 0.1                                                                                                                                                                                                                                                   | 1.5                                                                                 | 0.1                                                                                 |
| Delay (s)                         | 5.6                                                                               | 10.2                                                                                                                                                                                                                                                  | 5.9                                                                               |                                                                                   | 39.6                                                                              | 1.8                                                                                                                                                                                                                                                   | 41.2                                                                                | 39.0                                                                                |
| Level of Service                  | A                                                                                 | B                                                                                                                                                                                                                                                     | A                                                                                 |                                                                                   | D                                                                                 | A                                                                                                                                                                                                                                                     | D                                                                                   | D                                                                                   |
| Approach Delay (s/veh)            |                                                                                   | 9.9                                                                                                                                                                                                                                                   |                                                                                   |                                                                                   |                                                                                   | 6.1                                                                                                                                                                                                                                                   | 39.9                                                                                |                                                                                     |
| Approach LOS                      |                                                                                   | A                                                                                                                                                                                                                                                     |                                                                                   |                                                                                   |                                                                                   | A                                                                                                                                                                                                                                                     | D                                                                                   |                                                                                     |
| <b>Intersection Summary</b>       |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| HCM 2000 Control Delay (s/veh)    |                                                                                   |                                                                                                                                                                                                                                                       | 9.7                                                                               |                                                                                   | HCM 2000 Level of Service                                                         |                                                                                                                                                                                                                                                       | A                                                                                   |                                                                                     |
| HCM 2000 Volume to Capacity ratio |                                                                                   |                                                                                                                                                                                                                                                       | 0.59                                                                              |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| Actuated Cycle Length (s)         |                                                                                   |                                                                                                                                                                                                                                                       | 90.0                                                                              |                                                                                   | Sum of lost time (s)                                                              |                                                                                                                                                                                                                                                       | 13.5                                                                                |                                                                                     |
| Intersection Capacity Utilization |                                                                                   |                                                                                                                                                                                                                                                       | 57.8%                                                                             |                                                                                   | ICU Level of Service                                                              |                                                                                                                                                                                                                                                       | B                                                                                   |                                                                                     |
| Analysis Period (min)             |                                                                                   |                                                                                                                                                                                                                                                       | 15                                                                                |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| c Critical Lane Group             |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |

Timing Report, Sorted By Phase  
10: Lamar Blvd & US Hwy 98

2024 AM - Proposed Signal - 11/15/2023  
Opening Year Background + Site Traffic

|                        |  |  |  |  |
|------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Phase Number           | 1                                                                                 | 2                                                                                 | 6                                                                                 | 8                                                                                 |
| Movement               | WBL                                                                               | EBTU                                                                              | WBT                                                                               | NBL                                                                               |
| Lead/Lag               | Lead                                                                              | Lag                                                                               |                                                                                   |                                                                                   |
| Lead-Lag Optimize      | Yes                                                                               | Yes                                                                               |                                                                                   |                                                                                   |
| Recall Mode            | None                                                                              | C-Max                                                                             | C-Max                                                                             | None                                                                              |
| Maximum Split (s)      | 17                                                                                | 50                                                                                | 67                                                                                | 23                                                                                |
| Maximum Split (%)      | 18.9%                                                                             | 55.6%                                                                             | 74.4%                                                                             | 25.6%                                                                             |
| Minimum Split (s)      | 9.5                                                                               | 22.5                                                                              | 22.5                                                                              | 22.5                                                                              |
| Yellow Time (s)        | 3.5                                                                               | 3.5                                                                               | 3.5                                                                               | 3.5                                                                               |
| All-Red Time (s)       | 1                                                                                 | 1                                                                                 | 1                                                                                 | 1                                                                                 |
| Minimum Initial (s)    | 5                                                                                 | 5                                                                                 | 5                                                                                 | 5                                                                                 |
| Vehicle Extension (s)  | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3                                                                                 |
| Minimum Gap (s)        | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3                                                                                 |
| Time Before Reduce (s) | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Time To Reduce (s)     | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Walk Time (s)          |                                                                                   | 7                                                                                 | 7                                                                                 | 7                                                                                 |
| Flash Dont Walk (s)    |                                                                                   | 11                                                                                | 11                                                                                | 11                                                                                |
| Dual Entry             | No                                                                                | Yes                                                                               | Yes                                                                               | Yes                                                                               |
| Inhibit Max            | Yes                                                                               | Yes                                                                               | Yes                                                                               | Yes                                                                               |
| Start Time (s)         | 73                                                                                | 0                                                                                 | 73                                                                                | 50                                                                                |
| End Time (s)           | 0                                                                                 | 50                                                                                | 50                                                                                | 73                                                                                |
| Yield/Force Off (s)    | 85.5                                                                              | 45.5                                                                              | 45.5                                                                              | 68.5                                                                              |
| Yield/Force Off 170(s) | 85.5                                                                              | 34.5                                                                              | 34.5                                                                              | 57.5                                                                              |
| Local Start Time (s)   | 73                                                                                | 0                                                                                 | 73                                                                                | 50                                                                                |
| Local Yield (s)        | 85.5                                                                              | 45.5                                                                              | 45.5                                                                              | 68.5                                                                              |
| Local Yield 170(s)     | 85.5                                                                              | 34.5                                                                              | 34.5                                                                              | 57.5                                                                              |

Intersection Summary

Cycle Length 90  
Control Type Actuated-Coordinated  
Natural Cycle 70  
Offset: 0 (0%), Referenced to phase 2:EBTU and 6:WBT, Start of Green

Splits and Phases: 10: Lamar Blvd & US Hwy 98



## Queues

2024 PM - Proposed Signal - 11/15/2023

10: Lamar Blvd &amp; US Hwy 98

Opening Year Background + Site Traffic



| Lane Group              | EBU  | EBT  | EBR  | WBL  | WBT  | NBL  | NBR  |
|-------------------------|------|------|------|------|------|------|------|
| Lane Group Flow (vph)   | 7    | 1585 | 49   | 111  | 1855 | 65   | 131  |
| v/c Ratio               | 0.05 | 0.47 | 0.05 | 0.51 | 0.45 | 0.38 | 0.48 |
| Control Delay (s/veh)   | 9.6  | 9.5  | 2.8  | 44.9 | 3.3  | 43.7 | 13.3 |
| Queue Delay             | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  |
| Total Delay (s/veh)     | 9.6  | 9.5  | 2.8  | 44.9 | 3.3  | 43.7 | 13.3 |
| Queue Length 50th (ft)  | 1    | 157  | 0    | 60   | 86   | 35   | 0    |
| Queue Length 95th (ft)  | 9    | 241  | 15   | 107  | 131  | 73   | 50   |
| Internal Link Dist (ft) |      | 1392 |      |      | 660  | 480  |      |
| Turn Bay Length (ft)    | 175  |      |      | 175  |      | 100  | 150  |
| Base Capacity (vph)     | 138  | 3352 | 1081 | 310  | 4090 | 270  | 351  |
| Starvation Cap Reductn  | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Spillback Cap Reductn   | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Storage Cap Reductn     | 0    | 0    | 0    | 0    | 0    | 0    | 0    |
| Reduced v/c Ratio       | 0.05 | 0.47 | 0.05 | 0.36 | 0.45 | 0.24 | 0.37 |
| Intersection Summary    |      |      |      |      |      |      |      |

# HCM Signalized Intersection Capacity Analysis

## 10: Lamar Blvd & US Hwy 98

2024 PM - Proposed Signal - 11/15/2023

Opening Year Background + Site Traffic

|                                   |  |                                                                                                                                                                      |  |  |  |                                                                                                                                                                      |   |  |
|-----------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Movement                          | EBU                                                                               | EBT                                                                                                                                                                                                                                                   | EBR                                                                               | WBU                                                                               | WBL                                                                               | WBT                                                                                                                                                                                                                                                   | NBL                                                                                 | NBR                                                                                 |
| Lane Configurations               |  |    |  |                                                                                   |  |    |  |  |
| Traffic Volume (vph)              | 7                                                                                 | 1506                                                                                                                                                                                                                                                  | 47                                                                                | 17                                                                                | 88                                                                                | 1762                                                                                                                                                                                                                                                  | 62                                                                                  | 124                                                                                 |
| Future Volume (vph)               | 7                                                                                 | 1506                                                                                                                                                                                                                                                  | 47                                                                                | 17                                                                                | 88                                                                                | 1762                                                                                                                                                                                                                                                  | 62                                                                                  | 124                                                                                 |
| Ideal Flow (vphpl)                | 1900                                                                              | 1900                                                                                                                                                                                                                                                  | 1900                                                                              | 1900                                                                              | 1900                                                                              | 1900                                                                                                                                                                                                                                                  | 1900                                                                                | 1900                                                                                |
| Total Lost time (s)               | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                                 | 4.5                                                                                 |
| Lane Util. Factor                 | 1.00                                                                              | 0.91                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 1.00                                                                              | 0.91                                                                                                                                                                                                                                                  | 1.00                                                                                | 1.00                                                                                |
| Frt                               | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.85                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                                | 0.85                                                                                |
| Flt Protected                     | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (prot)                 | 1805                                                                              | 5085                                                                                                                                                                                                                                                  | 1615                                                                              |                                                                                   | 1805                                                                              | 5085                                                                                                                                                                                                                                                  | 1805                                                                                | 1599                                                                                |
| Flt Permitted                     | 0.11                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 0.95                                                                              | 1.00                                                                                                                                                                                                                                                  | 0.95                                                                                | 1.00                                                                                |
| Satd. Flow (perm)                 | 211                                                                               | 5085                                                                                                                                                                                                                                                  | 1615                                                                              |                                                                                   | 1805                                                                              | 5085                                                                                                                                                                                                                                                  | 1805                                                                                | 1599                                                                                |
| Peak-hour factor, PHF             | 0.95                                                                              | 0.95                                                                                                                                                                                                                                                  | 0.95                                                                              | 0.95                                                                              | 0.95                                                                              | 0.95                                                                                                                                                                                                                                                  | 0.95                                                                                | 0.95                                                                                |
| Adj. Flow (vph)                   | 7                                                                                 | 1585                                                                                                                                                                                                                                                  | 49                                                                                | 18                                                                                | 93                                                                                | 1855                                                                                                                                                                                                                                                  | 65                                                                                  | 131                                                                                 |
| RTOR Reduction (vph)              | 0                                                                                 | 0                                                                                                                                                                                                                                                     | 17                                                                                | 0                                                                                 | 0                                                                                 | 0                                                                                                                                                                                                                                                     | 0                                                                                   | 118                                                                                 |
| Lane Group Flow (vph)             | 7                                                                                 | 1585                                                                                                                                                                                                                                                  | 32                                                                                | 0                                                                                 | 111                                                                               | 1855                                                                                                                                                                                                                                                  | 65                                                                                  | 13                                                                                  |
| Heavy Vehicles (%)                | 0%                                                                                | 2%                                                                                                                                                                                                                                                    | 0%                                                                                | 0%                                                                                | 0%                                                                                | 2%                                                                                                                                                                                                                                                    | 0%                                                                                  | 1%                                                                                  |
| Turn Type                         | Perm                                                                              | NA                                                                                                                                                                                                                                                    | Perm                                                                              | Prot                                                                              | Prot                                                                              | NA                                                                                                                                                                                                                                                    | Prot                                                                                | Prot                                                                                |
| Protected Phases                  |                                                                                   | 2                                                                                                                                                                                                                                                     |                                                                                   | 1                                                                                 | 1                                                                                 | 6                                                                                                                                                                                                                                                     | 8                                                                                   | 8                                                                                   |
| Permitted Phases                  | 2                                                                                 |                                                                                                                                                                                                                                                       | 2                                                                                 |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| Actuated Green, G (s)             | 58.4                                                                              | 58.4                                                                                                                                                                                                                                                  | 58.4                                                                              |                                                                                   | 9.5                                                                               | 72.4                                                                                                                                                                                                                                                  | 8.6                                                                                 | 8.6                                                                                 |
| Effective Green, g (s)            | 58.4                                                                              | 58.4                                                                                                                                                                                                                                                  | 58.4                                                                              |                                                                                   | 9.5                                                                               | 72.4                                                                                                                                                                                                                                                  | 8.6                                                                                 | 8.6                                                                                 |
| Actuated g/C Ratio                | 0.65                                                                              | 0.65                                                                                                                                                                                                                                                  | 0.65                                                                              |                                                                                   | 0.11                                                                              | 0.80                                                                                                                                                                                                                                                  | 0.10                                                                                | 0.10                                                                                |
| Clearance Time (s)                | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                               |                                                                                   | 4.5                                                                               | 4.5                                                                                                                                                                                                                                                   | 4.5                                                                                 | 4.5                                                                                 |
| Vehicle Extension (s)             | 3.0                                                                               | 3.0                                                                                                                                                                                                                                                   | 3.0                                                                               |                                                                                   | 3.0                                                                               | 3.0                                                                                                                                                                                                                                                   | 3.0                                                                                 | 3.0                                                                                 |
| Lane Grp Cap (vph)                | 136                                                                               | 3299                                                                                                                                                                                                                                                  | 1047                                                                              |                                                                                   | 190                                                                               | 4090                                                                                                                                                                                                                                                  | 172                                                                                 | 152                                                                                 |
| v/s Ratio Prot                    |                                                                                   | c0.31                                                                                                                                                                                                                                                 |                                                                                   |                                                                                   | c0.06                                                                             | 0.36                                                                                                                                                                                                                                                  | c0.04                                                                               | 0.01                                                                                |
| v/s Ratio Perm                    | 0.03                                                                              |                                                                                                                                                                                                                                                       | 0.02                                                                              |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| v/c Ratio                         | 0.05                                                                              | 0.48                                                                                                                                                                                                                                                  | 0.03                                                                              |                                                                                   | 0.58                                                                              | 0.45                                                                                                                                                                                                                                                  | 0.38                                                                                | 0.08                                                                                |
| Uniform Delay, d1                 | 5.7                                                                               | 8.1                                                                                                                                                                                                                                                   | 5.7                                                                               |                                                                                   | 38.4                                                                              | 2.7                                                                                                                                                                                                                                                   | 38.2                                                                                | 37.1                                                                                |
| Progression Factor                | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                              |                                                                                   | 1.00                                                                              | 1.00                                                                                                                                                                                                                                                  | 1.00                                                                                | 1.00                                                                                |
| Incremental Delay, d2             | 0.7                                                                               | 0.5                                                                                                                                                                                                                                                   | 0.1                                                                               |                                                                                   | 4.5                                                                               | 0.4                                                                                                                                                                                                                                                   | 1.4                                                                                 | 0.2                                                                                 |
| Delay (s)                         | 6.5                                                                               | 8.6                                                                                                                                                                                                                                                   | 5.7                                                                               |                                                                                   | 42.9                                                                              | 3.1                                                                                                                                                                                                                                                   | 39.6                                                                                | 37.3                                                                                |
| Level of Service                  | A                                                                                 | A                                                                                                                                                                                                                                                     | A                                                                                 |                                                                                   | D                                                                                 | A                                                                                                                                                                                                                                                     | D                                                                                   | D                                                                                   |
| Approach Delay (s/veh)            |                                                                                   | 8.5                                                                                                                                                                                                                                                   |                                                                                   |                                                                                   |                                                                                   | 5.3                                                                                                                                                                                                                                                   | 38.1                                                                                |                                                                                     |
| Approach LOS                      |                                                                                   | A                                                                                                                                                                                                                                                     |                                                                                   |                                                                                   |                                                                                   | A                                                                                                                                                                                                                                                     | D                                                                                   |                                                                                     |
| <b>Intersection Summary</b>       |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| HCM 2000 Control Delay (s/veh)    |                                                                                   |                                                                                                                                                                                                                                                       | 8.4                                                                               |                                                                                   | HCM 2000 Level of Service                                                         |                                                                                                                                                                                                                                                       | A                                                                                   |                                                                                     |
| HCM 2000 Volume to Capacity ratio |                                                                                   |                                                                                                                                                                                                                                                       | 0.48                                                                              |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| Actuated Cycle Length (s)         |                                                                                   |                                                                                                                                                                                                                                                       | 90.0                                                                              |                                                                                   | Sum of lost time (s)                                                              |                                                                                                                                                                                                                                                       | 13.5                                                                                |                                                                                     |
| Intersection Capacity Utilization |                                                                                   |                                                                                                                                                                                                                                                       | 53.8%                                                                             |                                                                                   | ICU Level of Service                                                              |                                                                                                                                                                                                                                                       | A                                                                                   |                                                                                     |
| Analysis Period (min)             |                                                                                   |                                                                                                                                                                                                                                                       | 15                                                                                |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |
| c Critical Lane Group             |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                   |                                                                                   |                                                                                   |                                                                                                                                                                                                                                                       |                                                                                     |                                                                                     |

Timing Report, Sorted By Phase  
10: Lamar Blvd & US Hwy 98

2024 PM - Proposed Signal - 11/15/2023  
Opening Year Background + Site Traffic

|                        |  |  |  |  |
|------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Phase Number           | 1                                                                                 | 2                                                                                 | 6                                                                                 | 8                                                                                 |
| Movement               | WBL                                                                               | EBTU                                                                              | WBT                                                                               | NBL                                                                               |
| Lead/Lag               | Lead                                                                              | Lag                                                                               |                                                                                   |                                                                                   |
| Lead-Lag Optimize      | Yes                                                                               | Yes                                                                               |                                                                                   |                                                                                   |
| Recall Mode            | None                                                                              | C-Max                                                                             | C-Max                                                                             | None                                                                              |
| Maximum Split (s)      | 20                                                                                | 52                                                                                | 72                                                                                | 18                                                                                |
| Maximum Split (%)      | 22.2%                                                                             | 57.8%                                                                             | 80.0%                                                                             | 20.0%                                                                             |
| Minimum Split (s)      | 9.5                                                                               | 22.5                                                                              | 22.5                                                                              | 9.5                                                                               |
| Yellow Time (s)        | 3.5                                                                               | 3.5                                                                               | 3.5                                                                               | 3.5                                                                               |
| All-Red Time (s)       | 1                                                                                 | 1                                                                                 | 1                                                                                 | 1                                                                                 |
| Minimum Initial (s)    | 5                                                                                 | 5                                                                                 | 5                                                                                 | 5                                                                                 |
| Vehicle Extension (s)  | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3                                                                                 |
| Minimum Gap (s)        | 3                                                                                 | 3                                                                                 | 3                                                                                 | 3                                                                                 |
| Time Before Reduce (s) | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Time To Reduce (s)     | 0                                                                                 | 0                                                                                 | 0                                                                                 | 0                                                                                 |
| Walk Time (s)          |                                                                                   | 7                                                                                 | 7                                                                                 |                                                                                   |
| Flash Dont Walk (s)    |                                                                                   | 11                                                                                | 11                                                                                |                                                                                   |
| Dual Entry             | No                                                                                | Yes                                                                               | Yes                                                                               | No                                                                                |
| Inhibit Max            | Yes                                                                               | Yes                                                                               | Yes                                                                               | Yes                                                                               |
| Start Time (s)         | 70                                                                                | 0                                                                                 | 70                                                                                | 52                                                                                |
| End Time (s)           | 0                                                                                 | 52                                                                                | 52                                                                                | 70                                                                                |
| Yield/Force Off (s)    | 85.5                                                                              | 47.5                                                                              | 47.5                                                                              | 65.5                                                                              |
| Yield/Force Off 170(s) | 85.5                                                                              | 36.5                                                                              | 36.5                                                                              | 65.5                                                                              |
| Local Start Time (s)   | 70                                                                                | 0                                                                                 | 70                                                                                | 52                                                                                |
| Local Yield (s)        | 85.5                                                                              | 47.5                                                                              | 47.5                                                                              | 65.5                                                                              |
| Local Yield 170(s)     | 85.5                                                                              | 36.5                                                                              | 36.5                                                                              | 65.5                                                                              |

Intersection Summary

|                                                                      |                      |
|----------------------------------------------------------------------|----------------------|
| Cycle Length                                                         | 90                   |
| Control Type                                                         | Actuated-Coordinated |
| Natural Cycle                                                        | 50                   |
| Offset: 0 (0%), Referenced to phase 2:EBTU and 6:WBT, Start of Green |                      |

Splits and Phases: 10: Lamar Blvd & US Hwy 98



## **APPENDIX E**

### **Levels of Service Explanation**



From the 6<sup>th</sup> Edition *Highway Capacity Manual*, the Levels of Service are determined by control delay (in seconds per vehicle). The exhibit below illustrates how the amount of delay being experienced coincides with each Level of Service (LOS).

**Unsignalized Intersections**

| <b><u>Level of Service</u></b> | <b><u>Control Delay (sec/veh)</u></b> |
|--------------------------------|---------------------------------------|
| A.....                         | 0 - 10                                |
| B.....                         | > 10 – 15                             |
| C.....                         | > 15 – 25                             |
| D.....                         | > 25 – 35                             |
| E.....                         | > 35 – 50                             |
| F.....                         | > 50                                  |

**Signalized Intersections**

| <b><u>Level of Service</u></b> | <b><u>Control Delay (sec/veh)</u></b> |
|--------------------------------|---------------------------------------|
| A.....                         | 0 - 10                                |
| B.....                         | > 10 – 20                             |
| C.....                         | > 20 – 35                             |
| D.....                         | > 35 – 55                             |
| E.....                         | > 55 – 80                             |
| F.....                         | > 80                                  |

## **APPENDIX E**

### **Levels of Service Explanation**

From the 6<sup>th</sup> Edition *Highway Capacity Manual*, the Levels of Service are determined by control delay (in seconds per vehicle). The exhibit below illustrates how the amount of delay being experienced coincides with each Level of Service (LOS).

**Unsignalized Intersections**

| <b><u>Level of Service</u></b> | <b><u>Control Delay (sec/veh)</u></b> |
|--------------------------------|---------------------------------------|
| A.....                         | 0 - 10                                |
| B.....                         | > 10 – 15                             |
| C.....                         | > 15 – 25                             |
| D.....                         | > 25 – 35                             |
| E.....                         | > 35 – 50                             |
| F.....                         | > 50                                  |

**Signalized Intersections**

| <b><u>Level of Service</u></b> | <b><u>Control Delay (sec/veh)</u></b> |
|--------------------------------|---------------------------------------|
| A.....                         | 0 - 10                                |
| B.....                         | > 10 – 20                             |
| C.....                         | > 20 – 35                             |
| D.....                         | > 35 – 55                             |
| E.....                         | > 55 – 80                             |
| F.....                         | > 80                                  |

**MINUTES OF THE  
REGULAR MEETING OF THE  
HATTIESBURG PLANNING COMMISSION  
December 20<sup>th</sup>, 2023**

The Hattiesburg Planning Commission did meet in a special session on December 20<sup>th</sup>, at 2:00 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Chair Hinton presided over the meeting. A quorum was indicated and the attendance was as follows:

**Board Members Roll Call:**

Members Present:

1. Amy Hinton, Chair
2. Rhoda Pickett, Vice Chair
3. Elayne Lockett
4. Dick Conville
5. Charles Dawe (Online)
6. Carlos Wilson

Members Absent:

1. Rebekah Ray, Secretary
2. Lee Anne Venable
3. Jeff Keysear
4. Michael Dickerson (Online)
5. Michael Pruitt

**Staff Present:**

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. Jim Gladden, Esq.
4. Wiley Quinn, Director of Urban Development
5. Andrea Garcia, Planner I
6. Sabrina Wells, Planning Intern

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 2:04 p.m.

**AGENDA REVIEW**

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

**Motion:**

Made by Chair Hinton to approve

**Second:**

Made by Commissioner Conville

**Vote:**

| <b>Board Member</b>       | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|---------------------------|------------|------------|--------------|
| Amy Hinton, Chair         | X          |            |              |
| Rhoda Pickett, Vice Chair | X          |            |              |
| Elayne Lockett            | X          |            |              |
| Dick Conville             | X          |            |              |
| Carlos Wilson             | X          |            |              |
| Charles Dawe (Online)     | X          |            |              |

**MINUTES REVIEW**

For December 6<sup>th</sup>, 2023 minutes Commissioner Wilson moved for approval, and Commissioner Lockett seconded this motion.

**Motion:**

Made by Commissioner Wilson to approve

**Second:**

Made by Commissioner Lockett

**Vote:**

| <b>Board Member</b>       | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|---------------------------|------------|------------|--------------|
| Amy Hinton, Chair         | X          |            |              |
| Rhoda Pickett, Vice Chair | X          |            |              |
| Elayne Lockett            | X          |            |              |
| Dick Conville             | X          |            |              |
| Carlos Wilson             | X          |            |              |
| Charles Dawe (Online)     | X          |            |              |

**PLANNING REPORT**

There came the matter of the Planning Report by Nathan Satcher, Senior Planner. He informed the Commissioners that the University of Southern Mississippi (USM) case and the Land Development Code amendments (parking regulations) were approved by the City Council on December 19<sup>th</sup>, 2020. He also announced that the BDBO case will be presented to City Council on January 16<sup>th</sup>.

**CHAIR'S REPORT**

The Chair did not have a report for the meeting.

## **INTRODUCTIONS**

Commissioners and staff introduced themselves.

## **PUBLIC HEARING – Planning Commission**

### **Item A:**

Hunter Andrews, representative, and Jason Graham, owner, request approval for a preliminary plat for a major subdivision for a property located at 6214 US Hwy 98. The property is known as “Hattiesburg Market Place”, located in Lamar County, Ward 3 (PPIN 24497, 37027, and 12113).

### **Discussion and Vote:**

The planning staff introduced the case. Commissioner Conville questioned the staff about the location of the multi-tenant sign and the common areas. Chair Hinton opened the public hearing portion of the meeting. Mr. Hunter Andrews came to speak on behalf of this project. The applicant was questioned by Commissioner Conville and Vice Chair Pickett regarding the absence of turn lanes. The applicant did not have an answer to their questions. Chair Hinton closed the public portion of the meeting. Commissioner Conville asked the staff about the landscape regulations. It was explained by Mr. Satcher, Senior Planner, that the applicants had coordinated with the City Arborist in order to determine the types of trees to be planted. Cory Long, Planning Manager, announced that the City Engineer requested a condition for approval. Chair Hinton made a recommendation of adding the traffic signal and made a motion to approve the proposal with two conditions:

- Incorporating the language from the City Engineer's request (northeast access road). Any modifications to the east shared access street will require a permit from the Mississippi Department of Transportation.
- A traffic signal will be installed at the intersection of Lamar Blvd and Highway 98.

Commissioner Dawe seconded this motion.

### **Presented by:**

Hunter Andrews

### **Proponents:**

1. None

### **Opponents:**

1. None

### **Motion:**

Made by Chair Hinton to approve with conditions

### **Second:**

Made by Commissioner Dawe

### **Vote:**

| <b>Board Member</b>       | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|---------------------------|------------|------------|--------------|
| Amy Hinton, Chair         | X          |            |              |
| Rhoda Pickett, Vice Chair |            | X          |              |
| Elayne Lockett            | X          |            |              |
| Dick Conville             |            |            | ABSTAINED    |
| Carlos Wilson             | X          |            |              |
| Charles Dawe (Online)     | X          |            |              |

**Item B:**

Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner, requests approval for rezoning from B-5 (Regional Business) to R-3 (Multi-Family Residential) for a property located adjacent to 6385 Highway 49, Ward 2, Forrest County. (PPIN 26041, 26046).

**Discussion and Vote:**

The planning staff introduced the case. Commissioner Conville questioned whether this development is targeted towards students. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Gregory Griffith, the applicant, came to speak on behalf of this project. During his response to Commissioner Conville's question regarding the development's market, he also stated that anyone who is accepted into the application would be welcome. Commissioner Conville commented on the arrangement of the parking lot and buildings. Commissioner Dawe questioned the applicant about security measurements in the existing development. James Cassidy, Engineer, joined the public portion of the meeting and in response to Commissioner Conville's question about the parking lot location, he stated that the parking area arrangement is designed to ensure safety. Then Chair Hinton closed the public portion of the meeting. Mr. Satcher, Senior Planner explained to the Commissioners the conditions for approval and parking lot standards of design according to the Land Development Code. Commissioner Conville made a motion to accept the proposal under Basis II: The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. This was seconded by Commissioner Lockett.

**Presented by:**

Gregory Griffith and James Cassidy

**Proponents:**

1. None

**Opponents:**

1. None

**Motion:**

Made by Commissioner Conville to approve under Basis II

**Second:**

Made by Commissioner Lockett

**Vote:**

| <b>Board Member</b>       | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|---------------------------|------------|------------|--------------|
| Amy Hinton, Chair         | X          |            |              |
| Rhoda Pickett, Vice Chair | X          |            |              |
| Elayne Lockett            | X          |            |              |
| Dick Conville             | X          |            |              |
| Carlos Wilson             | X          |            |              |
| Charles Dawe (Online)     | X          |            |              |

**OTHER BUSINESS**

No items were presented as other business.

**Adjournment:**

The meeting was adjourned at 4:06 p.m.

**Motion:**

Made by Commissioner Lockett

**Second:**

Made by Chair Hinton

**Vote:**

| <b>Board Member</b>       | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|---------------------------|------------|------------|--------------|
| Amy Hinton, Chair         | X          |            |              |
| Rhoda Pickett, Vice Chair | X          |            |              |
| Elayne Lockett            | X          |            |              |
| Dick Conville             | X          |            |              |
| Carlos Wilson             | X          |            |              |
| Charles Dawe (Online)     | X          |            |              |

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Amy Hinton, Chair

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Cory Long, AICP, Planning Division Manager





# Memorandum

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

**From:** Nathan Satcher, Planner II, Cory Long, Planning Administrator

**cc:** Ann Jones

**Date:** Tuesday, March 5, 2024

**Re:** Take from the Table; Approve a variance request made by Stacey and Doug Thompson, owners, to deviate from the minimum 5ft width sidewalk requirement to instead allow for a 0ft sidewalk for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2. The Board of Adjustments recommended to deny on January 3rd, 2024.  
File Number: 2024-68  
Minute Book #

---

## Summary

Stacey and Doug Thompson, owners, request a variance from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk (Section 7.6, Table 7.1, Subsection 7.6.1.1 LDC) for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2 (PPIN 14268). The Board of Adjustment recommended denial on January 3rd, 2024.

## Recommendation Statement

The Board of Adjustment recommended denial on January 3rd, 2024.

Please place this on the March 5, 2024 City Council meeting for consideration.

January 2024 BOA Item: A  
Stacey and Doug Thompson, Owners  
Request for: **5ft width sidewalk variance**



**Board of Adjustment  
Case Fact Sheet**

---

**Name of Petitioners:** Stacey and Doug Thompson, Owners

|                             |                   |              |              |
|-----------------------------|-------------------|--------------|--------------|
| <b>Address of Property:</b> | <b>Tax Parcel</b> | <b>PPIN:</b> | <b>Ward:</b> |
| 5165 Old Hwy 42             | 2-028A-05-051.00  | 14268        | 2            |

---

**Request:** **Sidewalk width variance**

**Purpose of Request:** To consider a variance from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk (Section 7.6, Table 7.1, Subsection 7.6.1.1 LDC) for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2 (PPIN 14268).

**Applicant Summary:** See Attached

**Applicable Regulations:**

**SECTION 4** **Zoning Districts**

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

**SECTION 7** **Table 7.1 Design Standards**

January 2024 BOA Item: A  
 Stacey and Doug Thompson, Owners  
 Request for: **5ft width sidewalk variance**

| Table 7.1 Design Standards                                                                                                                                                                                                                                                                                                                       |          |     |      |      |      |     |     |     |     |     |     |     |     |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|------|------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| STANDARD                                                                                                                                                                                                                                                                                                                                         | DISTRICT |     |      |      |      |     |     |     |     |     |     |     |     |     |
| ■ = Required<br>× = Not required                                                                                                                                                                                                                                                                                                                 | A-1      | A-2 | R-1A | R-1B | R-1C | R-2 | R-3 | B-1 | B-2 | B-3 | B-4 | B-5 | I-1 | I-2 |
|                                                                                                                                                                                                                                                                                                                                                  |          |     |      |      |      |     |     |     |     |     |     |     |     | PMU |
| <b>7.6 Pedestrian Circulation.</b>                                                                                                                                                                                                                                                                                                               |          |     |      |      |      |     |     |     |     |     |     |     |     |     |
| <b>7.6.1 Circulation External to a Site.</b>                                                                                                                                                                                                                                                                                                     |          |     |      |      |      |     |     |     |     |     |     |     |     |     |
| 7.6.1.1 Sidewalks shall be provided along all <u>public streets</u> on the entire frontage of a development site and align with existing sidewalks on <u>adjacent properties</u> including both frontages on <u>corner lots</u> . Minimum sidewalk width is five feet. Additional width may be required as determined by Site and Design Review. | ×        | ×   | ■    | ■    | ■    | ■   | ■   | ■   | ■   | ■   | ■   | ■   | ×   | ×   |
|                                                                                                                                                                                                                                                                                                                                                  |          |     |      |      |      |     |     |     |     |     |     |     |     | ■   |

**Present Zoning:** B-5 Regional Business District

**Present Use:** Car Dealership / Nice Guys Auto

**Future Land Use:** Neighborhood Conservation District 2 and Regional Business Corridor

**Surrounding Zoning and Land Use:**  
 North: I-1 Light Industrial District  
 South: I-1 Light Industrial District  
 East: B-5 Regional Business District  
 West: B-5 Regional Business District

**Letters or Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case as of December 21<sup>st</sup>, 2023.

**History / Background:** The petitioners met with staff in Pre-App to discuss the expansion of existing parking lot for additional inventory. According to the Land Development Code Section 7.6.1.1, sidewalks are required along the street frontage and it needs to be a minimum of 5ft width with a 5ft green strip. The applicants request a variance to instead allow a 0ft sidewalk (no sidewalk).

**Basis for Approval (12.4.1.1):**

January 2024 BOA Item: A  
Stacey and Doug Thompson, Owners  
Request for: **5ft width sidewalk variance**

Approval Criteria. A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria:

I. Hardship.

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

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

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

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

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

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

## SUBJECT PARCEL

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### 5165 Old Hwy 42 — Sidewalk Variance Request

#### Stacey and Doug Thompson, Applicants

Stacey and Doug Thompson, owners, request a variance from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk (Section 7.6, Table 7.1, Subsection 7.6.1.1 LDC) for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2 (PPIN 14268).







Maxar, Microsoft, Esri Community Maps Contributors, City Of Hattiesburg, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

**Legend**

-  B-5
-  I-1

**Site Information**

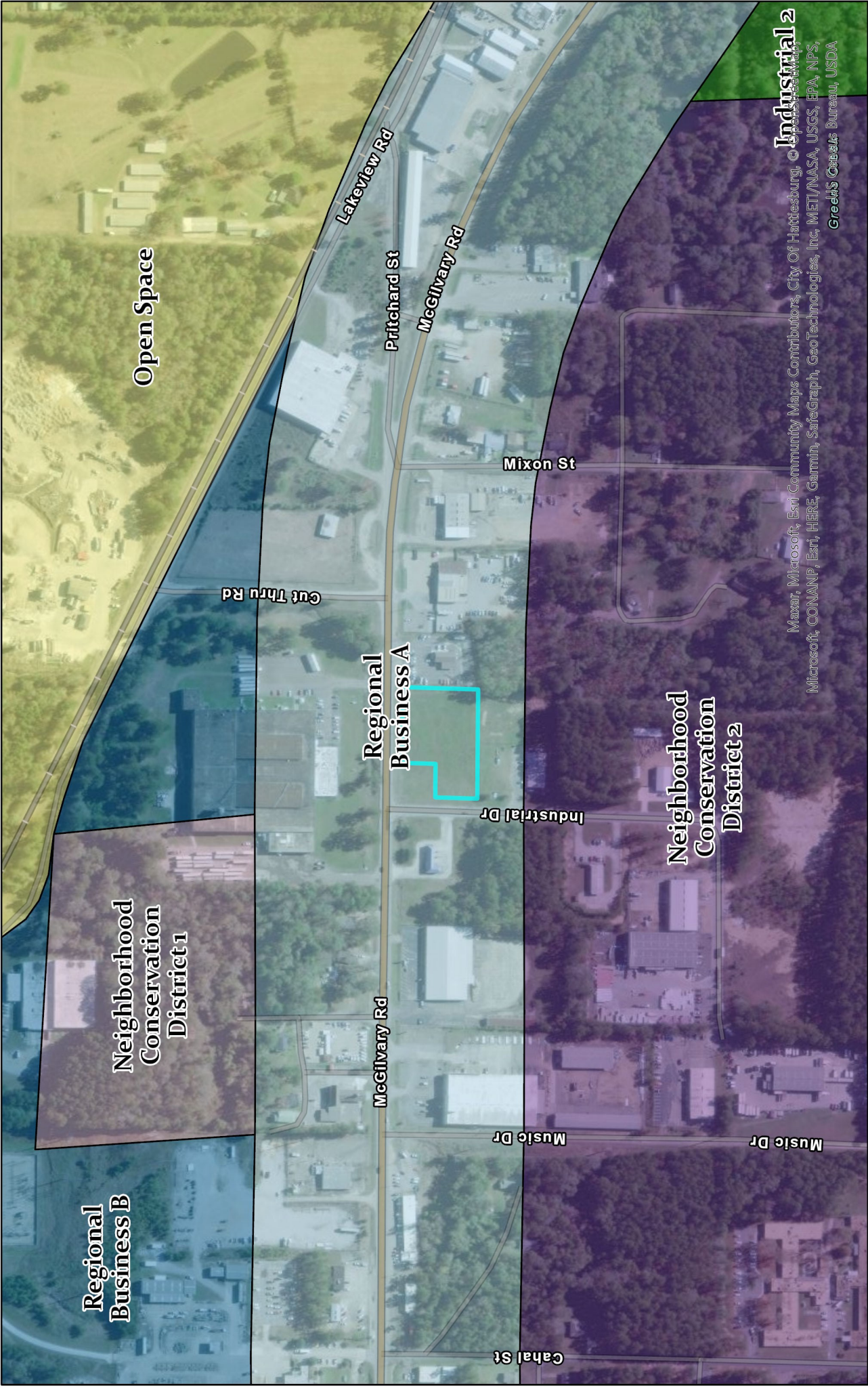
Property is located at 5165 Old Hwy 42 in Forrest County, Ward 2 (PPIN 14268).



**URBAN  
DEVELOPMENT  
PLANNING DIVISION**







**Future Land Use**

- Industrial 2
- Neighborhood Conservation District 1
- Neighborhood Conservation District 2
- Open Space
- Regional Business A
- Regional Business B

**Site Information**

Future Land Use map for 5165 Old Hwy 42 , and surrounding area. Requested area for this case is denoted in blue.



**URBAN DEVELOPMENT**  
**PLANNING DIVISION**

Maxar, Microsoft, Esri Community Maps Contributors, City Of Hattiesburg, OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, Greddy's Gazetteer Bureau, USDA





## Site Aerial





## Surrounding Area

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### Northern and Southern Directions: I-1 Light Industrial





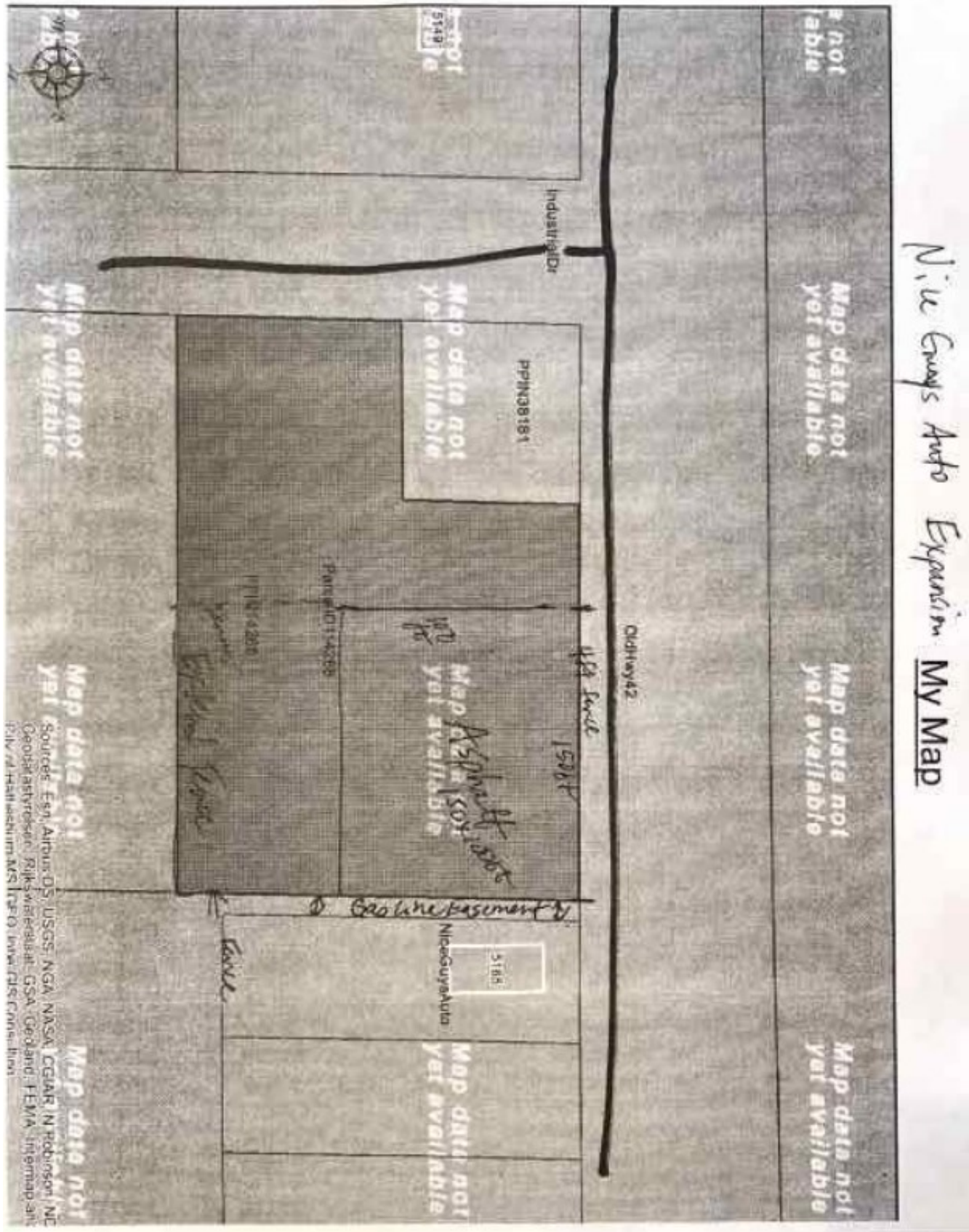
## Surrounding Area

---

### East and Western Directions: B-5 Regional Business District



## Proposed Site Plan







# URBAN DEVELOPMENT PLANNING DIVISION

## Public Hearing Application

P.O. BOX 1898 (200 Forrest Street/39401)  
Hattiesburg, MS 39403-1898

Department of Urban Development  
(601) 545-4599 or FAX (601) 545-1962

### APPLICANT:

Applicant Name: Stacy Thompson & Doug Thompson  
Project Name: Nice Guys Auto Expansion  
Proposed Use(s): asphalt display area for autos  
Project Street Address: 5165 Old Hwy 42, Hattiesburg, MS 39401  
PPIN Number(s) (if unknown, can be found on tax receipt): 14268

### Application for (check all appropriate types):

- |                                                                           |                                                      |
|---------------------------------------------------------------------------|------------------------------------------------------|
| <input checked="" type="checkbox"/> Variance (see below)                  | <input type="checkbox"/> Conditional Use (see below) |
| <input type="checkbox"/> Subdividing of Lot, Parcel, or Tract (see p. 12) | <input type="checkbox"/> Re-Zoning (see below)       |
| <input type="checkbox"/> Street or Alley Renaming (see pp. 13-14)         | <input type="checkbox"/> Overlay District            |
| <input type="checkbox"/> Vacating Street or Alley (see pp. 13-14)         | <input type="checkbox"/> Planned Mixed-Use District  |

### For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- |                                     |                                                               |                                           |
|-------------------------------------|---------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Sign       | <input type="checkbox"/> Setback (front, side, or rear _____) | <input type="checkbox"/> Off-Site Parking |
| <input type="checkbox"/> Lot Width  | <input type="checkbox"/> Lot Coverage Area                    | <input type="checkbox"/> Buffer           |
| <input type="checkbox"/> Open Space |                                                               |                                           |
- ☒ Other: Off Sidewalk

### For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- |                                                     |                                                         |
|-----------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Automotive Filling Station | <input type="checkbox"/> Telecommunications             |
| <input type="checkbox"/> Digital Billboard, New     | <input type="checkbox"/> Digital Billboard, Replacement |
| <input type="checkbox"/> Restaurant                 | <input type="checkbox"/> Solar Farm                     |
| <input type="checkbox"/> Other: _____               |                                                         |

### For Re-Zoning Only, see p. 11:

Existing Zoning: \_\_\_\_\_  
Proposed Zoning: \_\_\_\_\_

**\*PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6\***

### STAFF USE ONLY – Do Not Complete:

|                             |                             |
|-----------------------------|-----------------------------|
| Pre-Application Date: _____ | Planner: <u>John Sible</u>  |
| Parcel Number(s): _____     | Historic District(s): _____ |
| Flood Zone(s): _____        | Zoning District(s): _____   |
| Project No.: _____          |                             |
| Code Sections:              |                             |
| LDC Section No. <u>4</u>    |                             |
| Section No. _____           |                             |
| Section No. _____           |                             |
| Section No. _____           |                             |
| Section No. _____           |                             |

### RECEIVED DATE & INITIALS:

10/30/23  
MS

**PROJECT REPRESENTATIVE INFORMATION:**

**Primary:**

Name: Stacy Thompson / D+S Real Estate Holdings

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

☐ Other (please specify): \_\_\_\_\_

Phone: 601 517 2311 Fax: \_\_\_\_\_ Email: slowen22@aol.com

Mailing Address: 19 Medinah Dr, Hattiesburg, MS 39402

**Secondary:**

Name: Doug Thompson / D+S Real Estate Holdings

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

☐ Other (please specify): \_\_\_\_\_

Phone: 601 336 9095 Fax: \_\_\_\_\_ Email: niceguys\_auto@yahoo.com

Mailing Address: 19 Medinah Dr Hattiesburg, ms 39402

**Other(s):**

Name: \_\_\_\_\_

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

☐ Other (please specify): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Name: \_\_\_\_\_

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

☐ Other (please specify): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_



### FOR VARIANCE APPLICANTS:

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

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

#### **Approval Criteria.**

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

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

The Section of Old Hwy 42 that makes up the road frontage of property slopes to a great degree from the highway which would require a great deal of backfill, etc. to form a "sidewalk island" along a 150 ft section of Old Hwy 42. This would create a financial hardship hindering out expansion of asphalt.

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

Along this stretch of Hwy 42, there is currently no existing or newly constructed sidewalks. Nor does this property connect with any property owners along Old Hwy 42. The property ends @ Industrial Drive.

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

Again, the construction of a sidewalk along a 150 ft section of Old Hwy 42 would be very costly, create a "sidewalk island" as no other property owners have sidewalks along this stretch of highway.

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

The financial burden of constructing a 150 ft sidewalk would ~~create a~~ hinder the expansion of our small business.

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

By granting a 0 ft sidewalk variance, Dia Guys Auto will be able to proceed w/ display area expansion without the financial hardship of constructing a 5 ft sidewalk.

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

This area of land (highway) does not connect to another property owner. By granting a variance of a 0 ft sidewalk, this will not conflict with the purpose or intent expressed in the Land Development Code.

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





DEED

**Bk:1324 Page:460-462**

**RCD: 10/18/2019 @10:21:32AM**

**FORREST COUNTY, MS**

**JIMMY C. HAVARD CHANCERY CLERK**

---

**PREPARED BY**

Benjamin A. Snow, Esq.

MSB 102972

The Law Office of Benjamin A. Snow, PLLC

14 Bellegrass Boulevard

Hattiesburg, MS 39402

Email: ben@bensnowlaw.com

---

**RETURN TO:**

Benjamin A. Snow, Esq.

MSB 102972

The Law Office of Benjamin A. Snow, PLLC

14 Bellegrass Boulevard

Hattiesburg, MS 39402

Email: ben@bensnowlaw.com

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Indexing Instructions: Lot 1, Block 1, Commerce Park Subdivision AND Part of Lot 1, Block 1, T.J. Mixon Subdivision

---

**WARRANTY DEED**

---

STATE OF MISSISSIPPI  
COUNTY OF FORREST

**GRANTOR:**

**Advanced Restoration Services, LLC**

**A Mississippi limited liability company**

Post Office Box 1184

Purvis, MS 39475

(601) 270 - 1343

**GRANTEE:**

**D & S Real Estate Holdings, LLC**

**A Mississippi limited liability company**

19 Medinah Drive

Hattiesburg, MS 39402

(601) 955-4436

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Advanced Restoration Services, LLC**, a Mississippi Limited Liability Company, does hereby sell, convey and warrant unto **D & S Real Estate Holdings, LLC**, a Mississippi Limited Liability Company, a certain lot or parcel of land lying and being situated in the County of Forrest, State of Mississippi, more particularly described as follows, to-wit:

**Lot 1, Block 1, Commerce Park, a subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the plat on file in the office of the Chancery Clerk of Forrest County, Mississippi, in Plat Book 13 at Page 2 (Cabinet B at Slide 26); all together with all improvements thereon and appurtenances thereunto belonging.**

**AND ALSO:**

**A part of Lot 1, Block 1, of the T.J. Mixon Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit: Commencing at the NW corner of Lot 1, Block 1 of said subdivision and run thence East for a distance of 20 feet to and for the Point of Beginning, thence continue East for a distance of 70 feet; run thence South for a distance of 200 feet; run thence West for a distance of 70 feet; run thence North for a distance of 200 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.**

**AND ALSO:**

**A part of Lot 1, Block 1, of the T.J. Mixon Subdivision in the City of Hattiesburg, Forrest County, Mississippi, described as: Commencing at the NW corner of said Lot 1, and run East 90 feet to Point of Beginning, thence run East 65 feet; thence run South 200 feet; thence run West 65 feet; thence run North 200 feet to the Point of Beginning, together with all improvements thereon and appurtenances thereunto belonging.**

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date based on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agree to pay to said grantee or their assigns any deficit on actual proration and likewise, the grantee agree to pay to grantor any amount overpaid by it.

THIS conveyance is subject to any and all protective covenants, building restrictions, rights of way, easements, mineral reservations, unrecorded servitudes and conveyances applicable to the above described property.

*Signature page to follow.*

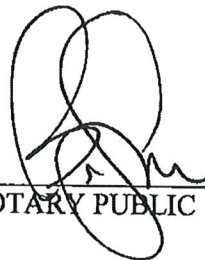
WITNESS MY SIGNATURE, on this 17th day of October, 2019.

**Advanced Restoration Services, LLC**  
a Mississippi Limited Liability Company

By:   
Brian Parker, Member/President

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of October, 2019, within my jurisdiction, the within named **Brian Parker**, who acknowledged that he was Member/President of Advanced Restoration Services, LLC, a Mississippi limited liability company and that he executed the above and foregoing instrument on behalf of said company after first being authorized so to do.

  
NOTARY PUBLIC



FORREST COUNTY, MS JIMMY C. HAVARD  
I CERTIFY THIS INSTRUMENT WAS FILED ON 10/18/2019 10:21:32 AM AND RECORDED IN DEED BOOK:1324 PAGE:Pages 460 - 462

RECEIPT (TRC-146906-27-10-2023)  
FOR TYLER TECHNOLOGIES

**BILLING CONTACT**

Stacy and Doug Thompson  
19 Medinah DR  
Hattiesburg, MS 39402



Payment Date: 10/27/2023

| Reference Number                      | Fee Name         | Transaction Type | Payment Method   | Amount Paid      |
|---------------------------------------|------------------|------------------|------------------|------------------|
| VARI-000747-2023                      | Variance Request | Fee Payment      | Check<br>#002498 | \$175.00         |
| 5165 OLD HWY 42 HATTIESBURG, MS 39401 |                  |                  |                  | <b>SUB TOTAL</b> |
|                                       |                  |                  |                  | <b>\$175.00</b>  |

**TOTAL \$175.00**



**OWNER AFFIDAVIT PAGE**

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

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at  
5165 Hwy 42 HATTIESBURG MS 39401  
Street Address City State  
on this the 29<sup>TH</sup> day of OCTOBER, 2023.

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

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Douglas J. Thompson  
Property Owner (print)

Doug J Thompson  
Property Owner (signature)

STATE OF MS

COUNTY OF FORREST

Personally came and appeared before me, the within named

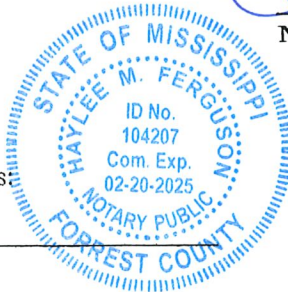
Douglas J. Thompson  
who signed and delivered the above and foregoing instrument as and for their free act and deed on  
the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the  
subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27<sup>th</sup> day of  
October, 2023.

Haylee M. Ferguson  
NOTARY PUBLIC

My Commission Expires:

2/20/2025



## APPLICANT AFFIDAVIT PAGE

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

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at 5165 Old Hwy 42, Hattiesburg, ms 39401,  
Street Address City State  
on this the 27<sup>th</sup> day of October, 2023.

Stacy Thompson  
Applicant (print)

Stacy Thompson  
Applicant (signature)

STATE OF ms

COUNTY OF Forrest

Personally came and appeared before me, the within named

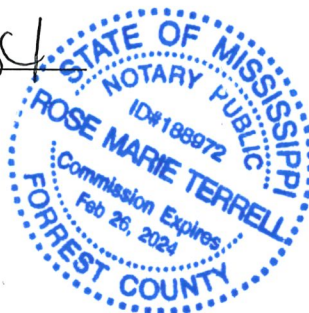
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 27<sup>th</sup> day of October, 2023.

Rose Marie Terrell  
NOTARY PUBLIC

My Commission Expires:

Feb 26, 2024





October 29, 2023

To Whom it May Concern:

Please accept this letter as support for the expansion of Nice Guys Auto display area and our approval in granting a variance to allow this expansion without the required 5 ft sidewalk construction.

Nice Guys Auto and the Thompsons have been our small business neighbors the past 3 years. The newly constructed office and upkeep have improved the area around our business Gilliland Electronics. We hope you consider this expansion of this small business without the added financial burden of constructing a sidewalk in an area with very little pedestrian traffic.

Please do not hesitate to contact us if we can be of any assistance in the matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joe L. Gilliland". The signature is fluid and cursive, with the first name "Joe" and last name "Gilliland" clearly distinguishable.

Gilliland Electronics  
72 Industrial Dr  
Hattiesburg, MS 39401

October 27, 2023

To the Members of Hattiesburg Planning Commission:

I am writing on behalf of Doug and Stacy Thompson and the expansion of Nice Guys Auto. I support the approval of the addition of a display area without the construction of a 5 ft wide sidewalk. Nice Guys Auto is a reputable business and we are happy to have them as neighbors. I ask that you allow them to complete the project without the additional cost of a sidewalk construction that would not affect positively or negatively our immediate area along Old Hwy 42.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read 'Wesley Holifield', written in a cursive style.

Wesley Holifield

South State Enterprises  
DBA Abco Towing  
5175 Old Highway 42  
Hattiesburg, MS 39401

**MINUTES OF THE  
REGULAR MEETING OF THE  
BOARD OF ADJUSTMENT**

**January 3<sup>rd</sup>, 2023**

The Hattiesburg Board of Adjustment did meet in regular session on January 3<sup>rd</sup>, at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

**Board Members Roll Call:**

Members Present:

1. Shawn Harris, Chair
2. Richard Conville
3. Hernan Dungan
4. John Eye
5. Jessica Cathey
6. Eric Boney
7. James Trusell
8. Brandon E. Williams
9. Bernard Green

Members Absent:

1. Stacey Ready
2. James Trussell

**Staff Present:**

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. Andrea Garcia, Planner I
4. Sabrina Wells, Planning Intern

Chair Harris declared the Board of Adjustment meeting open and in session at 3:36 p.m.

**AGENDA REVIEW**

There came the matter of the January 2024 Agenda. A motion was made by Mr. Conville to approve the agenda and was seconded by Mr. Williams. All members presented voted in favor of the motion.

**Motion:**

Made by Richard Conville

**Second:**

Made by Brandon E. Williams

**Vote:**

| <b>Board Member</b>  | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|----------------------|------------|------------|--------------|
| Shawn Harris (Chair) | X          |            |              |
| Richard Conville     | X          |            |              |
| Hernan Dungan        | X          |            |              |
| James Trusell        | X          |            |              |
| John Eye             | X          |            |              |
| Jessica Cathey       | X          |            |              |
| Brandon E. Williams  | X          |            |              |
| Eric Boney           | X          |            |              |

**MINUTES REVIEW**

Chair Harris made a motion to approve the November 1<sup>st</sup> minutes. All members presented voted in favor of the motion.

**Motion:**

Made by Brandon E. Williams

**Second:**

Made by James Trussell

**Vote:**

| <b>Board Member</b>  | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|----------------------|------------|------------|--------------|
| Shawn Harris (Chair) | X          |            |              |
| Richard Conville     | X          |            |              |
| Hernan Dungan        | X          |            |              |
| James Trusell        | X          |            |              |
| John Eye             | X          |            |              |
| Jessica Cathey       | X          |            |              |
| Brandon E. Williams  | X          |            |              |
| Eric Boney           | X          |            |              |

**PLANNING REPORT**

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the last two cases reviewed by Board of Adjustment, were approved by City Council (Coney Island and kennel variance on McCall St).

## **CHAIR'S REPORT**

The Chair did not have a report for the meeting.

## **INTRODUCTIONS**

Board of Adjustment members and Staff introduced themselves.

## **PUBLIC HEARING – Board of Adjustment**

### **Item A:**

Stacey and Doug Thompson, owners, request a variance from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk (Section 7.6, Table 7.1, Subsection 7.6.1.1 LDC) for a proposed expansion located at 5165 Old Hwy 42 in Forrest County, Ward 2 (PPIN 14268).

### **Discussion and Vote:**

Staff introduced the case. Chair Harris opened the public portion of the meeting. Ms. Stacey Thompson came to speak on behalf of the project. Mr. Eye raised a question about the feasibility of putting a sidewalk in the area. It was stated by Mr. Conville that he has concerns about the future of Old Hwy 42 corridor and that it should be a walkable area. Chair Harris closed the public portion of the meeting for discussion. A discussion was held among Board members regarding the need for sidewalks for pedestrians and neighborhoods along this corridor, as well as its future. Mr. Eye made a motion to deny this variance and Ms. Cathey seconded the motion.

### **Presented by:**

1. Stacey Thompson

### **Proponents:**

1. None

### **Opponents:**

1. None

### **Motion:**

Made by John Eye to deny

### **Second:**

Made by Jessica Cathey

### **Vote:**

| <b>Board Member</b>  | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|----------------------|------------|------------|--------------|
| Shawn Harris (Chair) | X          |            |              |
| Richard Conville     | X          |            |              |
| Hernan Dungan        | X          |            |              |

|                     |   |   |  |
|---------------------|---|---|--|
| James Trusell       |   | X |  |
| John Eye            | X |   |  |
| Jessica Cathey      | X |   |  |
| Brandon E. Williams |   | X |  |
| Eric Boney          |   | X |  |
| Bernard Green       |   | X |  |

### **OTHER BUSINESS**

A discussion regarding the proposed By-laws was made. Mr. Cory Long, Planning Manager, talked about the the number of application and variances received by the Planning Department during year 2023. In addition, members proposed creating a nominating committee for Board of Adjustment meetings. The motion to create a nominating committee was made by Chair Harris and seconded by Mr. Green.

#### **Motion:**

Made by Chair Harris

#### **Second:**

Made by Bernard Green

| <b>Board Member</b>        | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|----------------------------|------------|------------|--------------|
| Shawn Harris (Chair)       | X          |            |              |
| Richard Conville           | X          |            |              |
| Hernan Dungan              | X          |            |              |
| James Trusell              | X          |            |              |
| John Eye                   | X          |            |              |
| Jessica Cathey             | X          |            |              |
| Brandon E. Williams        | X          |            |              |
| Eric Boney                 | X          |            |              |
| Bernard Green (Vice Chair) | X          |            |              |

#### **Adjournment:**

The meeting was adjourned at 4:45 p.m.

#### **Motion:**

Made by Chair Harris

#### **Second:**

Made by Herman Dungan

#### **Vote:**

| <b>Board Member</b>  | <b>Yea</b> | <b>Nay</b> | <b>Other</b> |
|----------------------|------------|------------|--------------|
| Shawn Harris (Chair) | X          |            |              |
| Richard Conville     | X          |            |              |



|                            |   |  |  |
|----------------------------|---|--|--|
| Hernan Dungan              | X |  |  |
| James Trusell              | X |  |  |
| John Eye                   | X |  |  |
| Jessica Cathey             | X |  |  |
| Brandon E. Williams        | X |  |  |
| Eric Boney                 | X |  |  |
| Bernard Green (Vice Chair) | X |  |  |

---

Shawn Harris, Chair

---

Cory Long, AICP, Planning Division Manager



# Memorandum

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

**From:** Ann Jones, Chief Administrative Officer

**cc:**

**Date:** Tuesday, March 5, 2024

**Re:** Adopt a Resolution declaring the intention of the Mayor and City Council of the City of Hattiesburg, Mississippi (The "City"), to issue General Obligation Bonds of the City and/or issue a General Obligation Bond of the City for sale to the Mississippi Development Bank (The "Bank"), in one or more taxable or tax-exempt series, all in an aggregate principal amount not exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) for various Capital Improvements Projects within the City as provided herein; directing the publication of a notice of such intention; and for related purposes.

**File Number: 2024-124**  
**Minute Book #**

---

## Summary

ADOPT A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY and/or ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK"), IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS WITHIN THE CITY AS PROVIDED HEREIN; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

## Recommendation Statement

I recommend that this resolution be adopted.

Please place this on the March 5, 2024 City Council meeting for consideration.

## NOTICE OF RESOLUTION OF INTENT

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, took up for consideration the matter of providing financing for certain capital improvement projects of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

**RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK"), IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS WITHIN THE CITY AS PROVIDED HEREIN; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.**

**WHEREAS**, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**City Bond Act**") to issue general obligation bonds for the purposes set forth therein, including, but not limited to, any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (collectively, the "**Project**").

2. The City is also authorized under Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Bank**") to finance the costs of the Project.

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

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

5. As of March 1, 2024, (a) the assessed value of all taxable property within the City, according to the last completed assessment for taxation is \$543,888,407, and (b) the City has (i)

outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act in the amount of \$52,999,178, and (ii) outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of \$52,999,178.

6. The Bonds and/or the City Bond, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds and/or the City Bond, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

7. There has been no increase in said bonded and floating general obligation indebtedness of the City since March 1, 2024.

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

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

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

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

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

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

**SECTION 3.** The Bonds and/or the City Bond may be issued in one or more taxable or tax-exempt series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City Bond, including, but not limited to, revenues of the combined water and sewer system of the City.

**SECTION 4.** The Governing Body proposes to direct the issuance of all or any portion or series of the Bonds and/or the City Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in the City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on April 16, 2024, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the "City Clerk") in the City Clerk's office located at City Hall, against the issuance of the Bonds and/or the City Bond on or before 4:00 o'clock p.m. on April 16, 2024, then the Bonds and/or the City Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no written protest is filed, then the Bonds and/or the City Bond may be issued and sold, in one or more taxable or tax-exempt series, without an election on the question of the issuance thereof at any time within a period of two (2) years after April 16, 2024.

**SECTION 5.** This resolution shall be published once a week for at least three (3) consecutive weeks in *The Pine Belt News*, a newspaper published in the City of Hattiesburg, Mississippi, and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date.

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

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

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

[Remainder of Page Left Blank Intentionally]



The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ and was adopted by the following roll call vote, to wit:

**YEAS:**

**NAYS:**

**ABSENT:**

The President thereby declared the motion carried and the Intent Resolution adopted this the 5th day of March 2024.

**(SEAL)**

**ATTEST:**

**ADOPTED:**

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

\_\_\_\_\_  
**PRESIDENT**

The above and foregoing Intent Resolution having been submitted to and approved by the Mayor, this the 5th day of March 2024.

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

\_\_\_\_\_  
**MAYOR**

**Publish as a legal notice for four (4) consecutive weeks on March 21 and 28 and April 4 and April 11, 2024.**



# Memorandum

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

**From:** Ann Jones, Chief Administrative Officer

**cc:**

**Date:** Tuesday, March 5, 2024

**Re:** Adopt a Resolution of the Mayor and the City Council of the City of Hattiesburg, Mississippi (the City") authorizing the employment of Professionals in connection with the sale and issuance by the City of General Obligation Bonds of the City and/or a General Obligation Bond of the City for sale to the Mississippi Development Bank (the "City Bond"), in one or more taxable or tax-exempt series, all in an aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000); and for related purposes.  
File Number: 2024-125  
Minute Book #

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## Summary

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (the "City") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH the sale and issuance by THE CITY of GENERAL OBLIGATION BONDS OF the CITY and/or A GENERAL OBLIGATION BOND OF the CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK (the "City Bond"), IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED Seven Million FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000); AND FOR RELATED PURPOSES.

## Recommendation Statement

I recommend that this Resolution be adopted.

Please place this on the March 5, 2024 City Council meeting for consideration.

## EMPLOYMENT RESOLUTION

The Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), acting for and on behalf of the City, took up for consideration the matter of employing professionals, and after a discussion of the subject matter, the following resolution was presented for consideration:

**RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE SALE AND ISSUANCE BY THE CITY OF GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK (THE "CITY BOND"), IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000); AND FOR RELATED PURPOSES.**

**WHEREAS**, the Governing Body, acting for and on behalf of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act"), to issue general obligation bonds for the purposes set forth therein, but not limited to, any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (the "Project"); and

**WHEREAS**, the Governing Body, acting for and on behalf of the City, is also authorized under Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), and other applicable laws of the State of Mississippi (the "State"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project; and

**WHEREAS**, the Project is in accordance with and in furtherance of the provisions of the Act; and

**WHEREAS**, Governing Body is authorized to provide financing for the costs of the Project either (a) through the issuance of general obligation bonds of the City (the "Bonds"), in one or more taxable or tax-exempt series, pursuant to the City Bond Act, and/or, (b) through the issuance of a general obligation bond of the City to be sold to the Bank (the "City Bond"), in one or more taxable or tax-exempt series, pursuant to the Act, all in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000); and

**WHEREAS**, in connection with the execution and delivery of the documentation necessary to secure the sale and issuance of the Bonds and the City Bond, the Governing Body now desires to engage Butler Snow LLP, Ridgeland, Mississippi, as bond counsel (the “**Bond Counsel**”); Moran M. Pope III, Hattiesburg, Mississippi, as counsel to the City (the “**City Counsel**”), and Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, as independent registered municipal advisor (the “**Municipal Advisor**”) to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Bonds and the City Bond subject to the approval of the Governing Body of the City; and

**WHEREAS**, in connection with the execution and delivery of the documentation necessary to secure the sale and issuance of the City Bond, the Governing Body now desires to engage Raymond James & Associates, Inc., Memphis, Tennessee, as Placement Agent and/or Underwriter (“**RJ**”, and together with Bond Counsel, City Counsel and the Municipal Advisor, the “**Professionals**”).

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

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

**SECTION 2.** The terms of employment for Bond Counsel are set forth in the engagement letter (the “**Engagement Letter**”) attached hereto as **EXHIBIT A**. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby approved and authorized.

**SECTION 3.** In connection with the employment of Municipal Advisor, the City is hereby requested to execute the Independent Registered Municipal Advisor (IRMA) Representation letter (the “**M/A IRMA Letter**”) attached hereto as **EXHIBIT B**. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby authorized, acting for and on behalf of the City, to execute said M/A IRMA Letter.

**SECTION 4.** Raymond James & Associates, Inc., Memphis, Tennessee, is hereby selected to serve as Placement Agent and/or Underwriter in connection with the sale and issuance of the City Bond. The Mayor of the City, the President of the Governing Body and/or the City Clerk of the City, acting for and on behalf of the City, is hereby authorized, acting for and on behalf of the City, to execute said RJ letter attached hereto as **EXHIBIT C**.

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

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ and was adopted by the following roll call vote, to wit:

**YEAS:**

**NAYS:**

**ABSENT:**

The President thereby declared the motion carried and the resolution adopted this the 5th day of March 2024.

**(SEAL)**

**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 March 2024.

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

\_\_\_\_\_  
**MAYOR**

**EXHIBIT A**

**BOND COUNSEL ENGAGEMENT LETTER**



**EXHIBIT B**  
**M/A IRMA LETTER**

**EXHIBIT C**  
**RJ LETTER**

March 5, 2024

**VIA EMAIL**

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

Re: Not to exceed \$7,500,000 City of Hattiesburg, Mississippi (the "City"), (a) general obligation bonds (the "Bonds"), and/or (b) general obligation bond to be sold to the Mississippi Development Bank (the "Bank") (the "City Bond") (together the "GO Financing")

Dear Mayor and City Council:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Hattiesburg, Mississippi (the "City" or "Borrower") in connection with the above-referenced GO Financing. We understand that the Mayor and City Council of the City, is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), to issue the Bonds and/or City Bond for the purposes set forth therein, including, but not limited to, any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (collectively, the "Project"). We further understand that you, as the Borrower, will be responsible for paying our fees as bond counsel from the proceeds of the GO Financing.

**SCOPE OF ENGAGEMENT**

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

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

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Ridgeland, MS 39158-6010

ELIZABETH L. CLARK  
601.985.4406  
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Suite 1400  
1020 Highland Colony Parkway  
Ridgeland, Mississippi 39157

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BUTLER SNOW LLP

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

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

4. Review legal issues relating to the structure of the GO Financing; and

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

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

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

8. If applicable, draft the continuing disclosure undertaking of the City.

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

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

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds and/or the City Bond, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

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

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

(d) Drafting State constitutional or legislative amendments;

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

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

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

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

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

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

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

#### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds and/or the City Bond, particularly as to the authorization, execution and delivery of Bond documents. We assume that all other parties, including the Bank, if applicable, will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. In performing our services as bond counsel, we will represent the interest of the Borrower and the Bank, if applicable. We

will not be representing any other party and will not be acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

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

### **PROSPECTIVE CONSENT**

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

### **FEES**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the GO Financing; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee for the Bonds and/or City Bond will not exceed one percent (1%) of the par amount of any series of the Bonds and/or City Bond; plus any of the fees with respect to the preparation and distribution of the Official Statement describe above in Paragraph 6, if applicable; and plus expenses for the Bonds and/or the City Bond for items such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses (excluding any State Bond Attorney fee and expenses if paid by Bond Counsel).

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

Mayor and City Council  
City of Hattiesburg, Mississippi  
March 5, 2024  
Page 5

### **RECORDS**

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

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

[Remainder of Engagement Letter left blank intentionally.]



Mayor and City Council  
City of Hattiesburg, Mississippi  
March 5, 2024  
Page 6

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

Sincerely,

Butler Snow LLP



Elizabeth Lambert Clark

Enclosures

**STATEMENT TO BE SIGNED BY CITY OF HATTIESBURG, MS:**

**The execution by me of the above Engagement Letter was authorized by Resolution of the City Council of the City dated March 5, 2024. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.**

**CITY OF HATTIESBURG, MS**

**By: \_\_\_\_\_**  
**Authorized Officer**

**Date: March 5, 2024**

## ENGAGEMENT LETTER FOR MUNICIPAL ADVISORY SERVICES

Municipal Advisors of Mississippi, Inc. ("**Municipal Advisor**") appreciates the opportunity to serve as municipal advisor to **CITY OF HATTIESBURG, MISSISSIPPI**, ("**Client**"). Upon your acceptance, this engagement letter (**the "Agreement"**) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (**the "Effective Date"**).

### 1. Scope of Services.

- (a) **Services to be provided.** Municipal Advisor is engaged by Client as its municipal advisor to provide services with respect to the issuances of municipal securities ("**Issues**") set forth in the attached Appendix A, as amended or supplemented from time to time (**the "Scope of Services"**):
- (b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:
  - (i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.
  - (ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.
  - (iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
  - (iv) If Client has designated Municipal Advisor as its independent registered municipal advisor ("**IRMA**") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (**the "IRMA exemption"**) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor's activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.
- (c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

- ### 2. Municipal Advisor's Regulatory Duties When Servicing Client.
- MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a

reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

### 3. **Term of this Engagement.**

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, at the close of business on the settlement date for the Issue. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

### 4. **Compensation.**

(a) **Fees and expenses.** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth below:

**Fees for this engagement shall be in an amount not to exceed Thirty Five Basis Points (.35%) of the Par Value of the Transaction.**

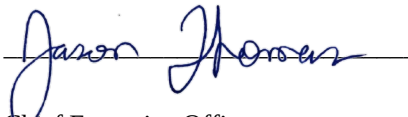
(b) **Limitation of liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client, to the extent allowed by Mississippi law, for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. **Required Disclosures.** MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.
6. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Mississippi.
7. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
8. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.
9. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with

any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

10. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
11. **Authority.** The undersigned represents and warrants that the undersigned has full legal authority to execute this Agreement on behalf of Client. The individuals set forth in the attached Appendix B, as amended from time to time, have the authority to direct Municipal Advisor's performance of its activities under this Agreement
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

**MUNICIPAL ADVISORS OF MISSISSIPPI, INC.**

By:   
Title: Chief Executive Officer

Date: March 5<sup>th</sup>, 2024

**ACCEPTED AND AGREED:**

**CITY OF HATTIESBURG, MISSISSIPPI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## APPENDIX A - SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities checked below with respect to the planned issuance of the **\$7,500,000 (NOT TO EXCEED) CITY OF HATTIESBURG GENERAL OBLIGATION BOND, SERIES 2024 (the “Issue”)**. In addition, Municipal Advisor is designated as Client’s independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the aspects of the Issue(s) described in this Appendix A.

Municipal Advisor shall undertake the following activities for or on behalf of Client with respect to the Issue in carrying out this engagement, as directed by Client:

**A. New Issues.** Provide the following services with respect to Client’s new Issue:

- |                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Evaluate options or alternatives with respect to the proposed new Issue                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent                                                                                                           |
| <input checked="" type="checkbox"/> Review recommendations made by other parties to Client with respect to the new Issue                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client’s selection of a winning bidder                                                                                                                        |
| <input checked="" type="checkbox"/> Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue                                                                                                                                                                                                    | <input checked="" type="checkbox"/> In a negotiated sale, assist Client in the selection of underwriters                                                                                                                                                                                                                     |
| <input checked="" type="checkbox"/> Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans                                                                                                                       | <input type="checkbox"/> At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients                                                                                                                                                   |
| <input checked="" type="checkbox"/> Assist Client in establishing a plan of financing                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter’s pricing and offer to purchase |
| <input checked="" type="checkbox"/> Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters                                                                                                                                                        |
| <input type="checkbox"/> Prepare the financing schedule                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> Review required underwriter disclosures to Client                                                                                                                                                                                                                                        |
| <input type="checkbox"/> Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum                                                                                                                                   | <input checked="" type="checkbox"/> Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue                                                                                                                                  |
| <input checked="" type="checkbox"/> Consult and meet with representatives of Client and its agents or consultants with respect to the Issue                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> Respond to questions from bidders, underwriters or potential investors                                                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> Attend meetings of Client’s governing body, as requested                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers                                                                                                 |
| <input checked="" type="checkbox"/> Advise Client on the manner of sale of the Issue                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue                                                                                           |
| <input checked="" type="checkbox"/> Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement                                                                                                                             | <input checked="" type="checkbox"/> Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds                                                                                                                                                                                              |
| <input type="checkbox"/> If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter | <input type="checkbox"/> Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service                                                                        |
| <input checked="" type="checkbox"/> If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                              |
| <input type="checkbox"/> Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                              |

☒ Provide such other usual and customary financial advisory services as may be requested by Client

**B. Limited IRMA Extension of Scope of Services for Certain Third-Party Recommendations.** In addition to the review of recommendations made by other parties as provided for elsewhere in this Appendix A, provide the following services as Client's designated independent registered municipal advisor with regard to the following limited matters:

- ☒ Review recommendations made by other parties to Client with respect to any actual or potential issuance of municipal securities by Client other than an Issue as defined in this Appendix A; provided that the review of a third-party recommendation relating to a particular actual or potential issuance of municipal securities not otherwise considered an Issue under this Appendix A shall not result in the Scope of Services being expanded to include all actual or potential issuances of municipal securities that are not otherwise considered Issues hereunder
- ☐ Review recommendations made by other parties to Client with respect to any actual or potential municipal financial product of Client other than a Product as defined in this Appendix A; provided that the review of a third-party recommendation relating to a particular actual or potential municipal financial product not otherwise considered a Product under this Appendix A shall not result in the Scope of Services being expanded to include all actual or potential municipal financial products that are not otherwise considered Products hereunder

**APPENDIX B - AUTHORIZED PARTIES**

Enter the name, title, phone number and e-mail address of each person who is authorized to direct the firm’s activities as municipal advisor under the engagement.

1.

Name

Title

Work Phone

Email Address

2.

Name

Title

Work Phone

Email Address

3.

Name

Title

Work Phone

Email Address

4.

Name

Title

Work Phone

Email Address

5.

Name

Title

Work Phone

Email Address

6.

Name

Title

Work Phone

Email Address



**DISCLOSURE STATEMENT  
MUNICIPAL ADVISORS OF MISSISSIPPI, INC.**

This Disclosure Statement is provided by Municipal Advisors of Mississippi, Inc. (“MAofMS”) to the **CITY OF HATTIESBURG, MISSISSIPPI (“Client”)** in connection with the Municipal Advisor Engagement Letter dated **MARCH 5<sup>th</sup>, 2024** (the “**Agreement**”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of MAofMS required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

**DISCLOSURES OF CONFLICTS OF INTEREST**

MAofMS hereby makes the disclosures set forth below with respect to material conflicts of interest in connection with performance of the Scope of Services under the Agreement, together, if applicable, with explanations of how MAofMS addresses or intends to manage or mitigate each conflict.

- |                                                                                                                                                                                                                                                                                                                                                                                        | <u><b>Potential<br/>Conflict</b></u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| (a) Except for those marked as potential conflicts, none of the following entities have provided any advice, services, or products to or on behalf of Client that are directly related to the Scope of Services to be performed by MAofMS, including advice with respect to the structure, timing, terms, and other similar matters concerning municipal financial products or issues: |                                      |
| ▶ Southern Mississippi Planning & Development District (“SMPDD”)*                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>             |
| ▶ Southern Mississippi Investment Corporation                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/>             |
| (b) Unless the potential conflict box is checked, MAofMS has not made any payments, directly or indirectly, to obtain or retain its engagement to perform municipal advisory activities for Client.                                                                                                                                                                                    | <input type="checkbox"/>             |
| (c) Unless the potential conflict box is checked, MAofMS has not accepted any payments from any third parties to enlist its recommendation to Client of its services, any municipal securities transaction, or any municipal financial product.                                                                                                                                        | <input type="checkbox"/>             |
| (d) Unless the potential conflict box is checked, MAofMS does not maintain any fee-splitting arrangements with any provider of investments or services to Client.                                                                                                                                                                                                                      | <input type="checkbox"/>             |
| (e) If the potential conflict box is not checked, MAofMS is not aware, after reasonable inquiry, of any other actual or potential conflicts of interest that could reasonably be anticipated to impair its ability to provide advice to or on behalf of Client in accordance with the standards of conduct of described in MSRB Rule G-42(a).                                          | <input checked="" type="checkbox"/>  |

*\* MAofMS is a wholly owned subsidiary of SMPDD. Fifteen counties in Southern Mississippi pay dues to SMPDD and representatives of each sit on its board. Member municipalities do not pay dues to SMPDD. Current board members are listed in the attached Disclosure Schedule.*

**Please refer to the attached Disclosure Schedule, which is incorporated into and made part of this Disclosure Statement, for explanations as to how MAofMS addresses or intends to manage or mitigate conflicts related to its compensation structure and any additional potential conflicts identified above.**

**DISCLOSURES OF LEGAL AND DISCIPLINARY EVENTS**

There are no legal or disciplinary events material to Client’s evaluation of MAofMS or the integrity of MAofMS’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC. There have been no material changes to such information made to any such Form MA or Form MA-I since the dates on which they were initially filed with the SEC.

## DISCLOSURE SCHEDULE

This Disclosure Schedule is provided by MAofMS to Client as part of the Disclosure Statement and describes how MAofMS addresses or intends to manage or mitigate the material conflicts identified thereon.

As general mitigations of the conflicts identified on the Disclosure Statement, MAofMS mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates MAofMS to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to MAofMS's financial or other interests. MAofMS's municipal advisory supervisory structure provides strong safeguards against individual representatives of MAofMS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict identified on the Disclosure Statement.

SMPDD assists 15 counties and 38 municipal governments in the geographic service area encompassing Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jefferson Davis, Jones, Lamar, Marion, Pearl River, Perry, Stone and Wayne Counties.

| SMPDD Board of Directors  |                                                      |                     |                                         |
|---------------------------|------------------------------------------------------|---------------------|-----------------------------------------|
| <b>President</b>          |                                                      |                     |                                         |
| <b>1st Vice President</b> | Calvin C. Newsom, Marion County Board of Supervisors |                     |                                         |
| <b>2nd Vice President</b> | David Hogan, Workforce Private Sector Rep.           |                     |                                         |
| <b>Treasurer</b>          | Bobby R. Bolton, Perry County Minority Rep.          |                     |                                         |
| <b>Secretary</b>          | Scott Strickland, Workforce Private Sector Rep.      |                     |                                         |
| <b>General Counsel</b>    | Hugh Keating                                         |                     |                                         |
| <b>Board Member</b>       | <b>Affiliation</b>                                   | <b>Board Member</b> | <b>Affiliation</b>                      |
| Sterling Craft            | Covington County Board of Supervisors                | Billy Hewes         | Mayor, City of Gulfport                 |
| Roderick (Rod) Woullard   | Forrest County Minority Rep.                         | Cliff Kelly         | Mayor, Town of Mt. Olive                |
| Gentry Mordica            | Forrest County Board of Supervisors                  | Kenny Holloway      | Mayor, City of Ocean Springs            |
| Tommy Dews                | Forrest County Private Sector Rep.                   | Jim Luke            | Mayor, City of Picayune                 |
| Larry Havard              | George County Board of Supervisors                   | Richard Hux         | Mayor, Town of Seminary                 |
| Wayne Barrow              | Greene County Board of Supervisors                   | Dr. Adam Breerwood  | Pearl River Comm. College, President    |
| Darrin "Bo" Ladner        | Hancock County Board of Supervisors                  | Donald Hart         | Pearl River County Minority Rep.        |
| Derek Necaie              | Hancock County Private Sector Rep.                   | Jason Spence        | Pearl River County Board of Supervisors |
| Rebecca Powers            | Harrison County Board of Supervisors                 | Patrick Lee         | Pearl River County Private Sector Rep.  |
| Eric Chambliss            | Harrison County Private Sector Rep.                  | Kevin Shows         | Perry County Board of Supervisors       |
| Troy Ross                 | Jackson County Board of Supervisors                  | Paul Walley         | Perry County Private Sector Rep.        |
| Leslie Kelley             | Jackson County Private Sector Rep.                   | Jimmy Spring        | Stone County Board of Supervisors       |
| Ennit Morris              | Jackson County Minority Rep.                         | Lance Pearson       | Stone County Private Sector Rep.        |
| Demarrio Booth            | Jefferson Davis County Minority Rep.                 | Keith Clay          | Wayne County Board of Supervisors       |
| Michael Evans             | Jefferson Davis County Board of Supervisors          | Steve Seymour       | Workforce Private Sector Rep.           |
| Traveres Comegys          | Jones County Board of Supervisors                    | Ray Wesson          | Workforce Private Sector Rep.           |
| Mitch Brent               | Lamar County Board of Supervisors                    | Amy Walker          | Workforce Private Sector Rep.           |
| Sedgie Foxworth           | Marion County Private Sector Rep.                    | Hal Hayes           | Workforce Private Sector Rep.           |
| Mike Favre                | Mayor, City of Bay St. Louis                         |                     |                                         |

### Compensation-Based Conflicts

The fees due under the Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for MAofMS to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

**(a) Affiliate Conflict. – NOT APPLICABLE**

The affiliate of MAofMS identified on the Disclosure Statement (the “Affiliate”), has or is expected to provide certain [advice/services/products] to or on behalf of Client that is directly related to Municipal Advisor’s activities within the Scope of Services under the Agreement. In particular, [INSERT BRIEF DESCRIPTION].

Affiliate’s business with Client could create an incentive for MAofMS to recommend to Client a course of action designed to increase the level of Client’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Client’s business activities with the Affiliate.

In addition to the general mitigations described above, this conflict of interest is mitigated [in part by the fact that Client had already engaged Affiliate prior to engaging MAofMS, and therefore MAofMS did not influence this decision. In addition, in the event that MAofMS makes a recommendation to Client that could influence the level of business with Affiliate, MAofMS will consider alternatives to such recommendation, which will be disclosed to Client along with the impact that the recommendation and its alternatives would have on the business activities of Client with the Affiliate.] Furthermore, this potential conflict is mitigated by the fact that Affiliate is subject to its own comprehensive regulatory regime as a [ ] under the applicable [federal securities/banking laws] under which they operate.

**(b) Payments to be Retained. NOT APPLICABLE**

MAofMS has paid [ ], a municipal advisor registered under the Securities Exchange Act (the “Solicitor”), to solicit Client to [obtain/retain] Client’s municipal advisory business under this Agreement. Such payment could create an incentive for the Solicitor to make a biased recommendation of MAofMS to Client. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such payment, in that knowledge of such payment can be considered by Client in determining whether the solicitation by the Solicitor was potentially biased by such payment. Furthermore, this potential conflict is mitigated by the fact that the Solicitor is subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

**(c) Payments from Third Parties for Recommendations. NOT APPLICABLE**

MAofMS has received a payment from [ ] (the “Recommended Third-Party”) to recommend the Recommended Third-Party to Client to provide [ ] services to Client. Such payment could create an incentive for MAofMS to make a biased recommendation of the Recommended Third-Party to Client. In addition to the general mitigations described above, this conflict of interest is mitigated by the disclosure to Client of such payment, in that knowledge of such payment can be considered by Client in determining whether the recommendation by MAofMS of the Recommended Third-Party was potentially biased by such payment. Furthermore, this potential conflict is mitigated by the fact that such recommendation is subject to the comprehensive regulatory regime for municipal advisors under the Securities Exchange Act.

**(d) Fee-Splitting Arrangements. NOT APPLICABLE**

[At the direction of Client,] MAofMS has paid a portion of the fee it has received from Client for services under this Agreement to [ ] (the “Third-Party”) in connection with [ ] services provided by Third-Party to Client]

[MAofMS has received payment from [ ] (the “Third-Party”) in connection with its [ ] services provided to Client].

Such fee-splitting could result in divided loyalties of MAofMS and the Third-Party. In addition to the general mitigations described above, this conflict of interest is mitigated by [the fact that Client directed the fee-splitting arrangement, thereby obviating the potential for the payment to influence either party’s loyalty. The conflict is further mitigated by] the disclosure to Client of such payment, in that knowledge of such splitting of fees can be considered by Client in determining whether MAofMS or the Third-Party have competing loyalties to others besides Client. In addition, the mitigations described above with respect to Contingent Compensation also generally serve to mitigate this potential conflict of interest.

**(e) Other Municipal Advisor or Underwriting Relationships**

MAofMS serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, MAofMS serves as municipal advisor to other municipal

advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, MAofMS could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair MAofMS's ability to fulfill its regulatory duties to Client.

**Municipal Advisor Also Advising Conduit Borrower – NOT APPLICABLE**

In addition to serving as municipal advisor to Client, MAofMS serves as municipal advisor to [REDACTED], which is a conduit borrower with respect to an Issue under this Agreement. Client and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. Such conflict is mitigated by [REDACTED].

**Bond Referendum Contributions – NOT APPLICABLE**

While we do not believe that the following create(s) a conflict of interest on the part of Municipal Advisor, we note that MAofMS has [made a contribution to a bond referendum campaign or provided in-kind election-related assistance to a bond referendum campaign and the campaign resulted in voter authorization for an Issue under this Agreement] [and/or] [made a contribution to a charitable organization at the request of personnel of Client] and/or [an associated person who serves as, or who has a family member who serves as, an officer, employee or official of Client]. Client may wish to consider any impact such circumstances may have on how it conducts its activities with MAofMS under this Agreement.

March 5, 2024

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

Re: Letter of Engagement for Underwriting or Placement Agent Services

To Whom It May Concern:

The City of Hattiesburg (the “City”) wishes to engage Raymond James & Associates, Inc. (“RJA”) as the underwriter and/or placement agent for its upcoming capital improvement projects (the “Bonds”) that the City currently anticipates issuing. The Bonds are anticipated to be issued for the purposes of funding various capital improvements in the City, including, but not limited to, (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same, in the approximate amount of \$7.5 million. As an underwriter or placement agent, RJA may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Bonds.

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

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

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

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

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

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

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

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

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

Sincerely,



Lindsey Rea  
Managing Director  
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledged and Agreed to by:

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

\_\_\_\_\_ of the City of Hattiesburg, Mississippi

CC: Municipal Advisors of Mississippi, Inc., Municipal Advisor





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones, Chief Administrative Officer  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve a Contract between City of Hattiesburg and Shows Dearman & Waits Engineering to provide professional engineering services related to the citywide water meter replacement project and authorize the Mayor to execute any and all documents necessary.  
File Number: 2024-126  
Minute Book #

---

## Summary

Approve a contract between City of Hattiesburg and Shows Dearman & Waits Engineering to provide professional engineering services related to the citywide water meter replacement project and authorize the Mayor to execute any and all documents necessary.

## Recommendation Statement

I recommend that this contract be approved.

Please place this on the March 5, 2024 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.

## **SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



### **SPECIAL NOTE ON USE OF THIS FORM**

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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(800) 548-2723  
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# SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **3/6/2024** ("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: **City Wide Water Meter Replacement** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Develop Contract Documents and Specifications for the project, assist in the facilitation of the bidding of the project, provide resident project representation, QA/QC of meter installation, submeter GPS location of meters, and post construction engineering services for processing of meter information and GIS mapping information for the project.** ("Services").

---

Owner and Engineer further agree as follows:

## 1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: **18 Months from the effective date**. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. 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.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer's invoice, then (1) the 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) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). 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, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

### A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is estimated to be \$465,000.00.

## 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 3.01 *Termination*

### A. The obligation to continue performance 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 Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - 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 are delayed 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 5.01.I.
  - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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 written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party 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, 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. 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.

#### 5.01 *General Considerations*

- A. 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, 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.
- B. 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 Project site, nor for any failure of a Constructor to comply

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

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. 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.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have 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 and Additional 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; and
  - 3. such limited license to Owner shall not create any rights in third parties.
- G. 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.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.



- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed 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, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional 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; (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; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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 duly executed written instrument.

#### 7.01 *Definitions*

- A. *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, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *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. §§5101 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.
- C.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates

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

Owner: City of Hattiesburg

Engineer: Shows, Dearman and Waits, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print name: Honorable Toby Barker

Print name: Shea McNease, P.E.

Title: Mayor

Title: President

Date Signed: 3/6/2024

Date Signed: 3/6/2024

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

E-4

State of: MS

Address for Owner's receipt of notices:

P.O Box 1898

Hattiesburg, MS 39401

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 3/6/2024.

## **Engineer's Standard Hourly Rates - 2024**

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### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 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 Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

### *B. Schedule of Hourly Rates:*

|                                        |             |
|----------------------------------------|-------------|
| Senior Engineer                        | \$195/Hour  |
| Project Engineer                       | \$155/Hour  |
| Professional Licensed Surveyor         | \$145/Hour  |
| Senior Design Technician               | \$145/Hour  |
| Junior Engineer                        | \$135/Hour  |
| Engineering Intern                     | \$125/Hour  |
| Graduate Engineer                      | \$115/Hour  |
| Senior AutoCad Technician              | \$115/Hour  |
| AutoCad Technician                     | \$ 95/Hour  |
| GIS Technician                         | \$ 95/Hour  |
| Senior Resident Project Representative | \$ 105/Hour |
| Resident Project Representative        | \$ 95/Hour  |
| Field Crew                             | \$195/Hour  |
| GIS Data Collection Crew               | \$150/Hour  |
| Administrative                         | \$ 45/Hour  |



# Memorandum

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

**From:** Ann Jones

**cc:** Wiley Quinn, Urban Development Director

**Date:** Tuesday, March 5, 2024

**Re:** Adopt a Resolution setting Public Hearing on Monday, April 1<sup>st</sup>, 2024 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.  
File Number: 2024-116  
Minute Book #

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## Summary

Set Public Hearing 04 01 2024, Unsafe Properties

## Recommendation Statement

I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these 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.

Please place this on the March 5, 2024 City Council meeting for consideration.



MAYOR  
*Toby Barker*

COUNCIL - WARD ONE

*Jeffrey George*

COUNCIL - WARD TWO

*Deborah Denard Delgado*

COUNCIL - WARD THREE

*Carter Carroll*

COUNCIL - WARD FOUR

*Dave Ware*

COUNCIL - WARD FIVE

*Nicholas Brown*

## MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Manager

DATE: March 5, 2024

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, April 1, 2024 to determine if the following 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 provisions of MS Code 1972, Section 21-19-11.

|    | Address                                            | PPIN  | Ward | Violations             | Proposed Actions       | Estimated Cost | Estimated Penalty |
|----|----------------------------------------------------|-------|------|------------------------|------------------------|----------------|-------------------|
| 1. | 3002 Raphael Drive<br>Hattiesburg, MS 39402        | 18108 | 3    | GAR/RUB,<br>OS         | Clean                  | \$1,500        | \$1,500           |
| 2. | 101 Mohawk Street<br>Hattiesburg, MS 39401         | 14038 | 2    | GAR/RUB,<br>DS, US, VS | Clean,<br>Demo         | \$19,960       | \$1,500           |
| 3. | 718 Northhill Drive<br>Hattiesburg, MS 39401       | 22263 | 2    | GAR/RUB,<br>DS, US, VS | Clean,<br>Demo         | \$5,980        | \$1,500           |
| 4. | 820 Edwards Street<br>Hattiesburg, MS 39401        | 12911 | 2    | GAR/RUB,<br>US         | Clean,<br>Demo         | \$5,953        | \$1500            |
| 5. | 906 Short Columbia Street<br>Hattiesburg, MS 39401 | 14286 | 2    | GAR/RUB,<br>DS, US, VS | Clean,<br>Demo         | \$10,125       | \$1,500           |
| 6. | 108 Ruby Avenue<br>Hattiesburg, MS 39401           | 19881 | 5    | DB, AS,<br>OGL         | Cut,<br>Clean,<br>Demo | \$4,700        | \$1,500           |

Garbage & Rubbish=GAR/RUB

Dilapidated Building=DB

Dangerous Structure=DS

Imminent Danger=ID

Overgrown Lot=OGL

Open Storage=OS

Unsafe Structure=US

Abandoned Vehicle=AV

Abandoned Structure=AS

Vacant Structure=VS

Owner Responsibility=OR



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

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

**RESOLUTION**

**WHEREAS**, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

|    | Address                   | PPIN  | Ward | Violations             |
|----|---------------------------|-------|------|------------------------|
| 1. | 3002 Raphael Drive        | 18108 | 3    | GAR/RUB, OS            |
| 2. | 101 Mohawk Street         | 14038 | 2    | GAR/RUB, DS, US,<br>VS |
| 3. | 718 Northhill Drive       | 22263 | 2    | GAR/RUB, DS, US,<br>VS |
| 4. | 820 Edwards St            | 12911 | 2    | GAB/RUB, US            |
| 5. | 906 Short Columbia Street | 14286 | 2    | GAR/RUB, DS, US,<br>VS |
| 6. | 108 Ruby Avenue           | 19881 | 5    | DB, AS, OGL            |

are in such a state of uncleanliness so as to be a menace to the health and safety of the community;  
and

**WHEREAS**, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers located at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, April 1, 2024, to determine whether or not the above- described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 5th day of March, 2024.

(SEAL)

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 March, 2024.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Adopt a Resolution declaring computer equipment surplus (per attached list) and authorize disposal of said equipment; authorize removal of equipment from city inventory.  
File Number: 2024-127  
Minute Book #

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## Summary

Declaring computer equipment as surplus and authorize disposal of said equipment.

## Recommendation Statement

I recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.

**RESOLUTION**

**WHEREAS**, the City of Hattiesburg finds and determines that certain equipment (per attached list), to be surplus and are not to be used in the future operation of the city; and

**WHEREAS**, the City of Hattiesburg finds and determines that the disposal of said items, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

**WHEREAS**, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

**WHEREAS**, the governing authorities of the City of Hattiesburg desire to dispose said assets (per attached list) at auction; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hattiesburg City Council does hereby declare to be surplus and authorizes the disposal of said equipment (per attached list).

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 5th day of March, A.D., 2024.

( S E A L )

ATTEST:

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

ADOPTED:

\_\_\_\_\_  
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 5th day of March A.D., 2024.

ATTEST:

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

ADOPTED:

\_\_\_\_\_  
MAYOR

## IT DEPT Surplus -- outdated and unfixable Desktop Laptops and Tablets

| City Tag # | Serial Number | Description          |
|------------|---------------|----------------------|
| 19710      | 140331042     | PC-DAKTECH DISCOVERY |
| 19714      | 140331046     | PC-DAKTECH DISCOVERY |
| 18874      | 121115074     | PC-DAKTECH DISCOVERY |
| 18114      | 110823135     | PC-DAKTECH DISCOVERY |
| 18208      | 11110719      | PC-DAKTECH DISCOVERY |
| 20459      | 160712052     | PC-DAKTECH DISCOVERY |
| 20176      | 150518096     | PC-DAKTECH DISCOVERY |
| 19716      | 140331048     | PC-DAKTECH DISCOVERY |
| 18476      | 120210083     | PC-DAKTECH DISCOVERY |
| 19852      | 140801019     | PC-DAKTECH DISCOVERY |
| 19951      | 141021021     | PC-DAKTECH DISCOVERY |
| 19536      | 140117033     | PC-DAKTECH DISCOVERY |
| 20569      | 161025047     | PC-DAKTECH DISCOVERY |
| 20567      | 161025045     | PC-DAKTECH DISCOVERY |
| 20568      | 161025046     | PC-DAKTECH DISCOVERY |
| 20570      | 161025048     | PC-DAKTECH DISCOVERY |
| 19976      | 140915069     | PC-DAKTECH DISCOVERY |
| 18877      | 121210010     | PC-DAKTECH DISCOVERY |
| 18884      | 121210017     | PC-DAKTECH DISCOVERY |
| 17032      | 81125052      | PC-DAKTECH DISCOVERY |
| 18589      | 120529073     | PC-DAKTECH DISCOVERY |
| 20379      | 160419073     | PC-DAKTECH DISCOVERY |
| 19542      | 140117039     | PC-DAKTECH DISCOVERY |
| 17036      | 81125056      | PC-DAKTECH DISCOVERY |
| 19975      | 140915068     | PC-DAKTECH DISCOVERY |
| 19726      | 140331058     | PC-DAKTECH DISCOVERY |
| 18845      | 121031053     | PC-DAKTECH DISCOVERY |
| 17656      | 100305006     | PC-DAKTECH DISCOVERY |
| 20524      | 160831009     | PC-DAKTECH DISCOVERY |
| 20451      | 160712044     | PC-DAKTECH DISCOVERY |
| 20175      | 150518095     | PC-DAKTECH DISCOVERY |
| 19960      | 141021030     | PC-DAKTECH DISCOVERY |
| 19965      | 141021035     | PC-DAKTECH DISCOVERY |
| 19728      | 140331060     | PC-DAKTECH DISCOVERY |
| 18717      | 120917019     | PC-DAKTECH DISCOVERY |
| 18718      | 120917020     | PC-DAKTECH DISCOVERY |
| 19283      | 130529034     | PC-DAKTECH DISCOVERY |
| 19378      | 130924010     | PC-DAKTECH DISCOVERY |
| 20171      | 150518091     | PC-DAKTECH DISCOVERY |
| 19719      | 140331051     | PC-DAKTECH DISCOVERY |
| 20225      | 150721048     | PC-DAKTECH DISCOVERY |
| 20173      | 150518093     | PC-DAKTECH DISCOVERY |
| 19259      | 130422023     | PC-DAKTECH DISCOVERY |
| 20352      | 160125004     | PC-DISCOVERY         |
| 18881      | 121210014     | PC-DAKTECH DISCOVERY |
| 17654      | 100305004     | PC-DAKTECH DISCOVERY |

|                                 |              |                                |
|---------------------------------|--------------|--------------------------------|
| 17411                           |              | 90626003 PC-DAKTECH DISCOVERY  |
| 20335                           |              | 151123069 PC-DAKTECH DISCOVERY |
| 20455                           |              | 160712048 PC-DAKTECH DISCOVERY |
| 18211                           |              | 111107022 PC-DAKTECH DISCOVERY |
| 19379                           |              | 130924011 PC-DAKTECH DISCOVERY |
| 20337                           |              | 151123071 PC-DAKTECH DISCOVERY |
| 19752                           |              | 140415019 PC-DAKTECH DISCOVERY |
| 18849                           |              | 121031057 PC-DAKTECH DISCOVERY |
| 20178                           |              | 150518098 PC-DAKTECH DISCOVERY |
| 19541                           |              | 140117038 PC-DAKTECH DISCOVERY |
| 19373                           |              | 130924003 PC-DAKTECH DISCOVERY |
| 18215                           |              | 111107018 PC-DAKTECH DISCOVERY |
| 19732                           |              | 140403016 PC-DAKTECH DISCOVERY |
| 19715                           |              | 140331047 PC-DAKTECH DISCOVERY |
| 20084                           |              | 150119024 PC-DAKTECH DISCOVERY |
| 18871                           |              | 121115071 PC-DAKTECH DISCOVERY |
| 18212                           |              | 111107015 PC-DAKTECH DISCOVERY |
| 18209                           |              | 111107021 PC-DAKTECH DISCOVERY |
| 20174                           |              | 150518094 PC-DAKTECH DISCOVERY |
| 17659                           |              | 100305009 PC-DAKTECH DISCOVERY |
| 20523                           |              | 160831008 PC-DAKTECH DISCOVERY |
| 19729                           |              | 140331061 PC-DAKTECH DISCOVERY |
| 20518                           |              | 160831003 PC-DAKTECH DISCOVERY |
| DakTech Small Desktops          |              |                                |
| 20311                           | B8AEED73FFD1 | PC-DAKTECH ORION               |
| 20321                           | G6RY536001U4 | PC-DAKTECH ORION               |
| 20320                           | G6RY536001W4 | PC-DAKTECH ORION               |
| Daktech Laptops                 |              |                                |
| 20872                           | 176PE6003565 | LAPTOP-DAKTECH PLAIDBOOK       |
| 17369                           | 49070411H    | PC-LAPTOP-TOSHIBA              |
| DakTech Medium Desktop Councils |              |                                |
| 18121                           |              | 110823142 PC-DAKTECH ORION     |
| 18118                           |              | 110823139 PC-DAKTECH ORION     |
| 18117                           |              | 110823138 PC-DAKTECH ORION     |
| 18123                           |              | 110823144 PC-DAKTECH ORION     |
| 18122                           |              | 110823143 PC-DAKTECH ORION     |
| 18125                           |              | 110823146 PC-DAKTECH ORION     |
| 18120                           |              | 110823141 PC-DAKTECH ORION     |
| 18119                           |              | 110823140 PC-DAKTECH ORION     |
| Motion Tablets                  |              |                                |
| 18765                           | CAJBAG001421 | PC-TABLET-MOTION               |
| 18766                           | CAJBAG001422 | PC-TABLET-MOTION               |
| 18770                           | CAJBAG001426 | PC-TABLET-MOTION               |
| 18773                           | CAJBAG001429 | PC-TABLET-MOTION               |
| 18775                           | CAJBAG001431 | PC-TABLET-MOTION               |
| 18776                           | CAJBAG001432 | PC-TABLET-MOTION               |
| 18781                           | CAJBAG001437 | PC-TABLET-MOTION               |
| 19015                           | D3JBAG000408 | PC-MOTION                      |
| 19017                           | D3JBAG000410 | PC-MOTION                      |

|                                         |              |                               |
|-----------------------------------------|--------------|-------------------------------|
| 19019                                   | D3JBAG000412 | PC-MOTION                     |
| 19020                                   | D3JBAG000413 | PC-MOTION                     |
| 19022                                   | D3JBAG000415 | PC-MOTION                     |
| 19024                                   | D3JBAG000417 | PC-MOTION                     |
| 19032                                   | D3JBAG000782 | PC-TABLET-MOTION              |
| 19654                                   | E3JDAG000164 | PC-TABLET-MOTION              |
| 19655                                   | E3JDAG000165 | PC-TABLET-MOTION              |
| 19658                                   | E3JDAG000168 | PC-TABLET-MOTION              |
| 19659                                   | E3JDAG000169 | PC-TABLET-MOTION              |
| 19661                                   | E3JDAG000171 | PC-TABLET-MOTION              |
| 19662                                   | E3JDAG000172 | PC-TABLET-MOTION              |
| 20381                                   | G4JFAG000185 | PC-MOTION COMPUTER            |
| 20382                                   | G4JFAG000186 | PC-MOTION COMPUTER            |
| 20383                                   | G4JFA000187  | PC-MOTION COMPUTER            |
| 20385                                   | G4JFAG000189 | PC-MOTION COMPUTER            |
| 20386                                   | G4FAG000190  | PC-MOTION COMPUTER            |
| 20387                                   | G4JFAG000191 | PC-MOTION COMPUTER            |
| 20388                                   | G4FAG000192  | PC-MOTION COMPUTER            |
| 20389                                   | G4JFAG000193 | PC-MOTION COMPUTER            |
| 20390                                   | G4JFAG000194 | PC-MOTION COMPUTER            |
| 17002                                   |              |                               |
| 20075                                   | B3PRN12      | PC-LATITUDE E5540 NOTEBOOK    |
| 14686                                   | KP AGC72     | IBM server                    |
| 16815                                   |              | Quantum Backup Tape Drive HP  |
| 14220                                   | KP AM105     | IBM server                    |
| 12001                                   |              | SOUND STATION Intercom Equip. |
| 14151                                   | TA1142539    | Terminal ET 2000              |
| 14152                                   | TA1142543    | Terminal ET 2000              |
| 10782                                   |              | computer lab dumb terminal    |
| 11749                                   |              | computer lab dumb terminal    |
|                                         |              |                               |
|                                         | 5CD84538NX   | HP LAPTOP PAVILION 15         |
|                                         | 5CD9011FMW   | HP LAPTOP PAVILION 15         |
| ASUS LAPTOP SN 355581232521837603030017 |              |                               |
| 18912                                   | 110909022    | DAKTECH DESKTOP               |
|                                         | 150817052    | DAKTECH DESKTOP               |
| 18908                                   | 110909018    | DAKTECH DESKTOP               |
| 18918                                   | 110909028    | DAKTECH DESKTOP               |
| 18181                                   |              | hp 4500 ALL IN ONE PRINTER    |
| ?                                       | 170828002    | Daktech PC Discovery H110     |
|                                         |              |                               |
| 18218                                   | CN41330R4C   | HP LAPTOP                     |
| 9540                                    |              | TERMINAL CLI 5476             |
| 20329                                   | 5TLCK52      | LAPTOP 11.6                   |
| 19931                                   | 5TDD402      | DELL LAPTOP                   |
| 14150                                   | TA1142538    | TERMINAL ET 2000              |
| 19610                                   | 13APE5051929 | DAKTECH LAPTOP                |
| 17760                                   |              | LAPTOP                        |
| 18184                                   | 5CD12810C8   | HP LAPTOP                     |



|       |                         |                             |
|-------|-------------------------|-----------------------------|
| 20101 |                         | DAKTECH LAPTOP              |
| 17806 | CNF0334LJD              | HP LAPTOP                   |
| 19981 | 47996742553             | MICROSOFT SURFACE           |
| 17375 | JMPZ8K1                 | DELL LAPTOP                 |
| 20128 | CND5041J1G              | HP LAPTOP                   |
| 17762 |                         | LAPTOP                      |
| 17761 |                         | LAPTOP                      |
| 14597 | 5T8YV61                 | DELL LAPTOP                 |
| 18086 |                         | LAPTOP                      |
| 9542  |                         | TERMINAL CLI 5476           |
| 14149 | TA1142883               | TERMINAL ET 2000            |
| 19080 | 00JC223360              | TIMECLOCK BUSTED @ ACADEMY  |
| 15855 | 9541ADOSM574700019      | UPS TRIPP LITE SMART PRO    |
| 18720 | 120917022               | DAKTECH DESKTOP             |
|       | 120716088               | DAKTECH DESKTOP             |
| 19723 | 140331055               | DAKTECH DESKTOP             |
|       | WCASU1120277            | WESTERN DIGTIAL EXTERNAL HD |
|       | G3CXN52                 | DELL INSPIRON LAPTOP        |
|       | 2CE6250T1V              | HP PAVILION DV2000          |
|       | 9MHFR72                 | DELL INSPIRON LAPTOP        |
|       | C9N0BC41239038A         | ASUS LAPTOP N56VJ           |
|       | CNYHPP1                 | DELL INSPIRON LAPTOP        |
| 18520 | LXV420311751410922F2000 | ACER LAPTOP                 |
|       | CND5141XY               | HP 15 NOTEBOOK              |
|       | C9NOBC412371387         | ASUS LAPTOP N56VJ           |
|       | 2CE8082W9D              | HP LAPTOP DV2500            |
| 19958 | 141021033               | DAKTECH DESKTOP             |
| 20333 | 151123067               | DAKTECH DESKTOP             |
| 19466 | 131120030               | DAKTECH DESKTOP             |



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Adopt a Resolution declaring one (1) 1999 Dodge Caravan Passenger as surplus and authorize disposal of said vehicle and removal of the vehicle from city inventory.  
File Number: 2024-128  
Minute Book #

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## Summary

Declaring vehicle surplus and authorizing disposal and removal from the city's inventory.

## Recommendation Statement

i recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.

**RESOLUTION**

**WHEREAS**, the City of Hattiesburg finds and determines that certain equipment (per attached list), to be surplus and are not to be used in the future operation of the city; and

**WHEREAS**, the City of Hattiesburg finds and determines that the disposal of said vehicle, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

**WHEREAS**, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

**WHEREAS**, the governing authorities of the City of Hattiesburg desire to dispose said assets (per attached list) at auction; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hattiesburg City Council does hereby declare to be surplus and authorizes the disposal of said vehicle (per attached list).

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 5th day of March, A.D., 2024.

(S E A L)

ATTEST:

ADOPTED:

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

\_\_\_\_\_  
PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 5th day of March A.D., 2024.

ATTEST:

ADOPTED:

\_\_\_\_\_  
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***

TO: Mayor and City Council

FROM: Kermas Eaton, City Clerk/ Director of Administration

Date February 26, 2024

**RE: Surplus of Information Technology Service Van**

This memo is to request that the vehicle listed below be declared surplus, removed from the city's inventory, and disposed of.

| Unit # | Year | Model | Color | VIN              |
|--------|------|-------|-------|------------------|
| 10841  | 1999 | Dodge | White | 2B4FP253XR202551 |

Sincerely,

Kermas Eaton

City Clerk/ Director of Administration



# Memorandum

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

**From:** Ann Jones, Chief Administrative Officer

**cc:** Marybeth Bergin, Director of Engineering and Traffic

**Date:** Tuesday, March 5, 2024

**Re:** Approve Agreement renewal (Agreement # SDA0169) between the City of Hattiesburg, MS and the National Museum of the United States Air Force for the Community Static Display Loan Program and authorize the Mayor to execute in duplicate.  
File Number: 2024-117  
Minute Book #

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## Summary

### Recommendation Statement

I recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.



**DEPARTMENT OF THE AIR FORCE  
NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE™  
1100 SPAATZ STREET  
WRIGHT-PATTERSON AIR FORCE BASE OHIO 45433-7102**

25 January 2024

CITY OF HATTIESBURG (SDA0169)  
MAYOR  
HONORABLE TOBY BARKER  
PO BOX 1898  
HATTIESBURG MS 39403-1898

Attached is the 2024-2029 loan renewal package for the historical property on loan to your organization from the National Museum of the United States Air Force (NMUSAF). The loan renewal package has been sent electronically and hard copy. Only one of these copies need be returned to NMUSAF by **31 March 2024**.

The loan renewal period has been extended to a five-year cycle, 2024-2029. Going forward, it will remain a five-year cycle, renewing the 4<sup>th</sup> and 9<sup>th</sup> year of each decade.

- There is an annual Department of Defense requirement for each loan account to verify that property in their care is being used for approved purposes, is maintained and protected according to the loan agreement, and the organization still desires to retain the property. For every non-cycle year this requirement will be met by the return of a signed inventory and POC sheet. There will be no requirement for a signed loan agreement, proof of insurance, or photographs on the four non-cycle years, 2025-2028.

The 2024-2029 renewal package includes the following: instruction sheet, 2024-2029 Loan Agreement with Attachments 1 and 2, 2024 Inventory, Point of Contact Information Sheet, and return checklist.

Thank you in advance for your cooperation and we look forward to another successful year in our joint efforts at preserving Department of the Air Force history. If you have any questions or you need additional information, please contact me at [NMUSAF.MUC.StaticDisplay@us.af.mil](mailto:NMUSAF.MUC.StaticDisplay@us.af.mil).

Sincerely

A handwritten signature in blue ink, appearing to read "Melissa Shaw", is located below the word "Sincerely".

MELISSA SHAW  
Community Static Display Program Administrator

Attachments:  
2024 Loan Renewal Package

## INSTRUCTIONS FOR COMPLETING THE STATIC DISPLAY LOAN RENEWAL PACKAGE

1. **LOAN AGREEMENT:** Review, sign and date the Acceptance Statement located on page six of the loan agreement. The Loan Agreement must be signed by the individual authorized to obligate the organization.

**NOTE: No changes are authorized to be made to the Loan Agreement. Any changes made will automatically void the Agreement.** Return the entire document, excluding Attachments 1&2.

2. **INVENTORY REPORT:** Complete a physical inspection of each item, verifying the nomenclature (object name) against the attached inventory report. Please annotate any discrepancies such as additions (attached munitions), shortages, damage or deterioration. Upon completion of the physical inspection, sign and date the certification statement at the bottom of the inventory.

3. **POINT OF CONTACT INFORMATION SHEET:** Review the Point of Contact Information sheet and highlight any changes to update the information. Explanations of several items on the Point of Contact Information Sheet are listed below:

- The Historical Property Custodian: The individual authorized to obligate the organization is the Historical Property Custodian.
- Primary Point of Contact, Title Primary Point of Contact & Primary Phone Number: This is the individual that you want to receive any correspondence from the National Museum of the USAF and can answer any questions about the items on loan. This individual may be different from the Historical Property Custodian.
- Email Address: This is the email address for all correspondence. Please consider making this an organizational email address, not one tied to a person's name.

4. **PHOTO REQUIREMENT:** Provide current digital images in JPG format. No videos, movies, PowerPoints, etc.. will be accepted.

Images must contain:

- General view of the **whole aircraft/missile in its entirety, taken from both left and right sides** to include sufficient detail to show the overall condition. Images for all other artifacts will be of sufficient detail to insure positive identification and condition of each object.
- Any damage to the item (e.g. corrosion, insect/animal infestation, paint chipping or fading, broken or cracked canopies or windows). Provide both close up, detailed views and wide angle views (where appropriate).
- Any armaments or munitions attached to items on loan; images should show sufficient detail to ensure positive identification of each object (if applicable).

5. **INSURANCE:** Provide proof of insurance to include name of carrier, limits of liability and period of coverage (copy of binder). For insurance purposes the Government appraised value of the item(s) on loan to your organization is noted on the inventory report in the column labeled "Value".

- For self-insured organizations, proof shall constitute of a written and signed statement attesting to ability to reimburse for full replacement value will be provided. This document must be dated within the loan renewal cycle.

6. **RETURN CHECK LIST:** It is not necessary to complete the return check list. It is added to the package to aid you in completing all required elements.



**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

**2024-2029 LOAN AGREEMENT, SDA0169**

**1.0. Parties.** The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF HATTIESBURG hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of MS and located at HATTIESBURG, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2024 and ending 31 March 2029. This Agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

**3.0. Loaned Property.** The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

**4.0 Loan Conditions.**

**4.1.** The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

**4.2.** The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

**4.3.** The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

**4.5.** The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

**4.6.** Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

**5.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

**7.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

**8.0. Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

**9.0. Receipt, Custody & Liability.**

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before **1 April 2024**.

**9.2.** The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

**9.3.** The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

**9.4.** The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

**9.6.** The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

#### **10.0. Borrowers Responsibilities.**

**10.1.** The Borrower agrees to the greatest extent permitted by MS Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

**10.2.** The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

**10.3.** The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

#### **11.0. Initial Loan Agreement Requirements.**

**11.1.** The Borrower agrees to furnish the Lender digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

**11.2.** The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

## **12.0. Annual Loan Renewal Requirements.**

**12.1.** The Borrower agrees to furnish the Lender current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

**12.2.** The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

**12.3.** The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

## **13.0. Display/Maintenance Requirements.**

**13.1.** No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

**13.2.** The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

**13.3.** In the event the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. (serial number), but painted and marked to depict (nomenclature), Serial No. (serial number), assigned to the (Unit and/or person) in (location or theater) during (year)."

**13.4.** For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

**13.5.** All record keeping will reflect the true serial number.

**14.0. Radioactive Components.** In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

## **15.0. Loan Termination.**

**15.1.** The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

**15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

**15.3.** In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

**15.4.** Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

**15.5.** The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

**16.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree to resolve the dispute in the federal court with appropriate jurisdiction.

Executed on behalf of the NMUSAF, this 27<sup>th</sup> Day of January 2024, at Wright-Patterson AFB Ohio.

SHAW.MELISS Digitally signed by  
SHAW.MELISSA.L.1268824703  
Date: 2024.01.27 16:27:06 -05'00'  
By: A.L.1268824703  
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

#### ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this \_\_\_\_ day of \_\_\_\_\_ 2024, at \_\_\_\_\_.

\_\_\_\_\_  
(Name of Borrower/Organization)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name & Title)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## **ATTACHMENT 1**

### **NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS**

#### **INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES**

##### **SECTION A - GENERAL**

###### **A. Information:**

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace(s) vehicle from the National Museum of the United States Air Force (NMUSAF).

2. These requirements are designed to return and/or maintain the aerospace vehicle(s) in as near original configuration as possible and to render them suitable for display.

3. Generally, all restoration, repairing, and refinishing will be accomplished in accordance with current Department of the Air Force (DAF) directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

###### **B. Security Requirements:**

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.

2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.

3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:

a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.

b. Riveting the door securely to the jamb section.

c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from

rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide entrance for authorized personnel.

### **C. Maintenance Records:**

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).
2. All work items that are accomplished shall be listed and signed off on a maintenance log or AF Form 3581.
3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.
4. Copies of all maintenance records must be sent to NMUSAF/MUC with the annual loan renewal.

## **SECTION B - REQUIREMENTS**

### **A. Prepare Powerplant for Display:**

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).
2. Clean excess oil and grease from exterior components of engines (if applicable).
3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.
4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.
5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

### **B. Prepare Landing Gear:**

1. Clean and preserve strut.
2. Clean all wheels and other landing gear components.
3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.



5. Secure all retractable landing gear in the down position with positive locking devices.

#### **C. Prepare Hydraulic Systems:**

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

#### **D. Prepare Electronic Systems:**

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

#### **E. Prepare Airframe:**

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

#### **F. Prepare Control Surfaces:**

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.
4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.
5. Secure all moveable surfaces in a neutral position with positive locking devices.

#### **G. Radiation Safety:**

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

#### **H. Final Preparation:**

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.
2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.
3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.
4. Remove all antenna wires that could serve as a bird roost.
5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.
6. Flag or cover protruding objects of a hazardous nature.

#### **I. Coordination:**

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.
2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

## ATTACHMENT 2

### NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

#### INSTRUCTIONS FOR THE CARE OF ARTIFACTS

##### A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically for accountability and condition.

##### B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide physical security against vandalism or theft using appropriate method of display, such as locked or secured display cases.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF for guidance if needed.

**C. Damage Threats to Artifacts:** The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at

preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Another consideration is the proximity of an artifact to a light source and the intensity of the source.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection from UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact NMUSAF.

**D. Conservation:** Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF for guidance. Do not attempt to treat an artifact on your own.

**E. Storage:** All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. . Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

**F. Handling:** Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

**G. Display:**

1. Cases: Displaying an artifact can be very detrimental if not done properly. Never alter an artifact to fit into a case. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

2. Buffering: All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials.

3. Mounts: Never alter an artifact to facilitate mounting. Well-padded hangers should be used if textiles are hung for display. Use only conservation appropriate mannequins of display forms, purchased commercially or in-house forms made from conservation grade materials. Department store mannequins will not be used. Use mannequins that do not place undue stress on clothing. Do not force garments on to mannequins.

**H. Shipping:** Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult NMUSAF to arrange shipping.

**NATIONAL MUSEUM OF THE U.S. AIR FORCE  
INVENTORY REPORT  
RCS: HAF-HO(A) 8801**

Loan Account Number: SDA0169

03-Jan-24

| Catalog Number | Nomenclature                  | Field Site Location | Value       |
|----------------|-------------------------------|---------------------|-------------|
| SD-2000-0082   | AIRCRAFT, F-101C(RF), 56-0217 | 52 Academy Drive    | \$21,000.00 |
| SD-2000-0197   | AIRCRAFT, F-84F(RF), 53-7636  | 52 Academy Drive    | \$10,000.00 |
| SD-2000-0312   | AIRCRAFT, T-33A, 52-9590      | 52 Academy Drive    | \$10,000.00 |

**I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.**

**Signature:**

\_\_\_\_\_  
(Historical Property Custodian)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

# STATIC DISPLAY LOAN RENEWAL PACKAGE

## RETURN CHECKLIST

- ☐ Signed/dated Loan Agreement. Return entire document **excluding** Attachment 1&2.  
-Loan Agreement must be signed by an individual authorized to obligate the organization/municipality/county.
- ☐ Signed/dated Inventory Report.
- ☐ Updated Point of Contact Information Sheet.  
-Do not retype this sheet. If you make changes, highlight the change.
- ☐ Digital images of each item on loan.  
-Images will show the entire item - left and right side.  
- Each file name will contain the catalog number  
-DO NOT send movies, PowerPoints, or other types of media.  
-Ensure the photos have been saved to the CD or other storage device.
- ☐ Proof of insurance to include name of carrier, limits of liability, and period of coverage (copy of binder).  
-For self-insured organizations, proof shall constitute a signed and dated statement, on official letterhead, attesting to the ability to reimburse for full replacement value.

The loan renewals package may be emailed to [NMUSAF.MUC.StaticDisplay@us.af.mil](mailto:NMUSAF.MUC.StaticDisplay@us.af.mil). Send the documentation in one email and the photographs in a separate email each under 20MB. The photographs must be attached to an email as .jpgs.

Or it may be returned through the mail to the following address:

NATIONAL MUSEUM OF THE USAF  
MUC/COMMUNITY STATIC DISPLAY LOAN PROGRAM  
ATTN: MELISSA SHAW  
1100 SPAATZ ST  
WRIGHT-PATTERSON AFB OH 45433

**SUSPENSE DATE 31 MARCH 2024**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones, Chief Administrative Officer  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve Agreement between the City of Hattiesburg and Southern Pines Animal Shelter for the operation and administration of the Animal Shelter for animal intake by Hattiesburg Animal Control and citizens of the City of Hattiesburg as outlined herein, and authorize the Mayor to execute.  
File Number: 2024-129  
Minute Book #

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## Summary

Approve an agreement between the City of Hattiesburg and Southern Pines Animal Shelter for the operation and administration of the Animal Shelter for animal intake by Hattiesburg Animal Control and citizens of the City of Hattiesburg as outlined herein, and authorize the Mayor to execute.

## Recommendation Statement

I recommend that this contract be approved.

Please place this on the March 5, 2024 City Council meeting for consideration.



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STATE OF MISSISSIPPI, CITY OF HATTIESBURG

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SOUTHERN PINES ANIMAL SHELTER CONTRACT

This contract between The City of Hattiesburg and Southern Pines Animal Shelter (hereinafter the "Contract") is made as of October 1, 2023, (the "Effective Date") by and between CITY OF HATTIESBURG (hereinafter Hattiesburg City or The City) and SOUTHERN PINES ANIMAL SHELTER (hereinafter "Southern Pines").

WHEREAS, Southern Pines constitutes an animal shelter on property that it owns in Hattiesburg City (hereinafter "Animal Shelter"); and

WHEREAS, the City deems it to be in the best interest of the citizens of Hattiesburg City to enter into a Contract with Southern Pines for the operation and administration of the Animal Shelter for canines and felines intaked by Hattiesburg Animal Control and citizens of Hattiesburg City as outlined in the Contract to follow; and

WHEREAS, The City and Southern Pines have agreed to this new Contract that will supersede and replace any previous agreements;

THEREFORE, the parties to this Contract, in consideration of these promises, the mutual covenants and conditions contained herein and other valuable consideration by each party hereto, do hereby agree to terminate existing agreements as of the Effective Date and covenant and agree as of the Effective Date as follows:

Article I. Services

Section 1.01 Southern Pines shall have physical possession and control of the Animal Shelter and be responsible for ongoing maintenance of the buildings and all animals on the Animal Shelter premises.

Section 1.02 During the Term of this Contract, Southern Pines shall receive and provide for the humane disposition of dogs and cats running at-large as delivered into its custody by Animal Control and law enforcement officers of Hattiesburg City during intake hours, which can be safely and adequately kept by Southern Pines until time of disposition.

Section 1.03 Southern Pines is a privately owned and operated entity. The Shelter's intake hours are 9am-4:30pm Monday, Tuesday, Thursday, and Friday, except on holidays. Animals will not be accepted before 9am, after 4:30pm, or on any Wednesdays, weekends, or holidays except in cases of the following emergencies: bite quarantines, dangerous animals, and/or owner arrests.

Section 1.04 Animal Control personnel, law enforcement, and other agents of the City are not authorized to unlock the gate or enter Southern Pines premises without a Southern Pines staff member present. In cases of after hours or holiday emergencies outlined above, a Southern Pines agent must be contacted to meet the officer or agent at the Shelter.

Section 1.05 Southern Pines observes the following holidays and is fully closed to the public and Animal Control on these days:

- New Year's Day, January 1st
- Martin Luther King Jr. Day, January 16th
- Easter Day, April 9th
- Memorial Day, May 29th
- Independence Day, July 4th
- Labor Day, September 4th
- Thanksgiving Day, November 23rd
- Christmas Eve, December 24th
- Christmas Day, December 25th

Section 1.06 Residents of Hattiesburg City will receive a 50% discount on surrender fees of all dogs and cats surrendered to Southern Pines Animal Shelter during the 12-month term of this contract. These fee costs are subject to change during the year and notice of fee changes will be relayed to Hattiesburg City. For the 2022-2023 contract year, the following are the surrender fees set forth by Southern Pines; citizens of Hattiesburg City will receive a 50% discount on these fees:

- Fees for canines are as follows:
  - \$150 per adult dog, no heartworm evaluation appointment required.
  - \$150 per litter of puppies under 5.5 months (no adult canines).
- Community cats are not eligible for surrender by the public to Southern Pines and must follow the Community Cat Protocol (Section 1.12) . Fees for cats are as follows:
  - \$150 per indoor, owner-surrendered cat.
  - \$150 per litter of social, inside kittens under 5.5 months (no adult canines) or social, outside kittens who are under 4 months.
- For no additional cost, we are able to have the mother of the puppy/kitten litter fixed, micro-chipped, vaccinated and returned to her family once the puppies/kittens are weaned. If surrendering mom, normal fees and procedures apply.

Section 1.07 In the case of large or exotic animals, livestock, and wildlife, or under unusual circumstances where the chief executive of Southern Pines or their designee reasonably determines that an animal(s) cannot be adequately, safely, or humanely housed at the shelter, or if the projected length of stay will adversely impact the animal's health as determined by Southern Pines' veterinary staff and/or chief executive of Southern Pines or their designee, Southern Pines will decline to accept the animal into its care.

Section 1.08 Southern Pines agrees to hold all stray dogs for a period of 5 days to allow owners adequate time to reclaim their lost pets. Animals surrendered to Animal Control or the Animal Shelter by an owner will not be held for any stray hold period. It is not the duty of the Shelter to verify the authenticity of ownership.

Section 1.09 No holds may be placed on any animal(s) by Hattiesburg Animal Control, law enforcement, The City, or any agents of The City, except in the case of pending bite quarantine, court cases, or court order. Pets may be returned to their owners at any time after impoundment at the discretion of Southern Pines, except in cases of pending bite quarantines, court cases, or court order.

Section 1.09A In cases where an animal has a valid and current rabies vaccination and the owner has a secure location to house the animal, the animal will be allowed to complete their bite quarantine in their home. The owner must meet all reclaim requirements as listed in Section 1.11, provide proof of rabies, and provide a valid address. Southern Pines is not responsible for monitoring home quarantines or contacting the owner at the conclusion of the quarantine.

Section 1.10 In cases where animals are determined to be ill or injured to such an extent that it would be inhumane to allow said animals to live or be deemed a threat to the health and safety of Southern Pines' staff or the public based on the animal's behavior, Southern Pines shall have the right to humanely euthanize the animal(s) in accordance with state law and at the discretion of Southern Pines' veterinary staff and/or chief executive of Southern Pines or their designee, regardless of stray hold or status.

Section 1.11 Southern Pines shall require that all persons who wish to reclaim possession of their pet show proof of ownership and pay redemption and boarding fees <sup>1</sup> as set by Southern Pines. Photographs of the pet and/or medical records for the pet may constitute proof of ownership. Owners are not required to show proof of ownership if the pet has a nametag or microchip registered to the reclaiming owner and the reclaiming owner produces valid ID.

For the 2023-2024 Contract, the following are the return to owner fees set forth by Southern Pines:

- An animal that enters the Animal Shelter with identification (ID tag or registered microchip) will not be subject to any return to owner fees if the animal is reclaimed before 5pm on the day of impoundment. If the animal is not reclaimed within that time frame, regular fees apply.
- An unaltered animal that will be reclaimed intact: \$250 + \$25 per day of impoundment
  - Each additional offense adds \$200 to the base return to owner fee (ie. second offense= \$450 + \$20 per day of impoundment)
- An unaltered animal that will be fixed and microchipped upon reclamation: Free
- Altered animals reclaimed at any point, with or without microchipping: Free

<sup>1</sup> These fees may change on an annual basis which may occur during the contract term based on cost of care. If fees are updated, the City will receive a copy of the updated fees in writing in advance of the change.

Section 1.12 Southern Pines will alter, immunize against rabies, ear-clip, and release all at-large cats (hereinafter "Community Cats") back to the place where they were initially impounded regardless of the animals intake type, age, or temperament as long as Southern Pines determines the animal to be reasonably healthy. Neither Animal Control nor The City nor any agents of The City reserve the right to make exceptions to this Section. Community Cats determined to be nuisance animals by Southern Pines and the City of Hattiesburg will be provided with a disposition that is in the best interest of public health and safety, as determined by Southern Pines, in accordance with State law (may include humane euthanasia).

Section 1.12A Community Cats may be determined to be nuisance animals if they meet all of the following criteria: 1. They have been previously impounded to the shelter, fixed, vaccinated, ear-clipped, and released 2. The complainant signs a Nuisance Cat form recognizing that the cat may be

euthanized 3. The cat poses a reasonable health or safety risk to the complainant, complainant's pets, or the Community 4. The impounding Animal Control officer provides the signed Nuisance Cat form to Southern Pines staff; this form must accompany the cat at the time it is delivered into custody and will not be accepted later 5. If any of these criteria are not met, the cat will be released as per Section 1.12

Section 1.12B Allergies and other concerns that would reasonably be posed by all Community Cats will not be considered an adequate reason to determine a Community Cat to be a Nuisance. In these circumstances, it is the responsibility of the citizen to make their property less appealing to cats as we cannot impound all cats in their area or prevent new cats from entering their property.

Section 1.13 Southern Pines agents will accompany Hattiesburg law enforcement and/or Animal Control officers on suspected animal abuse cases during intake hours at their request and render their professional judgment regarding the health, safety, and humane conditions of suspected abuse cases. Southern Pines will provide mentorship regarding the Mississippi animal cruelty law and will be available for court proceedings that result from abuse cases.

Section 1.14 Southern Pines agents will humanely remove all impounded animals from Animal Control vehicles. These animals shall immediately be placed in a suitable enclosure. Southern Pines agents will sanitize the Animal Control vehicle after each impoundment with chemicals and tools provided by Southern Pines. If the officer or agent refuses sanitation, no animals will be accepted from that vehicle in the future until it has been sanitized by Southern Pines staff.

Section 1.15 Southern Pines only accepts Wednesday, after-hours, weekend, or holiday intakes of emergencies (as addressed in Section 1.03). The City will be responsible for alternative housing for any animals impounded outside of intake hours that do not meet these parameters, including injured or ill animals. The City will be responsible for transporting this animal(s) to Southern Pines the next business day during intake hours.

Section 1.16 Following any legal holding period, all animal(s), including at-large animals, not redeemed by their owners shall be provided with a disposition that is in the best interest of public health and safety, as determined by Southern Pines in accordance with State law (may include humane euthanasia).

Section 1.17 Southern Pines will not be expected to offer assistance in the form of emergency management of displaced pets during natural or other disasters. If this assistance is requested by the City, a separate meeting will be held to agree upon what services Southern Pines can provide and determine financial reimbursement from The City for said services.

Section 1.18 Southern Pines shall employ a competent and qualified agent for executing the responsibilities under this Contract.

Section 1.19 The operation, supervision, and management of the Animal Shelter shall be under the sole control of Southern Pines.

Section 1.20 Southern Pines is not responsible or liable for any equipment owned by The City that is left on Animal Shelter property.

Section 1.21 Southern Pines will conduct one free dog and cat rabies vaccination clinic to citizens at no additional cost to The City during the Contract period.

Section 1.22 Southern Pines shall keep full and accurate operational records on all animals delivered into its custody. Records shall, among other information, include the date, reason, and manner whereby animals were brought into custody, together with a description of the animal and a record of its final disposition. All such records of Southern Pines shall upon reasonable request by The City be made available to The City or its designated agents for auditing purposes.

Section 1.23 Southern Pines shall conduct an annual Audit or Financial and Expenditure Report in accordance with generally accepted standards which may be requested by the City of Hattiesburg.

Section 1.24 Nothing herein shall impair the ability of Southern Pines, at its discretion, to receive and provide for the humane disposition of dogs and cats running at-large or delivered into its custody by municipalities or citizens. Any fees or expenses paid to Southern Pines from municipalities, citizens, or granting organizations and any moneys collected by Southern Pines as a result of fund-raising, program services, or other activities shall be the Southern Pines' sole money and not a set-off against fees to be paid by The City.

Section 1.25 Southern Pines reserves the right to limit and or halt all intakes from the public, Animal Control, Hattiesburg City, and all other municipalities in times of national, state, or local emergency; pandemic; internal emergencies; construction/maintenance/repairs to buildings and/or grounds which render care or housing of animals impossible or unsafe; overcrowding; disease outbreak; and supply and/or staffing shortages. Southern Pines will notify the Animal Control supervisor and city officials in cases where intake must be limited or halted and will implement a plan for normalizing intake as soon as possible.

Section 1.26 Southern Pines will not be compelled to euthanize animals where such euthanasia goes against the mission of the organization, state law, and/or local ordinance.

Section 1.27 In cases where it is determined by the City that an animal(s) must be held for a period exceeding the legal 5 day stray hold for any reason except bite quarantines of animals without current rabies vaccinations <sup>2</sup>, the City agrees to contract with an alternative boarding or vet clinic for the duration of the hold, including in cases of court holds. Southern Pines agrees to take ownership of the animal at the conclusion of the hold.

Section 1.28 A Southern Pines agent will carry an operational cell phone at all times during intake hours. Animal Control must use this phone to notify Southern Pines agents of their arrival so that a staff member may be deployed to unload and sanitize their vehicle.

## Article II. Hattiesburg Animal Control Field Responsibilities

Section 2.01 Animal Control officers will identify and document a verifiable physical street address for where the animal is picked up, by said officers, prior to delivering the animal to Southern Pines. This address and the time of impoundment will be recorded on the impoundment form and provided to Southern Pines at the time of intake. Southern Pines reserves the right to refuse

animals without appropriate and complete impoundment forms. All other agents and citizens are required to go through Southern Pines' regular surrender process.

Section 2.02 Animal Control must present any bite reports or other pertinent documents for animals being impounded at the time of impoundment or, in cases where a judge's signature is required, within 1 business day of impoundment. Southern Pines is obligated to enact bite holds only in cases where documentation has been provided by the Animal Control officer within this time frame.

Section 2.03 Only animals who have bitten humans causing broken skin are eligible for a 10 day bite quarantine, as per Mississippi state law. Animals who have bitten or killed other animals or who did not break skin will not be held for a 10 day bite quarantine.

Section 2.04 Southern Pines will hold for observation, for a time it deems sufficient for determination of disposition, animals who have bitten humans causing severe bruising or broken skin, or have unprovoked killed a domesticated dog, or who meet the definitions for "potentially dangerous, dangerous, or vicious" as defined in the City of Hattiesburg Ordinances.

Section 2.05 Animal Control officers will make every reasonable effort, including scanning animals for microchips in the field, to return at-large animals to their owners prior to delivering them to Southern Pines Animal Control will immediately undertake a reasonable effort to notify the owners of properly tagged pets while in the field.

Section 2.06 Animal Control officers will wear gloves in the field and at the Animal Shelter when handling all animals under 6 months of age and agree to change gloves between groups of animals. All reasonable attempts will be made by Animal Control officers to reduce contamination of all animals, especially dogs and cats under 6 months of age.

Section 2.07 The City or its contracted organization shall employ competent and qualified Animal Control officers and an agent for executing the responsibilities under this Contract

Section 2.09 Animal Control and law enforcement agents agree to keep all transportation vehicles, animal housing areas, and equipment in safe, sanitary, and working order. Southern Pines reserves the right to refuse intake of animals from vehicles and/or housing areas that are deemed to be unsanitary or unsafe.

Section 2.10 In order to reduce disease risk, animals that have been housed at any Municipal, nonprofit, and/or commercial pet housing or holding area (other than a veterinary clinic or licensed boarding facility) and/or other unapproved housing prior to intake will not be accepted. This includes but is not limited to temporary or long term housing areas operated by the Municipality, the personal homes of Animal Control officers, other shelters, rescues, or any unlicensed boarding facilities. Animals that have been housed at veterinary clinics for medical care or licensed boarding facilities are excluded from this restriction.

Section 2.11 Animal control officers, agents, and/or law enforcement officers are never to remove animals from their vehicle on Shelter property without the assistance of shelter staff. Animals under 6 months of age are never to be placed on any ground or floor or to be handled without gloves.

Section 2.12 Animal Control officers must remain in their vehicles at all times while on Southern Pines property. They are not permitted to leave their vehicles or enter any Southern Pines buildings for any reason while on the property. The Animal Control Supervisor is exempt from this requirement.

### Article III. Contract Fee

Section 3.01 In consideration of the above-mentioned covenants of Southern Pines, The City agrees to pay Southern Pines a yearly amount as determined by Hattiesburg City Council in an amount not to exceed TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00). The fees set forth herein will be evaluated on an annual basis and may be increased or decreased by agreement of the parties hereto. There shall not be an automatic annual adjustment of fees; however, Southern Pines shall submit budget requests annually pursuant to The City's usual budget procedures. The City shall not be responsible for payment of costs of animals identified as not coming from Hattiesburg City. Southern Pines will receive payments of 1/12 the Yearly Fee amount in The City Budget, set by City Council, in monthly installments. Southern Pines is in charge of all aspects of managing the Animal Shelter, including but not limited to: maintaining strict compliance with all applicable local, state, and federal rules and regulations, managing the budget, and diligently controlling all monetary aspects of the Animal Shelter.

Section 3.02 In the event of annexation of any additional land, businesses, and or residential areas into the City Limits of Hattiesburg, Southern Pines must be notified in writing. At the time of annexation, the Contract Fee will increase by \$4,555 annually (or \$379.60 monthly) per square mile of annexed area.

### Article IV. Management

Section 4.01 The parties agree Southern Pines shall own, operate, and maintain all aspects of the Animal Shelter located at 1901 North 31st Avenue, Hattiesburg, MS 39401.

### Article V Default and Remedies

Section 5.01 Default. Any one of the following events shall be deemed a default and a breach of this Contract, namely:

(a) If a party fails to observe or perform any of the terms, covenants or conditions of this Contract, and such failure continues after the expiration of 30 days from the date the non-defaulting party gives written notice to the defaulting party calling attention to the existence of such failure, provided however, that if the defaulting party cannot reasonably correct the default within said 30 day period, the defaulting party shall be given a mutually agreeable period of time to correct the default; or

(b) If a party is declared bankrupt or insolvent by judicial decree; or

(c) If a party takes the benefit of any federal reorganization; or

(d) If a party makes a general assignment for benefit of creditors.

Section 5.02 Rights in Event of Default. In the event of any default by a party as herein provided, the non-defaulting party at any time thereafter, shall have the right to terminate this Contract by giving the defaulting party written notice of such termination, whereupon, this Contract shall be regarded as canceled as of the date of the non-defaulting party's termination notice and to pursue all other remedies available at law or equity.

## Article VI. Miscellaneous

Section 6.01 Assignment. Neither Southern Pines nor The City may assign this Contract or any of its rights or obligations hereunder without the other parties' written consent.

Section 6.02 Notices. All notices and other communications under this Contract shall be in writing and shall be deemed duly given if personally delivered or if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid as follows:

If to Southern Pines: P.O. Box 2021, Hattiesburg, MS 39403. Attn: Executive Director

If to The City: Ann Jones, 200 Forrest Street, Hattiesburg, MS 39401, Attn: Chief Administrative Officer

The parties shall be responsible for notifying each other of any changes in address or contact person(s).

Section 6.03 Entire Contract. This Contract contains the entire agreement between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, other than as herein set forth,

Section 6.04 Integration. This Contract is intended by the parties hereto to be an integration of all prior and contemporaneous promises, agreements, conditions, negotiations and undertakings between the parties hereto.

Section 6.05 Modification. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

Section 6.06 Partial Invalidity. If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby (provided that neither party is substantially denied the benefit of its bargain hereunder), and each term, covenant, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Section 6.07 Headings. The headings used in this Contract are for reference and convenience only, and shall not enter into the interpretation hereof.

Section 6.08 Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.



Section 6.09 Gender. Whenever herein the singular number is used, the same shall include the plural, and the masculine in gender shall include the feminine and neutral genders, and vice versa, all as the context shall require.

Section 6.10 Application of Law. It is the intention of the parties hereto that all questions with respect to the construction of this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Mississippi.

Section 6.11 Binding Effect. Subject to the limitations set forth herein, all of the covenants, conditions and obligations contained in this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Section 6.12 No Joint Venture. Nothing in this Contract shall be interpreted or deemed to constitute City and Southern Pines as partners or joint ventures in regard to the transactions contemplated in this Contract, or in any aspect thereof.

Section 6.13 Delays. Neither party shall be responsible or liable, or deemed in breach hereof, to the extent the performance of their respective obligations hereunder are prevented or delayed due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such impediment to performance, including but not limited to acts of God; unusually severe weather; flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe; war, hostility or acts of a public enemy; riots; labor difficulties; fire, epidemics, quarantine restrictions; inability despite due diligence to obtain required licenses; fire; or other casualty for which such party claiming the Force Majeure is not responsible (such causes hereinafter called 'Force Majeure').

The party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance. The party experiencing the Force Majeure shall promptly give written notification to the other party. This written notification shall include a full and complete explanation of the Force Majeure and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period reasonably necessary to overcome the effect of the delay.

\*\*\*\* The reminder of this page is intentionally left blank. \*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

HATTIESBURG CITY

WITNESSES:

BY:

Its,

SOUTHERN PINES ANIMAL SHELTER

BY

Its, Ginny Sims Executive Director



# Memorandum

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

**From:** Ann Jones, Chief Administrative Officer

**cc:** Ann Jones, Chief Administrative Officer

**Date:** Tuesday, March 5, 2024

**Re:** Approve Sponsorship Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, for advertisement sponsorship for their Annual Meeting, March 28, 2024, in accordance with Mississippi 17-3-1, in the amount of 2,500.00; authorize issuance of manual check and the Mayor to execute the same.  
File Number: 2024-118  
Minute Book #

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## Summary

Approve Sponsorship Agreement between the City of Hattiesburg and Downtown Hattiesburg Association, for advertisement sponsorship for their Annual Meeting, March 28, 2024, in accordance with Mississippi 17-3-1, in the amount of 2,500.00; authorize issuance of manual check and the Mayor to execute the same.

## Recommendation Statement

I recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.

001020-6150



# 2024

DOWNTOWN HATTIESBURG ASSOCIATION  
**ANNUAL MEETING**

**THURSDAY**  
**MARCH 28, 2024**  
**HISTORIC**  
**TRAIN DEPOT**

## **GUEST SPEAKER:**

## **ERIN BARNES, President and CEO of Main Street America**

Erin is a leader at the intersection of civic technology, community organizing, place, and inclusion. She is the co-founder of ioby, a nonprofit crowdfunding platform for communities, where she served as CEO for 15 years, and is an inaugural Obama Foundation Fellow. In 2012, Erin and her ioby co-founder were awarded the Rockefeller Foundation Jane Jacobs Medal for New Technology and Innovation.



## **SPONSOR OPPORTUNITIES**

### **PREMIUM \$5,000**

Full table of eight (8) tickets near keynote speaker

Six (6) tickets to exclusive, small-setting reception with speaker

Logo prominently displayed on all printed and digital materials

### **GOLD \$2,500**

Six (6) tickets near keynote speaker

Three (3) tickets to exclusive, small-setting reception with speaker

Logo prominently displayed on all printed and digital materials

### **SILVER \$1,000**

Four (4) tickets to Annual Meeting

Two (2) tickets to exclusive, small-setting reception with speaker

Company name displayed on all materials

### **BRONZE \$500**

Two (2) tickets to Annual Meeting

One (1) ticket to exclusive, small setting reception with speaker

Company name displayed on all materials

PLEASE RETURN BY FRIDAY, JAN. 26 TO  
ANDREA@DOWNTOWNHATTIESBURG.COM



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Deanna Chapman, Administrative Assistant  
**cc:** Marybeth Bergin, Director of Engineering and Traffic  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP).  
File Number: 2024-120  
Minute Book #

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## Summary

Approve the Hub City Transit Public Transportation Agency Safety Plan (HCT-PTASP), which acknowledges that this plan meets the requirements of the Federal Transit Administration regulation 49 CFR Part 673, which mandates all transit agencies to develop and implement a PTASP. The HCT-PTASP establishes a Safety Management System framework to enable a proactive, formalized, and data-driven approach to safety risk management to increase safety performance.

## Recommendation Statement

I recommend the approval of the Hub City Public Transportation Agency Safety Plan (HCT-PTASP), as required by the Federal Transportation Administration. (49 CFR Part 673)

Please place this on the March 5, 2024 City Council meeting for consideration.



## Public Transportation Agency Safety Plan

## The New Framework for Public Safety

The Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act grants the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive regulatory framework to oversee the safety of public transportation throughout the United States. As a component of this safety oversight framework, MAP-21 requires certain recipients of FTA Chapter 53 funding to develop and implement a Public Transportation Agency Safety Plan (PTASP).

In addition to greater safety oversight responsibilities, MAP-21's grant of expanded regulatory authority puts FTA in a position to provide guidance to transit agencies that strengthens the use of safety data to support management decisions, improves the commitment of transit leadership to safety, and fosters a culture of safety that promotes awareness and responsiveness to safety risks. The framework to this approach is called a safety management system (SMS), which moves the transit industry towards a more holistic, performance-based approach to safety. The SMS framework has been adopted by FTA in its National Public Transportation Safety Plan ("national safety plan").

The Public Transportation Agency Safety Plan for Hub City Transit (HCT-PTASP) supports and is consistent with an SMS approach to safety risk management. SMS is an integrated collection of policies, processes, and behaviors meant to ensure a formalized, proactive, and data-driven approach to safety risk management. The aim of an SMS is to increase the safety performance of transit systems by proactively identifying, assessing, and controlling safety risks. The approach is meant to be flexible and scalable, so that transit agencies of all types and sizes can efficiently meet the basic requirements of MAP-21.

## Statewide Agency Safety Plans: The "Opt-Out" choice for local Transit Agencies

### **49 CFR B 673.11(d)**

A State must draft and certify a Public Transportation Agency Safety Plan on behalf of any small public transportation provider that is located in that State. A State is not required to draft a Public Transportation Agency Safety Plan for a small public transportation provider if that agency notifies the State that it will draft its own plan. In each instance, the transit agency must carry out the plan. If a State drafts and certifies a Public Transportation Agency Safety Plan on behalf of a transit agency, and the transit agency later opts to draft and certify its own Public Transportation Agency Safety Plan, then the transit agency must notify the State.

The transit agency has one year from the date of the notification to draft and certify a Public Transportation Agency Safety Plan that is compliant with this part. The Public Transportation Agency Safety Plan drafted by the State will remain in effect until the transit agency drafts its own Public Transportation Agency Safety Plan.

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### **TRANSIT AGENCY INFORMATION**

|                                                                                      |                           |                                                   |
|--------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------|
| <b>Transit Agency</b>                                                                | NAME                      | ADDRESS                                           |
|                                                                                      | Hub City Transit          | 1001 South Tipton Street<br>Hattiesburg, MS 39401 |
| <b>Accountable Executive</b>                                                         | NAME                      | TITLE                                             |
|                                                                                      | Marybeth Bergin           | Director of the Department of<br>Engineering      |
| <b>Chief Safety Officer</b>                                                          | NAME                      | TITLE                                             |
|                                                                                      | Calvin Russell            | Hub City Transit Division<br>Manager              |
| <b>Modes of Service Covered by<br/>this Plan</b>                                     | Fixed and Non-Fixed Route |                                                   |
|                                                                                      |                           |                                                   |
| <b>FTA funding types</b>                                                             | 5307, 5339                |                                                   |
|                                                                                      |                           |                                                   |
| <b>Does the Agency provide<br/>transit services on behalf of<br/>another agency?</b> | NO                        |                                                   |
|                                                                                      |                           |                                                   |
| <b>Transit Agency or Entity for<br/>which service is provided</b>                    | City of Hattiesburg       |                                                   |

## Plan Development, Approval, and Updates

### 1. Annual Review of the Safety Plan

The HCT Safety Division Safety Plan Administrator (SPA) will review the PTASP annually, update the document as necessary, and implement the changes within a timeframe that will allow the agency to timely submit to any annual or other periodic reviews, including its annual self-certification of compliance. At minimum, annual self-certification will consist of both the Accountable Executive and the Mayor/City Council signing and dating an acknowledgment of receipt of this updated document in the City Council meeting minutes.

Annual review of the PTASP will be conducted by the SPA by **July 1** of each calendar year. Necessary updates outside the annual update window may be handled as PTASP addenda.

| March 1                                                                                                         | April 1                                                                                | May 1                                                                                    | June 1                                                                                             | July 1                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| SPA notifies the HCT Safety Division Team that they must review the PTASP sections applicable to their function | HCT Safety Division Work Session on PTASP and Safety Objectives change recommendations | Draft of the PTASP with changes is submitted by the SPA to the CSO for review and update | SPA completes the final edits to the PTASP and submits to the Director of Engineering for approval | Upon approval by the Director of Engineering, the updated PTASP is submitted to the City Council Agenda |

### 2. Activity Log

Reviews of the PTASP and any subsequent updates, addenda, adoption, and distribution activities will be documented in the Activity Log.

A physical and an electronic archive of the PTASP will be maintained and provided for examination by the SPA in the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization office.

|                                               |                                                                   |                          |
|-----------------------------------------------|-------------------------------------------------------------------|--------------------------|
| <b>Name of Person who drafted this Plan</b>   | Stephen Guthrie<br>Safety Plan Administrator/MPO Division Manager |                          |
| <b>Signature by the Accountable Executive</b> | Marybeth Bergin<br>Director<br>Department of<br>Engineering       | _____<br><br>DATE: _____ |

## HCT-PTASP Activity Log

| Version Number and Updates                                  |                        |                                              |             |
|-------------------------------------------------------------|------------------------|----------------------------------------------|-------------|
| <i>Complete history of successive versions of this plan</i> |                        |                                              |             |
| Version No.                                                 | Section/Pages Affected | Reason for Change                            | Date Issued |
| 1                                                           |                        | New Document                                 | 12/22/2020  |
| 2                                                           |                        | Update of personnel and departmental changes | 11/22/2023  |
|                                                             |                        |                                              |             |
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## Safety Performance Targets

The Hub City Transit (HCT) established safety performance targets for 2023 based upon the review of the last five (5) years of HCT's safety performance data and vehicle revenue miles (VRM) which were reported to the National Transit Database (NTD), and also data from the internal safety occurrence reports.

| <b>Mode of Transit Service</b> | <b>Fatalities (Total)</b> | <b>Fatalities (per 50,000 VRM)</b> | <b>Injuries (total)</b> | <b>Injuries (per 50,000 VRM)</b> | <b>Safety Events (total)</b> | <b>Safety Events (per 50,000 VRM)</b> | <b>System Reliability (VRM/failures)</b> |
|--------------------------------|---------------------------|------------------------------------|-------------------------|----------------------------------|------------------------------|---------------------------------------|------------------------------------------|
| <b>Fixed Route Bus</b>         | 1                         | .05                                | 1                       | .05                              | 0                            | 0                                     | 10,000                                   |
| <b>Paratransit</b>             | 0                         | 0                                  | 0                       | 0                                | 0                            | 0                                     | 25,000                                   |

### HCT SMS Policy Statement

HCT commits to the establishment and continuous improvement of a comprehensive and preemptive system of Safety Management which will encompass the Safety Management System (SMS) components of a cohesive Safety Policy, a standardized method of Safety Risk Management, a robust set of procedures of Safety Assurance, and an effective program of Safety Promotion. This Safety Management System will be appropriately scaled to the size, scope, and complexity of the agency and will begin with the completion of the Public Transportation Agency Safety Plan (PTASP) and the formation of the Hub City Transit Safety Division (HCT Safety Division).

Moreover, HCT commits to promoting an organizational culture that encourages and supports safe practices and empowers both employees and contractors to fully participate in the Hub City Transit employee safety reporting program.

The HCT Safety Division leadership team, as directed by the Director of the Department of Engineering will be accountable for developing, implementing, maintaining, and improving processes to ensure the safety of the HCT employees and customers, in addition to the general public, and will provide all appropriate resources to fulfill this commitment.

The HCT Safety Division leadership team, as directed by the Director of the Department of Engineering, will hold the executives, managers, supervisors, employees, and contractors accountable for safety performance.

The HCT Safety Division leadership team, as directed by the Director of the Department of Engineering, will be accountable for the agency's compliance to

Federal Transit Administration (FTA) requirements, and has developed this Public Transportation Agency Safety Plan (PTASP) to comply with 49 CFR Part 673, the FTA regulation established by Section 5329(d) of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act.

The City of Hattiesburg has adopted the HCT's PTASP and acknowledges that its content meets the requirements of Part 673 and Section 5329(d) of MAP-21 through the establishment of a comprehensive SMS framework.

## The HCT Vision

HCT is committed to Vision Zero (Zero Accidents and Zero Incident). HCT is will approach safety management as a systematic and comprehensive approach to identifying safety hazards and risks associated with transit system operations and related maintenance activities.

HCT has adopted a safety program framework as a component of the agency's responsibility to: establish a new safety policy; create a system of identifying hazards and controlling risks; and engage in goal-setting, planning, and measuring performance. Furthermore, HCT has adopted a safety program framework as means by which to foster agency-wide support for transit safety by establishing a culture where everyone is held accountable for safety in the organization and takes an active role in securing transit safety.

## The HCT Safety Objectives

### 1. HCT's safety objectives are as follows:

- Zero Fatalities
- Reduce the number of serious injuries
- Reduce the number of safety events
- Increase system reliability score

### 2. Quarterly Progress Report

Each quarter, the HCT Safety Division will report to the entire agency and to the Accountable Executive regarding how well the agency is meeting the Safety Objectives. In addition to reviewing the PTASP annually, the HCT Safety Division will also review and update these objectives, as needed, each year.

### 3. Signatures

As required by 49 CFR Part 673, the HCT-PTASP, which describes the agency's commitment to continuously monitoring, measuring, and improving safety performance, has

been adopted by the City of Hattiesburg and endorsed by the Director of Engineering (Accountable Executive).

\_\_\_\_\_ Accountable Executive Signature

Date \_\_\_\_\_

### The HCT Safety Division: Authorities, Accountabilities, and Responsibilities

The HCT Safety Division is a permanent addition to the Hub City Transit agency that is committed to ensuring the safe operations of the agency and to forming an organizational culture that values a proactive management of safety risks. The HCT Safety Division's Executive Management and Leadership team includes the following positions:

1. The accountable executive of the HCT Safety Division is the Director of the Department of Engineering, who is ultimately responsible for carrying out the HCT Public Transportation Agency Safety Plan (HCT-PTASP). The specific responsibilities of the Director are described in the HCT Safety Division Position Description Supplement.
2. The Director designates the HCT Safety Division's Chief Safety Officer (CSO). The Chief Safety Officer is the Division Manager of HCT. The CSO reports directly to the Director of the Department of Engineering and is responsible for ensuring and overseeing the day-to-day implementation and operation of HCT's Safety Management System. The specific responsibilities of the CSO are described in the HCT Safety Division Position Description Supplement.
3. The Director designates the HCT Safety Division's Safety Plan Administrator (SPA). The Safety Plan Administrator is the Division Manager of the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO). The SPA reports directly to the Director of the Department of Engineering and is responsible for ensuring the development and delivery of the HCT Public Transportation Safety Plan (HCT-PTASP) for adoption by the City of Hattiesburg. The SPA is also responsible for all HCT-PTASP implementation planning tasks and HCT-PTASP document control. The specific responsibilities of the SPA are described in the HCT Safety Division Position Description Supplement. (see Appendix A)

In addition to the HCT Safety Division Executive Management and Leadership team, the HCT Safety Division is comprised of the following positions:

1. The Safety Division Inspector is designated by the CSO and is responsible for assisting the CSO with the implementation of the HCT-PTASP. The specific responsibilities of the Safety Inspector are described in the HCT Safety Division Position Description Supplement.
2. The Safety Division Coordinator is designated by the SPA and is responsible for creating and delivering reports and documents from the Safety Program to the SPA. The specific responsibilities of the Safety Coordinator are described in the HCT Safety Division Position Description Supplement.

### Safety Management Policy Communication and The HCT Safety Handbook

HCT has established organizational accountabilities and responsibilities for its SMS, and the Accountable Executive has issued a written Safety Management Policy (SMP) statement that includes HCT's safety objectives.

The Chief Safety Officer, who leads HCT's SMS activities, ensures the SMP statement is distributed via electronic and hard copy to all employees and contractors. HCT conducts an annual safety meeting to discuss safety issues and considerations. HCT will begin this annual activity by reviewing the SMP statement and management's commitment to the safety of our system.

The Chief Safety Officer also ensures the SMP statement is readily available to all executives, managers, supervisors, administrative and frontline employees, and transit service contractors for additional posting and mail outs. The Chief Safety Officer prepares and disseminates quarterly reports documenting how HCT is meeting the safety objectives set forth in the SMP statement. The results of these reports are documented in the quarterly Safety Meeting minutes.

HCT posts copies of the SMP statement and the quarterly Safety Meeting minutes on the communication board at the HCT operations facility. The SMP statement is distributed during the new hire training and orientation, and policy points are reviewed at least quarterly at Safety Meetings.

In the event that changes occur to the SMP statement during the year, the Chief Safety Officer will redistribute it throughout the agency following the same protocols to ensure it is provided to all employees and contractors.

HCT also communicates organizational accountabilities and responsibilities, described in the HCT-PTSA, in the HCT Position Description Supplement that contains detailed job descriptions of the HCT Safety Division.

In addition, the HCT Safety Handbook is a comprehensive Safety policies and procedures information source that will be created for dissemination to all HCT employees and contractors. The HCT Safety Handbook will include the SMS Statement.

### The HCT Employee Safety Reporting Program (ESRP)

HCT employees who work on the frontline are a critical source of safety information. In order to encourage the sharing of safety concerns, HCT will establish an Employee Safety Reporting Program (ESRP).

#### **1. Voluntary Program**

HCT encourages employees to report any safety concern in good faith to their supervisor or to senior management without fear of discipline, reprisal, or penalty. HCT offers employees several methods for reporting and reporting can be made anonymously.

#### **2. Protection for Employees and Contractors that report a safety concern**

The person who reports a safety concern will remain confidential and there will be no punitive action taken by HCT for the report. **EXCEPTION:** the protection will not apply to anyone that engages in NON-protected behaviors. NON-protected behaviors may result in discipline up to and possibly including termination.

#### **3. NON-Protection:** applies to any HCT employee or any Transportation Service Contractor employee that reports their own behavior which has violated the law, endangered themselves or others, or has been an infraction of the policies of the City of Hattiesburg or the HCT Safety Management Policy. Non-Protection also applies to any HCT employee or any Transportation Service Contractor employee that has been the subject of a safety concern report of their behavior that has violated the law, endangered themselves or others, or has been an infraction of the policies of the City of Hattiesburg or the HCT Safety Management Policy.

#### **4. Methods of Reporting**

- Via comment placed in the Physical Drop Box in the HCT operations facility
- Direct telephone call to the CSO
- Direct email to the CSO
- Report to HCT Dispatch



5. **Receipt of Report**-The CSO receives the report and an ESRP case is created in a confidential log. If requested, a response will be sent to the reporter that an ESRP case has been created. All communication with the reporter will be documented in the ESRP confidential case log.
6. **Follow up**-A follow-up review of the case is conducted to determine if the situation requires immediate action or further investigation.
7. **If hazards are identified in the case, then the hazard will be assessed and recorded on the HCT's Hazard Identification and Risk Assessment Registry. The case will proceed to the Risk Assessment process.**
8. **If employee non-compliance with rules or deficient operation is identified in the case, then the matter will be addressed by management for resolution through the Safety Assurance process.**
9. **The number of ESRP cases will be reported on the quarterly Safety Meeting agenda**
10. **The response to reported safety concerns will be communicated in the quarterly Safety Meeting and through training meetings when doing so does not violate confidentiality.**
11. **Upon adoption of the HCT-PTASP, all future contracts for transit services will be subject to HCT safety standards and ESRP participation.**

### Safety Risk Management (SRM)

HCT's Safety Risk Management (SRM) process includes the activities and tools needed to identify and analyze hazards and assess safety risk. HCT uses its SRM process to proactively manage safety hazards and their associated safety risk, with the intent to significantly mitigate the safety risk in the transit system.

Previous systems of safety included an approach of Hazard Management. This approach was focused on preventing system failures and the mishaps associated with the failures. The unforeseen hazards were addressed, however, the new Safety Risk Management (SRM) approach focuses on the routine, ongoing capture and analysis of safety information to address both unforeseen and foreseen hazards by assessing the risk of potential consequences of hazards.

Transit agencies must develop and implement a Safety Risk Management process for all elements of their transit system. (49 CFR B 673.25) HCT's safety risk process has five (5) steps.

1. **Collecting Information**
2. **Assessing Severity**
3. **Assessing Likelihood**
4. **Determining the Safety Risk Index**
5. **Documenting Results**

The results of HCT's SRM process are documented in the Hazard Identification and Risk Assessment Register module of HCT's safety information system and are maintained for a minimum of three (3) years.

## 1. Key Terms

- Hazard-A hazard is defined as a real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment. This condition may lead to consequences (occurrence or safety event).
- Event-Any accident, incident, or occurrence.
- Risk-The combination of predicted severity and likelihood of the potential effect of a hazard.
- Risk mitigation-Method (s) to eliminate or reduce the effects of hazards.
- Consequence-An effect of a hazard involving injury, illness, death or damage to HCT's property or the environment.

## 2. Hazard Identification (Collecting Information)

The HCT agency has developed a hazard identification program as an integral part of the SMS.

The hazard identification program includes reactive methods of identification, such as the safety event reporting and incident investigation. However, the program also includes proactive methods of hazard identification through data collection and day-to-day operations analysis. Common sources of hazard identification include:

- Safety Inspections
- Training and evaluation records
- Voluntary ESRP reporting
- Hazard and safety event reporting (with causal factor analysis)
- Operation compliance audits
- Evaluating customer suggestions and complaints
- Action Review after an emergency event
- Fleet Maintenance meetings

- Information from the Transit Asset Management (TAM) assessments
- Information from the National Transportation Safety Board
- Information from the FTA, including safety directives, bulletins, alerts, and technical assistance, as well as regulations and recommended practices
- Reports from HCT's Safety Assurance activities such as
  - 1) Ride checks
  - 2) Workplace observations by management personnel

Common hazards include the categories of functional hazards, electrical hazards, fueling hazards, mechanical hazards, height and fall hazards, roadway and other operating environment hazards, etc.

### 3. Safety Risk Assessment Part 1 (Assessing Severity)

The CSO, working with the Safety Inspector, will assess the *severity of impact* of the worst possible consequence(s) of the hazard (if one were to occur) while considering existing mitigations for the hazard in question. The CSO will include possible impact to people, systems, equipment, and the environment. The assessment must be credible and follow the criteria in the Safety Risk Severity Table based on MIL-STD 882E (see Appendix B, Table I). This table uses four severity levels:

- Catastrophic
- Critical
- Marginal
- Negligible

### 4. Safety Risk Assessment Part 2 (Assessing Likelihood)

The CSO, working with the Safety Inspector, will assess the *likelihood* of the worst credible potential consequence (s) of the hazard considering existing mitigations. HCT follows the criteria in the Safety Risk Likelihood table adapted from MIL-STD 882E (see Appendix B, Table II). This table includes six likelihood levels:

- Frequent
- Probable
- Occasional
- Remote
- Improbable
- Eliminated

### 5. Safety Risk Matrix Tool (Determining the Safety Risk Index)

The CSO, working with the Safety Inspector, will combine the assessed severity and likelihood into a *safety risk index*. HCT uses a Safety Risk Assessment Matrix adapted

from MIL-STD 882E that assigns an alphanumeric rating for each potential consequence to prioritize safety risk (see Appendix B, Table III). This step assists HCT's SRM assessor in rating the tolerability of the safety risk as:

- Low-Acceptable without Review
- Medium-Acceptable with Existing Mitigations
- Serious-Acceptable with Monitoring and Management Review (Management Review Required)
- High-Unacceptable; Management Approval Required (Action Required-suspension of services or activities until risk is mitigated)

## **6. HCT Hazard Identification and Assessment Registry (Documenting Results)**

The CSO will enter the identified condition into the Hazard Identification and Risk Assessment Register. The Register will include:

- Hazard
- Hazard type
- Identification source and date
- Hazard's consequences
- Existing mitigations that address the worst credible potential consequence (s)
- Assessments regarding severity and likelihood of the worst credible potential consequence
- Any related or supporting documentation
- Required management reviews

The Safety Division maintains the policies, procedures, checklists, and forms that support safety risk assessment activities. The CSO records the results of the safety risk assessment process in the Hazard Identification and Risk Assessment Register. Completed safety risk assessments and supporting attachments will be periodically reviewed by the Director of the Department of Engineering.

## **7. Safety Mitigation**

Some of the risks posed by HCT's identified hazards may require mitigation. Mitigation is the method (s) to eliminate or reduce the effects of hazards. HCT's safety risk intervention process is to eliminate the hazard if possible. However, mitigation actions may be the more appropriate response. The method of mitigation that is chosen may:

- Reduce the likelihood of the potential consequences of a hazard; and/or
- Reduce the severity of the potential consequences of a hazard.
- Eliminate the potential consequences of a hazard.
- Examples of mitigating actions may include:
  - 1) **Physical Defenses:**

These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events (e.g. traffic control devices, fences, safety restraining systems, transit controls/signals, transit monitoring systems, etc.)

**2) Administrative Defenses:**

These include procedures and practices that mitigate the likelihood of accident/incident (e.g. safety regulations, standard operating procedures, personnel proficiency, supervision inspection, training, etc.)

**3) Behavioral Defenses:**

These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of the agency

HCT will reduce the associated risk to the lowest acceptable level within the constraints of cost, schedule, and performance by applying the design order of precedence specified in MIL-STD 882E:

- Eliminate hazards through design selection;
- Reduce risk through design alteration;
- Incorporate engineered features or devices;
- Provide warning devices; and
- Incorporate signage, procedures, training, and personal protective equipment.

The CSO will develop mitigations, supported by any consultation with subject matter experts. The CSO will approve the safety risk mitigation and prioritize the action based upon the Safety Risk Index rating, and the constraints of cost, schedule, and other factors that impact the overall agency investment to implement the mitigation. Depending on the nature of the safety risk or mitigation, additional approvals may be required from the Director of the Department of Engineering.

Safety mitigation actions must be entered into the Prioritized Mitigation Log. This log includes a schedule, budget, and the name of the party responsible for implementation. HCT will monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not properly implemented as intended. This activity may include the use of mitigation monitoring plans.

The person that developed the mitigation will be responsible for inputting the mitigation information into the Prioritized Mitigation Log. The CSO will review the status of the mitigations and report any concerns to the Director of the Department of Engineering, including a re-assignment request of an ineffective mitigation method that may require expertise that must be acquired through external consultation services.

The Safety Division will include the information on the development and implementation of safety risk mitigations in the quarterly Safety Meeting agenda.

### Safety Assurance

HCT's forward-focused actions for managing safety risk are verified by the ongoing monitoring of the operation system. This continuous evaluation is part of the Safety Assurance module of the SMS.

Safety Assurance is the set of processes within the transit agency's SMS that function to ensure the implementation and effectiveness of safety risk mitigation and that the transit agency meets or exceeds its safety objectives through collection, analysis, and assessment of information.

The execution of the Safety Assurance processes requires a clear understanding of how safety performance will be evaluated and must provide a consistent set of techniques to:

- 1. Monitor the HCT system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;**
- 2. Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;**
- 3. Conduct investigations of safety events to identify causal factors; and**
- 4. Monitor information reported through any internal safety reporting programs.**

- **Monitoring HCT operations and maintenance procedure**

The CSO and the Safety Inspector of HCT will complete quarterly operations and maintenance review on the results/outcomes of policies and procedures that include:

- 1) Rules compliance activities including training, coaching, or discipline for unsafe acts;
- 2) Inspections of the department's equipment and infrastructure elements;
- 3) Transit Asset Management activities review
- 4) Quality control and quality assurance assessments and reviews in the department, and
- 5) Supervisor observations of activities performed in the department.

A complete itemization of the areas that are to be monitored is documented in the *HCT Operations and Maintenance Monitoring Plan*. The monthly monitoring activities procedures and report forms are also included in the plan.

Compliance monitoring helps agencies determine if employees are carrying out their work as intended and demonstrates whether the procedures have resulted in the intended outcomes.

Monitoring the level of compliance to operation procedures can lead to discovering discrepancies and changes that may reveal underlying weaknesses in procedure, poor training, or other vulnerabilities that may be difficult to identify by other methods. Some examples of the monitoring activities include:

- 1) Safety Audits
- 2) Informal inspections
- 3) Regular review of onboard camera footage to assess drivers and specific incidents
- 4) Safety Surveys
- 5) ESPR case processing
- 6) Review of investigation reports
- 7) Safety review prior to the launch or modification of any facet of service
- 8) Daily data gathering and monitoring of data related to the delivery of service, and
- 9) Regular vehicle inspections and preventative maintenance.

Results of the above processes are compared against recent performance trends quarterly and annually by the CSO to determine where action needs to be taken. The CSO enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation.

- **Monitoring mitigation activities**

HCT monitors safety risk mitigations each quarter to determine if they may be ineffective, inappropriate, or not implemented as intended. The HCT Safety Division CSO, Safety Inspector, and the Director of the Department of Engineering, along with assigned subject matter experts working with the Safety Division, develop mitigation monitoring plans and track the cases through the Prioritized Mitigation Log. The monitoring mechanisms for evaluating the mitigation cases are established by the CSO and assigned by the CSO for completion. Examples of these monitoring mechanisms are tracking a specific metric on a daily, weekly, or monthly basis; conducting job performance observations; or other activities. The CSO will endeavor to make use of existing HCT processes and activities before assigning new information collection activities.

- 1) The *HCT Mitigation Monitoring Plan* is the standard operating procedure for monitoring mitigations.
- 2) The Director of the Department of Engineering must approve all mitigations deemed no longer necessary or ineffective.

- 3) All mitigations deemed as ineffective must be added as a new Safety Risk assessment item.

- **Safety Event Investigations**

HCT will maintain documented standard operating procedures for conducting investigations of safety events to find causal and contributing factors and review the existing mitigations in place at the time of the event. HCT's *Safety Event Investigation Procedures Manual* contains specific procedures for this activity. Each quarter, Safety Event Investigation Reports are reviewed by the Director of the Department of Engineering.

- 1) Operations and maintenance management are responsible for immediately notifying the Safety Division of any safety event that meets HCT's safety thresholds. The Safety Division notifies the Director of the Department of Engineering of any events that result in fatality, serious injury, or property damage to HCT vehicles or private vehicles that may exceed \$5,000.
- 2) The Safety Division ensures that all safety events are recorded and tracked in an electronic Safety Event Log.
- 3) The Safety Division ensures compliance with reporting thresholds, requirements, and processes defined in the FTA's Safety and Security Policy Manual and with notification thresholds established by the National Transportation Safety Board and the Mississippi Department of Transportation.
- 4) The *Primary Investigation Activities Table* (see Appendix C) describes the fundamental phases of the safety event investigation procedures.

- **Monitoring reports regarding safety concerns**

The CSO and the Director of the Department of Engineering will review the following safety data sources every quarter:

- 1) ESRP cases
- 2) Safety Meeting minutes
- 3) Quality control/Quality assurance assessments
- 4) Inspection Reports/Summaries
- 5) Customer Complaints
- 6) Safety Audit Reports
- 7) Safety Risk Mitigation case information
- 8) External and internal reviews



## Safety Performance Measurements

Setting Safety goals and objectives is part of HCT's strategic planning and safety policy creation. Clearly defining safety goals is the first part in creating a safety performance measurement system.

1. Safety goals are general descriptions of desirable long-term impacts. HCT's Safety Goals are:
  - **Vision Zero-prevent fatalities and serious injury to the public and HCT employees and contractors**
  - **Safe Journeys-increase the safety and security of the passengers and the operators of HCT**
  - **Dependable Service-Increase system reliability**
2. Safety objectives or outcomes are more specific statements that define measurable results. HCT's Safety Objectives are:
  - **Zero Fatalities**
  - **Reduce the number of serious injuries**
  - **Reduce the number of safety events**
  - **Increase the system reliability score**
3. Each quarter, HCT's Safety Division will evaluate the progress of the stated Safety Objectives, however, in order to ensure an accurate evaluations HCT must develop ways of ascertaining gains in levels of achievement. In other words, HCT must develop a system of performance measurement.
4. Performance measurement is the regular systematic collection, analysis, and reporting of data that track resources used, work produced, and whether specific outcomes were achieved; it is a tool to quantify and improve performance, and engage and communicate with HCT staff and external stakeholders.
5. The two core functions of performance measurement include monitoring and evaluating progress. Performance can be measured in terms of inputs, outputs, outcomes, and efficiency, among many other criteria.
6. HCT will utilize basic principles of performance measurement:
  - Focus on agency goals
  - Aim for clarity and precision
  - Use a variety of measures
  - Use numerical measures

- Present a hierarchy of measures
  - Use forward-looking measures
  - Integrate information into agency decision-making
  - Practice timely reporting
  - Demonstrate realism of goals and targets
7. System safety data can be collected from a variety of sources:
- Near miss information
  - Accident investigation reports (with causal factor analysis)
  - Internal safety audits
  - Safety Division meeting minutes
  - Injury reports (including occupational injury)
  - Safety event reports
  - System monitoring
  - SRM program information
8. When the data is collected, the CSO will analyze and use this data to develop key safety performance indicators and targets.
9. HCT Safety Performance Targets are based on data delivered to the National Transit Database (NTD), and are as follows:
- **Fatalities**
    - 1) Total number of reportable fatalities
    - 2) Rate of reportable fatalities per total vehicle revenue miles
  - **Injuries**
    - 1) Total number of reportable injuries
    - 2) Rate of reportable injuries per total vehicle revenue miles
  - **Safety Events**
    - 1) Total number of reportable safety events
    - 2) Rate of reportable safety events per total vehicle revenue miles
  - **System Reliability**-Mean distance between major mechanical failures
10. These safety performance metrics are used to create improvement targets for these four measures and for each mode of transit, in order to encourage improvements and monitor the safety performance of delivering transit services.
11. HCT will make its safety performance improvement targets available to applicable state agencies and metropolitan planning organizations (MPOs), and, to the maximum extent practicable, will coordinate with both in the selection of safety performance targets.

Targets will be adopted into local Transportation Improvement Plans (TIP) or TIP amendment.

12. The safety data that is collected from the above sources will be analyzed for potential safety impacts. Identified areas of concern are reported to appropriate personnel in the form of specific project reports, memos, and recommendations from the CSO.
13. Records of the safety system data are maintained for a minimum of three years. Certain information, such as safety certification backup documentation is maintained by HCT. In addition to safety data, HCT's Safety Division Safety Plan Administrator (SPA) maintains data and documentation of activities required by the PTASP.
14. Once the Safety Objectives and metrics have been defined, they can be organized into a *Safety Performance Matrix*. This tool will allow HCT to continuously monitor safety performance and to evaluate the results. HCT will evaluate safety performance and update documentation each quarter.
15. **Safety Performance Indicators (SPI)**-HCT's chosen Safety Targets will be divided into items to track regularly to ascertain the level of success experienced in achieving the Safety Target. These items are the Safety Performance Indicators. For example, the Safety Target of reducing serious injury will receive a Safety Performance Indicator of "reducing serious injuries on vehicles per revenue mile by .02 over the next 12 months".
16. HCT will subsequently use the information from this performance evaluation to:
  - Focus attention on performance gaps and trigger in-depth investigations of what performance problems exist
  - Help make informed resource allocation decisions
  - Identify needs for staff training or technical assistance
  - Help motivate employees to continue making program improvements
  - Support strategic planning efforts by providing baseline information for tracking progress
  - Identify best practices through benchmarking
  - Respond to elected officials and the public's demand for accountability

## Safety Promotion

HCT values safety promotion as a critical component of the success of the SMS. The HCT Safety Division works to ensure that the entire organization fully understands its safety policies, procedures, and structure. Moreover, safety promotion involves establishing an organizational and workplace culture that recognizes safety as a core value, that successfully trains employees in safety principles, and that allows opportunities for the open communications of safety issues.

HCT holds all HCT employees and future contractors directly responsible for safety including:

1. Bus Vehicle Operators
2. Dispatchers
3. Maintenance Technicians
4. Administrative Support Team Members
5. The HCT Safety Division
6. The Chief Safety Officer, and the
7. Director of the Engineering Department

HCT assigns resources to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Basic training requirements, including annual refresher training, are documented in the *HCT Safety Training Registry*.

Operations safety-related skill training includes the following:

- New-hire bus vehicle operator classroom and hands-on skill training,
- Bus vehicle operator refresher training,
- Bus vehicle operator retraining (recertification or return to work)
- Classroom and on-the-job training for dispatchers,
- Classroom and on-the-job training for operations supervisors,
- Accident investigation training for operations supervisors.

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training,
- Ongoing skill training for vehicle maintenance supervisors,

- Accident investigation training for vehicle maintenance supervisors, including the *Transportation Safety Institute (TSI) Fundamentals of Bus Collision Investigation* and on-the-job training,
- Ongoing fire prevention training for vehicle maintenance technicians and supervisors
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors,
- Training provided by vendors

HCT Safety Division staff members participate in the Voluntary Bus Safety Training Program that is outlined in the FTA's Public Transportation Safety Certification Program regulation, 49 CFR Part 672. HCT's designated Safety Division personnel will complete the following curricula, in accordance with the Program's specifications:

- SMS awareness (e-learning)
- Safety Assurance (virtual instructor-led)
- SMS Principles of Transit (classroom)
- Transit Safety and Security program managed by TSI:
  - 1) Effectively Managing Transit Emergencies,
  - 2) Transit Bus System Safety, and
  - 3) Fundamentals of Bus Collision Investigation
- Following the conclusion of this training, designated personnel will complete refresher training that includes, at a minimum, one hour of safety oversight training.

HCT also conducts SMS initial and refresher training on basic SMS principles and the mandatory and voluntary ESRP for frontline and supervisory operations and maintenance employees.

HCT will monitor future transit service provider contractors' safety skill training and SMS training, including refresher training, to ensure the contractor is supporting HCT's safety standards and safety management.

## Safety Communication

In accordance with HCT's SMP statement, HCT actively encourages the open sharing of information regarding all safety issues throughout the organization. The communication information follows a top-down, agency-wide model of the agency's SMS. The Chief Safety Officer is responsible for reporting on the agency's safety performance to the Director of the Department of Engineering. These reports may include performance relative to the agency's safety performance targets, updates related to mitigation monitoring plans, and unusual events, etc.

The HCT quarterly Safety Meeting for all HCT staff will have a permanent agenda item dedicated to ESRP information, safety performance target progress reports, and SMS policy items training. Minutes from the quarterly meetings will be retained for records.

HCT will also hold monthly bus vehicle operators' monthly meetings. Typically, the information conveyed at these meetings will include Safety performance statistics, lessons learned from recent occurrences, and upcoming events that may impact HCT's service or safety performance. HCT also may request information at these meetings, or conduct surveys, which are recorded in the meeting minutes.

The HCT Safety Coordinator will post safety information, quarterly and monthly minutes, bulletins, and the SMS Policy Statement each month on the HCT operations facility communication board.

As a part of new-hire training, HCT distributes the *HCT Safety Handbook*, which includes the SMS policies, ESRP information and other safety information.

HCT will continue to provide training on these policies and procedures and may schedule group talks on pertinent/urgent safety topics.

HCT employees will be informed about the number of ESRP cases that have been received and new actions or procedures that have been implemented as the result of ESRP reporting. This information will be given at every quarterly Safety Meeting.

## Supporting Documentation

HCT and its future contractors will maintain documentation related to its SMS, and the programs, policies, and procedures used to carry out this PTASP, in addition to the results from its SMS processes and activities for three (3) years after creation. This documentation will be available to the Federal Transit Administration or other oversight entities upon request.

## Acronyms and Definitions

|        |   |                                               |
|--------|---|-----------------------------------------------|
| CFR    | - | Code of Federal Regulations                   |
| CSO    | - | Chief Safety Officer                          |
| FTA    | - | Federal Transit Administration                |
| MAP-21 | - | Moving Ahead for Progress in the 21st Century |
| NTD    | - | National Transit Database                     |
| PTASP  | - | Public Transportation Agency Safety Plan      |
| SA     | - | Safety Assurance                              |
| SPA    | - | Safety Plan Administrator                     |
| SMS    | - | Safety Management System                      |
| SOP    | - | Standard Operating Procedure                  |
| SRM    | - | Safety Risk Management                        |
| TAM    | - | Transit Asset Management                      |
| U.S.C. | - | United States Code                            |

The following definitions may be used throughout this document, and correspond to the definitions provided in 49 CFR 673.5.

**Accident** means an “event”, as defined below, that involves any of the following:

1. A loss of life,
2. A report of a serious injury to a person,
3. A collision of public transportation vehicles,
4. A runaway train,
5. An evacuation for life safety reasons, or
6. Any derailment of a rail transit vehicle (any location, any time, any cause).

**Accountable Executive** means a single, identifiable individual who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan (as defined below) of a public transportation agency; responsibility for carrying out the agency’s Transit Asset Management Plan (as defined below), and control or direction over the human and capital resources needed to develop and maintain both the agency’s Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency’s Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

**Chief Safety Officer** means an adequately trained individual who has responsibility for safety and reports directly to a transit agency’s chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

**Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

**Event** means an “accident”, as defined above, or “incident” or “occurrence” (each as defined below).

**FTA** means the Federal Transit Administration, an agency within the United States Department of Transportation.

**Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment (as defined below).

**Incident** means an “event” (as defined above), that involves any of the following:

1. A personal injury that is not a serious injury,
2. One or more injuries requiring medical transport, or
3. Damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

**Investigation** means the process of determining the causal and contributing factors of an “accident”, “incident”, or “hazard” (each as defined here), for the purpose of preventing recurrence and mitigating risk.

**National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.

**Occurrence** means an “event” (as defined above), without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

**Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

**Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

**Public Transportation Agency Safety Plan** means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.



**Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.

**Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.

**Safety Assurance** means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

**Safety Management System (SMS)** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

**Safety performance target** means a Performance Target related to safety management activities.

**Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

**Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

**Safety Risk Management** means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

**Small public transportation provider** means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

**Transit agency** means an operator of a public transportation system.

**Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

## Appendices

### **Appendix A – HCT Safety Division Position Description Supplement**

### **Appendix B – Safety Risk Assessment Tools**

Table I -Severity Table

Table II -Likelihood Table

Table III -Risk Assessment Matrix

### **Appendix C –Primary Investigation Activities Table**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Marybeth Bergin, Director of Engineering and Traffic  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve the Supplemental Environmental Project Clean Start Hattiesburg; a sewer service line replacement/repair program.  
File Number: 2024-130  
Minute Book #

---

## Summary

Clean Start Hattiesburg - sewer line replacement/repair program

## Recommendation Statement

I recommend approval of the program.

Please place this on the March 5, 2024 City Council meeting for consideration.



# CLEAN START

## SEWER PROGRAM

**APPLICANT** *(Must own and occupy the home)* \_\_\_\_\_

**Service Address** \_\_\_\_\_ **City** Hattiesburg **State** MS **Zip** \_\_\_\_\_

**Mailing Address** *(if different from above)* \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Birthdate** \_\_\_\_\_

**HOUSEHOLD MEMBERS** List ALL other persons living in the home. Do not include yourself. *Continue list on back if needed.*

| Name | Birthday | Relationship to Applicant |
|------|----------|---------------------------|
|      |          |                           |
|      |          |                           |
|      |          |                           |
|      |          |                           |
|      |          |                           |
|      |          |                           |

**INCOME** Eligibility is based on the total GROSS income for ALL household members. Check each type of income that you and anyone living in your home currently receive. Then list the income in the blanks below.

- |                                         |                                             |                                          |                                                    |
|-----------------------------------------|---------------------------------------------|------------------------------------------|----------------------------------------------------|
| <input type="radio"/> Wages/Salary/Tips | <input type="radio"/> Retirement/Pension    | <input type="radio"/> Unemployment       | <input type="radio"/> Interest Income              |
| <input type="radio"/> Social Security   | <input type="radio"/> Alimony/Child Support | <input type="radio"/> Workers' Comp      | <input type="radio"/> Rental Income                |
| <input type="radio"/> Disability        | <input type="radio"/> Self-employment       | <input type="radio"/> Sick Pay           | <input type="radio"/> Cash Assistance              |
| <input type="radio"/> Veterans Benefits | <input type="radio"/> Railroad Benefits     | <input type="radio"/> Military Allotment | <input type="radio"/> Other <i>(explain below)</i> |

| Household Member Receiving Income | Source of Income | Monthly Amount |
|-----------------------------------|------------------|----------------|
|                                   |                  |                |
|                                   |                  |                |
|                                   |                  |                |
|                                   |                  |                |
|                                   |                  |                |
|                                   |                  |                |

**DOCUMENTATION** Submit the following documents with this application. Proof of income is required for ALL household members. Provide a written explanation for adults with no income.

- ☐ **Proof of Income**
  - ☐ Copy of recent IRS income tax return and all applicable documents/schedules  
- OR -
  - ☐ Recent annual Social Security Benefits Statement  
- OR -
  - ☐ Three most recent consecutive months of income source documentation that lists GROSS income (Bank statements are not considered acceptable documentation since they do not specify gross or net income.)
- ☐ **Copy of Property Deed** in the applicant’s name
- ☐ **Property Tax Receipt** Not to be confused with a personal property tax receipt (vehicle), a property tax receipt will show that the taxes on your home are paid in full.
- ☐ If applicable, Heir Property or 16<sup>th</sup> Section Land Lease holders (Proof of Residency)

**Describe any known issues with the sewer service line at this location:**

**CERTIFICATION** My signature below certifies that I understand the following:

- I own and occupy the property as my primary residence, or otherwise eligible as defined by the program’s owner eligibility requirements.
- The City vendor must determine the service line is defective and in need of repair or replacement.
- By failing to provide proof of income for all household members, a property deed, and property tax receipt, my application is incomplete and shall be considered ineligible.
- If approved, the program will only cover the costs outlined in the contract fee schedule. Landscaping and site redressing are not covered.

|                                  |                   |
|----------------------------------|-------------------|
| <hr/> <b>Applicant Signature</b> | <hr/> <b>Date</b> |
|----------------------------------|-------------------|

*This project is undertaken in connection with the settlement of an enforcement action, United States et al. v. City of Hattiesburg, taken on behalf of the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to enforce the Clean Water Act and the Mississippi Air and Water Pollution Control Law.*

**CONTACT US**  
For questions or assistance, please call (601) 545-4640. The application and attachments may be submitted by:

|                                                                                                                              |                                                                                              |                                                        |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b><u>MAIL</u></b><br>Engineering Department<br>ATTN: Clean Start Hattiesburg<br>P.O. Box 1898<br>Hattiesburg, MS 39403-1898 | <b><u>IN PERSON</u></b><br>Engineering Department<br>212 W Front St<br>Hattiesburg, MS 39401 | <b><u>EMAIL</u></b><br>cleanstartSEP@hattiesburgms.com |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------------------|



# CLEAN START

## SEWER PROGRAM

### Objective

The objective of the City of Hattiesburg Clean Start Sewer Program is to repair or replace deteriorated, broken, or disconnected sewer service lines in Priority Areas designated by the EPA for the purpose of improving the overall sewer treatment system by reducing the inflow and infiltration stormwater. This program will focus on repairing or replacing the sewer service lines from the house to the city's sewer tap, with work taking place on both public and private property.

### Legal Authority

This project was undertaken in connection with the settlement of an enforcement action, United States et al. v. City of Hattiesburg, taken on behalf of the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to enforce the Clean Water Act and the Mississippi Air and Water Pollution Control Law.

### Property Eligibility

- Property must be located in the EPA designated Priority Areas.
- Property must be for residential use, regardless of current zoning.
- Property must have a sewer service line with damage, a break, or deterioration OR must have illicit connections that are not intended to be transferred via the sanitary sewer collection system.

### Owner Eligibility

- Owner's household income must qualify as low- to moderate-income based on the income limits listed below.

| Income            | 1<br>Person | 2<br>Person | 3<br>Person | 4<br>Person | 5<br>Person | 6<br>Person | 7<br>Person | 8<br>Person |
|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Very Low<br>(30%) | 14,580      | 19,720      | 24,860      | 30,000      | 35,140      | 38,600      | 41,250      | 43,900      |
| Low<br>(50%)      | 23,300      | 26,600      | 29,950      | 33,250      | 35,950      | 38,600      | 41,250      | 43,900      |
| Moderate<br>(80%) | 37,250      | 42,600      | 47,900      | 53,200      | 57,500      | 61,750      | 66,000      | 70,250      |

*HUD FY 2023 Income Limits Summary for Hattiesburg, MS HUD Metro FMR Area*

- Applicant must be able to provide proof of ownership.
- Heir property will be considered eligible where the applicant 1) resides in the home, 2) attests that they do not pay rent to another owner, 3) can show proof of residency through utility bill

records, and 4) attests that they have the authority to engage in an agreement called for by this program.

- Any 16<sup>th</sup> Section land leaseholds will be considered eligible.
- If more eligible owners apply than funds may allow, priority will be given to very-low, then low-, then moderate-income households.

### **Marketing**

The City will generate interest in the program via social media postings, communication to neighborhood associations in the Priority Area, communication with traditional media, and outreach during neighborhood meetings. Using past smoke testing data, particular streets or neighborhoods can receive letters and/or door hangers promoting the opportunity. The City may additionally seek to educate area plumbing contractors about the availability of this program in order that they may inform customers that may be interested to apply.

Should applicant response be slow, the City may market an offer for the Sewer Division to inspect and camera sewer lines in advance to give the owner an idea whether the property may qualify.

### **Program Steps**

#### **1. Application Intake**

- The Engineering Department will receive preliminary applications. Applications will include a basic liability release authorizing the city to inspect sewer lines and acknowledging that in cases where no access or cleanout is available, the City will be authorized by the owner to install a sewer cleanout for access.
- The application will require basic household information, ownership status, income estimations, and description of any known sewer service line problems.
- The Engineering Department will review the application for completeness and verify that all program requirements are met.
- If applicant is eligible, the Engineering Department will schedule a sewer line inspection with if such an inspection has not already occurred or if other documented evidence of need does not already exist. The applicant will be notified of the scheduled inspection.
- If applicant is ineligible, the Engineering Department will so notify the applicant in writing and maintain the record.

#### **2. Pre-Inspection**

- The City's designated representative will conduct an inspection (if sufficient evidence is not already available) and document results including notes and site photos. Only as much documented evidence as necessary will be gathered to determine the need for repair or replacement; video evidence will not be necessary if other documentation exists.
- The City's designated representative will communicate project eligibility to the Engineering Department on a prescribed form, which should include any extraordinary features at the property that may impact the contractor's cost or ability to perform the scope of work, such as sidewalks, driveways, fences, substantial trees/ landscaping, etc.
- If project is determined to be ineligible based on inspection, the Engineering Department will so notify the applicant in writing and maintain the record.
- A scope of work will be developed for each eligible property to approximate the work necessary to complete the task. The scope will include approximate length of service line to be replaced, number of cleanouts, ground materials and any obstructions that may exist. If

the service line cannot be replaced in the existing location, scope will also include if the existing line will be removed or what measures will be required to leave the line in place.

3. Contractor Selection

- The Engineering Department will request quotes based on the previously defined scope for each eligible property from the list of qualified eligible contractors.
- The Engineering Department may bundle multiple properties into one quote request or request for quotes individually. This determination will be dependent upon the number of applications being processed, proximity of properties, and expected scope of work. The objective is to process the work as quickly and efficiently as possible, while still allowing for participation from any and all qualified eligible contractors.
- The City reserves the right to grant preference to Disadvantaged Business Enterprise firms or Emerging Business Enterprise firms (a local designation) in the selection of a contractor. The decision to provide such a preference will be communicated in the quote request.

4. Tri-Party Agreement

- When a contractor is selected, the Engineering Department will promptly get the Tri-Party agreement executed by the applicant, the contractor and the Mayor.
- By the adoption of this program by the City Council, the Mayor is authorized to execute all Program Agreements on behalf of the City to expedite the work, presenting such agreements to the City Council at a later date for ratification.
- Agreements will typically be set for thirty (30) days unless there are a considerable number of projects underway at once, and the Engineering Department will work with the contractor and homeowner to establish a reasonable timeline for the agreement.

4. Project Execution and Completion

- The Engineering Department will issue a Notice to Proceed to the contractor, which will start the period of performance. The Sewer Division and the homeowner will be notified that the notice has been provided.
- The contractor is required to secure the proper permits from the City of Hattiesburg, which will not be delayed without cause. Standard permit fees will be waived.
- The contractor is responsible for contacting the Building Division for inspections at required intervals for the job based on the permit. The contractor is also responsible for notifying the Engineering Department, who will in turn notify the Sewer Division and the City's designated representative when inspections are requested/scheduled.
- Landscaping and site redressing are not the responsibility of the City's contractor. The contractor must only ensure that disturbed areas of work are properly filled in and compacted. The property owner is responsible for any landscaping or redressing of sodded areas at their own expense.
- Upon the passing of a final inspection for the project, the contractor shall provide a copy of the satisfactory inspection form and an invoice to the Engineering Department.
- If/when unforeseen circumstances lead to a need for work beyond the scope of the agreement, the contractor shall notify the Engineering Department. A determination will be made if a change order is needed. If so, a change order will be processed and executed by the contractor and the Engineering Department. The Tri-Party Agreement will include terms that allow for such change orders without further approval of the City Council.



- The Engineering Department will process a Resolution requesting payment on the next possible City Council agenda.
- The Engineering Department will maintain all project files: applications, forms, photos, agreement documents, invoice and payment records, etc. in a project file.

#### **Qualified Eligible Contractors**

- At least annually, the City will solicit for qualified contractors to participate in this program. The City may make solicitations more frequently as needed to maintain a sufficient number of qualified eligible contractors (QEC).
- Qualified contractors must be licensed plumbers with the State of Mississippi and the City of Hattiesburg and must provide all information required in the solicitation.
- The City will solicit qualified, licensed plumbers through a Request for Qualifications process and maintain a list of eligible contractors to perform the required work.
- Inclusion on the QEC list is not guaranteed based on submission. Work history, referrals, and other information in the submission will be considered when compiling the list.

#### **Initial Program Funding**

The City shall spend at least \$220,800 in eligible program costs for the repair and/or replacement of private laterals or removal of illicit connections for at least forty-five (45) repairs, replacements, or removals for eligible residential property owners. Eligible costs cover only the cost of actual plumbing services on private laterals and illicit connections owned by private residential customers only.

#### **Program Expansion**

The City may expand the program beyond the boundaries of the Priority Areas upon depletion of the initial program funding. If property or owner eligibility requirements are modified, the revised program will be presented to the City Council for approval.

#### **ATTACHMENTS:**

Application  
Request for Qualified Contractors  
Pre-Inspection Form (under development)  
Program Agreement (under development)  
Change Order Form (under development)



## Request for Qualifications

The City of Hattiesburg is seeking qualifications from licensed plumbers/contractors who are interested in performing sewer service line replacement work for the Clean Start Sewer Program. Interested and qualified respondents may submit RFQ packages, according to the requirements described herein, to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39401. All RFQ packages are due by or before 10 a.m. (CST) on \_\_\_\_\_, 2024. Any packages delivered to or received after the 10 a.m. deadline will not be considered and shall be returned unopened to the addressee.

RFQ Packages are available by calling the Hattiesburg City Clerk's Office, 601-545- 4550 and requesting the document Clean Start Sewer Program RFQ.

Contact Information: Kermas Eaton, City Clerk  
City Clerk's Office  
200 Forrest Street  
Hattiesburg, MS 39401  
Email: [keaton@hattiesburgms.com](mailto:keaton@hattiesburgms.com)  
(601) 545-4550

RFQ packages MUST be submitted in a SEALED envelope and clearly marked on the exterior of the package: CLEAN START SEWER PROGRAM RFQ. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal, one (1) copy submittal, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFQ package which shall include all required documents and any supplemental information.

Deliver or Ship RFQ Packages to: City of Hattiesburg / City Clerk's Office  
200 Forrest Street  
Hattiesburg, MS 39401

Licensed plumbers/contractors providing appropriate responses to the RFQ will be placed on a qualified eligible contractors list. The City will contract on behalf of the eligible property owners with a licensed certified plumber/contractor.

The objective of this program is to repair or replace deteriorated, broken, or disconnected sewer service lines in Priority Areas designated by the EPA for the purpose of improving the overall sewer treatment

system by reducing the inflow and infiltration stormwater. This program will focus on repairing or replacing the sewer service lines from the house to the city's sewer tap, with work taking place on both public and private property.

All construction costs normally associated with replacing the private portion of the sewer service line will be included in the program. Typical costs might include the cost of excavation, materials, labor, backfill, and minor restoration. Non-typical costs at a property may be allowed pending review and approval by the City. A non-typical cost might include the cost of rerouting the private portion of the sewer service line to a more acceptable location within a structure when it results in an overall cost saving.

The City will require that the certified licensed plumbers/contractors perform the work in accordance with the any local and state codes, as well as all applicable OSHA requirements/standards.

Licensed plumbers/contractors interested in performing sewer service line replacements funded by the Clean Start Hattiesburg Program should submit a response to the RFQ by including (at minimum) the following information:

- a. Name/address of plumbing/contractor business
- b. Name of business owner and/or registered agent
- c. Plumbing/contractor license numbers
- d. Number of years/months in business as a licensed plumber/contractor
- e. General business information:
  - i) Briefly describe your plumbing/contractor organization, size, and structure.
  - ii) Provide the number of years your firm has been engaged in performing licensed plumber/contractor sewer service line replacement/installation work.
  - iii) How many new sewer service line installations and sewer service line replacements has your plumbing business performed in the last three (3) years?

This project is undertaken in connection with the settlement of an enforcement action, United States et al. v. City of Hattiesburg, taken on behalf of the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to enforce the Clean Water Act and the Mississippi Air and Water Pollution Control Law.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Marybeth Bergin, Director of Engineering and Traffic  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve Change Order No. 3 with Phoenix Construction, LLC for the Jaycee Park Improvements project to add installation of temporary and permanent panel boxes for a contract increase of \$2,012.50; authorize the Mayor to execute the same.  
File Number: 2024-131  
Minute Book #

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## Summary

Approve Change Order No. 3 with Phoenix Construction, LLC for the Jaycee Park Improvements project to add installation of temporary and permanent panel boxes for a contract increase of \$2,012.50; Authorize the Mayor to execute said Change Order.

## Recommendation Statement

I recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.

**AIA®****Document G701® – 2017****Change Order****PROJECT:** *(Name and address)*Jaycee Park Improvements  
Hattiesburg, Mississippi  
CN 22-3922**CONTRACT INFORMATION:**Contract For: General Construction  
Date: December 21, 2022**CHANGE ORDER INFORMATION:**Change Order Number: 003  
Date: November 27, 2023**OWNER:** *(Name and address)*City of Hattiesburg  
200 Forrest Street  
Hattiesburg, Mississippi 39401**ARCHITECT:** *(Name and address)*Landry Lewis Germany Architects, P.A.  
5211 Old Highway 11  
Hattiesburg, MS 39402**CONTRACTOR:** *(Name and address)*Phoenix Construction, LLC  
5255 Whetstone Road  
D'Iberville, Mississippi 39540**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Installation of Temp Panel Box at Owner's Request

Temp Panel Box Installation to utilize building while waiting for permanent panel box delivery

Includes removal of temp panel box to install New Panel Box once it is on site

Electrician to keep panel box and gear

|        |            |
|--------|------------|
| P/OH   | \$1,750.00 |
|        | \$ 262.50  |
| Total: | \$2,012.50 |

|                                                                          |    |            |
|--------------------------------------------------------------------------|----|------------|
| The original Contract Sum was                                            | \$ | 734,750.00 |
| The net change by previously authorized Change Orders                    | \$ | 8,898.70   |
| The Contract Sum prior to this Change Order was                          | \$ | 743,648.70 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 2,012.50   |
| The new Contract Sum including this Change Order will be                 | \$ | 745,661.20 |

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be May 6, 2023.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Landry Lewis Germany Architects, P.A.

**ARCHITECT** *(Firm name)***SIGNATURE**

Christian J. Landry, Vice-President

**PRINTED NAME AND TITLE**

02-20-24

**DATE**

Phoenix Construction, LLC

**CONTRACTOR** *(Firm name)***SIGNATURE**

Miles Buchanan, President

**PRINTED NAME AND TITLE**

12-1-23

**DATE**

City of Hattiesburg

**OWNER** *(Firm name)***SIGNATURE**

Toby Barker, Mayor

**PRINTED NAME AND TITLE****DATE**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Marybeth Bergin, Director of Engineering and Traffic  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Acknowledge bids received February 15, 2024 for the Highway 11 Lighting project and accept the bid from R & W Electric in the amount of \$798,107.50 as the lowest and best bid received; authorize the Mayor to execute contracts upon preparation.  
File Number: 2024-132  
Minute Book #

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## Summary

Acknowledge bids received February 15, 2024 for the Highway 11 Lighting project and accept the bid from R & W Electric in the amount of \$798,107.50 as the lowest and best bid received; Authorize the Mayor to execute contracts when prepared.

## Recommendation Statement

I recommend approval of this item.

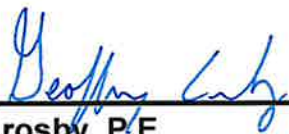
Please place this on the March 5, 2024 City Council meeting for consideration.

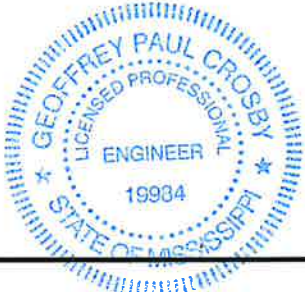


HIGHWAY 11 LIGHTING PROJECT  
CITY OF HATTIESBURG  
FORREST COUNTY, MISSISSIPPI

|                 |                                                                 |      |          | R & W Electric<br>P O Box 8009<br>Meridian, MS 39303 |                    | Mississippi Power<br>2908 28th Street<br>Gulfport, MS 39501<br>***IRREGULAR BID*** |                    | One 3 Electric<br>37 McNair Drive<br>Petal, MS 39465<br>***IRREGULAR BID*** |                    |                                              | Diamond Electric<br>P O Box 15501<br>Baton Rouge, LA 70895 |                    |
|-----------------|-----------------------------------------------------------------|------|----------|------------------------------------------------------|--------------------|------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------|--------------------|----------------------------------------------|------------------------------------------------------------|--------------------|
| PAY<br>ITEM NO. | PAY ITEM DESCRIPTION                                            | UNIT | Quantity | Unit<br>Price                                        | Price<br>Extension | Unit<br>Price                                                                      | Price<br>Extension | Unit<br>Price                                                               | Price<br>Extension | Bid Tab reflected<br>incorrect<br>Price Ext. | Unit<br>Price                                              | Price<br>Extension |
| 618-A           | MAINTENANCE OF TRAFFIC                                          | LS   | 1        | \$9,780.00                                           | \$9,780.00         |                                                                                    |                    | \$99,618.00                                                                 | \$99,618.00        |                                              | \$23,009.00                                                | \$23,009.00        |
| 618-B           | ADDITIONAL CONSTRUCTION SIGNS                                   | SF   | 1        | \$10.00                                              | \$10.00            |                                                                                    |                    | \$10.00                                                                     | \$10.00            |                                              | \$10.00                                                    | \$10.00            |
| 620-A           | MOBILIZATION                                                    | LS   | 1        | \$52,400.00                                          | \$52,400.00        |                                                                                    |                    | \$117,000.00                                                                | \$117,000.00       |                                              | \$94,035.00                                                | \$94,035.00        |
| 203-I           | Site Grading                                                    | SY   | 710      | \$2.00                                               | \$1,420.00         |                                                                                    |                    | \$3.09                                                                      | \$2,193.90         | \$2,200.00                                   | \$9.29                                                     | \$6,595.90         |
| 216-B           | Solid Sodding, Centipede                                        | SY   | 710      | \$8.00                                               | \$5,680.00         |                                                                                    |                    | \$7.00                                                                      | \$4,970.00         |                                              | \$22.38                                                    | \$15,889.80        |
| 682-A           | UNDERGROUND BRANCH CIRCUIT, AWG 6, 3 CONDUCTOR                  | LF   | 7,150    | \$13.25                                              | \$94,737.50        |                                                                                    |                    | \$19.21                                                                     | \$137,351.50       | \$137,390.00                                 | \$11.29                                                    | \$80,723.50        |
| 682-A           | UNDERGROUND BRANCH CIRCUIT, AWG 2, 3 CONDUCTOR                  | LF   | 3,400    | \$17.50                                              | \$59,500.00        |                                                                                    |                    | \$24.27                                                                     | \$82,518.00        | \$82,551.00                                  | \$15.82                                                    | \$53,788.00        |
| 682-B           | JACKED OR BORED, AWG 6, 3 CONDUCTOR                             | LF   | 600      | \$13.25                                              | \$7,950.00         |                                                                                    |                    | \$25.76                                                                     | \$15,456.00        | \$15,461.00                                  | \$48.01                                                    | \$28,806.00        |
| 682-B           | UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 2, 3 CONDUCTOR | LF   | 170      | \$17.50                                              | \$2,975.00         |                                                                                    |                    | \$31.85                                                                     | \$5,414.50         | \$5,415.00                                   | \$50.75                                                    | \$8,627.50         |
| 684-A           | POLE FOUNDATION, 24" DIAMETER                                   | CY   | 65       | \$2,015.00                                           | \$130,975.00       |                                                                                    |                    | \$687.00                                                                    | \$44,655.00        |                                              | \$2,765.00                                                 | \$179,725.00       |
| 683-B           | LIGHTING ASSEMBLY, LOW MAST, LED, TYPE 35-2-0-159               | EA   | 59       | \$6,630.00                                           | \$391,170.00       |                                                                                    |                    | \$7,803.00                                                                  | \$460,377.00       | \$460,400.00                                 | \$8,780.00                                                 | \$518,020.00       |
| 682-F           | SECONDARY POWER CONTROLLER                                      | EA   | 2        | \$20,665.00                                          | \$41,330.00        |                                                                                    |                    | \$11,059.00                                                                 | \$22,118.00        | \$22,119.00                                  | \$24,307.00                                                | \$48,614.00        |
| 682-D           | UNDERGROUND PULL BOX                                            | EA   | 6        | \$30.00                                              | \$180.00           |                                                                                    |                    | \$3,100.00                                                                  | \$18,600.00        |                                              | \$1,179.00                                                 | \$7,074.00         |
| TOTAL BASE BID  |                                                                 |      |          |                                                      | \$798,107.50       |                                                                                    |                    |                                                                             | \$1,010,281.90     | \$1,010,389.00                               |                                                            | \$1,064,917.70     |

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, February 15th, 2024 for the City of Hattiesburg - Highway 11 Lighting Project.

  
Geoffrey Crosby, P.E.  
Mississippi Registration No. 19984





February 15, 2024  
N-S Project No. 17229.000

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

REFERENCE: HIGHWAY 11 LIGHTING PROJECT  
HATTIESBURG, MISSISSIPPI

Dear Mayor Barker:

Enclosed for your records is one (1) copy of the Certified Bid Tabulation for the bids received for the referenced project. As you are aware, there were four (4) bids submitted, opened, and read at the bid opening on February 15th, 2024, at 10:00 am. Upon review and tabulation of the bid received and opened, R & W Electric was the lowest bidder in the amount of \$798,107.50.

Neel-Schaffer therefore recommends that the City of Hattiesburg review the bid submitted by R & W Electric and award the project to the lowest and best bidder.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey Crosby, P.E.  
Assistant Engineer Manager

Enclosures

engineers | planners | surveyors | environmental scientists | landscape architects

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street  
Hattiesburg, MS 39401

[www.neel-schaffer.com](http://www.neel-schaffer.com)







# Memorandum

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

**From:** Ann Jones, Chief Administrative Officer

**cc:**

**Date:** Tuesday, March 5, 2024

**Re:** Acknowledge bids received February 22, 2024, for Tatum Park Restroom & Pavilion Improvements Project and accept the base bid and additive alternate # 1 from JW Chain Contractors, LLC., in the amount of \$285,000.00 and \$174,400.00 respectively for a total of \$459,400.00; authorize the Mayor to execute contracts upon preparation.  
File Number: 2024-133  
Minute Book #

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## Summary

Acknowledge Bids received February 22, 2024, for Tatum Park Restroom & Pavilion Improvements Project and accepted the base bid and additive alternate # 1 from JW Chain Contractors, LLC., in the amount of \$285,000.00 and \$174,400.00 respectively for a total of \$459,400.00; authorize the Mayor to execute contracts upon preparation.

## Recommendation Statement

I recommend that this bid be accepted by Council.

Please place this on the March 5, 2024 City Council meeting for consideration.

February 22, 2024

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

City of Hattiesburg  
200 Forrest Street  
Hattiesburg, Mississippi 39401

Attn: Betsy Mercier, Director of Parks and Recreation

Dear Ms. Mercier:

This letter shall serve as our acknowledgement that the low bidder, with Bid of \$459,400.00 (includes the base bid and Alternate #1), and a contract period of 100 days, for the above referenced project is JW Chain Contractors, LLC. They hold a valid and current Certificate of Responsibility Number 24496-MC with the Mississippi State Board of Contractors and have provided you with a bid bond in accordance with the Bid Security requirements.

Based on the above facts, we anticipate that they can fulfill the duties of the proposed Contract for Construction.

Respectfully,



Christian J. Landry  
Vice-President

**RESTROOM AND PAVILION IMPROVEMENTS**

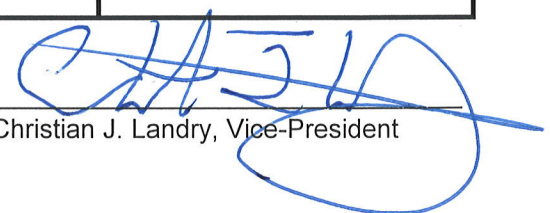
**FOR TATUM PARK**

**HATTIESBURG, MISSISSIPPI**

PROJECT NUMBER: CN 23-4030 BID DATE: February 22, 2024

| CONTRACTOR                | Resp. No. | # of Days | BASE BID     | Add Alt. #1<br>remove & replace existing<br>metal roof, gutters, trim &<br>downspouts | TOTAL        |
|---------------------------|-----------|-----------|--------------|---------------------------------------------------------------------------------------|--------------|
| Codaray Construction, LLC | 22429-MC  | 115       | \$400,800.00 | \$190,000.00                                                                          | \$590,800.00 |
| JW Chain Contractors, LLC | 24496-MC  | 100       | \$285,000.00 | \$174,400.00                                                                          | \$459,400.00 |
| MSP Enterprises, LLC      | 23400-MC  | 180       | \$306,867.00 | \$178,235.00                                                                          | \$485,102.00 |
|                           |           |           |              |                                                                                       |              |
|                           |           |           |              |                                                                                       |              |
|                           |           |           |              |                                                                                       |              |
|                           |           |           |              |                                                                                       |              |

I CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE TABULATION OF BIDS ON THE ABOVE REFERENCED PROJECT;

  
Christian J. Landry, Vice-President

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: JW Chain Contractors LLC,

Operating as a limited liability company (corporation/ partnership/ individual)

Doing (State) Business as JW Chain Contractors.

FOR The City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

**RESTROOM AND PAVILLION IMPROVEMENTS FOR TATUM PARK**

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; 100 (bidder insert days).

Bidder acknowledges receipt of the following addenda:

No. 1 (2/15/24), No. 2 (2/20/24), No. \_\_\_\_\_

No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_

**BASE BID:** Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

two hundred eighty five thousand  
dollars and no 100 \$ 285,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE PROPOSALS: Refer to Section 012300 ALTERNATES. The following alternates which modify the scope of the work per Section 011100 may be selected by the Owner as it determines such to be in its best interest:

Alternate No. 1: DESCRIPTION per Section 012300

one hundred seventy four thousand four  
hundred dollars and  $\frac{40}{100}$  \$174,400.00

**OWNERS RIGHTS:**

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

**BID SECURITY:**

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

**BIDDER QUALIFICATIONS:**

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 24496-MC

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is N/A

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are N/A

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor [Signature]

OR a Non Resident Contractor \_\_\_\_\_

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

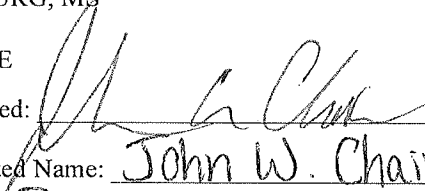
**ACCEPTANCE**

I agree to hold this proposal open for acceptance for 45 days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

RESTROOM AND PAVILION IMPROVEMENTS FOR TATUM PARK  
HATTIESBURG, MS

12/18/2023  
CN 23-4030

SIGNATURE

Signed: 

Date: 2-22-24

Printed Name: John W. Chain

Title: President & CEO

Firm: JW Chain Contractors LLC

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: 20 Hegwood Rd.

City/State/Zip: Hattiesburg, MS 39402

Office: (601) 476-1101

Cell: (985) 774-3318

END OF PROPOSAL - END OF SECTION

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE JW Chain Contractors LLC

20 Hegwood Rd, Hattiesburg, MS 39402

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hattiesburg, MS

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

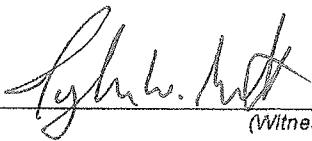
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Tatum Park Pavilion & Restroom Improvements, Hattiesburg, MS

CN23-4030

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

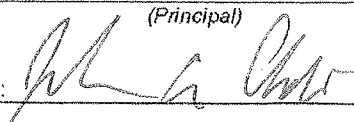
Signed and sealed this 22nd day of February, 2024

  
(Witness)

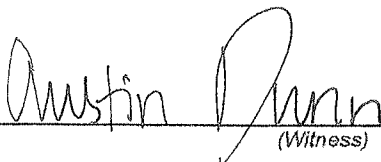
JW Chain Contractors LLC

(Principal)

(Seal)

By: 

PRESIDENT  
(Title)

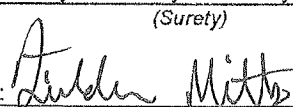
  
(Witness)



The Gray Casualty & Surety Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Fielden Mitts

(Title)

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond  
Principal: JW Chain Contractors LLC  
Obligee: City of Hattiesburg, MS

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28<sup>th</sup> day of October, 2021.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28<sup>th</sup> day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of February, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of February, 2024.

*Leigh Anne Henican*





SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: MSP Enterprises LLC,

Operating as a Sole proprietorship LLC (corporation/ partnership/ individual)

Doing (State) Business as MSP Enterprises LLC.

FOR The City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

**RESTROOM AND PAVILLION IMPROVEMENTS FOR TATUM PARK**

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days: 180 (bidder insert days).

Bidder acknowledges receipt of the following addenda:

No. 1, No. 2, No. \_\_\_\_\_

No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

Three Hundred Six Thousand  
Eight hundred Six Seven \$ 306,867

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE PROPOSALS: Refer to Section 012300 ALTERNATES. The following alternates which modify the scope of the work per Section 011100 may be selected by the Owner as it determines such to be in its best interest:

Alternate No. 1: DESCRIPTION per Section 012300

One hundred Seventy Eight Thousand  
Two hundred Thirty Five \$ 178,235

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 23400-MC

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is N/A

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are N/A

Bidder certifies that he is: (initial)

a Mississippi Resident Contractor MP

OR a Non Resident Contractor \_\_\_\_\_

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45 days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

RESTROOM AND PAVILION IMPROVEMENTS FOR TATUM PARK  
HATTIESBURG, MS

12/18/2023  
CN 23-4030

SIGNATURE

Signed: Michael S Patterson Date: 2/22/24

Printed Name: Michael S Patterson

Title: Owner

Firm: MSP Enterprises LLC

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: 683 RV Lindley Rd

City/State/Zip: Moselle MS 39459

Office: (601) 270 3702 Cell: (601) 270-3702

END OF PROPOSAL - END OF SECTION

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

MSP Enterprises, LLC  
683 RV Lindley Road  
Moselle, MS 39459

### SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company  
6300 University Parkway  
Sarasota, FL 34240

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Hattiesburg, Mississippi  
City Hall, 200 Forrest Street  
Hattiesburg, MS 39401

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

CN# 23-4030, Restroom and Pavilion Improvements for Tatum Park, Hattiesburg, Mississippi

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of February, 2024

MSP Enterprises, LLC

(Principal)

(Seal)

(Witness)

By:

(Title)

FCCI Insurance Company

(Surety)

(Seal)

By:

(Title) Amanda Jean Charfauros Attorney-in-Fact

Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.

(Witness)

Braxton Brumfield





## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Amanda Jean Charfauros**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

Surety Bond No.: Bid Bond

Principal: MSP Enterprises, LLC

Obligee: City of Hattiesburg, Mississippi

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 20th day of February, 2024

Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: Codaway Construction LLC,

Operating as a Mississippi (~~corporation~~) partnership/ individual)

Doing (State) Business as Codaway Construction LLC.

FOR The City of Hattiesburg, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

**RESTROOM AND PAVILLION IMPROVEMENTS FOR TATUM PARK**

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; 115 (**bidder insert days**).

Bidder acknowledges receipt of the following addenda:

No. 1 - 2/15/24, No. 2 - 2/20/24, No. \_\_\_\_\_

No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

Four Hundred Thousand Eight Hundred,  
\$ 408,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE PROPOSALS: Refer to Section 012300 ALTERNATES. The following alternates which modify the scope of the work per Section 011100 may be selected by the Owner as it determines such to be in its best interest:

Alternate No. 1: DESCRIPTION per Section 012300

One Hundred Ninety Thousand  
\$ 190,000

**OWNERS RIGHTS:**

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

**BID SECURITY:**

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

**BIDDER QUALIFICATIONS:**

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 22429-MC.

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is N/A.

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are N/A.

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor MP

OR a Non Resident Contractor \_\_\_\_\_

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

**ACCEPTANCE**

I agree to hold this proposal open for acceptance for 45 days after the bid date and certify that I am authorized to enter my firm into a binding contract if this proposal is accepted.

RESTROOM AND PAVILION IMPROVEMENTS FOR TATUM PARK  
HATTIESBURG, MS

12/18/2023  
CN 23-4030

SIGNATURE

Signed:  Date: 2/22/24

Printed Name: Matt C. Pace

Title: President

Firm: Codara Construction, LLC

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and Bid Bond as applicable and as it is to appear in a contract).

Address: P.O. Box 16628

City/State/Zip: Hattiesburg, MS 39404

Office: (601) 909-9260 Cell: ( )

END OF PROPOSAL - END OF SECTION





# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Codaray Construction, LLC  
P.O. Box 16628  
Hattiesburg, MS 39404

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183-6014

**OWNER:**

*(Name, legal status and address)*

City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of the Amount Bid-----

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Tatum Park Pavilion Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this        **22nd**        day of        **February**        , 2024

  
(Witness)

**Codaray Construction, LLC**

(Contractor as Principal)

(Seal)

(Title)

**Travelers Casualty and Surety Company of America**

(Surety)

(Seal)

(Title)

**Kimberly B. Barhum, Attorney-In-Fact  
MS Resident Agent**



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KIMBERLY B BARHUM** of **GULFPORT**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

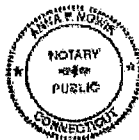
By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



*Anna P. Nowik*

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **February**, **2024**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Hunter White, Deputy Director, Lakecia Buckhalter, Office Assistant  
**cc:** Marybeth Bergin, Director of Engineering and Traffic  
**Date:** Tuesday, March 5, 2024  
**Re:** Acknowledge receipt of a Temporary Easement from H.T.R. Development, LLC for 127 Buschman Street for the purposes of constructing public improvements.  
File Number: 2024-134  
Minute Book #

---

## Summary

Acknowledge receipt of a Temporary Easement from H.T.R. Development, LLC for 127 Buschman Street for the purposes of constructing public improvements.

## Recommendation Statement

Please place this on the March 5, 2024 City Council meeting for consideration.

---

**Grantee, prepared by and return to:**City of HattiesburgDepartment of EngineeringPost Office Box 1898Hattiesburg, MS 39403-1898Phone: 601-545-4540**Grantor's Address:**H.T.R. Development, LLCChristy Richardson127 Buschman Street, STE 10Hattiesburg, MS 39401Phone: 601-544-7273**TEMPORARY ACCESS EASEMENT****INDEXING INSTRUCTIONS:****West Corner of said Block 62 of the Kamper & Whinnery Subdivision,  
FORREST COUNTY, MISSISSIPPI**

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived here from,

**H.T.R. Development, LLC ("Grantor")**, does hereby grant and convey unto the **City of Hattiesburg ("Grantee")**, a Mississippi municipal corporation, a **Temporary Access Easement** over, across and upon a parcel of real property for the construction and maintenance of drainage facilities over and across the following described real property, situated and located in the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly and certainly described as follows:

**Commence at an Iron Pin Set at the West Corner of said Block 62 of the Kamper & Whinnery Subdivision, City of Hattiesburg, Forrest County, Mississippi; thence run N44°31'47"E along the Southern Right-of-Way of Buschman Street for 223.41 feet, thence continue N44°31'47"E along said Southern Right-of-way for 7.41 feet to and for the Point-of-Beginning, thence run S24°49'18"E for 98.43 feet, thence run S37°00'28"E for 47.44 feet, thence run 74.63 feet along a curve to the left, said curve having a radius of 68.00 feet, a chord bearing of S68°16'57"E and a chord length of 70.60 feet, thence run 14.27 feet along a curve to the left, said curve having a radius of 44.50 feet, a chord bearing of N71°15'21"E and a chord length of 14.21 feet, thence run N62°04'08"E for 1.17 feet, thence run 28.70 feet along a curve to the left, said curve having a radius of 104.50 feet, a chord bearing of N54°21'41"E and a chord length of 28.03 feet, thence run N43°20'45"W for 53.79 feet, thence run N46°39'15"E for 75.86 feet, thence run S61°54'27"W for 20.76 feet, thence run S45°57'09"E for 42.85 feet, thence run 31.79 feet along a curve to the right, said curve having a radius of 53.00 feet, a chord bearing of N27°00'20"E and a chord length of 31.32 feet, thence run N44°11'35"E for 68.00 feet, thence run N45°48'25"E for 24.28 feet, thence run S84°00'05"W for 61.87 feet, thence run N58°00'09"W for 144.05 feet to the Southern Right-of-Way of Buschman Street, thence run S44°46'02"W along said Southern right-of-way for 74.32 feet back to the Point-of-Beginning. The above Herein Described Temporary Access Easement contains 0.59 acres.**

The Grantee herein is given full rights to do whatever may be reasonably necessary and proper for the enjoyment of the drainage easement granted herein, including the right of ingress and egress and the right to clear said Easement Area of selected vegetation such as shrubs, trees, and other vegetation as may be necessary to maintain said Easement Area. The Grantee will restore any damage to the Easement

Area or Grantor's adjacent property caused by this action or Grantee's use of the Easement Area.

It is understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed easement, and/or any other damage, right or claim whatsoever.

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

WITNESS MY SIGNATURE on this 23 day of February, A.D., 2024.

By: Christy Richardson

STATE OF MISSISSIPPI

COUNTY OF Forrest

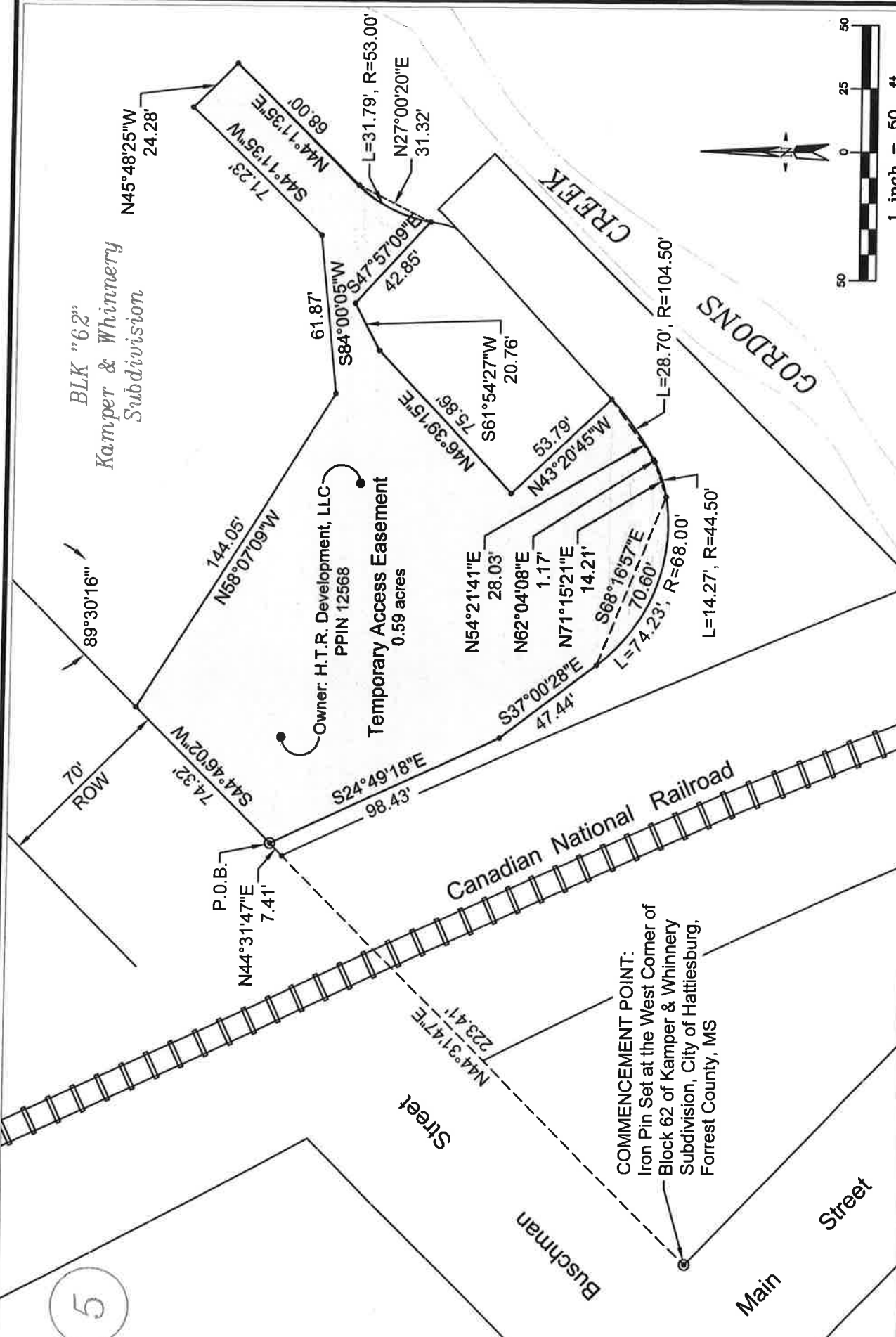
Personally, appeared before me, the undersigned authority in and for said county and state, on this 23 day of February, A.D., 2024, within my jurisdiction, the within named **CHRISTY RICHARDSON**, who acknowledged that she executed the above and foregoing instrument.



Lacey N. Buckhalter  
NOTARY PUBLIC

My commission expires: 2027.

BLK "62"  
Kamper & Whinnery  
Subdivision



5





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Ratify and confirm the Mayor's appointment of Andie Szabo to the Southeast Mississippi Community Investment Corporation Board of Directors for a 3-year term beginning March 5, 2024, and ending March 4, 2027.  
File Number: 2024-135  
Minute Book #

---

## Summary

Appointment of Andie Szabo to the Southeast Mississippi Community Investment Corporation Board of Directors.

## Recommendation Statement

I recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Ratify and confirm the Mayor's appointment of Mike Carpenter to the Police Citizens Review Board for a term beginning March 5, 2024, and ending March 4, 2028.  
File Number: 2024-136  
Minute Book #

---

## Summary

Appointment of Mike Carpenter to Police Citizens Review Board.

## Recommendation Statement

I recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Acknowledge receipt of the monthly budget report for the month ending February 29, 2024.  
File Number: 2024-119  
Minute Book #

---

## Summary

Monthly budget report for February 2024.

## Recommendation Statement

I recommend the approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Sylvester London, Division Manager  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Acknowledge receipt of the two-quote docket.  
File Number: 2024-123  
Minute Book #

---

## Summary

Acknowledge receipt of the unadvertised bid docket for the period of January 27, 2024 through February 23, 2024, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) of the Mississippi Code.

## Recommendation Statement

Attached is the unadvertised bid docket for the period of January 27, 2024 through February 23, 2024, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgment on the minutes of the City Council. Should There be any questions, please feel free to contact my office

Please place this on the March 5, 2024 City Council meeting for consideration.

| SUCCESSFUL BID/<br>OTHER BID        | PURCHASE ORDER | BID AMOUNT   | ITEM DESCRIPTION                            |
|-------------------------------------|----------------|--------------|---------------------------------------------|
|                                     |                |              |                                             |
| COURTESY MOTORS INC                 | 2401657        | \$ 48,147.94 | MAYOR ADMIN-VEHICLE/2023 FORD EXPLORER      |
| KIRK AUTOMOTIVE                     |                | \$ 49,300.00 |                                             |
|                                     |                |              |                                             |
| SOUTHERN EXTERIORS FENCE CO         | 2401668        | \$ 36,714.94 | FENCING FOR FOUR STATIONS                   |
| JEFCOAT FENCE COMPANY INC           |                | \$ 44,134.69 |                                             |
|                                     |                |              |                                             |
| UNITED FENCE COMPANY                | 2401684        | \$ 6,355.00  | CIVIC CENTER PARKING GARAGE FENCE REPAIR    |
| JEFCOAT FENCE COMPANY INC           |                | \$ 6,950.00  |                                             |
|                                     |                |              |                                             |
| FOUR SEASONS LAWN AND LANDSCAPE LLC | 2401713        | \$ 48,340.00 | LANDSCAPING & TREE INSTALL                  |
| SHADE LANDSCAPE                     |                | \$ 73,906.00 |                                             |
|                                     |                |              |                                             |
| JEFCOAR FENCE OF HATTIESBURG        | 2401904        | \$ 46,225.94 | FENCE REPLACEMENT                           |
| UNITED FENCE COMPANY                |                | \$ 46,896.00 |                                             |
|                                     |                |              |                                             |
| LOCALITY MEDIA INC/FIRST DUE        | 2401935        | \$ 18,700.00 | FIRE REPORTING & INSPECTIONS SOFTWARE       |
| ECO                                 |                | \$ 29,910.00 |                                             |
|                                     |                |              |                                             |
| SIGNS FIRST                         | 2401944        | \$ 6,328.00  | PUBLIC SAFETY COMPLEX SIGNAGE MEMORIAL PARK |
| ALL SIGNS INC                       |                | \$ 6,835.24  |                                             |
|                                     |                |              |                                             |
| CENTRAL ALABAMA TRAINING SOLUTIONS  | 2401971        | \$ 61,965.00 | MAKO CASCADE SYSTEM                         |
| CHANNEL INNOVATIONS CORPORATION     |                | \$ 79,000.00 |                                             |

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401657

ITEM MAYOR ADMIN-VEHICLE/2023 FORD EXPLORER

BID #1

WINNING BID

COMPANY COURTESY MOTORS INC

BID

AMOUNT \$48,147.94

BID #2

COMPANY KIRK AUTOMOTIVE

BID

AMOUNT \$49,300.00

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

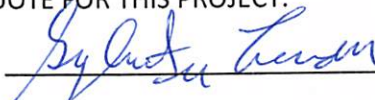
BID #4

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

  
\_\_\_\_\_  
Sylvester London, DIVISION MANAGER



City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

Bill To 1001  
City of Hattiesburg  
P.O. BOX 1898  
Hattiesburg, MS 39401

Ship To 1000  
200 Forrest St - 2nd Floor  
Hattiesburg, MS 39401

Vendor 2565  
COURTESY MOTORS INC  
6905 US HWY 98 W  
HATTIESBURG, MS 39402

## Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401657**  
Purchase Order Date 01/26/2024  
Department CITY COUNCIL

FID 64-6000432

| VENDOR PHONE NUMBER | VENDOR EMAIL                 | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME     | DELIVERY REFERENCE |
|---------------------|------------------------------|---------------|--------------------|----------------|--------------------|
| 601-264-5555        | DMCMULLAN@PINEBELTMOTORS.COM | 2565          | 2401499            | Archie Brewton |                    |

### NOTES

2-QUOTE/MAYOR ADMIN-VEHICLE/2023 FORD EXPLORER  
PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION                                                                           | QUANTITY | UOM  | UNIT PRICE    | EXTENDED PRICE |
|--------|---------------------------------------------------------------------------------------|----------|------|---------------|----------------|
| 1      | 2 QUOTE/MAYOR ADMIN VEHICLE/COURTESY FORD/2023 FORD EXPLORER<br>GL #: 002300 - 745000 | 1.0000   | EACH | \$48,147.9400 | \$48,147.94    |

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 \$48,147.94

Purchase Order Total \$48,147.94

City Clerk



MAYOR  
*Toby Barker*

COUNCIL - WARD ONE  
*Jeffrey George*

COUNCIL - WARD TWO  
*Deborah Denard Delgado*

COUNCIL - WARD THREE  
*Carter Carroll*

COUNCIL - WARD FOUR  
*Dave Ware*

COUNCIL - WARD FIVE  
*Nicholas Brown*

City of Hattiesburg  
2-Quote Bid Specifications  
New 2023 or newer Ford Explorer XLT RWD  
2.3L EcoBoost 1-4 Engine  
119" Wheelbase  
10-Speed Automatic Transmission  
White Met Tri-Coat Exterior  
Sandstone Activex Seat Material Interior

Vendor shall provide one (1) new 2023 or newer Ford Explorer XLT RWD to meet the following specifications:

Exterior

DOOR HANDLES - BODY COLOR  
EASY FUEL® CAPLESS FILLER  
HEADLAMPS - AUTO LED  
LED SIGNATURE LIGHTING  
MIRRORS-MAN-FOLD DUAL PWR  
HEATED WITH APPROACH LAMPS  
POWER LIFTGATE  
PRIVACY GLASS - REAR DOORS  
REAR INT WIPER/WASH/DFRST  
REAR SPOILER, BODY COLOR  
ROOF-RACK SIDE RAILS-BLACK  
TAILLAMPS-LED  
TRAILER SWAY CONTROL  
VARIABLE INTERVAL WIPERS

INTERIOR

1TOUCH UP/DOWN DR/PASS WIN  
3RD ROW - 50/50 FOLD FLAT  
DUAL ILLUM VIS VANITY MIRR  
FRONT ROW HEATED SEATS  
IP CLUSTER 6.5" LCD SCREEN





LTHR WRAPPED STEERING WHL  
W/MOUNTED CTRLS, TILT/TELE  
POWER DRIVER SEAT - 10 WAY  
POWERPOINTS - 12V  
ROTARY GEAR SHIFT DIAL  
TRI-ZONE ELECTRNC TMP CTRL  
USB A(1) AND C(1)-1ST ROW

**FUNCTIONAL**

4-DR INTELL ACCESS LOCK/  
UNLOCK W/PUSH-BUTTON START  
AM/FM/MP3, 6 SPEAKERS  
BRAKES, 4-WHEEL DISC/ABS  
FORD CO-PILOT360™  
FORDPASS™ CONNECT  
HILL START ASSIST  
REAR PARKING SENSORS  
REAR VIEW CAMERA  
REFRESH95  
SIDE-WIND STABILIZATION  
SIRIUSXM® - SVC N/A AK&HI  
SYNC®3 8" SCR N W/APPLINK®

**SAFETY/SECURITY**

ADVANCETRAC™ WITH RSC®  
AIRBAG-DRIVER/PASS KNEE  
AIRBAGS - DUAL STAGE FRONT  
AIRBAGS - FRONT SEAT  
MOUNTED SIDE IMPACT  
AIRBAGS - SAFETY CANOPY®  
INDIV TIRE PRESS MONIT SYS  
LATCH CHILD SAFETY SYSTEM  
PERIMETER ALARM  
PERSONAL SAFETY SYSTEM™  
SOS POST-CRASH ALERT SYS™

**WARRANTY**

3YR/36,000 BUMPER / BUMPER  
5YR/60,000 POWERTRAIN  
5YR/60,000 ROADSIDE ASSIST

**Also Included on this Vehicle-Equipment Group 202A**

REMOTE START SYSTEM  
HEATED STEERING WHEEL  
8-WAY POWER PASSENGER SEAT  
OPTIONAL EQUIPMENT/OTHER  
2023 MODEL YEAR

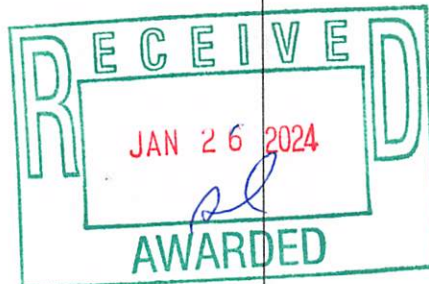


STAR WHITE MET TRI-COAT  
P255/55R20 A/S BSW TIRES  
FLR LNERS/CARPET MATS:RWS 1&2  
CARGO AREA MANAGEMENT SYSTEM  
50 STATE EMISSIONS NO CHARGE  
CLASS IV TRAILER TOW PACKAGE NO CHARGE  
4G LTE WI-FI HOTSPOT CREDIT -  
360-DEGREE CAMERA CREDIT -  
20" PREMIUM PAINTED ALUM WHLS  
FORD CO-PILOT360 ASSIST+  
ADAPTIVE CRUISE CONTROL  
VOICE-ACTV TOUCHSCRN NAV SYS  
EVASIVE STEERING ASSIST  
XLT TECHNOLOGY PACKAGE  
B&O SOUND SYTEM W/12 SPEAKERS  
AUTO-DIMMING REARVIEW MIRROR  
WIRELESS CHARGING PAD

Bid Price: \$48,147.<sup>94</sup>

Date: 1/24/2024

Authorized Signature: 





MAYOR  
*Toby Barker*

COUNCIL - WARD ONE  
*Jeffrey George*

COUNCIL - WARD TWO  
*Deborah Denard Delgado*

COUNCIL - WARD THREE  
*Carter Carroll*

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*Dave Ware*

COUNCIL - WARD FIVE  
*Nicholas Brown*

City of Hattiesburg  
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119" Wheelbase  
10-Speed Automatic Transmission  
White Met Tri-Coat Exterior  
Sandstone Activex Seat Material Interior

Vendor shall provide one (1) new 2023 or newer Ford Explorer XLT RWD to meet the following specifications:

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HEADLAMPS - AUTO LED  
LED SIGNATURE LIGHTING  
MIRRORS-MAN-FOLD DUAL PWR  
HEATED WITH APPROACH LAMPS  
POWER LIFTGATE  
PRIVACY GLASS - REAR DOORS  
REAR INT WIPER/WASH/DFRST  
REAR SPOILER, BODY COLOR  
ROOF-RACK SIDE RAILS-BLACK  
TAILLAMPS-LED  
TRAILER SWAY CONTROL  
VARIABLE INTERVAL WIPERS

**INTERIOR**

1TOUCH UP/DOWN DR/PASS WIN  
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DUAL ILLUM VIS VANITY MIRR  
FRONT ROW HEATED SEATS  
IP CLUSTER 6.5" LCD SCREEN

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W/MOUNTED CTRLS, TILT/TELE  
POWER DRIVER SEAT - 10 WAY  
POWERPOINTS - 12V  
ROTARY GEAR SHIFT DIAL  
TRI-ZONE ELECTRNC TMP CTRL  
USB A(1) AND C(1)-1ST ROW

**FUNCTIONAL**

4-DR INTELL ACCESS LOCK/  
UNLOCK W/PUSH-BUTTON START  
AM/FM/MP3, 6 SPEAKERS  
BRAKES, 4-WHEEL DISC/ABS  
FORD CO-PILOT360™  
FORDPASS™ CONNECT  
HILL START ASSIST  
REAR PARKING SENSORS  
REAR VIEW CAMERA  
REFRESH95  
SIDE-WIND STABILIZATION  
SIRIUSXM® - SVC N/A AK&HI  
SYNC®3 8" SCR N W/APPLINK®

**SAFETY/SECURITY**

ADVANCETRAC™ WITH RSC®  
AIRBAG-DRIVER/PASS KNEE  
AIRBAGS - DUAL STAGE FRONT  
AIRBAGS - FRONT SEAT  
MOUNTED SIDE IMPACT  
AIRBAGS - SAFETY CANOPY®  
INDIV TIRE PRESS MONIT SYS  
LATCH CHILD SAFETY SYSTEM  
PERIMETER ALARM  
PERSONAL SAFETY SYSTEM™  
SOS POST-CRASH ALERT SYS™

**WARRANTY**

3YR/36,000 BUMPER / BUMPER  
5YR/60,000 POWERTRAIN  
5YR/60,000 ROADSIDE ASSIST

**Also Included on this Vehicle-Equipment Group 202A**

REMOTE START SYSTEM  
HEATED STEERING WHEEL  
8-WAY POWER PASSENGER SEAT  
OPTIONAL EQUIPMENT/OTHER  
2023 MODEL YEAR

STAR WHITE MET TRI-COAT  
P255/55R20 A/S BSW TIRES  
FLR LNERS/CARPET MATS:RWS 1&2  
CARGO AREA MANAGEMENT SYSTEM  
50 STATE EMISSIONS NO CHARGE  
CLASS IV TRAILER TOW PACKAGE NO CHARGE  
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360-DEGREE CAMERA CREDIT -  
20" PREMIUM PAINTED ALUM WHLS  
FORD CO-PILOT360 ASSIST+  
ADAPTIVE CRUISE CONTROL  
VOICE-ACTV TOUCHSCRN NAV SYS  
EVASIVE STEERING ASSIST  
XLT TECHNOLOGY PACKAGE  
B&O SOUND SYTEM W/12 SPEAKERS  
AUTO-DIMMING REARVIEW MIRROR  
WIRELESS CHARGING PAD

Bid Price: 49,300

Date: 1/24/24

Authorized Signature: 

## London, Sylvester

---

**From:** Jones, Ann  
**Sent:** Friday, January 26, 2024 8:14 AM  
**To:** London, Sylvester; Jackson, Destiny  
**Cc:** Brewton, Archie  
**Subject:** Ford Explorer 2-quotes  
**Attachments:** hburgXLT\_2024\_1\_25\_15\_3\_43\_84559.pdf; scan.pdf

Sylvester

The bid in the amount of \$48,147.00 is from Courtesy Ford, Signed by Ritchie Bearden 662-360-8590

The bid in the amount of \$49,300.00 is from Kirk Automotive, Signed by Wes Herring 601-503-4534

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401668

ITEM FENCING FOR FOUR STATIONS

BID #1

WINNING BID

COMPANY SOUTHERN EXTERIORS FENCE CO

BID

AMOUNT \$36,714.94

BID #2

COMPANY JEFCOAT FENCE COMPANY INC

BID

AMOUNT \$44,134.69

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

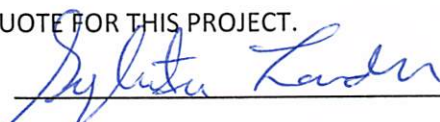
BID #4

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

  
Sylvester London, DIVISION MANAGER



City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

## Purchase Order

Fiscal Year 2024

Page 1 of 1

Bill To 1001  
City of Hattiesburg  
P.O. BOX 1898  
Hattiesburg, MS 39401

Ship To 1011  
900 James St  
Hattiesburg, MS 39401

Purchase Order Number **02401668**  
Purchase Order Date 01/29/2024  
Department WATER PLANT DIVISION

FID 64-6000432

Vendor 4270  
SOUTHERN EXTERIORS FENCE CO  
31023 CRANE CREEK ROAD  
PERKINSTON, MS 39573

| VENDOR PHONE NUMBER | VENDOR EMAIL         | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME   | DELIVERY REFERENCE |
|---------------------|----------------------|---------------|--------------------|--------------|--------------------|
|                     | rnecaise@sefence.com | 4270          | 2401509            | Rob Waggoner |                    |

### NOTES

TWO QUOTE: FENCING AT STATIONS, WATER/SEWER DEPT.  
Please send invoices to [rwaggoner@hattiesburgms.com](mailto:rwaggoner@hattiesburgms.com)

| ITEM # | DESCRIPTION                                                                                            | QUANTITY | UOM  | UNIT PRICE   | EXTENDED PRICE |
|--------|--------------------------------------------------------------------------------------------------------|----------|------|--------------|----------------|
| 1      | HWY 98 BOOSTER STATION AS QUOTED W/ 03/14 COMPLETION<br>GL #: 009673 - 604900 \$9,881.20               | 1.0000   | EACH | \$9,881.2000 | \$9,881.20     |
| 2      | LINCOLN RD. & S.28TH BOOSTER STATION AS QUOTED W/ 03/21 COMPLETION<br>GL #: 009673 - 604900 \$9,205.41 | 1.0000   | EACH | \$9,205.4100 | \$9,205.41     |
| 3      | LINCOLN RD. EXT. BOOSTER STATION AS QUOTED W/ 04/04 COMPLETION<br>GL #: 009673 - 604900 \$8,480.33     | 1.0000   | EACH | \$8,480.3300 | \$8,480.33     |
| 4      | TURTLE CREEK LIFT STATION AS QUOTED W/ 04/11 COMPLETION<br>GL #: 009673 - 604900 \$9,148.00            | 1.0000   | EACH | \$9,148.0000 | \$9,148.00     |

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 \$36,714.94  
**Purchase Order Total \$36,714.94**

City Clerk





31023 Crane Creek Rd.  
Perkinston, Ms  
Office: 228.586.2110  
Fax: 228.255.6747

## Estimate

Date: **1/11/24**

### Customer Information:

City of Hattiesburg  
Station Name: Turtle Creek Lift Station  
Hattiesburg  
POC: Alan Howe  
601.569.6133

| Description                                                                                                                                                                                                                          | Quantity | Rate    | Amount |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|--------|
| Remove 119 lf of Existing Chainlink Fence.<br>Furnish and Install 127 lf of 6' H Commercial Grade<br>Black Coated Chain-link Fence with (3) Strands Barbwire<br>Plus (1) 4' Walk Gate and (1) 12' Double Gate.<br>Plus Privacy Slats | 1        | 9148.00 | 9148   |
| Valid Thru 1/30/24<br>Delivery Date 4/11/24                                                                                                                                                                                          |          |         |        |
|                                                                                                                                                   |          |         |        |
| Note: SEFCO not responsible for any underground<br>utilities not marked prior to installation.<br>(1) year warranty on workmanship (excludes repairs,<br>warping, twisting, and cracking of wood).                                   |          |         |        |

9,148.00 +  
9,881.20 +  
8,480.33 +  
9,205.41 +  
36,714.94 \*

|              |   |    |                 |
|--------------|---|----|-----------------|
| Subtotal     |   | \$ | 9,148.00        |
| Sales Tax    | 0 |    | \$0.00          |
| <b>Total</b> |   |    | <b>9,148.00</b> |



31023 Crane Creek Rd.  
Perkinston, Ms  
Office: 228.586.2110  
Fax: 228.255.6747

## Estimate

Date: **1/11/24**

### Customer Information:

City of Hattiesburg  
Station Name: Hwy 98 Booster Station  
6223 US 98  
Hattiesburg  
POC: Alan Howe  
601.569.6133

| Description                                                                                                                                                                                  | Quantity | Rate    | Amount |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|--------|
| Furnish and Install 170 lf of 6' H Commercial Grade Black Coated Chain-link Fence with (3) Strands Barbwire Plus (1) 4' Walk Gate and (1) 10' Double Gate. Plus Privacy Slats                | 1        | 9881.20 | 9881   |
| Valid Thru 1/30/24<br>Delivery Date 3/14/24                                                                                                                                                  |          |         |        |
|                                                                                                           |          |         |        |
| Note: SEFCO not responsible for any underground utilities not marked prior to installation.<br>(1) year warranty on workmanship (excludes repairs, warping, twisting, and cracking of wood). |          |         |        |

|           |   |    |          |
|-----------|---|----|----------|
| Subtotal  |   | \$ | 9,881.20 |
| Sales Tax | 0 |    | \$0.00   |
| Total     |   |    | 9,881.20 |



31023 Crane Creek Rd.  
Perkinston, Ms  
Office: 228.586.2110  
Fax: 228.255.6747

## Estimate

Date: **1/11/24**

### Customer Information:

City of Hattiesburg  
Station Name: Lincoln Rd Extension Booster Station  
1 Lincoln Rd  
Hattiesburg  
POC: Alan Howe  
601.569.6133

| Description                                                                                                                                                                                        | Quantity | Rate    | Amount |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|--------|
| Furnish and Install 142 lf of 6' H Commercial Grade<br>Black Coated Chain-link Fence with (3) Strands Barbwire<br>Plus (1) 4' Walk Gate and (1) 10' Double Gate.<br>Plus Privacy Slats             | 1        | 8480.33 | 8480   |
| Valid Thru 1/30/24<br>Delivery Date 4/4/24                                                                                                                                                         |          |         |        |
|                                                                                                                 |          |         |        |
| Note: SEFCO not responsible for any underground<br>utilities not marked prior to installation.<br>(1) year warranty on workmanship (excludes repairs,<br>warping, twisting, and cracking of wood). |          |         |        |

|           |   |    |          |
|-----------|---|----|----------|
| Subtotal  |   | \$ | 8,480.33 |
| Sales Tax | 0 |    | \$0.00   |
| Total     |   |    | 8,480.33 |



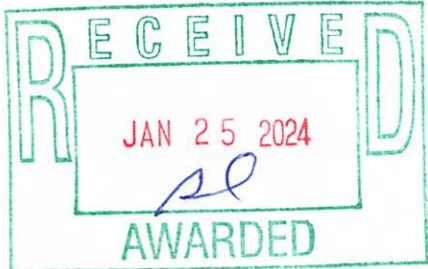
31023 Crane Creek Rd.  
Perkinston, Ms  
Office: 228.586.2110  
Fax: 228.255.6747

## Estimate

Date: **1/11/24**

### Customer Information:

City of Hattiesburg  
Station Name: Lincoln Rd South 28th Booster Station  
2801 Church St  
Hattiesburg  
POC: Alan Howe  
601.569.6133

| Description                                                                                                                                                                                        | Quantity | Rate    | Amount |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|--------|
| Furnish and Install 135 lf of 6' H Commercial Grade<br>Black Coated Chain-link Fence with (3) Strands Barbwire<br>Plus (1) 4' Walk Gate and (2) 6' Walk Gate.<br>Plus Privacy Slats                | 1        | 9205.41 | 9205   |
| Valid Thru 1/30/24<br>Delivery Date 3/21/24                                                                                                                                                        |          |         |        |
|                                                                                                                 |          |         |        |
| Note: SEFCO not responsible for any underground<br>utilities not marked prior to installation.<br>(1) year warranty on workmanship (excludes repairs,<br>warping, twisting, and cracking of wood). |          |         |        |

|           |   |    |          |
|-----------|---|----|----------|
| Subtotal  |   | \$ | 9,205.41 |
| Sales Tax | 0 |    | \$0.00   |
| Total     |   |    | 9,205.41 |



# PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg  
P. O. Box 1167  
Hattiesburg, MS 39403  
Phone: 601-583-0516  
Fax 601-336-7779



"The Name that Secures Your Trust"  
[www.jefcoatfenceofhattiesburg.com](http://www.jefcoatfenceofhattiesburg.com)

QUOTE IS VALID FOR 30 DAYS.

|           |                           |             |                                                                                              |
|-----------|---------------------------|-------------|----------------------------------------------------------------------------------------------|
| Company   | City of hattiesburg       | From        | Kenny Smith                                                                                  |
|           | Turtle creek lift station | Date:       | 11/16/2023                                                                                   |
| Fax/Email |                           | Cell Phone: | 601 408 3303                                                                                 |
| Re:       | london                    | Email:      | <a href="mailto:kenny@jefcoatfenceofhattiesburg.com">kenny@jefcoatfenceofhattiesburg.com</a> |

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC  
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide labor as follows to Install

Install 142' of 6+3 blackvinyl chainlink 8ga

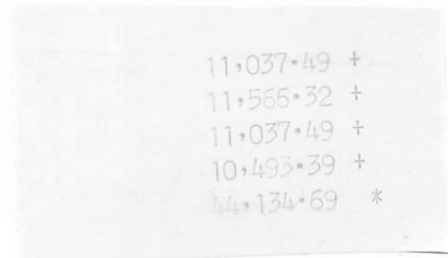
1- 4' walk gate

1- 12' double gate

Braced and truss

6' privacy slats black in color

amount\$11,037.49



\*\*\*Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any QUOTE 5 days beyond the original date. \*\*\*

**All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others**

Thank you  
Kenny Smith  
General Manager

ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.

NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

## ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

# PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg  
P. O. Box 1167  
Hattiesburg, MS 39403  
Phone: 601-583-0516  
Fax 601-336-7779



"The Name that Secures Your Trust"  
[www.jefcoattenceofhattiesburg.com](http://www.jefcoattenceofhattiesburg.com)

QUOTE IS VALID FOR 30 DAYS.

|           |                        |             |                                                                                              |
|-----------|------------------------|-------------|----------------------------------------------------------------------------------------------|
| Company   | City of hattiesburg    | From        | Kenny Smith                                                                                  |
|           | Hwy 98 booster station | Date:       | 11/16/2023                                                                                   |
| Fax/Email |                        | Cell Phone: | 601 408 3303                                                                                 |
| Re:       | london                 | Email:      | <a href="mailto:kenny@jefcoattenceofhattiesburg.com">kenny@jefcoattenceofhattiesburg.com</a> |

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC  
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide labor as follows to Install

Install 170' of 6+3 blackvinyl chainlink 8ga

1- 4' walk gate

1- 10' double gate

Braced and truss

6' privacy slats black in color amount\$11,566.32

\*\*\*Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any QUOTE 5 days beyond the original date. \*\*\*

**All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others**

Thank you  
Kenny Smith  
General Manager

ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.

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Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

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P. O. Box 1167  
Hattiesburg, MS 39403  
Phone: 601-583-0516  
Fax 601-336-7779



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[www.jefcoatfenceofhattiesburg.com](http://www.jefcoatfenceofhattiesburg.com)

**QUOTE IS VALID FOR 30 DAYS.**

|           |                                |             |                                                                                              |
|-----------|--------------------------------|-------------|----------------------------------------------------------------------------------------------|
| Company   | City of hattiesburg            | From        | Kenny Smith                                                                                  |
|           | Lincoln rd ext booster station | Date:       | 11/16/2023                                                                                   |
| Fax/Email |                                | Cell Phone: | 601 408 3303                                                                                 |
| Re:       | london                         | Email:      | <a href="mailto:kenny@jefcoatfenceofhattiesburg.com">kenny@jefcoatfenceofhattiesburg.com</a> |

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC  
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide labor as follows to Install

Install 142' of 6+3 black vinyl chainlink 8ga

1- 4'Walk gate

1- 10' double gate

Braced and truss

6' privacy slats black in color

amount\$11,037.49

\*\*\*Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any

QUOTE 5 days beyond the original date. \*\*\*

**All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others**

Thank you  
Kenny Smith  
General Manager

**ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.**

**NOTE:** With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

## ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

# PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg  
P. O. Box 1167  
Hattiesburg, MS 39403  
Phone: 601-583-0516  
Fax 601-336-7779



"The Name that Secures Your Trust"  
[www.jefcoattenceofhattiesburg.com](http://www.jefcoattenceofhattiesburg.com)

**QUOTE IS VALID FOR 30 DAYS.**

|           |                                           |             |                                                                                              |
|-----------|-------------------------------------------|-------------|----------------------------------------------------------------------------------------------|
| Company   | City of hattiesburg                       | From        | Kenny Smith                                                                                  |
|           | Lincoln rd & 28 <sup>th</sup> ave station | Date:       | 11/16/2023                                                                                   |
| Fax/Email |                                           | Cell Phone: | 601 408 3303                                                                                 |
| Re:       | london                                    | Email:      | <a href="mailto:kenny@jefcoattenceofhattiesburg.com">kenny@jefcoattenceofhattiesburg.com</a> |

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC  
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

To provide labor as follows to Install

Install 135' of 6+3 blackvinyl chainlink 8ga

1- 4' walk gate

2- 6' walk gates

Braced and truss

6' privacy slats black in color amount\$10,493.39

\*\*\*Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any  
QUOTE 5 days beyond the original date.\*\*\*

**All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others**

Thank you  
Kenny Smith  
General Manager

**ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.**

NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

## ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_



CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401684

ITEM CIVIC CENTER PARKING GARAGE FENCE REPAIR

BID #1

WINNING BID

COMPANY UNITED FENCE COMPANY

BID

AMOUNT \$6,355.00

BID #2

COMPANY JEFCOAT FENCE COMPANY INC

BID

AMOUNT \$6,950.00

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

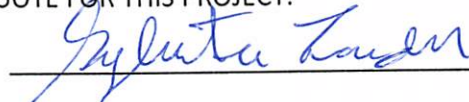
BID #4

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024 Page 1 of 1

Bill To 1001  
City of Hattiesburg  
P.O. BOX 1898  
Hattiesburg, MS 39401

Ship To 1000  
200 Forrest St - 2nd Floor  
Hattiesburg, MS 39401

Purchase Order Number 02401684  
Purchase Order Date 01/29/2024  
Department ECONOMIC DEV

FID 64-6000432

Vendor 4504  
UNITED FENCE COMPANY  
255 MCLEOD ST  
HATTIESBURG, MS 39401-3816

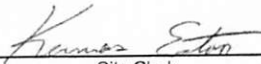
| VENDOR PHONE NUMBER | VENDOR EMAIL                | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME     | DELIVERY REFERENCE |
|---------------------|-----------------------------|---------------|--------------------|----------------|--------------------|
|                     | UNITEDFENCECO@BELLSOUTH.NET | 4504          | 2401522            | Archie Brewton |                    |

NOTES

TWO-QUOTE/CIVIC CENTER PARKING GARAGE FENCE REPAIR  
PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION                                                                  | QUANTITY | UOM  | UNIT PRICE   | EXTENDED PRICE |
|--------|------------------------------------------------------------------------------|----------|------|--------------|----------------|
| 1      | TWO-QUOTE/ CIVIC CENTER PARKING GARAGE FENCE REPAIR<br>GL #: 001402 - 604900 | 1.0000   | EACH | \$6,355.0000 | \$6,355.00     |

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

  
City Clerk

Total Ext. Price \$6,355.00  
Purchase Order Total \$6,355.00

City of Hattiesburg  
2-Quote Bid Specifications  
Civic Center Parking Garage  
4<sup>th</sup> Level Fence Extension & Repair

Vendor shall provide material, labor and equipment for the following:

- \*Re-tie Existing Fence Using Preformed Steel Ties (Same as used in Correctional Facilities)
- \*Weld All Nut & Bolts In Place
- \*Repair All Gates and Weld Hardware In Place
- \*Add Pre-built Fence Sections Between Top of Fence and Concrete Ceiling and Anchor to Concrete Ceiling

Bid Price: \$6,355.00

Date: January 29, 2024

Authorized Signature: \_\_\_\_\_

Company Name **United Fence Company**



City of Hattiesburg  
2-Quote Bid Specifications  
Civic Center Parking Garage  
4<sup>th</sup> Level Fence Extension & Repair

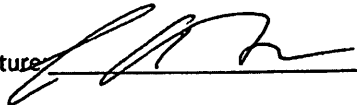
Vendor shall provide material, labor and equipment for the following:

- \*Re-tie Existing Fence Using Preformed Steel Ties (Same as used in Correctional Facilities)
- \*Weld All Nut & Bolts In Place
- \*Repair All Gates and Weld Hardware In Place
- \*Add Pre-built Fence Sections Between Top of Fence and Concrete Ceiling and Anchor to Concrete Ceiling

Bid Price: \$6,950<sup>00</sup>

Date: 1-29-24

Authorized Signature

 Carlos Flores J.P.

Company Name

Jefcoat Fence Company, Inc.  
of Hattiesburg  
P.O. Box 1167  
Hattiesburg, MS 39403

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401713

ITEM LANDSCAPING & TREE INSTALL

BID #1

WINNING BID

COMPANY FOUR SEASONS LAWN AND LANDSCAPE LLC

BID

AMOUNT \$48,340.00

BID #2

COMPANY SHADE LANDSCAPE

BID

AMOUNT \$73,906.00

—

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

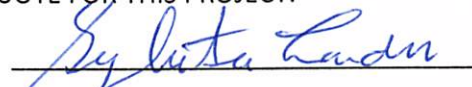
BID #4

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 1002  
200 Forrest St - 1st Floor  
Hattiesburg, MS 39401

Vendor 47187  
FOUR SEASONS LAWN AND LANDSCAPE LLC  
1620 BUSH DAIRY RD  
LAUREL, MS 39443

## Purchase Order

Fiscal Year 2024 Page 1 of 1

Purchase Order Number **02401713**  
Purchase Order Date 01/30/2024  
Department ECONOMIC DEV  
Required By 02/09/2024

FID 64-6000432

| VENDOR PHONE NUMBER | VENDOR EMAIL                  | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME      | DELIVERY REFERENCE |
|---------------------|-------------------------------|---------------|--------------------|-----------------|--------------------|
| 601-425-5856        | HMCLEOD4SEASONS@YAHOO.CO<br>M | 47187         | 2401544            | Brittany Vasser |                    |

### NOTES

TWO QUOTE - LANDSCAPING & TREE INSTALL/MB# PENDING  
PLEASE SEND INVOICES TO BVASSER@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION                                                                                     | QUANTITY | UOM  | UNIT PRICE    | EXTENDED PRICE |
|--------|-------------------------------------------------------------------------------------------------|----------|------|---------------|----------------|
| 1      | HIGHWAY 49, 38TH AVE, AND HARDY ST TREE AND PLANT MATERIAL REPLACEMENT<br>GL #: 001402 - 604900 | 1.0000   | EACH | \$48,340.0000 | \$48,340.00    |

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 \$48,340.00

Purchase Order Total \$48,340.00

City Clerk





## PARKS & RECREATION

**Vendor: Four Seasons; Attn: Hunter McLeod**

Requested Bid: Parks and Recreation, Grounds Maintenance

Project: Tree and Plant Material Replacement, City of Hattiesburg Right of Way

Locations: HWY 49, Hardy Street, 38<sup>th</sup> Avenue

*Request: January, 24, 2024*

*Bid Due: January 30, 2024*

*Installation must be completed four weeks from awarded bid date.*

Vendor shall provide total costs for the following material and labor to install. Note: If vendor cannot provide or source amount or type of trees for project, the vendor must adhere to MDOT Landscaping Standards. MDOT Landscaping documentation can be provided to the vendor upon request and vendor shall provide suggested tree substitution with specifications on bid submittal.

Highway 49: \$20,467.00

1. 28 Muskogee Crepe Myrtles – 15 gal
2. 6 Tonto Crepe Myrtles – 15 gal
3. 12 Little Gem Magnolia – 15 gal
4. 90 Teddy Bear Magnolia – 15 gal
5. Herbicide preemergent and soil drench all trees from landscape median

38<sup>th</sup> Avenue: \$17,428.00

1. Remove all dead plant material
2. Install new plant material with like size root ball and caliper to replace original landscape. New material shall be installed to replicate the previous design/layout.
3. Reduce total Parsons Juniper scheme to 1,600 from original 2,605 of scheme; planting scheme and spacing must be consistent with original layout.
4. Herbicide preemergent and bed prep included for entire landscape
5. Mulch all beds.
6. Clean worksite before completion.

Plant Legend: Crepe Myrtle Sioux, Nellie R. Stevens Standard Holly, Drift Rose Peach, Juniper Parsons

Hardy Street: \$10,445.00

1. Remove all dead plant material
2. Relocate and space existing, live Juniper as needed (current quantity 270); including island at North 29<sup>th</sup> Avenue
3. Install additional 100 Juniper to appropriate spacing
4. Replace Liriope and Drift Rose as needed in median
5. Add additional 30 Drift Roses on North 29<sup>th</sup> Avenue
6. Add additional Liriope/Muhly Grass as needed on North 29<sup>th</sup> Avenue
7. Mulch all beds.
8. Clean worksite before completion.



\$48,340.00

Total Cost

Vendor Signature

01/29/2024

Date



# PARKS & RECREATION

**Vendor: Shade Landscape; Attn: Kevin Lott**

**Requested Bid: Parks and Recreation, Grounds Maintenance**

**Project: Tree and Plant Material Replacement, City of Hattiesburg Right of Way**

**Locations: HWY 49, Hardy Street, 38<sup>th</sup> Avenue**

*Request: January, 24, 2024*

*Bid Due: January 30, 2024*

*Installation must be completed four weeks from awarded bid date.*

Vendor shall provide total costs for the following material and labor to install. Note: If vendor cannot provide or source amount or type of trees for project, the vendor must adhere to MDOT Landscaping Standards. MDOT Landscaping documentation can be provided to the vendor upon request and vendor shall provide suggested tree substitution with specifications on bid submittal.

Highway 49: \$21,576

1. 28 Muskogee Crepe Myrtles – 15 gal
2. 6 Tonto Crepe Myrtles – 15 gal
3. 12 Little Gem Magnolia – 15 gal
4. 90 Teddy Bear Magnolia – 15 gal
5. Herbicide preemergent and soil drench all trees from landscape median

38<sup>th</sup> Avenue: \$39,830

1. Remove all dead plant material
2. Install new plant material with like size root ball and caliper to replace original landscape. New material shall be installed to replicate the previous design/layout.
3. Reduce total Parsons Juniper scheme to 1,600 from original 2,605 of scheme; planting scheme and spacing must be consistent with original layout.
4. Herbicide preemergent and bed prep included for entire landscape
5. Mulch all beds.
6. Clean worksite before completion.

Plant Legend: Crepe Myrtle Sioux, Nellie R. Stevens Standard Holly, Drift Rose Peach, Juniper Parsons

Hardy Street: \$12,500

1. Remove all dead plant material
2. Relocate and space existing, live Juniper as needed (current quantity 270); including island at North 29<sup>th</sup> Avenue
3. Install additional 100 Juniper to appropriate spacing
4. Replace Liriope and Drift Rose as needed in median
5. Add additional 30 Drift Roses on North 29<sup>th</sup> Avenue
6. Add additional Liriope/Muhly Grass as needed on North 29<sup>th</sup> Avenue
7. Mulch all beds.
8. Clean worksite before completion.

\$73,906

Total Cost

  
Vendor Signature

01/29/2024

Date



CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401904

ITEM FENCE REPLACEMENT

BID #1

WINNING BID

COMPANY JEFCOAT FENCE OF HATTIESBURG

BID

AMOUNT \$46,225.94

BID #2

COMPANY UNITED FENCE COMPANY

BID

AMOUNT \$46,896.00

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

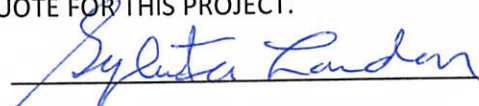
BID #4

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

  
Sylvester London, DIVISION MANAGER



City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024 Page 1 of 1

Bill To 1001 Ship To 1000  
City of Hattiesburg 200 Forrest St - 2nd Floor  
P.O. BOX 1898 Hattiesburg, MS 39401  
Hattiesburg, MS 39401

Purchase Order Number 02401904  
Purchase Order Date 02/13/2024  
Department PARKS & REC MAINT DIV  
Required By 02/16/2024

Vendor 3242  
JEFCOAT FENCE OF HATTIESBURG  
PO BOX 1167  
HATTIESBURG, MS 39403-1167

FID 64-6000432

| VENDOR PHONE NUMBER | VENDOR EMAIL                        | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME    | DELIVERY REFERENCE |
|---------------------|-------------------------------------|---------------|--------------------|---------------|--------------------|
|                     | kenny@jefcoatfenceofhattiesburg.com | 3242          | 2401707            | Betsy Mercier |                    |

NOTES

AWARDED FEB 8, 2024; TWO QUOTE FOR FENCE REPLACEME

| ITEM # | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                             | QUANTITY | UOM  | UNIT PRICE    | EXTENDED PRICE |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------|----------------|
| 1      | AWARDED FEB 8, 2024; TWO QUOTE FOR FENCE REPLACEMENT AT 9TH STREET<br>BASEBALL FIELD<br>DETAILS: TOTAL DEMO, REMOVAL AND DISPOSAL OF ALL FIELD FENCING AND<br>BACKSTOP AT 311 EAST 8TH STREET<br>1175FT OF 6FT BLACK VINYL CHAIN LINE 8G FENCING, 10FT DOUBLE GATE, 2 4FT<br>ENTRY GATES AND 125FT OF 16FT BACKSTOP<br><br>INSTALL FOR 4 WEEKS<br>GL #: 002300 - 729599 | 1.0000   | EACH | \$46,225.9400 | \$46,225.94    |

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price \$46,225.94  
Purchase Order Total \$46,225.94

# PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg  
P. O. Box 1167  
Hattiesburg, MS 39403  
Phone: 601-583-0516  
Fax 601-336-7779



"The Name that Secures Your Trust"  
[www.jefcoattenceofhattiesburg.com](http://www.jefcoattenceofhattiesburg.com)

**QUOTE IS VALID FOR 30 DAYS.**

|           |                                                              |             |                                                                                              |
|-----------|--------------------------------------------------------------|-------------|----------------------------------------------------------------------------------------------|
| Company   | City of hattiesburg<br>9 <sup>th</sup> street baseball field | From        | Kenny Smith                                                                                  |
|           |                                                              | Date:       | 2/8/2024                                                                                     |
| Fax/Email |                                                              | Cell Phone: | 601 408 3303                                                                                 |
| Re:       |                                                              | Email:      | <a href="mailto:kenny@jefcoattenceofhattiesburg.com">kenny@jefcoattenceofhattiesburg.com</a> |

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC  
MS. ELECTRONIC PROTECTION LICENSE #15024185

AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS

Install 1175' of 6' blackvinyl chainlink 8ga

1- 10' double drive gate

2- -4' walk gates

125' of 16' backstop

Enclose batters box side of dugout

amount\$46,225.94

\*\*\*Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any  
QUOTE 5 days beyond the original date. \*\*\*

**All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others**

Thank you  
Kenny Smith  
General Manager

**ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS.**

NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.

## ACCEPTANCE OF PROPOSAL

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_





# PARKS & RECREATION

Vendor: United Fence Company

Requested Bid: Parks and Recreation, Grounds Maintenance

Project: 9<sup>th</sup> Street Ballfield

Locations: 311 East 9<sup>th</sup> Street Hattiesburg, MS 39401

*Request: February 2, 2024*

*Bid Due: February 8, 2024*

Vendor shall provide total costs for the following material and labor.

This bid shall encompass total demo, removal, disposal and replacement of the baseball field fencing and backstop at this City athletic field.

- 1175ft of 6ft black vinyl chain-link 8 gauge fencing
- 1, 10ft double gate
- 2, 4ft walk gate
- 125feet of 16ft backstop
- Note: dugout must be enclosed on batter's box side

Please perform a walk-through of the facility prior to submitting your request. Should you have questions or need clarification on this project, please email [bmercier@hattiesburgms.com](mailto:bmercier@hattiesburgms.com).

**Bid: \$46,896.00**

*Installation must be completed four weeks from receipt of purchase order.*

 \_\_\_\_\_ 2/8/24  
Vendor Signature Date

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401935

ITEM FIRE REPORTING & INSPECTIONS SOFTWARE

BID #1

WINNING BID

COMPANY LOCALITY MEDIA INC/FIRST DUE

BID

AMOUNT \$18,700.00

BID #2

COMPANY ECO

BID

AMOUNT \$29,910.00

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

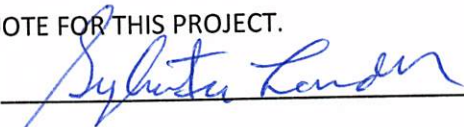
BID #4

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

Vendor 50542  
LOCALITY MEDIA, INC  
ATTN: ANDREAS HUBER  
GARDEN CITY, NY 11530-5717

## Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401935**  
Purchase Order Date **02/15/2024**  
Department **HATTIESBURG FIRE DEPARTMENT**

FID 64-6000432

| VENDOR PHONE NUMBER | VENDOR EMAIL            | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME      | DELIVERY REFERENCE |
|---------------------|-------------------------|---------------|--------------------|-----------------|--------------------|
|                     | ACCOUNTING@FIRSTDUE.COM | 50542         | 170                | Jonalyn Wallace |                    |

### NOTES

HFD FIRE REPORTING & INSPECTIONS SOFTWARE/TWO QUOT  
PLEASE SEND INVOICE TO JWALLACE@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                         | QUANTITY | UOM  | UNIT PRICE    | EXTENDED PRICE |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------|----------------|
| 1      | FIRST DUE MODULES AND IMPLEMENTATION SERVICES INCLUDED: OCCUPANCY MANAGEMENT & PRE-INCIDENT PLANNING, RESPONDER, INSPECTIONS, INCIDENT REPORTING-NFIRS, SCHEDULING, PERSONNEL MANAGEMENT, TRAINING RECORDS, EVENTS & ACTIVITIES, ASSETS & INVENTORY, CAD INTEGRATION, ONLINE STANDARD TRAINING PACKAGE, IMPLEMENTATION & CONFIGURATION SERVICES, SUPPORT, MAINTENANCE, HOSTING & UPGRADES INCLUDED<br>ITEMS PER QUOTE #1545132000192438025<br>GL #: 005160 - 735500 | 1.0000   | EACH | \$18,700.0000 | \$18,700.00    |

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 \$18,700.00

Purchase Order Total \$18,700.00

City Clerk





107 Seventh St  
Garden City, NY 11530, United States

# First Due Quote

Prepared By: Constantine Stade  
Valid Until: Mar 31, 2024  
Quote Number: 1545132000192438025

## Hattiesburg Fire Department (MS)

We are excited to present pricing for the First Due Suite! Please see detailed breakdown below. It is important to note that First Due is a cloud-based system, and all Support, Maintenance, Hosting and Upgrades are ALWAYS INCLUDED.

### First Due Modules and Implementation Services Included - Description

#### Occupancy Management & Pre-Incident Planning

Manage Occupancies, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.

#### Responder

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

#### Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

#### Incident Reporting - NFIRS

NFIRS Incident Documentation, State and Federal Compliance with automated submission.

#### Scheduling

Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

#### Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

#### Training Records

Assign Training, Record Completions, View Training Logs, and Manage Certifications.

#### Events & Activities

Create Events, View Global Activity Log, and Access Global Calendar.

#### Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

#### CAD Integration

Automated importing of CAD calls via XML, Database Connector, or API.

#### Online Standard Training Package

Includes a one-hour planning session and up to 6 hours of webinar train-the-trainer sessions

#### Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.



|                       |                     |
|-----------------------|---------------------|
| One-Time Subtotal     | \$ 0.00             |
| Subscription Subtotal | \$ 18,700.00        |
| <b>Total Year 1</b>   | <b>\$ 18,700.00</b> |

# ESO Quote.

## ER Product Checklist

| ER Product Current Usage |     |
|--------------------------|-----|
| Incidents                | Yes |
| Hydrants                 | No  |
| Maintenance              | Yes |
| Occupancy                | Yes |
| Inspections              | Yes |
| Training                 | Yes |
| Shift's                  | Yes |
| Staffing                 | Yes |
| Calendar                 | Yes |
| Events                   | Yes |
| Inventory                | Yes |
| Daily Roster             | Yes |
| Payroll                  | No  |
| Demographics             | No  |

## Stair Step Weight

| Incremental Price Model |     |
|-------------------------|-----|
| Year 1                  | 40% |
| Year 2                  | 20% |
| Year 3                  | 10% |

## Agency Inputs

| Agency Demographics    |        |
|------------------------|--------|
| Career v Volunteer     | Career |
| Stations (Operational) | 9      |
| Apparatus              | 13     |
| Personnel PM           | 133    |
| Personnel Scheduling   | 1      |
| Transport              | No     |
| Level of Service       | BLS    |
| EHR Incidents (Annual) | 0      |

## Current Subscriptions

|                       |              |
|-----------------------|--------------|
| ER Subscription       | \$ 10,190.00 |
| Total                 | \$ 10,190.00 |
| Subscription due date | 2/29/2024    |

## Inputs and Associated New Cost

| EHR Products              |     |    |   |
|---------------------------|-----|----|---|
| EHR + Mobile              | No  | \$ | - |
| CAD Integration           | Yes | \$ | - |
| Cardiac Monitor Interface | No  | \$ | - |
| Inventory                 | No  | \$ | - |
| Billing Interface         | No  | \$ | - |
| EHR Product Total         |     | \$ | - |

## Fire Products Total

|                      |     |    |           |
|----------------------|-----|----|-----------|
| Incidents            | Yes | \$ | 9,155.00  |
| Properties           | Yes | \$ | 3,555.00  |
| Inspections          | Yes | \$ | 4,055.00  |
| Personnel Management | Yes | \$ | 4,545.00  |
| Hydrants             | No  | \$ | -         |
| Activities           | Yes | \$ | 1,970.00  |
| Assets               | Yes | \$ | 2,495.00  |
| Checklists           | Yes | \$ | 1,245.00  |
| Scheduling           | No  | \$ | -         |
| Scheduling+          | Yes | \$ | 1,395.00  |
| CAD Integration      | Yes | \$ | 1,495.00  |
| Fire Products Total  |     | \$ | 29,910.00 |

## Learning Center

|                       |    |    |   |
|-----------------------|----|----|---|
| On Demand Learning    | No | \$ | - |
| Learning Center Total |    | \$ | - |

## One Time Fees

|                                            |     |   |    |          |
|--------------------------------------------|-----|---|----|----------|
| EHR - Web setup/training (per 4hr cost)    | No  | 1 | \$ | -        |
| Fire - Web setup/training (per 4hr cost)   | Yes | 2 | \$ | 1,190.00 |
| On Site Training - Travel (per day cost)   | No  | 1 | \$ | -        |
| On Site Training - Training (per day cost) | No  | 1 | \$ | -        |
| Scheduling Training                        | No  | 1 | \$ | -        |
| A/C - Web setup/training                   | Yes |   | \$ | 1,495.00 |
| Setup and Training Total                   |     |   | \$ | 2,685.00 |

## Additional Purchases

|                            |          |    |   |
|----------------------------|----------|----|---|
|                            | One Time | \$ | - |
|                            | One Time | \$ | - |
|                            | One Time | \$ | - |
|                            | One Time | \$ | - |
| Additional Purchases Total |          | \$ | - |

## Output

| Current Subscription Comparison Before Discounts and Credits |              |
|--------------------------------------------------------------|--------------|
| Current Emergency Reporting Subscription                     | \$ 10,190.00 |
| Upgraded ESO Subscription                                    | \$ 29,910.00 |
| Annual Increase Before Discounts                             | \$ 19,720.00 |

## Annual Subscription Cost

|                             |              |
|-----------------------------|--------------|
| New Annual ESO Subscription | \$ 29,910.00 |
| Annual Recurring Amount     | \$ 29,910.00 |

## One Time Training and Implementation

|                        |               |
|------------------------|---------------|
| One Time Fees          | \$ 2,685.00   |
| One Time Fees Discount | \$ (2,685.00) |
| One Time Total         | \$ -          |

## Discount

| ESO Upgrade Pricing Variables |      |
|-------------------------------|------|
| One Time Fees Discount        | 100% |

eso

\*If yes, input number of 4hr sessions in column D  
 \*If yes, input number of 4hr sessions in column D  
 \*If yes, input number of day sessions in column D  
 \*If yes, input number of day sessions in column D  
 \*If yes, input number of day sessions in column D

\*Enter any additional purchases here, the associated cost, and select recurring or one time



CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401944

ITEM PUBLIC SAFETY COMPLEX SIGNAGE/MEMORIAL

BID #1

WINNING BID

COMPANY SIGNS FIRST

BID

AMOUNT \$6,328.00

BID #2

COMPANY ALL SIGNS INC

BID

AMOUNT \$6,835.24

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

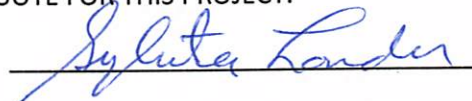
BID #4

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg  
200 Forrest Street  
Hattiesburg, MS 39401

Bill To 1001  
City of Hattiesburg  
P.O. BOX 1898  
Hattiesburg, MS 39401

Ship To 1000  
200 Forrest St - 2nd Floor  
Hattiesburg, MS 39401

Vendor 4205  
SIGNS FIRST  
4400 HARDY ST STE A-1  
HATTIESBURG, MS 39402-1309

## Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401944**  
Purchase Order Date **02/15/2024**  
Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

| VENDOR PHONE NUMBER | VENDOR EMAIL                | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME     | DELIVERY REFERENCE |
|---------------------|-----------------------------|---------------|--------------------|----------------|--------------------|
|                     | SALES@HUBCITYSIGNSFIRST.COM | 4205          | 2401748            | Archie Brewton |                    |

### NOTES

TWO QUOTE/PUBLIC SAFETY CMPLX SIGNAGE/MEMORIAL PR  
PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION                                                                                                        | QUANTITY | UOM  | UNIT PRICE   | EXTENDED PRICE |
|--------|--------------------------------------------------------------------------------------------------------------------|----------|------|--------------|----------------|
| 1      | TWO QUOTE/PUBLIC SAFETY COMPLEX SIGNAGE/MEMORIAL PARK/MAYOR JOHNNY<br>DUPREE/INSTALLATION<br>GL #: 001100 - 699900 | 1.0000   | EACH | \$6,328.0000 | \$6,328.00     |

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 \$6,328.00

Purchase Order Total **\$6,328.00**

City Clerk

City of Hattiesburg  
Police Safety Complex  
Johnny L. Dupree Signage

Vendor shall provide material, labor, and equipment to install 24" cast aluminum letters to meet the below specifications. Vendor shall provide and install letters in an orientation as illustrated below to read, "JOHNNY L. DUPREE". Vendor shall also be responsible for repair of damage to any existing building finishes caused during installation. Vendor shall provide scaled layout of sign for City approval.

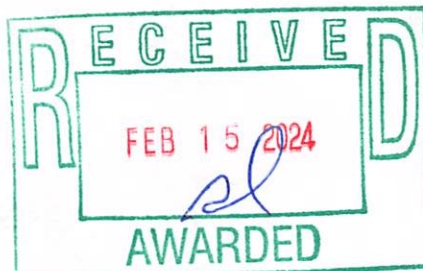
JOHNNY L. DUPREE  
PUBLIC SAFETY COMPLEX  
MEMORIAL PARK

JOHNNY L. DUPREE letters  
24" Cast Aluminum Letters  
1.5" Depth  
1200 Vert Clear Anodized  
Stud in-line Mounting  
3/4" Stand-offs  
Mounting Pattern  
Gemini-Cast Metal-Cast Metal  
1 year establishment warranty on all material and workmanship

Vendor shall provide lump sum quote for the above, including installation \$ 6328.00

  
Signature

Signs First Hattiesburg  
Company Name



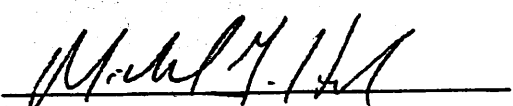
City of Hattiesburg  
Police Safety Complex  
Johnny L. Dupree Signage

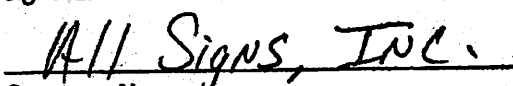
Vendor shall provide material, labor, and equipment to install 24" cast aluminum letters to meet the below specifications. Vendor shall provide and install letters in an orientation as illustrated below to read, "JOHNNY L. DUPREE". Vendor shall also be responsible for repair of damage to any existing building finishes caused during installation. Vendor shall provide scaled layout of sign for City approval.

JOHNNY L. DUPREE  
PUBLIC SAFETY COMPLEX  
MEMORIAL PARK

JOHNNY L. DUPREE letters  
24" Cast Aluminum Letters  
1.5" Depth  
1200 Vert Clear Anodized  
Stud in-line Mounting  
3/4" Stand-offs  
Mounting Pattern  
Gemini-Cast Metal-Cast Metal  
1 year establishment warranty on all material and workmanship

Vendor shall provide lump sum quote for the above, including installation \$6,834.24

  
Signature

  
Company Name

CITY OF HATTIESBURG  
UNADVERTISED BID RESULTS

OQ# 2401971

ITEM MAKO CASCADE SYSTEM

BID #1

WINNING BID

COMPANY CENTRAL ALABAMA TRAINING SOLUTIONS

BID

AMOUNT \$61,965.00

BID #2

COMPANY CHANNEL INNOVATIONS CORPORATION

BID

AMOUNT \$79,000.00

BID #3

COMPANY \_\_\_\_\_

BID

AMOUNT \_\_\_\_\_

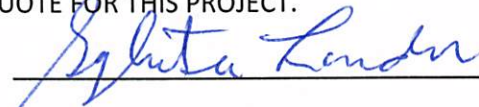
BID #4

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 1023  
810 MAIN ST  
HATTIESBURG, MS 39401

## Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02401971**  
Purchase Order Date **02/20/2024**  
Department **HATTIESBURG FIRE DEPARTMENT**

FID 64-6000432

Vendor 2441  
CENTRAL ALABAMA TRAINING SOLUTIONS  
5100 CULVER ROAD  
TUSCALOOSA, AL 35401

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME      | DELIVERY REFERENCE |
|---------------------|--------------|---------------|--------------------|-----------------|--------------------|
|                     |              | 2441          | 172                | Jonalyn Wallace |                    |

### NOTES

HFD STATION 1 MAKO CASCADE SYSTEM /TWO QUOTE  
PLEASE SEND INVOICE TO JWALLACE@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | QUANTITY | UOM  | UNIT PRICE    | EXTENDED PRICE |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|---------------|----------------|
| 1      | MAKO MODEL #BAM08H 6000 PSI 27 CFM 208/230 VOLT THREE PHASE ELECTRIC DRIVEN 4 STAGE BREATHING AIR MODULE [COMPLETE WITH AUTOMATIC DRAIN VALVE, BUILT IN MUFFLER RESERVOIR, OPERATIONS PANEL WITH ILLUMINATED ON/OFF PUSH BUTTONS, EMERGENCY STOP BUTTON, HOUR METER, SHUTDOWN LIGHT PACKAGE (LOW OIL, HIGH TEMPERATURE & HIGH AIR PRESSURE), ELECTRONIC CO MONITOR, GAUGE PANEL (ALL STAGES PRESSURE & OIL PRESSURE), 20 HP MOTOR, MK5C GRADE E PURIFIER (57,400 CF) VERTICALLY MOUNTED CABINET WITH INSULATED & REMOVABLE DOOR PANELS]<br>MAKO MODEL #SCFS3-3HP THREE SCBA FILL 6000 PSI RATED THREE BANK CASCADE (TOTAL OF 6 BANKS INTERCONNECTED TOGETHER USING 2 PREVIOUS STORAGE CYLINDERS) CONTROL CONTAINMENT STYLE FILL STATION (COMPLETE WITH INLET & OUTLET GAUGES, 0-6000 PSI INLET & OUTLET REGULATOR, "TO & FROM" BANK CONTROL VALVES & GAUGES, REGULATED AUXILIARY OUTLET WITH QD, MASTER FILL VALVE & GAUGE, THREE FILL WHIPS WITH BLEEDER VALVE & CONTROL VALVE, BYPASS VALVE, ALL INTERCONNECTING FITTINGS FOR CASCADE OPERATION )<br>6000 PSI FOUR ISO TEN YEAR HYDRO BOTTLES 2036 CF BREATHING AIR STORAGE SYSTEM (COMPLETE WITH 4 CYLINDERS WITH CGA-702 NUTS AND NIPPLES, WALL MOUNTED, ALL INTERCONNECTING HOSES FOR CASCADE OPERATION)<br>INCLUDES DELIVERY START UP INITIAL AIR SAMPLES AND TRAINING AT START UP BY CAT'S, INCLUDES 5 YEAR EXTENDED WARRANTY<br>GL #: 005160 - 739900 | 1.0000   | EACH | \$61,965.0000 | \$61,965.00    |

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 \$61,965.00  
Purchase Order Total \$61,965.00





January 4, 2024

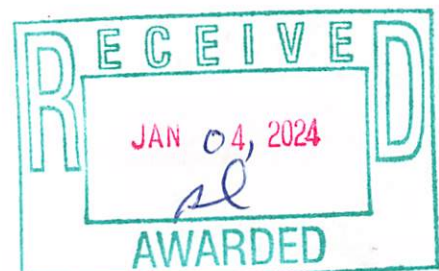
Chris Carr  
Barry Collins  
Hattiesburg Fire Dept.  
Hattiesburg, MS

Chris and Barry,

First of all, let me say thank you for taking time to read this memo. Per your request, please see the following "budgetary" information for replacement of the Scott system that is in use today at the Hattiesburg Fire Department Station 1 for a higher pressure MAKO compressor.

- 1) MAKO Model # BAM08H, 6000 PSI, 27 CFM, 208/230 Volt, Three Phase Electric Driven, 4 Stage Breathing Air Module [complete with automatic drain valve, built in muffler reservoir, operations panel with illuminated on/off push buttons, emergency stop button, hour meter, shutdown light package (low oil, high temperature, & high air pressure), Electronic CO Monitor, Gauge Panel (All Stages Pressure and Oil Pressure), 20 HP motor, MK5C Grade E purifier (57,400 CF), and vertically mounted cabinet with insulated and removable door panels].
- 2) MAKO Model # SCFS3-3HP, Three SCBA Fill, 6000 PSI Rated, Three Bank Cascade (total of 6 banks interconnected together using 2 previous storage cylinders) Control, Containment Style Fill Station (complete with inlet & outlet gauges, 0-6000 PSI inlet & outlet regulator, "To & From" bank control valves & gauges, regulated auxiliary outlet with QD, master fill valve & gauge, three fill whips with bleeder valve & control valve, bypass valve, & all interconnecting fittings for cascade operation).
- 3) 6000 PSI, Four ISO Ten Year Hydro Bottles, 2036 CF, Breathing Air Storage System (complete with 4 cylinders with CGA-702 nuts and nipples, wall mounted, and all interconnecting hoses for cascade operation).

System Price \$61,965.00



Pricing includes delivery, start up, initial air samples, and training at start up by CAT'S personnel. Pricing also includes 5 year extended warranty. This extended warranty increases the standard two year parts and labor warranty on the compressor block and purifier by an additional 3 years or 1000 hours.

The unit must be serviced by factory authorized personnel on a semi-annual basis, OEM components must be used, and the compressor must be run at least one hour per week. If any one of these terms are not met then the warranty coverage reverts back to the standard two year parts and labor warranty coverage.

The 208/230/ volt three phase power supply the electrical compressor pigtail will need to be supplied by the Hattiesburg Fire Department.

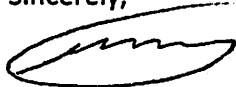
I will close by saying thank you for your time.

Chris and Barry, we here at CATS trust that the above outlined information will be suitable for the budgeting and purchasing needs of the Hattiesburg Fire Department and further trust that should you need any additional information or assistance, that you will contact us.

May we have the order?

Terms: Net 30 Days  
F.O.B. Delivered  
Lead Time: 24-26 Weeks ARO  
Quote Valid: 60 Days

Sincerely,



Mike Macko  
Sales/Service Manager  
CATS Corp  
Cell-601-940-8059  
mmacko64@gmail.com





PMB422  
3101 SW 34<sup>th</sup> Ave #905  
Ocala, FL 34474-7447  
352-694-7006  
352-694-7226 (fax)  
info@channel-innovations.com

December 19, 2023

Chris Carr  
Barry Collins  
Hattiesburg Fire Dept.  
Hattiesburg, MS

Chris/Barry,

Per your email and request for quotation, please see the following:

- 1) MAKO Model # BAM08H, 6000 PSI, 27 CFM, 208/230 Volt, Three Phase Electric Driven, 4 Stage Breathing Air Module [complete with automatic drain valve, built in muffler reservoir, operations panel with illuminated on/off push buttons, emergency stop button, hour meter, shutdown light package (low oil, high temperature, & high air pressure), Electronic CO Monitor, Gauge Panel (All Stages Pressure and Oil Pressure), 20 HP motor, MK5C Grade E purifier (57,400 CF), and vertically mounted cabinet with insulated and removable door panels].
- 2) MAKO Model # SCFS3-3HP, Three SCBA Fill, 6000 PSI Rated, Three Bank Cascade (total of 6 banks interconnected together using 2 previous storage cylinders) Control, Containment Style Fill Station (complete with inlet & outlet gauges, 0-6000 PSI inlet & outlet regulator, "To & From" bank control valves & gauges, regulated auxiliary outlet with QD, master fill valve & gauge, three fill whips with bleeder valve & control valve, bypass valve, & all interconnecting fittings for cascade operation).
- 3) 6000 PSI, Four ISO Ten Year Hydro Bottles, 2036 CF, Breathing Air Storage System (complete with 4 cylinders with CGA-702 nuts and nipples, wall mounted, and all interconnecting hoses for cascade operation).
- 4) 5 year/ 1000 Hour Extended Block & Purifier Warranty (Authorized Mako Distributor must do semi-annual compressor service, use OEM components, and the compressor must be run at least one hour per week. If these conditions are not met, then the warranty reverts back to the 2 year parts and labor warranty. The additional 3 years (parts only warranty) applies to the block and purifier and cannot exceed 5 years or 1000 hours.

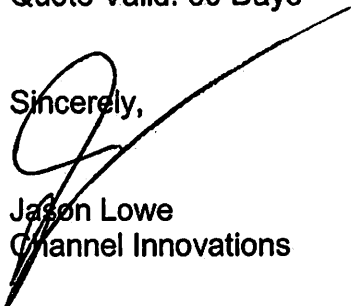
**System Price \$79,000.00**

Pricing includes freight, delivery, start up, initial air sample, and training at start up.

The 208/230 volt three phase power supply and the electrical compressor pigtail will need to be supplied by the Hattiesburg Fire Department.

Terms: Net 30 Days  
F.O.B. Delivered  
Lead Time: 36-40 Weeks ARO  
Quote Valid: 60 Days

Sincerely,



Jason Lowe  
Channel Innovations



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve Specifications and Authorize publication of Advertisement for one (1) or more Chasis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck(s).  
File Number: 2024-137  
Minute Book #

---

## Summary

Authorizing publication and approving specs for side loading refuse truck.

## Recommendation Statement

I recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.

### **NOTICE TO BIDDERS**

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, March 28, 2024, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at [www.hattiesburgsbids.com](http://www.hattiesburgsbids.com). All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at [www.hattiesburgsbids.com](http://www.hattiesburgsbids.com). For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 4, 2024, at 10:00 a.m.

#### **One or more chassis mounted 24 yard automated side loading refuse collection truck.**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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

PUBLISHED by Order of the Council on this, the 5th day of March 2024.

CITY OF HATTIESBURG, MISSISSIPPI

Publish twice (2)  
3/7/24 & 3/14/24

BY: Kermas Eatons/  
CITY CLERK



**Bid for (1) One or More  
Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck**

**BID SPECIFICATIONS**

Bidder Shall Complete the Following  
If No, State Specifically the Item being Offered

**Specifications:**

**Meets**

**Section 1 APPLICATION**

**YES      NO**

1.1 It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body.

\_\_\_\_\_

1.2 The capacity shall be 24 cubic yards, exclusive of the hopper.

\_\_\_\_\_

1.3 Features standard to this unit will be furnished by the successful bidder. Body shall conform in strength, quality of material, and workmanship to that provided by the best engineering and manufacturing practices of the industry.

\_\_\_\_\_

1.4 All equipment shall be new model design, assembled and ready for operation at the time of delivery.

\_\_\_\_\_

1.5 Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately.

\_\_\_\_\_

**Section 2 GENERAL**

2.1 Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.

2.2 Packer body capable of packing 900 pounds per cubic yard of dry household trash.

\_\_\_\_\_

\_\_\_\_\_

2.3 Hopper shall have a minimum capacity of 6 cubic yards.

2.4 Packer must meet all applicable standards.

**Section 3 BODY CONSTRUCTION (The following specifications are minimums.)**

3.1 The body shall be all welded construction.

3.2 Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength.

3.3 Body roof thickness is 10 gauge, 80,000 psi.

3.4 Body floor is AR 450 steel, 150,000 psi.

3.5 Sides, front and rear to be reinforced for strength requirements.

3.6 Reinforcement design and characteristics dependent upon construction used, but they must be certified to meet the specified compacting requirements without body distortion.

methods

3.7 Unit shall have a shovel holder.

3.8 Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each.

3.9 Shall have a Chromium Overlay/Super Track in the body

**Section 4 BODY DIMENSIONS**

4.1 Body height above truck frame is not to exceed 108".

4.2 Outside width of the body is not to exceed 96".

**Section 5 HOPPER**

5.1 The hopper shall have a minimum capacity of 6 cubic yards.

5.2 The hopper floor shall be a minimum of 1/4" AR 450 abrasion resistant steel.

5.3 The hopper sides are to be a minimum of 1/4" AR 450 abrasion resistant steel.

5.4 A hydraulic crusher panel will be furnished to prevent refuse loss during transport.

5.5 A ladder or foot supports with grab handles shall be designed to meet

OSHA standards and provide easy access to the hopper area.

5.6 The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute.

## Section 6 PACKING MECHANISM

6.1 The packing panel is to be 3/8" 80,000 psi steel.

6.2 The packing mechanism is to retain compacted material in the body.

6.3 Length of the packing cycle is to be determined by proximity switches.

When the Auto Pack feature sees maximum pressure 3 consecutive times it shuts off indicating that the packer is full.

6.4 Packing features are dependent upon each manufactures design, but must be capable of accomplishing the requirements set forth in these specifications. It must also fulfill the operational claims made by the manufacturer.

6.5 Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed.

6.6 Packing cylinder sleeves are chrome plated single stage cylinders.

Cylinder dimensions are cylinder bore diameter is 4 1/2", cylinder rod diameter is 3", and stroke length is 43".

## Section 7 LIFTING AND GRIPPING MECHANISM

7.1 The lifting mechanism shall be capable of gripping, lifting, raising, and dumping containers from 36 to 110 gallons with the use of a joy stick. The joy stick shall be conveniently located to the left of the operator. An ergonomically designed padded armrest shall be provided to support

the operator's arm during operation. The unit shall have "Dual" Joysticks.

7.2 The arm will consist of three main horizontal mast sections, one vertical lift section with 2 arms. (No Exceptions)

7.3 The inner mast section will be constructed of 2 C channels with a web thickness of .5512", height of 6.189" and a leg width of 2.409". Both channels shall be 78.25" long.

7.4 The middle C channels shall be of the same material only 84" long.

- 7.5 The main outer mast assembly shall be constructed of 2 C shaped channels with a web thickness of .6378", height of 6.890" and a leg width of 2.5937" These channels shall be 83.75" long in length.
- 7.6 There will be 6 combination bearings that the mast assembly rides on. The bearing surfaces must be of a 62 Rockwell hardness on the C scale.
- 7.7 The main vertical mast shall be made from 6" x 8" 3/16 thick tube.
- 7.8 There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel.
- 7.9 The lifting mechanism must be mounted to the chassis. Lifting mechanism's mounted to the body will not be acceptable.
- 7.10 The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip arm configurations.
- 7.11 Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage.
- 7.12 Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds.
- 7.13 The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach.
- 7.14 The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life.
- 7.15 The "reach" of the mechanism shall extend a minimum of 144" from its fully retracted to pivot, and extension-retraction points to ensure smooth operation and long service life.
- 7.16 The mechanism will be capable of lifting 1,000 lbs. at 12 feet to which the arm is extended. **"Note" The "Bidder" shall provide "Certification" of this capability with their bid.**
- 7.17 The container shall be tilted a minimum of 45 degrees past horizontal to provide for full dumping.
- 7.18 Arm shall use chains to lift container.
- 7.19 Arm shall also have rocker switches mounted under the RH seat to operate arm from standing outside of chassis.
- 7.20 Arm cycle counter to be included



7.21 Arm shall have an Auto Lube system for greasing the arm.

## Section 8 TAILGATE

8.1 The tailgate is to be hinged at or above the roofline using high strength steel hinges it is to be raised for load dumping by 2 double acting cylinders mounted on the outside of the tailgate. These cylinders shall be of a design that will prevent rapid lowering of the tailgate in case of a

hydraulic component failure.

8.2 The tailgate cylinders shall have chrome plated rams. Cylinder dimensions will be 3" bore diameter, 2" ram, and a 30" stroke.

8.3 The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms.

8.4 A gasket is to be affixed to the tailgate to provide a watertight seal between the body and tailgate.

8.5 The tailgate must be equipped with a tailgate ajar switch with audible and visible warning devices fixed in the cab which comply with ANSI standards and warns when the tailgate is partially to completely open.

8.6 Body hinge structures must be of proper design, materials, and construction to support the tailgate.

8.7 Tailgate maintenance safety props shall be provided.

8.8 Tailgate bubble is Hardox 450, 174,000 psi, tailgate sides are 10 gauge 80,000 psi.

## Section 9 EJECTION-DUMPING SYSTEM:

9.1 Dumping is to be accomplished by raising the body.

9.2 Dumping shall be done by means of a single telescoping, center mounted, hydraulic cylinder capable of lifting the box when compacted to maximum capacity. Hoist cylinder is a Nitrate treated, 4 stage cylinder, with a 180" stroke. Bore diameter of the cylinder from largest to smallest is 6 1/2",

5 1/2", 4 1/2", 3 1/2".

9.3 The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. Body dump angle is 45 degrees.

9.4 All dumping controls will be a basic control panel system that is cab mounted. Control panel must be interlocked with a manual override to prevent accidental refuse discharge.

9.5 All ejection/dumping controls shall be operated from inside the cab.

#### **Section 10 HYDRAULIC SYSTEM:**

10.1 The hydraulic system is composed of 2 vane pumps, one for body functions, and one for arm functions. Pumps have a common suction. Hydraulic pump model is Denison T6DC. D cartridge is for body function, C cartridge is for arm function. The hydraulic pressure body line shall be made up of a Denison Eco System with a 12 volt DC in line mounted solenoid which diverts the flow back to the Inlet when the pump is not engaged and a flow control block which diverts excess flow back to the Inlet. Body functions pump maximum flow is 30 gpm @ 700 rpm. Arm functions pump maximum flow is 22 gpm @ 700 rpm. Hydraulic system pressure

relief for the body is 2500 psi and for the arm it is 2000 psi.

10.2 Pump capacity shall not be less than 52 gpm @700 rpm.

10.3 Factory installed relief valves shall be incorporated into the system and set at 2500 psi for body functions and 2000 psi for Arm functions.

10.4 A 10 micron absolute filter is installed in the return line.

10.5 Hydraulic tank is to be frame mounted and equipped with a 10 micron breather element and eye level sight gauge. Tank location will be determined by body configuration.

10.6 Hydraulic reservoir tank capacity must be at least 78 gallons.

10.7 Hydraulic system must contain cylinders capable of performing the Operational requirements set forth in these specifications.

10.8 Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings.

10.9 Hydraulic control assemblies must be located so that at no time or load Condition it becomes necessary to remove the load to service these components.

10.10 All cylinders must have the latest design sealing materials.

10.11 Unit must have protective cover on pack manifold.

#### **Section 11 CONTROLS:**

11.1 All compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort.

11.2 Warning signals shall be incorporated into all circuits monitoring

abnormal compactor operations.

**Section 12 LIGHTING AND WIRING:**

12.1 All lights and reflectors shall be in accordance with Federal and State  
I.C.C. Motor Vehicle Safety Standards.

12.2 Provisions will be made for maximum visibility and may include 2 red stop-tail lights, 2 red turn-tail lights, and an I.D. cluster. All lights must be L.E.D.

12.3 A lighted license plate bracket will be provided.

12.4 Unit must include arm, hopper, and side mounted work lights.

12.5 Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights.

**Section 13 PAINTING:**

13.1 All components will be properly cleaned prior to priming.

13.2 All burrs and rough spots are to be removed.

13.3 Two (2) coats of rust inhibiting primer are to be applied prior to the finish coat.

13.4 Final coat to be high gloss white.

**Section 14 CAMERAS:**

14.1 Two (2) Color Cameras will be provided: 1<sup>st</sup> placed in the rear for use as a backup camera. 2<sup>nd</sup> placed to monitor hopper area.

14.2 Color Camera monitor shall be mounted in the cab and be fully adjustable flat screen type with split screen option so all camera views can be displayed at one (1) time and automatically switch to full screen backup camera when unit is shifted to reverse.

14.3 The Cameras' shall be Safety Vision

14.4 Protective cases shall be provided for the cameras.

14.5 All Cameras' shall have shields to minimize sun glare.

**Section 15 WARRANTY & OTHER:**

15.1 Two complete sets of operators, parts, and service manuals will be supplied for truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also bidder is

responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the City

15.2 Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm

15.3 On Site Warranty at City Garage

14.3 Quarterly Maintenance Inspection at City garage for Three Years

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

14.5 Bidder must have a certified service/parts facility with minimum of three certified mechanics within 100 miles of City garage. Facility must not be a subcontracted facility. Must be operated by bidder.

14.4 Bidder will keep parts on hand at bidder facility. Bidder will also place parts on consignment at City garage including all prox. sensors, arm chains, arm joystick, etc.

14.5 Bidder is responsible for placing stickers and decals on both sides of body and doors of each truck. City will approve, before allowing decals to be placed. Bidder is responsible for purchasing the decals.

14.6 Bidder shall include a price for 3 Annual Body PM Services on the hydraulics, oil and filter changes, greasing and chain tightening or adjustments.

Conventional Chassis Specifications

|                                                              | <u>YES</u>               | <u>NO</u>                |
|--------------------------------------------------------------|--------------------------|--------------------------|
| CHASSIS SHALL HAVE DUAL SITDOWN DRIVE WITH ALL GAUGES.       | <input type="checkbox"/> | <input type="checkbox"/> |
| GVWR SHALL BE 46,000 LBS.                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| J 350 HP @ 2000 RPM, 2200 GOV RPM,<br>1000 LB/FT @ 1400 RPM. | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) 2250 CCA BATTERIES                                       | <input type="checkbox"/> | <input type="checkbox"/> |
| SIX (6) GALLON DEF TANK                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 1200 SQ INCH RADIATOR                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| CHASSIS SHALL HAVE A HOT SHIFT PTO                           | <input type="checkbox"/> | <input type="checkbox"/> |

CHASSIS SHALL 160 AMP ALTERNATOR WITH REMOTE BATTERY  
VOLT SENSE.

TRANSMISSION SHALL BE AN ALLISON 3000 RDS AUTOMATIC  
TRANSMISSION WITH PTO PROVISION.

SYNTHETIC TRANSMISSION FLUID

CHASSIS SHALL INCLUDE DETROIT DA-F-16.0-5 16,000# FL1 71.0  
KPI/3.74 DROP SINGLE FRONT AXLE.

FRONT BRAKES SHALL BE MERITOR 16.5X6 Q+ CAST SPIDER CAM, DOUBLE  
ANCHOR, FABRICATED SHOES.

16,000LB TAPERLEAF FRONT SUSPENSION.

30,000LB U-SERIES SINGLE REAR AXLE.

6.14 REAR AXLE RATIO

REAR BRAKES SHALL BE MERITOR 16.5X7 P CAM, DOUBLE ANCHOR, CAST  
SHOES.

30,000LB FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD.

AUTOMATIC REAR SLACK ADJUSTERS

AIR DRYER WITH HEATER

CAB TO AXLE – MEET BODY REQUIREMENTS

7/16X3-9/16X11-1/8 INCH STEEL FRAME  
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI

1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT.

80 GALLON/302 LITER RECTANGULAR ALUMINUM FUEL TANK – LH

315/80R22.5 20 PLY RADIAL FRONT TIRES

315/80R22.5 PLY RADIAL REAR TIRES WHEELS 22.5X9  
10-HUB PILOT 5.25 INSET 5-HAND HD STEEL DISC  
FRONT WHEELS.

WHEELS 22.5X9 10-HUB PILOT 5-HAND

HD STEEL DISC REAR WHEELS.

108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL

CAB.

AIR CAB MOUNTS

14" AIR HORN *ELECTRIC over AIR Both sides*

CHASSIS SHALL HAVE (5) AMBER MARKER LIGHTS.

LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS  
MOUNTED UNDER PRIMARY MIRRORS.

RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX  
MIRROR WITH TRIPOD BRACKETS.

DUAL WEST COAST MIRRORS HEATED MIRRORS *on Both Fender*

HEATER, DEFROSTER AND AIR CONDITIONER

CHASSIS SHALL INCLUDE 2-1/2 LB. FIRE EXTINGUISHER.

DUAL AIR RIDE SEATS

EXHAUST BRAKE

SHALL HAVE A THREE (3) YEAR WARRANTY ON CAB/CHASSIS, ENGINE, TRANSMISSION AND  
TOWING.

PLEASE INCLUDE DOCUMENTATION ON ALL CHASSIS AND BODY WARRANTIES

PLEASE INCLUDE PREVENTATIVE MAINTENANCE REPORT THAT WILL BE USED QUARTERLY FOR ALL THREE YEARS.



## CITY OF HATTIESBURG BID SHEET

(PLACE THIS SHEET IN FRONT OF SPECIFICATIONS)

### 24 CUBIC YARD AUTOMATED SIDE LOADING CHASSIS MOUNTED GARBAGE TRUCK

COMPANY SUBMITTING BID \_\_\_\_\_

BODY MANUFACTURER \_\_\_\_\_

BODY TO BE MADE IN MISSISSIPPI- CIRCLE ONE: YES/NO

CHASSIS MANUFACTURER \_\_\_\_\_

DELIVERY \_\_\_\_\_ (DAYS - from receipt of PO)

BID HONORED FOR \_\_\_\_\_ (DAYS)

LOCATION OF WARRANTY WORK THAT IS PERFORMED BY DEALERSHIP

BODY: \_\_\_\_\_

CHASSIS: \_\_\_\_\_

STATE THE DISTANCE (IN MILES) OF THE CHASSIS DEALERSHIP FROM THE CITY OF HATTIESBURG, MS: \_\_\_\_\_

STATE YOUR GUARANTEED BUYBACK PRICE FOR (3) YEARS: \_\_\_\_\_

BID PRICE SHALL INCLUDE (3) ANNUAL BODY PM SERVICES ON THE HYDRAULICS, OIL AND FILTER CHANGES, GREASING AND TIGHTENING OF CHAIN OR ADJUSTMENTS.

YES \_\_\_\_\_ NO \_\_\_\_\_

BID PRICE SHALL ALSO INCLUDE QUARTERLY PM INSPECTIONS ON THE BODY FOR 3 YEARS (12 TOTAL)

YES \_\_\_\_\_ NO \_\_\_\_\_

NAME: \_\_\_\_\_

Print or Type

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve Specifications for one (1) or more 28 cubic yard grapple truck and authorize advertisement for the same.  
File Number: 2024-138  
Minute Book #

---

## Summary

Approving specifications and authorizing advertisement for one (1) or more grapple trucks for the Public Works Department.

## Recommendation Statement

i recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.



### **NOTICE TO BIDDERS**

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00 a.m. On Thursday, March 28, 2024, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Plan House at [www.hattiesburgsbids.com](http://www.hattiesburgsbids.com). All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at [www.hattiesburgsbids.com](http://www.hattiesburgsbids.com). For any questions relating to the electronic process, please call PH Bidding at (662) 407-0193.

Qualified bidders will be invited to participate in a reverse auction, which will take place on April 4, 2024, at 10:00 a.m.

#### **One (1) or more 28 Cubic Yard Grapple Truck..**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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

PUBLISHED by Order of the Council on this, the 5th day of March 2024.

CITY OF HATTIESBURG, MISSISSIPPI

Publish twice (2)  
3/7/24 & 3/14/24

BY: Kermas Eatons/  
CITY CLERK



## 28 Cubic Yard Grapple Truck

### Bid Specifications

A blanket statement that equipment proposed will meet all requirements or meeting the intent will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal- NO EXCEPTIONS.

The specification herein states the requirements of Hattiesburg. All bids must be regular in every respect. Unauthorized conditions, or provisions shall be cause for rejection. Any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable Hattiesburg to make a reasonable determination of compliance to the specification will be considered "non-responsive" and grounds for rejection.

Inspection Upon Delivery of the specified vehicles and equipment – Public Works will conduct an in-depth initial visual examination solely for the purpose of identifying gross and obvious damage as well as equipment specifications. The bidding company representative shall be present for the initial examinations. If defects, omissions or any deviations from these specs are discovered during the inspection, Public Works will determine acceptance of any/all units.

#### ITEM

YES

NO

OFFERED

Provide a Knuckleboom Loader that is purposely designed for the collection of brush, limbs, leaves, and white goods.

\_\_\_\_\_

Provide a Knuckleboom Loader that is designed to be a one-person operation. The loader is mounted between the back of the chassis cab, and the front of the dump body. The loader utilizes a main boom, jib boom, extendable tip boom, and rotating trash bucket to lift and load material. The loader is stabilized through the use of a four-way adjustable stabilizer assembly. Material in the dump body is hydraulically unloaded via cylinder scissor hoist.

\_\_\_\_\_

## TURRET

YES

NO

OFFERED

The turret base sides, front, and back are constructed of  $\frac{1}{4}$ " plate. The turret base is attached to the chassis rails with two  $\frac{1}{2}$ " mounting plates. These plates are seamed to the frame rails using 20mm dia. Huck fasteners. **For Safety Reasons, Attachment of the turret base using U-bolts, Tie Blocks or Anchor bolts is unacceptable.**

State method of attachment to the chassis frame rails \_\_\_\_\_

The lower turret base plate is machined to a minimum 1-13/16" thickness. State Size: \_\_\_\_\_ "

The turret rotates on a heavy duty 30" diameter slewing ring bearing with gear teeth cut on the internal bearing ring, thus protecting the drive mechanism from the elements-**ANYTHING SMALLER IS NOT ACCEPTABLE. NO EXCEPTIONS. Is it smaller than 30"?**

State the diameter of the slewing ring bearing \_\_\_\_\_

The slewing ring bearing is driven by a 2-stage planetary gearbox powered by a low speed, high torque, disc-valve motor, producing an available turret rotate torque of up to 270,000 in.-lbs. The hydraulic motor is equipped with integral, Non-adjustable, cross port relief valves to protect the unit from shock loading while rotating the turret.

State the torque: \_\_\_\_\_

Turret rotation is limited to 280° by means of positive mechanical stops to prevent loader operation over the truck cab.

State the rotation in degrees: \_\_\_\_\_

The upper turret base plate is 30" in diameter, and 1" thick, after machining.

The turret side plates are constructed of  $\frac{1}{2}$ " plate,

and the turret back is constructed of 3/4" plate.

## BOOM

The main boom and tip boom pivot pins are 2" dia. bolts with locknuts. A hex keeper prevents the bolt from rotating. Banjo is not preferred.

The main boom cylinder pins and tip boom cylinder pins are 2" dia. CRR. The pins are secured by 1/2" bolts through 3/8" thick keeper plates. Cylinder pin bosses are 3" OD x 2" ID.

Booms are of the single boom design to prevent axial rotation and bushing damage associated with twin boom designs. Twin design, not acceptable.

The main boom is constructed using 10" x 10" x 5/16" wall square tubing with 1/2" side reinforcement plates. Designed to enhance below grade reach which is >9'6"  
**No Exceptions. Dual tubes not acceptable.**

State the size of the main boom \_\_\_\_\_

The main boom pivot utilizes 2" ID replaceable bronze bushings with a lubrication provision.

The main boom cylinder pin-off plates are 1/2" plate weldments, welded to both sides of the boom with a 3/8" thick reinforcing stiffener.

The main boom to tip boom pivot is 1" thick plate, machined to 3/4" at the connection point, and welded to both sides of the boom tubing with 4" OD x 2" ID DOM tubing bosses. Includes boom stop.

The tip boom is constructed of a single 1/4" wall, 6" x 8" structural tube with 3/8" plate reinforcement wrappers. Hoses inside a Hose Retract Box.  
**No Exceptions**

State the size of the tip boom \_\_\_\_\_

The tip boom side plates are 1/2" thick, welded to both sides of the boom with 3" OD x 2" ID DOM tubing pin bosses.

The tip boom extension is a retractable/extendable telescoping section that is housed within the tip

boom assembly.

The tip boom extension boom is constructed of a single, 1/4" wall, 5"x7' structural tube with 3/4" plate welded to both sides of the boom for attachment of the bucket knuckle.

State the size of the tip boom extension boom

The tip boom extension boom has a 4" x 6" aluminum bronze bearing plate attached to the top rear of the extension section. Two (2) 2" diameter aluminum bronze bearing pads protrude through holes in the bottom of the outer tube wrapper to provide a sliding surface for the end of the boom. *Nylon not acceptable.*

All boom pivot points are equipped with replaceable 2" ID bronze bushings with grease provision. *Steel not acceptable.*

The below grade reach is minimum of approximately 9'-6". State the below grade reach:

#### BUCKET

The bucket is of the heavy-duty construction, 48" long, measuring 60" from side to side when fully opened.

Ground clearance at the center of the bucket is a minimum of 24" when it is fully opened, and resting on level ground.

Rotation of the bucket is accomplished with a hydraulic rotator motor allowing 360 ° continuous rotation.

The bucket is opened and closed via (2) hydraulic cylinders. The hydraulic oil lines to the cylinders are routed through an integral swivel joint in the bucket rotator motor, allowing continuous rotation without hose damage. Includes 1/4" bolt-on bucket cylinder covers.

The bucket top plate is constructed of 3/4" plate. The bucket tongs are constructed of 3/8" plate HRS with a 3/8" x 3" BOLT-ON, REVERSIBLE, REPLACEABLE edge strip.

Is the edge strip reversible? \_\_\_\_ Y \_\_\_\_ N

The bucket tongs form a reverse curve to help avoid scalping and digging on grass lawns.

The bucket contains (8) tongs - 4 per side. The bucket sides are constructed of 7-gauge material.

---

## STABILIZERS

The loader is equipped with 4-way adjustable hydraulic stabilizers. Each side has independent controls for the in/out and up/down adjustment. The outer stabilizer cross tube and outer stabilizer vertical tubes are constructed of 8" x 6" x 1/4" wall rectangular tubing.

---

State the size of the cross tube and outer tubes

---

The inner stabilizer cross tubes and vertical tubes are constructed of 7" x 7" x 1/4" wall rectangular tubing.

---

State the size of the inner tubes

---

The stabilizer footpads will be 3/4" thick, (2) 3/8" plates - overall dimension - 12" x 12", connected to the pad brackets by a single 1" Grade 8 bolt/lock nut.

---

The vertical stabilizer tubes shall be equipped with a steel protective housing containing (2) 6-LED strobing light assemblies.

---

## HYDRAULICS

Clutch-shift PTO's (Hot Shift)

---

The return filter shall be a top of tank mounted housing with a 5-micron synthetic media drop-in element. A vented, bayonet-style filler/breather cap with 10-micron filter and anti-splash provision is attached to a 3" tall raised neck.

---

Main boom cylinder is 6.5" bore x 4" shaft x 36" stroke.

State the diameter of the main boom cylinder in inches:

Tip boom cylinder is 5" bore x 3" shaft x 34" stroke.

Tip boom extension cylinder is 3.5" bore x 2" shafts 48" stroke.

Stabilizer in/out cylinders are (2) 3" bore x 1 1/2" shaft x 22" stroke.

Stabilizer up/down cylinders are (2) 3" bore x 1 1/2" shaft x 22" stroke w/dual pressure holding valves.

Trash bucket cylinders are (2) 3" bore x 1 1/2" shaft x 7" stroke.

Control valve is open center Walvoil SD8 with a main relief valve set at 2,150 psi.

Counterbalance valves are installed on the main boom and tip boom cylinders to prevent free fall in case of a hydraulic failure. Pilot not preferred.

The hydraulic pump is a cast iron, gear-type, direct

mounted to the power take-off and producing 21 gpm @ 1,200 rpm.

All hydraulic hoses are 4-wire-SAE 100R1 7 or better with an abrasion resistant jacket, rated at 4,000 psi working pressure (with the exception of the pump suction hose which is of SAE 100R4 construction).

## CONTROLS

YES

NO

OFFERED

The loader is equipped with dual "stand-up" operator stations located between the back of the chassis cab, and the front of the dump body.

Loading function-control Joysticks are located at both control stations.





Both the Stabilizer and Dump Body functions are centrally located to both operator stations

Driver Side Stabilizer: In/ Out  
 Passenger Side Stabilizer: In / Out  
 Driver Side Stabilizer: Up / Down  
 Passenger Side Stabilizer: Up / Down  
 Dump body raise/ lower

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

### DUMP BODY

YES      NO

The dump body long sills are 8" x 11.5 lb./ft structural channel.

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

The dump body crossmembers are 4" x 5.4 lb./ft channel.

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

State crossmember size \_\_\_\_\_

Crossmembers are on 12" center spacing.

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

State crossmember center spacing \_\_\_\_\_

The dump body floor is 1-Piece 1/4" plate steel, continuously welded to the headboard and sides.

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

State floor thickness \_\_\_\_\_

The dump body bottom side rails match the crossmembers.

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

State bottom side rail size \_\_\_\_\_

### DUMP BODY (CONT.)

YES      NO      OFFER

The dump body top side rails are 3" x 4" x 3/16" structural tubing.

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

State top side rail size \_\_\_\_\_

Are they structural tubing or are they formed?

\_\_\_\_\_ Structural      \_\_\_\_\_ Formed

The dump body sides are 10 GA

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

State body side thickness \_\_\_\_\_

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

The dump body side posts are 4" x 6 1/2" x 10 GA, formed channel and are set on 24" centers. Each side post has a bottom/side weep hole for moisture control.

State side post thickness \_\_\_\_\_

State side post center spacing \_\_\_\_\_

The dump body rear corner posts are 3" x 6 3/4" x 1/4", 4-way bend formed channel.

State rear post size \_\_\_\_\_

State rear post thickness \_\_\_\_\_

The dump body headboard construction matches the dump body side construction. There are perforations at each control station for increased operator visibility into the dump body.

The dump body rear door has 3" x 4" x 1/8" tubular framing with a single horizontal brace. Rear door construction matches the dump body side construction. Must be Single Door.

The dump body rear barn door locks are the positive type. There are (2) per door. Each door can be swung parallel to its respective side, and chained open for the unloading operation. Each door has (3) greaseable hinges.

The dump body rear barn door have shall have three (3) 1 1/16" CRR hinge pins with grease zerks. Shall be (1) Single Door, not Barn Doors.

Does the body have a (1) Single Door?

**DUMP BODY (CONT.)**

YES

NO

OFFERED

The dump body comes with a single safety prop.

The dump body lights meet all federal highway standards, and are grommet mount for easy replacement. Lights are housed in a 12GA formed bumper, welded to the bottom of the dump body. Surface-mount lights are not acceptable.

The dump body comes with a fixed "ICC bumper" for underride protection.

The dump body comes with a set of rear mud flaps.

\_\_\_\_\_

The dump body hoist is a cylinder, scissors type rated at 15 tons. It will achieve a minimum 45 ° dump angle without the rear of the dump body touching the ground.

\_\_\_\_\_

All L.E.D. body lights.

\_\_\_\_\_

### PAINTING

The loader and dump body will receive one coat of a automotive-grade, 2-part epoxy primer, followed by (2) coats of Sherwin Williams automotive grade acrylic urethane finished paint the underside of the dump body floor will be coated with Autobody Technologies, Inc. TRANSTAR TR4361 Quick Dry Rubberized undercoating.

\_\_\_\_\_

State dump body undercoating manufacturer and product number

\_\_\_\_\_

Dump Body shall be painted

\_\_\_\_\_

\_\_\_\_\_

Boom Shall be Painted

\_\_\_\_\_

\_\_\_\_\_

### LOADER LIFTING CAPACITIES

YES

NO

OFFER

The loader lifting capacities are:

10,085# @ 08 Feet  
8,155# @ 10 Feet  
6,355# @ 12 Feet  
5,455# @ 14 Feet  
4,800# @ 16 Feet  
3,955# @ 18 Feet  
3,635# @ 20 Feet  
3,600# @ 20 Feet 8 Inches

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Included:

YES

NO

OFFERED

Air-Over-Hydraulic Joystick Controls- NO EXCEPTIONS  
This allows for a safer and more precise operation

\_\_\_\_\_

Does the unit have Air-Over Hydraulic Joystick Controls? YES \_\_\_\_\_ NO \_\_\_\_\_

Integrated Front of Body Toolbox with Dual  
Side Doors -NO EXCEPTIONS

\_\_\_\_\_

Dual Smart Lamps in Lower Light Bar \_\_\_\_\_

State paint manufacturer, color name, and color code. Attach layout drawing for multiple colors:

\_\_\_\_\_

Shall include a 5" LCD dash mounted moitor with a rear camera installed.

\_\_\_\_\_

| <b><u>CHASSIS:</u></b>                                                                      | <b><u>Yes</u></b>        | <b><u>No</u></b>         | <b><u>Offered</u></b>    |
|---------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 2024 or Newer                                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Setback Axle/Conventional Cab                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 300 HP 860 ft/ Lb torque                                                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| DR12V 160 AMP 28'SI Quadra Mount PAD Alternator<br>with Remote battery sense or equivalent. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Minimum of 2 maintenance free studded batteries 2000 CCA                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18.7 CFM Air Compressor                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Allison 3500 RDS Transmission with PTO provision                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Minimum 12,000 # dual taper leaf suspension                                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Meritor 15.5 x 5 front brakes or equivalent                                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Minimum 21,000 lb single rear axle                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.14 rear axle ratio (subject to change)                                                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Meritor 16.5 x 7 rear cam brakes                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 30,000lb flat leaf spring rear suspension                                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Air Brake Package                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| WABCO 4S/4M ABS or equivalent                                                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Air Dryer                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 50 Gallon Fuel Tank                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Air Cab Mounting                                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Air Horn/ Electric                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Dual West Coast Heated Mirrors                                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Door Mounted Heated Mirrors                                                                 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 254" Wheel base                                                                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 64" rear over hang                                                                          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Heavy Duty Air Compressor                                                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

|                                                       | <u>Yes</u> | <u>No</u> | <u>Offered</u> |
|-------------------------------------------------------|------------|-----------|----------------|
| High Back Air Ride Drivers Seat                       | <hr/>      | <hr/>     | <hr/>          |
| 2-man bench passenger seat with tool box              | <hr/>      | <hr/>     | <hr/>          |
| Electronic Cruise Control                             | <hr/>      | <hr/>     | <hr/>          |
| AM/FM/Blue Tooth                                      | <hr/>      | <hr/>     | <hr/>          |
| 2.5 lb Fire Extinguisher                              | <hr/>      | <hr/>     | <hr/>          |
| Heater, Defroster, Air Conditioner                    | <hr/>      | <hr/>     | <hr/>          |
| Triangle Reflector Kit                                | <hr/>      | <hr/>     | <hr/>          |
| Easy to read gauges                                   | <hr/>      | <hr/>     | <hr/>          |
| Power windows                                         | <hr/>      | <hr/>     | <hr/>          |
| Self-Cancelling turn signals                          | <hr/>      | <hr/>     | <hr/>          |
| Dual easy entry steps and grab handles                | <hr/>      | <hr/>     | <hr/>          |
| Frame Mounted Battery Box                             | <hr/>      | <hr/>     | <hr/>          |
| 6 gallon DEF tank                                     | <hr/>      | <hr/>     | <hr/>          |
| 900 Sq. Inch Radiator                                 | <hr/>      | <hr/>     | <hr/>          |
| 12 VOLT Heavy Duty Starter                            | <hr/>      | <hr/>     | <hr/>          |
| Engine block heater with plug in                      | <hr/>      | <hr/>     | <hr/>          |
| 11R 22.5 14 PLY radial front tires                    | <hr/>      | <hr/>     | <hr/>          |
| 11R 22.5 16 PLY radial rear tires                     | <hr/>      | <hr/>     | <hr/>          |
| Accuride 22.5 x 8.25 Steel Front Wheels 6.18 inset    | <hr/>      | <hr/>     | <hr/>          |
| Accuride 22.5 X 8.25 Steel Rear Wheels                | <hr/>      | <hr/>     | <hr/>          |
| 5 years/ 150,000- mile engine warranty                | <hr/>      | <hr/>     | <hr/>          |
| 5 year/ 150,000 -mile after treatment system warranty | <hr/>      | <hr/>     | <hr/>          |
| 5-year Unlimited mile transmission warranty           | <hr/>      | <hr/>     | <hr/>          |



## BID SHEET

Company's name submitting bid: \_\_\_\_\_

Knuckle boom body manufacturer: \_\_\_\_\_

Chassis manufacturer: \_\_\_\_\_

Location of nearest Knuckle boom Dealer Representative: \_\_\_\_\_

Location of Chassis Dealer: \_\_\_\_\_

Dealer must have been selling and servicing knuckle booms for at least 30 Years,  
Circle YES/NO NO EXCEPTIONS.

How long have you been selling/servicing knuckle booms? \_\_\_\_\_

Optional 5 Year Buyback Price on the whole unit: Circle YES/NO

State your 5 Year Buyback Price: \_\_\_\_\_

Must provide "ON-SITE" Service Work. Circle YES/NO \_\_\_\_\_

Indicate number of days the unit that meets ALL of the specs shall be delivered after issue date of the  
purchased order. \_\_\_\_\_ DAYS

Bid must meet all of the above specifications, not just the intent.

Do you meet all of the above specifications? \_\_\_\_ YES \_\_\_\_ NO

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.





# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Ann Jones, Chief Administrative Officer  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve Specifications and Authorize publication of Citywide Water Meter Replacement Project.  
File Number: 2024-139  
Minute Book #

---

## Summary

Approve Specifications and Authorize publication of Citywide Water Meter Replacement Project.

## Recommendation Statement

I recommend the approval of the specifications and the authorization to publish for bid.

Please place this on the March 5, 2024 City Council meeting for consideration.

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**CITY WIDE WATER METER REPLACEMENT**

FOR THE

**CITY OF HATTIESBURG**

**FEBRUARY 2024**

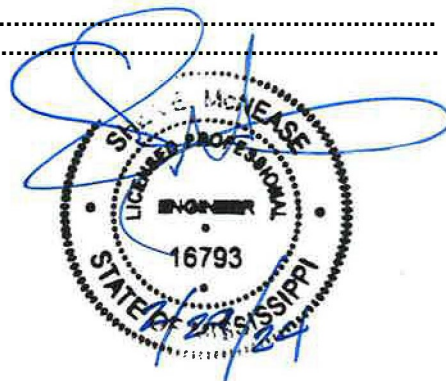


PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.  
CONSULTING ENGINEERS

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## ADVERTISEMENT FOR BIDS:

---

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 A.M. on April 18, 2024 in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

### CITY WIDE WATER METER REPLACEMENT HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from [www.sd-wprojects.com](http://www.sd-wprojects.com). Electronic bids can be submitted at [www.sd-wprojects.com](http://www.sd-wprojects.com). For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

### BID: CITY WIDE WATER METER REPLACEMENT HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 5<sup>th</sup> day of March, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: \_\_\_\_\_  
Kermas Eaton, City Clerk

Publish on March 14, 2024 and March 21, 2024

City of Hattiesburg  
Return PROOF to SDW, Inc.  
301 Second Avenue  
Hattiesburg, MS 39401

## INFORMATION FOR BIDDERS

---

BIDS will be received by City of Hattiesburg, MS herein called the "OWNER", at City Hall until 10:00 AM on April 18, 2024, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **City Wide Water Meter Replacement, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

BIDDERS must have verifiable experience in the completion of projects that are comparable in size and scope. Owner reserves the right to request references for verification of BIDDERS experience.

BIDDERS must have experience with Tyler Mass Meter Input technologies and all equipment necessary to deliver project data to the OWNER in the format required by the Tyler Technologies System.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of \$500 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

## PROPOSAL FORM

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I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 270 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

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Company

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Authorized by:

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ADDRESS



# PROPOSAL

## City Wide Water Meter Replacement

| Item | Description                                                                                                  | Unit     | Quantity          | Unit Price | Extension |
|------|--------------------------------------------------------------------------------------------------------------|----------|-------------------|------------|-----------|
| 1    | 5/8" X 3/4" METER BRONZE BOTTOM, DISC METER, USG, TORX SEAL SCREW, W/ HR-E ENCODER & LTE-M CELLULAR ENDPOINT | EA       | 8437              |            |           |
| 2    | 1" DISC METER, USG, TORX SEAL SCREW, W/ HR-E ENCODER & LTE-M CELLULAR ENDPOINT                               | EA       | 1257              |            |           |
| 3    | 5/8" X 3/4" BRONZE BOTTOM, DISC METER, BARE                                                                  | EA       | 3563              |            |           |
| 4    | 1" BRONZE BOTTOM, DISC METER, BARE                                                                           | EA       | 176               |            |           |
| 5    | LTE-M CELLULAR ENDPOINT ONLY                                                                                 | EA       | 200               |            |           |
| 6    | WATER METER BOX BODY ONLY, 14" X 19" X 12" BOX, BLACK                                                        | EA       | 9543              |            |           |
| 7    | WATER METER BOX LID ONLY, 14" X 19" DROP-IN, BLACK, SINGLE 2" AMR/TR HOLE                                    | EA       | 10225             |            |           |
| 8    | Pavement Saw Cut                                                                                             | Lin. Ft. | 100               |            |           |
| 9    | Asphalt Repair                                                                                               | Sq. Yd.  | 200               |            |           |
| 10   | Concrete Repair                                                                                              | Sq. Yd.  | 200               |            |           |
|      |                                                                                                              |          | <b>BID TOTAL:</b> |            |           |

Base Bid Respectfully Submitted, Name of Firm or Bidder: \_\_\_\_\_

## BID BOND

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KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, \_\_\_\_\_  
\_\_\_\_\_ Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

### CITY WIDE WATER METER REPLACEMENT HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter called the CONTRACTOR, the City of Hattiesburg hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

### ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

#### **CITY WIDE WATER METER REPLACEMENT HATTIESBURG, MISSISSIPPI**

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

### ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

### ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$500.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

#### ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

#### ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and

accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

#### ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

**WITNESSETH:** that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

|                         |                                 |
|-------------------------|---------------------------------|
| Advertisement for Bids  | Notice of Award                 |
| Instructions to Bidders | Notice to Proceed               |
| Bid                     | Change Order                    |
| Bid Bond                | General Conditions              |
| Contract Agreement      | Supplemental General Conditions |
| Payment Bond            | Technical Specifications        |

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

DATE

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

DATE

ATTEST

**IMPORTANT NOTE:** Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

## PAYMENT AND PERFORMANCE BOND

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KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Principal), a  
corporation, partnership or individual duly authorized by law to do business as a  
construction contractor in the State of Mississippi, and \_\_\_\_\_  
of \_\_\_\_\_ (herein called the Surety), a corporation duly authorized to  
do surety business under the laws of the State of Mississippi, are held and firmly bound  
unto the City of Hattiesburg , MS (hereinafter called the Obligee), a Municipality  
existing under the laws of the State of Mississippi, in the penal sum of \_\_\_\_\_  
Dollars ( \_\_\_\_\_ ) lawful money of the United States, for the payment of which  
well and truly to be made, the said Principal and the said Surety do hereby bind  
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by  
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument  
in writing attached hereto and bearing date of \_\_\_\_\_  
has agreed with said Obligee to do all work necessary and to furnish labor, materials,  
tools, supplies and services to construct **CITY WIDE WATER METER REPLACEMENT,  
HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the  
Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and  
workmanlike manner, and to the satisfaction of Obligee perform and complete the work  
required, and shall defend, indemnify and save harmless said Obligee against all  
damages, claims, demands, expense and charge of every kind (including claims of patent  
infringement) arising out of injury or damage to persons or property by reason or arising  
from any act, omission or neglect of said Principal, his agent, servants or employees with  
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,  
material, supplies and equipment and deliver the said improvement to Obligee completed  
and ready for occupancy or operation, and free from all liens, encumbrances or claims for  
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to  
Obligee by reason of any default or neglect of the said Principal in the relation of said  
agreement and said work, then this obligation shall be void, otherwise to remain in full  
force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates  
and agrees that no charge, extension of time, alteration or addition to the terms of the  
Contract, or the work to be performed thereunder, or the Specifications accompanying  
the same, shall in any way affect its obligation on this bond and does hereby waive notice  
of any change, extension of time, alteration or addition to the terms of the Contract, or to  
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or



subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
Name of person executing for Principal

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ADDRESS

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of person executing for Surety

\_\_\_\_\_  
TITLE

# GENERAL CONDITIONS

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## **ARTICLE 1 - DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

**ACCEPTANCE:** By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

**AGREEMENT:** The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

**ADDENDA:** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

**APPLICATION FOR PAYMENT:** The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

**APPROVAL:** Accept as satisfactory.

**BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**BIDDER:** Any person, firm or corporation submitting a Bid for the Work.

**BONDS:** Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

**CHANGE ORDER:** A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**CONTRACT DOCUMENTS:** The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

**CONTRACT PRICE:** The total moneys payable to the CONTRACTOR under the Contract Documents.

**CONTRACT TIME:** The number of calendar days stated in the Agreement for the completion of the Work.

**CONTRACTING OFFICER:** The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

**CONTRACTOR:** The person, firm or corporation with whom the OWNER has executed the Agreement.

**DAY:** A calendar day of twenty-four hours measured from midnight to the next midnight.

**DRAWINGS:** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

**ENGINEER:** The person, firm or corporation named as such in the Contract Documents.

**FIELD ORDER:** A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

**HE, HIS, AND HIM:** These are several pronouns that shall represent both male and female genders.

**MODIFICATION:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

**NOTICE OF AWARD:** The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

**NOTICE TO PROCEED:** A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

**OWNER:** A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

**PROJECT:** The entire construction to be performed as provided in the Contract Documents.

**CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE:** An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

**SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

**SAMPLES:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**SPECIFICATIONS:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**SUBCONTRACTOR:** An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

**SUBSTANTIAL COMPLETION:** Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

**SUPPLEMENTARY GENERAL CONDITIONS:** Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

**SUPPLIER:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**SPECIAL CONDITIONS:** When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

**SURETY:** The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

**WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

**WRITTEN NOTICE:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

## **ARTICLE 2 - PRELIMINARY MATTERS:**

**AWARD:** 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

## **EXECUTION OF AGREEMENT:**

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

## **FORFEITURE OF BID SECURITY:**

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

## **CONTRACTOR'S PRE-BID REPRESENTATIONS:**

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

## **COMMENCEMENT OF CONTRACT TIME:**

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

## **STARTING THE PROJECT:**

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

## **BEFORE STARTING CONSTRUCTION:**

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

## **SCHEDULE OF COMPLETION:**

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

## **QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:**

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

## **ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:**

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."



3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:**

##### **Availability of Lands**

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

#### Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

#### Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

## **ARTICLE 5 - BONDS AND INSURANCE:**

### **Performance and Payment Bonds:**

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

### **Contractor's Liability Insurance:**

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

### **Owner's Liability Insurance**

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

### **Fire and Extended Coverage Insurance (Builders' Risk):**

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

#### Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

### **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:**

#### Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

#### Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

#### Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

#### Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

#### Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public



utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.



6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

#### Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

#### Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

#### Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

### Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

### ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

## **ARTICLE 8 - OWNER'S RESPONSIBILITIES:**

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable



objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:**

### **Owner's Representative:**

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.



9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

#### Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

#### Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

#### Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

#### Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

#### Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

#### ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

#### **ARTICLE 11 - CHANGE OF CONTRACT PRICE:**

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)



11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor,



installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

## **ARTICLE 12 - CHANGE OF THE CONTRACT TIME:**

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

## **ARTICLE 13 - GUARANTY:**

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1)

year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

## **ARTICLE 14 - PAYMENTS AND COMPLETION:**

### **Payments to Contractors:**

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial

occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

#### Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

#### Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this

request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the

14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

## **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:**

### **Owner May Suspend Work:**

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

### **Work During Inclement Weather:**

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

### **Owner May Terminate:**

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition

to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

#### Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.



#### Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

#### Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

#### Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

#### ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

#### ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for



whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

#### Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the

CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

# SUPPLEMENTAL GENERAL CONDITIONS

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## ARTICLE 1 - SPECIAL CONDITIONS

### SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

### EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

### PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

### INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure

contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

**D. Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

**E. OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

## **CLEANING UP**

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

## **SPECIAL INSTRUCTIONS**

## **LIMITATIONS**

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

## **PRODUCT/MATERIALS SUBSTITUTION**

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

## **INSPECTION**

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

## **SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL**

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

## AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

## GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:  
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:  
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
  - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
  - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
  - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the



guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

## **CLOSE-OUT DOCUMENTS**

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:  
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:  
*"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."*
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707  
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:  
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:  
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:  
*"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."*  
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:  
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):  
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:  
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.



# INSTALLATION SPECIFICATIONS

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It is the intent of City to evaluate the proposals that meet minimum standards and choose the installation that best meets the needs and goals of the City. Therefore, the City is soliciting proposals from vendors who are determined by the City to be best able to meet the following objectives:

1. Install meter units as outlined in the project proposal form.
2. Furnish and install any related equipment.

## **PART 1: DEFINITIONS**

Throughout this request for proposals, the following definitions shall apply.

**“Contractor”** means the Vendor chosen to perform the services outlined in the RFP.

**“Meter Unit”** means all the devices at a water meter necessary to obtain and transmit a meter reading. This includes the cellular transmitter device used to transmit the meter reading and data from the individual water meter to be received by the meter reading system receiver plus the device used on or at the meter to encode the meter data plus a new meter if necessary.

**“Outside Vendor”** means the individual, firm, partnership, joint venture or corporation that supplies products or services related to this project.

**“Project Coordinators”** means the individuals assigned by the City and the Vendor representing the interest of each to oversee the project completion.

**“Project” or “Cellular System”** means the Meter Installation to be provided in accordance with the scope of services of this RFP.

**“Vendor”** means the individual, firm, partnership, joint venture or corporation, which submits a proposal in response to this RFP.

**“Sub-Vendor”** means the individual, firm, partnership, joint venture or corporation, which supplies products or services to the Vendor related to this project.

**“Subcontractor”** means the individual, firm, partnership, joint venture or corporation, which performs services or provides portions of the AMR System to the Contractor.

## **PART 2: SCOPE OF SERVICES**

### **2.01: Installation specifications**

#### **A. Meter Replacement**

Contractor must have experience in water meter replacement and retrofit procedures specified by the system manufacture.

Contractor must have experience with Tyler Mass Meter Input system over multiple projects and have the equipment and expertise to utilize said system.

Contractor must adhere to the following procedures:

#### **B. Procedures:**

1. Identify address from uploaded route
2. Verify need for GPS data
3. Advise customer of who you are, what you're doing, and of the momentary outage
4. Scan new meter and module #,
5. Using appropriate safety equipment and techniques, remove old meter
6. Install new meter module
7. Flush exterior faucet to remove any air in the plumbing
8. Advise homeowner of completed task and/or leave informational door hanger
9. Scan in old meter #, old meter reading and new meter #
10. Return to vehicle with old meter

Any fittings, couplings, curb stops, flange pack, etc. needed to replace existing meters shall be absorbed.

#### **Water Meter Sets/Registers**

Installation contractor must have experience in gathering and reporting specified information on each account. The information includes but is not limited to the following:

Meter Serial Number, RF ID, New Meter Reading, Ending Meter Reading, Old Meter Serial Number, etc.

It is recommended that data collectors equipped with bar coding scanners be used as part of the installation.

The installation contractor must provide the City with a check list of events and procedures for ensuring that every meter is treated correctly with shut on / shut off, customer notification procedures, flushing procedures, data capturing

procedures, etc. The City expects the contractor to provide acceptable procedures for making the change out transparent as possible to the customer in the service area.

# AMI MANAGED SOLUTION

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## System Specification

### Project Scope

Under this specification a single manufacturer shall supply and manage all endpoints, Advanced Metering Infrastructure (AMI) software, software hosting, training and installation support necessary to furnish a fixed network meter reading system using the secure public cellular network that does not require the utility to install or maintain gateways. While a primary function shall be to provide accurate and timely meter reading data for billing purposes, the system shall also furnish meter consumption information in 15-minute intervals, and meter-based analytical alarms to facilitate enhanced utility operation and management of the total water distribution system.

### System Description

The fixed network system shall be engineered by manufacturer to utilize endpoints with cellular modems located at each water meter to send data through the existing cellular network. No manufacturer data collectors are allowed as part of the deployment.

The endpoints will operate on FCC regulated frequencies reserved for secure cellular communications. All endpoints must operate with two-way communication capabilities between the endpoint and the AMA software.

The AMA software will support an open system platform design and have multiple options to provide metering data to the utility's billing system including CSV format and optional API. In addition, system information, and other service tools will be provided to assist the utility in serving their customers. The AMA software will also be used to monitor and control system performance all the way down to the endpoint. The AMA software shall provide a consumer engagement module that includes online access and a smartphone application to allow the utility customer access to their usage information. The consumer engagement module is required to be built into the AMA software platform to increase data availability and to eliminate additional interface requirements between multiple software platforms.

### Managed Solution Requirements

Under a managed solutions contract, manufacturer must provide the following:

- Hosted and managed AMA software using a secure data warehouse with SOC2 reports and ISO27001 security certification in place for the software holding the data and data warehouse.
  - All AMA software upgrades and updates

- Periodic web-based training of AMA software and system operation
- Consumer engagement tools
- 24/7 Technical support for all supplied software and hardware
- Future-proof technology
- All software and server updates are included by manufacturer

### **Endpoint Performance Requirements**

**CELLULAR NETWORK** – The design of the endpoint must support multiple networks to provide redundant communication paths to ensure optimal coverage and reliability. Endpoints that rely upon a single network communication path are not acceptable.

**CONFIGURATIONS**–Manufacturer shall provide a fully potted endpoint that can be deployed in an indoor, outdoor or submersible (pit) application. The endpoint shall be programmed in the factory and available for connectivity to a compatible absolute encoder register. The endpoint shall also be available in an endpoint-only configuration for field splicing, or with a submersible inline connector. Endpoint must be designed to be installed underneath a plastic or composite pit lid or through a standard 2” hole in a plastic or composite pit lid. Endpoints may be started using wake on consumption or through IR communication. In addition, the endpoint must support an IR to confirm that the endpoint was successfully installed. To maximize RF and system performance, integral endpoints and endpoints designed with remote antennas that increase signal loss are not acceptable solutions.

**ENDPOINT TRANSMISSION** - The standard endpoint radio frequency operation shall incorporate an encrypted two-way bubble-up radio frequency transmission of the metering data, requiring no auxiliary communication necessary to trigger the transmission of the standard metering data. Endpoint must store a minimum of 42 days of time-synchronized, 15-minute interval data. In the unforeseen event that the communication system is unavailable for a period of time, readings continue to be captured and stored and returned to the utility upon system restoration.

**ENVIRONMENTAL** - The endpoint shall, at a minimum, be able to withstand temperatures between -40° F to +140°F. In addition the endpoint shall be fully potted to withstand harsh environments.

**POWER SOURCE** – The endpoints must utilize a non-replaceable D-sized Lithium thionyl chloride battery. Endpoints with replaceable batteries are not acceptable due to the rapid changes in endpoint technology.

**WARRANTY** – The endpoints must be covered under warranty against defects in material and workmanship for a period of time that meets or exceeds the industry

standard of 20 years after shipment from the manufacturer. Under the warranty, the manufacturer shall agree to repair or replace a non-performing product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty.

**WIRE TAMPER DETECTION** - The endpoint must utilize a three-wire conductor cable, allowing monitoring of the integrity of its connection to the meter encoder. It will also indicate a tamper alert status within the endpoint transmission signal if either a short or open-circuit condition is sensed in the three-wire connection.

**INTERVAL DATA** - The endpoint must have the ability store 15-minute interval meter reading data and transmit at least once per day.

**IR PROGRAMMING** - The endpoint will have infrared communication connection to aid in installation and troubleshooting.

**TWO-WAY COMMUNICATION** - The endpoint will be capable of two-way communications with the AMA system, which allows for endpoint firmware upgrades and endpoint clock synchronization and supports a residential meter with an integral shut off valve.

**ENCODER COMPATIBILITY** - A single endpoint shall be available which is fully programmed and capable of being used in conjunction with the Badger Meter HR-E, HR-E LCD, ADE®, Elster InVISION and ScanCoder® encoders and evoQ4 meter (encoder output); Hersey® Translator; Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; Neptune® ProRead, E-Coder® and ARB-V®; and Sensus® Electronic Register encoder (ECR) and ICE.

### **AMA Software – Performance Requirements**

The manufacturer will fully host and manage the AMA software. The AMA software will be hosted on a web-based network platform where any PC connected to the internet, using a compatible web-browser with user's assigned credentials, will be able to access the system. AMA software shall be provided on a dynamic service that supports additional data needs and processing power as required. AMA software shall be offered on a pay-as-you-go service unit model for scalability and ease of deployment.

This software provides easy-to-use dashboard modules to enable users to perform the following functions, including:

- Endpoint health – percentage of successful transmissions within past 48 hours, plus alarms
- Top accounts by usage – displays top water users in system

- Favorites – defined by individual utility user, displays those favorite accounts they want to track
- What's New – describes new features added since last software update
- Technical support – provides contact information and WebEx link for technical support
- System water usage – compares total system consumption week over week
- Flow health – provides an overview of the flow anomalies in your water system
- Billing reads – transfers data to and from billing

**ADVANCED METERING ANALYTICS** – The AMA software platform shall allow the utility to define metering analytics that affect utility operations such as:

#### Metering Based Configurations

- 15-Minute / Hour / Day / Month / Year Consumption Charts
- Map and Satellite views of service and potential leak locations
- Exceptions (Continual Usage Leaks, Cut-Wire Tamper, No Usage, Reverse Flow, Encoder Error)

The AMA software shall continually monitor the incoming data to alert utility personnel when an exception condition exists, thus allowing the utility to make better and faster business decisions.

**CONSUMER ENGAGEMENT**–The AMA software shall provide a consumer engagement portal that includes online access and a smartphone application to allow the utility customer access to their usage information.

The AMA Software suite shall deliver several distinct ways to engage utility customers:

- An online consumer engagement platform that enables customers to view and understand their usage profile through easy-to-understand consumption graphs, and provides a simple method to establish potential leak alerts.
- A smartphone app that brings the power of the online consumer engagement platform to the customer's iPhone or Android device.
- Ability to export the consumer's usage information in a standard csv format report.

**REPORTING CAPABILITIES** - Reports and tables generated by the software will have the ability to easily select and compile particular data for printing or exporting via csv format. The software will allow a utility to search the database to easily locate specific customer information and readings. Historic customer reading information will be converted to consumption and allow graphical display

for printing or exporting via csv format.

**DISTRICT METERING AREAS** – The software shall support District Metering Area (DMA) analytics to help identify Non-Revenue Water (NRW) loss across the distribution network. DMA zones comprised of Supply meters and Demand meters differentiate between water flowing into a distribution zone and water being consumed within the zone. Distribution zones can have multiple inlets and supply subsequent cascading zones. DMA reporting shall filter consumption data by zone and chart the flow through the Source meter(s) compared with the sum for all Demand meters within the zone, and indicate the unaccounted for difference in consumption.

**SECURITY** – The AMA and consumer engagement software shall maintain ISO27001 security certification and SOC2 reports to ensure data security and be hosted at a secure data warehouse with similar security certifications. All data at rest within and outside of the AMA software must be encrypted and actively monitored through 3rd party security vendor. To keep ahead of the latest security threats, a third party vendor must be utilized to conduct regular penetration testing to maintain data and system security. All system passwords must be stored in a non-reversible cryptographic hash format with multiple rounds.

### **Software / Endpoint Installation and Training**

The manufacturer's certified training personnel shall setup and test the AMA software for the utility. Upon successful completion of the set-up, the manufacturer's certified training personnel shall provide training on the operation and maintenance of the system, and endpoint installation. Follow up customized training will be available. To support a community of users, manufacturer will provide periodic web-based training on the different features of the AMA software to ensure the user can enjoy all the benefits the system provides.

### **Metering Products**

The manufacturer must offer a comprehensive water meter product line for residential, commercial and fire service applications.

As accuracy is of the utmost importance, the manufacturer must offer its own line of positive displacement, nutating disc technology meters as well as a full line of electronic (static) meters for residential and light commercial applications. Residential electronic meters shall utilize ultrasonic transit time technology and be available in lead-free materials (sizes 5/8" through 2").

To capture a wide range of flows for commercial and industrial applications, the manufacturer must offer its own full line of commercial meters which include turbine, compound, and fire service meters as well as battery powered and line powered (where appropriate) electronic meters.



All meters shall include high-resolution encoders to provide high resolution metering data through the cellular endpoint to the AMA software.

As part of the comprehensive line of metering solutions, the manufacturer must offer a residential electronic meter that incorporates an integrated shutoff valve into the lay length of the meter. The meter shall feature a patented multi-position valve that enables the utility to open, close or partially close the valve from the utility office through a single head-end software.

### **Technical Support**

The manufacturer must have a staff of technical support personnel trained in all aspects of the metering and AMA system. Technical support must be available via the phone 24 X 7. After-hours return calls must be typically responded to within 30 minutes.

### **Experience**

The manufacturer shall have a minimum of twenty years of product experience in the field of water AMR / AMI and should have sold a minimum of 12,000,000 AMR or AMI endpoints (touch-read not included) into water utilities over the past fifteen years.

### **Acronyms or Industry Terms Used in Document**

- AMA – Advanced Metering Analytics
- Endpoint – Meter Interface Unit (MIU) or Transmitter
- FCC – Federal Communications Commission
- RF – Radio Frequency
- IR - Infrared
- HRE – High Resolution Encoder
- HRE-LCD – High Resolution Encoder with Liquid Crystal Display

# CELLULAR ENDPOINT

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## System Specification

### Endpoint Performance Requirements

**CELLULAR NETWORK** – The design of the endpoint must support multiple networks to provide redundant communication paths to ensure optimal coverage and reliability. Endpoints that rely upon a single network communication path are not acceptable.

Endpoints shall be Badger Meter Orion LTE-M Cellular Endpoint or approved equal.

**CONFIGURATIONS**–Manufacturer shall provide a fully potted endpoint that can be deployed in an indoor, outdoor or submersible (pit) application. The endpoint shall be programmed in the factory and available for connectivity to a compatible absolute encoder register. The endpoint shall also be available in an endpoint-only configuration for field splicing, or with a submersible inline connector. Endpoint must be designed to be installed underneath a plastic or composite pit lid or through a standard 2” hole in a plastic or composite pit lid. Endpoints may be started using wake on consumption or through IR communication. In addition, the endpoint must support an IR to confirm that the endpoint was successfully installed. To maximize RF and system performance, integral endpoints and endpoints designed with remote antennas that increase signal loss are not acceptable solutions.

**ENDPOINT TRANSMISSION** - The standard endpoint radio frequency operation shall incorporate an encrypted two-way bubble-up radio frequency transmission of the metering data, requiring no auxiliary communication necessary to trigger the transmission of the standard metering data. Endpoint must store a minimum of 42 days of time-synchronized, 15-minute interval data. In the unforeseen event that the communication system is unavailable for a period of time, readings continue to be captured and stored and returned to the utility upon system restoration.

**ENVIRONMENTAL** - The endpoint shall, at a minimum, be able to withstand temperatures between -40° F to +140°F. In addition the endpoint shall be fully potted to withstand harsh environments.

**POWER SOURCE** – The endpoints must utilize a non-replaceable D-sized Lithium thionyl chloride battery. Endpoints with replaceable batteries are not acceptable due to the rapid changes in endpoint technology.

**WARRANTY** – The endpoints must be covered under warranty against defects in material and workmanship for a period of time that meets or exceeds the industry standard of 20 years after shipment from the manufacturer. Under the warranty, the manufacturer shall agree to repair or replace a non-performing product at no cost during the first ten (10) years, and at a prorated price during the last ten (10) years of the warranty.

**WIRE TAMPER DETECTION** - The endpoint must utilize a three-wire conductor cable, allowing monitoring of the integrity of its connection to the meter encoder. It will also indicate a tamper alert status within the endpoint transmission signal if either a short or open-circuit condition is sensed in the three-wire connection.

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**ENCODER COMPATIBILITY** - A single endpoint shall be available which is fully programmed and capable of being used in conjunction with the Badger Meter HR-E, HR-E LCD, ADE®, Elster InVISION and ScanCoder® encoders and evoQ4 meter (encoder output); Hersey® Translator; Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; Neptune® ProRead, E-Coder® and ARB-V®; and Sensus® Electronic Register encoder (ECR) and ICE.

# **SPECIFICATIONS FOR 5/8", 5/8"X 3/4", 3/4" X 3/4", AND 1", COLD WATER METERS DISPLACEMENT TYPE – MAGNETICALLY DRIVEN**

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## **SECTION 1 – SCOPE**

This specification covers cold water meters in sizes 5/8", 5/8x3/4", 3/4x3/4", and 1" and the materials and workmanship employed in their fabrication. The displacement meters must be of the type known as nutating disc meters, which are positive in action in that the discs displace or carry over a fixed quantity of water for each nutation of the disc when operated under positive pressure. Meters will meet and exceed all standards of the latest revision of AWWA C700/C710.

Meters shall be Badger Meter M25 & M70 meter bronze bottom, disc meter or approved equal.

## **SECTION 2 – ACCURACY**

Accuracy is of the utmost importance to this Utility. Therefore, the purchaser requires positive displacement, nutating disc technology to capture the widest accuracy ranges and to increase revenue. According to the AWWA Water Research Foundation Study of new meter accuracies at low flow, nutating disc meters have proven to be the most accurate type of mechanical meter in low flow environments and provide the highest out of the box new meter accuracy. Proposal shall include information on how your meter technology performs at the different flow rates tested as part of this AWWA Water Research Foundation Study of new meter accuracies at low flow.

All meters shall contain a factory test label, which documents the accuracy at high, medium and low flow.

## **SECTION 3 – AFFIDAVIT OF COMPLIANCE**

The purchaser may require, in their supplemental specifications, an affidavit from the manufacturer or vendor that the meters furnished under the purchaser's order comply with all applicable requirements of this specification. Failure to meet any part of the specification shall be sufficient cause for rejection.

## **SECTION 4 – SIZE, CAPACITY, AND LENGTH**

Along with the operating and physical characteristics, the nominal size, capacity ratings, related pressure loss limits and length of the meters are shown in Tables 1 and 2. Meters supplied under this specification shall operate without leakage or damage to any part at a working pressure of 150 psi.

## **SECTION 5 – CASES**

5.1 Specified by the customer's supplemental specifications, all 5/8", 5/8x3/4",

3/4x3/4", and 1" meters shall have a top and bottom meter case closure made of lead-free virgin grade engineering thermoplastic or of a lead-free copper alloy containing not less than 75% copper.

5.2 Meters shall comply with the lead-free requirements as defined by the 2014 provisions of the Safe Drinking Water Act which changes the definition of lead-free from the current 8.0% to not more than a weighted average of 0.25 percent lead when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.

5.3 Main cases shall be capable of withstanding a hydrostatic burst pressure of 600 psi (or 450 psi with frost bottom). The bottom closure for the copper alloy housing may be cast iron or lead-free bronze for 5/8" through 1" or a thermoplastic material for 5/8" and 5/8x3/4" meters.

5.4 All meters shall have an outer case with separate, removable measuring chambers. Casings shall not be repaired in any manner. The inlet and outlet shall have a common axis. Connection flanges shall be parallel.

5.5 The size, model, and direction of flow through the meters shall be molded/cast in the topside of all meter outer cases.

## **SECTION 6 – FROST PROTECTION DEVICES FOR BRONZE METERS**

The bottom closure of the outer casing for 5/8", 5/8x3/4", 3/4x3/4", and 1" meters shall be of such design that the bottom closure will yield or break under normal freezing conditions to minimize damage to any other part of the meter when specified by customer's supplemental specifications.

## **SECTION 7 – EXTERNAL CLOSURE SCREWS, BOLTS, NUTS, AND WASHERS**

All external closures shall be designed for easy removal after long services and shall be made of a suitable synthetic polymer or corrosion resisting stainless steel.

## **SECTION 8 – REGISTER BOXES**

The name of the manufacturer shall be permanently cast or molded in the lid of the register box. The lid and shroud shall be recessed and overlap the register box to protect the lens. The serial number of the meter shall be imprinted on the lid. Register box enclosures, rings, and lids shall be made of engineering thermoplastic or other suitable synthetic polymer.

## **SECTION 9 – MEASURING CHAMBERS**

The measuring chambers, 5/8", 5/8x3/4", 3/4x3/4", and 1", shall be self-contained units, made of a dimensionally stable reinforced thermoplastic, molded without secondary machining, firmly seated, easily removed from the main cases

and shall not be a part of the main case. Both halves of the measuring chamber and the internal element shall be marked with the manufacturer's symbol or name. The chamber shall be of two-piece snap joint and be secured in the main casing so that the accuracy of the meter will not be affected by any distortion of the cases when operating at pressures to 150 psi. Control of disc spindle motion shall be by means of a cone shape structure molded as an integral part of the chamber. Measuring chamber diaphragms shall be an integrally molded part of the measuring chamber halves.

## **SECTION 10 – DISCS**

The measuring disc shall be of the nutating type, made of a suitable engineering thermoplastic polymer with specific gravity approximately equal to that of water, molded without secondary machining. The disc shall have sufficient dimensional stability to retain operating clearances at working temperatures to 80°F and not warp or deform when exposed to operating temperature to 100°F and shall be equipped with a thrust roller. The disc nutations shall not exceed the quantities given in Table 1.

## **SECTION 11 – STRAINERS**

All meters shall include components that provide a strainer/screen function, molded out of a thermoplastic material.

## **SECTION 12 – METER ACCURACY AND PERFORMANCE**

The meters shall meet the following requirements for accuracy:

12.1 At any flow rate within normal test flow limits specified in Table 1, the meter shall register not less than 98.5% and not more than 101.5% of the water actually passed through the meter.

12.2 At the minimum test flow rate specified in Table 1, the 5/8" and 5/8"x3/4" meters shall register not less than 98.5% and not more than 101.0% of the water actually passed through the meter.

12.3 At the minimum test flow rate specified in Table 1, the 3/4"x3/4" meter shall register not less than 97% and not more than 101.0% of the water actually passed through the meter.

12.3 At the minimum test flow rate specified in Table 1, the 1" meter shall register not less than 95% and not more than 101.0% of the water actually passed through the meter.

**TABLE 1 – METER PERFORMANCE CHARACTERISTICS**

| Meter Size<br>Inches / mm | Required<br>Safe<br>Maximum<br>Operating<br>Capacity<br>(GPM) | Maximum<br>Pressure Loss<br>At AWWA Safe<br>Maximum<br>Operating<br>Capacity (PSI) | Recommended<br>Maximum Rate<br>For Continuous<br>Operations<br>(GPM) | Minimum<br>Test Flow<br>(GPM) | Accuracy At<br>Minimum<br>Test Flow<br>(GPM) | Normal<br>Test Flow<br>Limits<br>(GPM) | Maximum Number of Disc<br>Nutations: |                  |
|---------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------|------------------|
|                           |                                                               |                                                                                    |                                                                      |                               |                                              |                                        | Per 1 Gallon                         | Per 1 Cubic Foot |
| 5/8" Plastic M25          | 25                                                            | 7.4 @ 20 GPM                                                                       | 15                                                                   | 1/4                           | 98.5%                                        | 1/2 - 25                               | 49.59                                | 370.9            |
| 5/8" Bronze M25           | 25                                                            | 6.0 @ 20 GPM                                                                       | 15                                                                   | 1/4                           | 98.5%                                        | 1/2 - 25                               | 49.59                                | 370.9            |
| 5/8"x3/4" Plastic M25     | 25                                                            | 5.0 @ 20 GPM                                                                       | 15                                                                   | 1/4                           | 98.5%                                        | 1/2 - 25                               | 49.59                                | 370.9            |
| 5/8"x3/4" Bronze M25      | 25                                                            | 4.9 @ 20 GPM                                                                       | 15                                                                   | 1/4                           | 98.5%                                        | 1/2 - 25                               | 49.59                                | 370.9            |
| 3/4"x3/4" Bronze M35      | 35                                                            | 7.3 @ 30 GPM                                                                       | 25                                                                   | 3/8                           | 97%                                          | 3/4 - 35                               | 31.6                                 | 236.8            |
| 1" Bronze M55             | 55                                                            | 7.3 @ 50 GPM                                                                       | 40                                                                   | 1/2                           | 95%                                          | 1 - 55                                 | 14.5                                 | 108.8            |
| 1" Bronze 70              | 70                                                            | 6.5 @ 50 GPM                                                                       | 50                                                                   | 3/4                           | 95%                                          | 1-1/4 - 70                             | 11.7                                 | 87.5             |

**TABLE 2 – DIMENSIONAL DESIGN LIMITS FOR METERS**

| Meter Size<br>Inches | Meter Length<br>Threaded<br>Spud Ends<br>Inches | Meter Spuds<br>Nominal<br>Thread Size<br>Inches | Meter Housing Spuds<br>Pitch Diameter |                   |
|----------------------|-------------------------------------------------|-------------------------------------------------|---------------------------------------|-------------------|
|                      |                                                 |                                                 | Minimum<br>Inches                     | Maximum<br>Inches |
| 5/8"                 | 7-1/2"                                          | 3/4"                                            | 0.978                                 | 0.988             |
| 5/8"x3/4"            | 7-1/2"                                          | 1"                                              | 1.227                                 | 1.237             |
| 3/4"x3/4"            | 9"                                              | 1"                                              | 1.227                                 | 1.237             |
| 1"                   | 10-3/4"                                         | 1-1/4"                                          | 1.563                                 | 1.573             |

**TABLE 3 – MAXIMUM INDICATION ON INITIAL DIAL AND MINIMUM REGISTER CAPACITY**

| Meter Size Inches | Maximum Allowable Indication of Initial<br>Dial |         |                | Minimum Allowable<br>Capacity of Register, Millions |         |                |
|-------------------|-------------------------------------------------|---------|----------------|-----------------------------------------------------|---------|----------------|
|                   | Cu. Ft.                                         | Gallons | M <sup>3</sup> | Cu. Ft.                                             | Gallons | M <sup>3</sup> |
| 5/8"              | 1                                               | 10      | 0.1            | 1                                                   | 10      | 0.1            |
| 5/8"x3/4"         | 1                                               | 10      | 0.1            | 1                                                   | 10      | 0.1            |
| 3/4"x3/4"         | 1                                               | 10      | 0.1            | 1                                                   | 10      | 0.1            |
| 1"                | 1                                               | 10      | 0.1            | 1                                                   | 10      | 0.1            |



# HIGH RESOLUTION ABSOLUTE ENCODER

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## Specifications

### Section 1 – SCOPE

The high-resolution absolute encoder shall consist of an 8-dial mechanical local register combined with frictionless light emitting diode (LED) technology to sense the position of the eight numbers wheels for electronic reading purposes. The high-resolution encoder shall utilize the industry standard ASCII protocol for connectivity to an approved endpoint.

### Section 2 – ELECTRONICS

The encoder's electronic reading shall be obtained through a frictionless form of encoding technology that utilizes optical sensing to determine the position of each number wheel. Absolutely no slide wires, contacts or load fire spring mechanisms will be allowed.

The encoder output shall provide an eight digit reading for AMR/AMI endpoints (number of digits sent to the reading software is dependent on the endpoint it is connected to). The encoder output for touch applications shall have the factory-programmed option of 4, 5, 6, 7 or 8 digits.

Signal output shall be the industry standard ASCII format and signal type shall be three-wire synchronous for AMR/AMI endpoints or two-wire asynchronous for touch endpoints.

Encoder shall provide meter size and unit of measure and factory programmed serial number as part of the encoder message.

### Section 3 – DISPLAY

The direct read display shall consist of 8 moveable number wheels and depending on the meter model and size, the encoder face may also contain one or two painted-on zeros.

The encoder shall consist of white and black number wheels for readability. The white number wheels correspond to the typical utility standard meter reading. Number wheel colors will be determined by the units of measure, meter model, and size.

Visual reading shall be obtained reading the number wheels from left to right. Based on meter model and size, the dial face shall include coma separators for billions, millions and thousands separators and decimal points for readings below 1 unit of measure, if applicable.

The meter model, size, and unit of measure in gallons, cubic feet or meters cubed shall be designated on the encoder dial face.

The encoder shall have a flow indicator with a calibrated test circle that can be used for on-the-fly testing. The flow indicator shall be available in different colors to help identify the unit of measure: red for U.S. gallons, blue for cubic feet, and black for cubic meters.

Date of manufacture shall be indicated on the dial face.

#### **Section 4 – ENCLOSURE**

The high-resolution encoder shall not be in contact with the water being measured. The encoder shall be designed to assemble to the meter with a four-position bayonet and seal screw fastening. The bayonet mount positions the encoder in any of four orientations on a water meter for visual reading convenience. The high-resolution encoder shall be designed to permit removal and exchange without removal of the meter from the service installation or interruption of service water supply.

The encoder shall be tamper protected through the use of a tamper-resistant Torx® seal screw or optional proprietary tamper-proof screw that requires a special drive bit to remove the screw. Plastic push pin or plastic tamper devices that need to be destroyed in order to remove the encoder will not be accepted.

The encoder shall be encased in a housing, which shall consist of a glass lens and a non-corrosive metal bottom, which are permanently sealed with adhesive material.

The enclosure must be weatherproof, UV-resistant and permanently sealed to withstand harsh environments and provide moisture resistance in flooded or submerged pit applications. The permanent seal between the glass lens and non-corrosive metal bottom of the encoder enclosure shall utilize an adhesive seal without the use of gaskets and shall meet or exceed all applicable requirements of AWWA Standard C706 and C707. Absolutely no gasketed seals will be allowed. The encoder shall remain fog-free of moisture.

The name or logo of the manufacturer shall be permanently molded and the serial number shall be imprinted on the lid of the encoder box. The lid and shroud components shall overlap to protect the lens and optional identification of the serial number inside the lid. Register box enclosures and lids shall be made of engineering thermoplastic or other suitable synthetic polymer.

#### **Section 5 – CONNECTIVITY**

The high-resolution encoder is provided as either a factory-wired assembly to a remote or pit AMR/AMI endpoint or as an encoder with pre-sized wire harness available for connection in the field. As an option, a connector shall be available to

allow connectivity to AMR/AMI devices, without the need for a field splice kit. For indoor installations and protected environments, a terminal screw version shall also be available. This option shall feature a tamper resistant cover over three wire terminals.

## **WATER METER BOX & LID SPECIFICATIONS:**

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### **Meter Box Body:**

- Water meter box bodies shall be: NDS #D1200-B/O 14" X 19" X 12" (or approved equal). Meter box bodies shall meet ASTM D638, D792, D256 and D648 requirements.

### **Meter Box Lid:**

- Water meter box lids shall be: NDS #D1200-DITRL 14" X 19" (or approved equal) Drop-in solid plastic lid with a 2" AMR/TR Hole Lids shall meet ASTM D638, D792, D256 and D648 requirements.



Engineering Progress

February 29, 2024

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

Attn: Ann Jones, Chief Administrative Officer

**Re: City Wide Water Meter Replacement  
City of Hattiesburg**

Dear Ms. Jones:

Enclosed please find a copy of the Contract Documents and Specifications for the above referenced project for your review to be placed on the agenda for Council approval to advertise.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', is written over the word 'Sincerely,'.

Shea E. McNease, P.E.  
Project Engineer

/sm

Enclosure



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Betsy Mercier, Director of Parks and Recreation  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.  
File Number: 2024-121  
Minute Book #

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## Summary

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

## Recommendation Statement

I am recommending approve of the sale of grave spaces.

Please place this on the March 5, 2024 City Council meeting for consideration.

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 20 21

SOLD TO:

Mr. Mrs. Miss Norris Clark

ADDRESS 608 Cypress Ave 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. 62 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21 20 21

SOLD TO:

Mr. Mrs. Miss Natarsha L. Clark Misti Clark

ADDRESS 608 Cypress Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NE  $\frac{1}{2}$  Lot No. 62 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 2024

SOLD TO:

Mr. Mrs. Miss Joyce Martin

ADDRESS 109 Montague St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 109 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 2024

SOLD TO:

Mr. Mrs. Miss Keith Clark

ADDRESS 608 Cypress Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 62 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 2024

SOLD TO:

Mr. Mrs. Miss Lottie P. Clark

ADDRESS 608 Cypress Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 62 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera  
Supt. of City Cemeteries



**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-20- 2021

SOLD TO:

Mr. Mrs. Miss

Kevin Hoang

ADDRESS

60 Twin Lake Crossing Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 68 Section No. 23 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$ 175.00

Price Received \$ 350.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-20- 2021

SOLD TO:

Mr. Mrs. Miss

Eric Brevard

ADDRESS

1511 McInnis Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 97 Section No. 34 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Avera

Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/11/21 2024

SOLD TO:

Mr. Mrs. Miss

Wheeler Burkett

ADDRESS

107 Saucier Drive, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 SW 1/4 Lot No. 25 Section No. 39 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$ 175.00

Price Received \$ 350.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By

Debrah Bourne

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 20 21

SOLD TO:

Mr. Mrs. Miss Aaron Martin

ADDRESS 109 Montague St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  NL  $\frac{1}{4}$  Lot No. 109 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-12- 20 21

SOLD TO:

Mr. Mrs. Miss Lula Ann Simmons

ADDRESS 1716 Creekmore Lane Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  SE  $\frac{1}{4}$  Lot No. 25 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-20- 20 21

SOLD TO:

Mr. Mrs. Miss Rogertha Jordan Jenkins

ADDRESS 104 Lynnox Circle Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S  $\frac{1}{2}$  SW  $\frac{1}{4}$  Lot No. 75 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 20 24

SOLD TO:

Mr. Mrs. Miss

Philip Rogers JR

ADDRESS

13 Crane Park Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 25 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 2316

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Averon  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/15/ 20 24

SOLD TO:

Mr. Mrs. Miss

Lorin P. Smith

ADDRESS

1201 Dabbs St. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 91 Section No. 38 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$

175.00  
CASH

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne  
Supt. of City Cemeteries

**CITY OF HATTIESBURG  
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02-21- 20 24

SOLD TO:

Mr. Mrs. Miss

Vickie Grubbs

ADDRESS

199 W Cane Brake Blvd Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 25 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 2316

CITY OF HATTIESBURG, MISSISSIPPI

By

Tyler Averon

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

CORRECTED DEED

**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, Wheeler Burkett, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 25      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 5<sup>th</sup> day March, 2024

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 5<sup>th</sup> day of March, 2024

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 Eric Brevard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 97

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 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

My Commission Expires:

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

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

CORRECTED DEED

**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, Kevin Hoang, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 68      Section Number 23

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 5<sup>th</sup> day March, 2024

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 5<sup>th</sup> day of March, 2024

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 Lula Ann Simmons, 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 25

Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

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 Rogertha Jordan Jenkins, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 75

Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

My Commission Expires:

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



STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**DEED TO CEMETERY LOT  
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Philip Rogers, Jr., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 25

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 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

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 Aaron Martin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 109

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 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

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 Lorrin P. 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 91

Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

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 Vickie Grubbs, 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 25

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 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

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 Joyce Martin, 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 109

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 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

My Commission Expires:

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

STATE OF MISSISSIPPI  
COUNTY OF FORREST/LAMAR  
CITY OF HATTIESBURG  
HATTIESBURG, MS

**CORRECTED DEED**

**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, Natarsha L. & Misti Clark, 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 62      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 5<sup>th</sup> day March, 2024

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 5<sup>th</sup> day of March, 2024

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 Norris Clark, 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 62

Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5<sup>th</sup> day of March, 2024.

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 5<sup>th</sup> day of March, 2024.

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 Keith Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 62

Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5<sup>th</sup> day of March, 2024.

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 Kernas 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 5<sup>th</sup> day of March, 2024.

My Commission Expires:

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

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Kevin Hoang

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 68, Section 23, Highland Cemetery

Eric Brevard

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 97, Section 34, Highland Cemetery

Wheeler Burkett

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 25, Section 39, Highland Cemetery

Joyce Martin

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 109, Section 39, Highland Cemetery

Vickie Grubbs

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 25, Section 39, Highland Cemetery

Lorrin P. Smith

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 91, Section 38, Highland Cemetery

Aaron Martin

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 109, Section 39, Highland Cemetery

Philip Rogers, Jr.

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 25, Section 39, Highland Cemetery

Rogertha Jordan Jenkins

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 75, Section 38, Highland Cemetery

Lula Ann Simmons

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 25, Section 38, Highland Cemetery



# Memorandum

**To:** Mayor Toby Barker and Members of City Council  
**From:** Kermas Eaton, City Clerk  
**cc:**  
**Date:** Tuesday, March 5, 2024  
**Re:** Approve claims docket for the period ending February 29, 2024.  
File Number: 2024-122  
Minute Book #

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## Summary

Approval of claims docket.

## Recommendation Statement

i recommend approval of this item.

Please place this on the March 5, 2024 City Council meeting for consideration.

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5                   |  |  |  |         |      |                             |               |   |           |        |                            |
|-------------------------------------------------|--|--|--|---------|------|-----------------------------|---------------|---|-----------|--------|----------------------------|
| ACCOUNT/VENDOR                                  |  |  |  | INVOICE |      | PO                          | YEAR/PR TYP S |   | WARRANT   | CHECK  | DESCRIPTION                |
| 001000                                          |  |  |  |         |      | BALANCE SHEET               |               |   |           |        |                            |
| 001000 060100                                   |  |  |  |         |      | GAS/LUBRICANT-CITY BARN     |               |   |           |        |                            |
| 050513 GPM EMPIRE-BULK FUEL IN-0236040          |  |  |  | 2401884 | 2024 | 5                           | INV           | P | 15,552.57 | 022924 | 301370 GAS & DIESEL/FUEL S |
| 050513 GPM EMPIRE-BULK FUEL IN-0243497          |  |  |  | 2401972 | 2024 | 5                           | INV           | P | 26,133.31 | 022924 | 301370 GAS FOR FUEL STATIO |
|                                                 |  |  |  |         |      |                             |               |   | 41,685.88 |        |                            |
| ACCOUNT TOTAL                                   |  |  |  |         |      |                             |               |   | 41,685.88 |        |                            |
| 001000 105205                                   |  |  |  |         |      | RESTITUTION HOLDING ACCOUNT |               |   |           |        |                            |
| 050575 COURTNEY, MARVIN 2/14/24                 |  |  |  | 0       | 2024 | 5                           | INV           | P | 150.65    | 022924 | 301342 RESTITUTION         |
| ACCOUNT TOTAL                                   |  |  |  |         |      |                             |               |   | 150.65    |        |                            |
| 001000 115000                                   |  |  |  |         |      | COLLECTION FEES             |               |   |           |        |                            |
| 004271 SOUTHERN FINANCIAL S CMCHAT 12/19-2/4/24 |  |  |  | 0       | 2024 | 5                           | INV           | P | 5.00      | 022924 | 301468 POLICE FINES COLLEC |
| 004271 SOUTHERN FINANCIAL S CMCHAT2 1/4-2/4/24  |  |  |  | 0       | 2024 | 5                           | INV           | P | 5.00      | 022924 | 301468 POLICE FINES COLLEC |
| 004271 SOUTHERN FINANCIAL S CMCHAT3 1/4-2/4/24  |  |  |  | 0       | 2024 | 5                           | INV           | P | 1,323.26  | 022924 | 301468 POLICE FINES COLLEC |
|                                                 |  |  |  |         |      |                             |               |   | 1,333.26  |        |                            |
| ACCOUNT TOTAL                                   |  |  |  |         |      |                             |               |   | 1,333.26  |        |                            |
| ORG 001000 TOTAL                                |  |  |  |         |      |                             |               |   | 43,169.79 |        |                            |
| 001003                                          |  |  |  |         |      | CITY COUNCIL                |               |   |           |        |                            |
| 001003 641000                                   |  |  |  |         |      | OFFICE EQUIPMENT RENT       |               |   |           |        |                            |
| 004057 RJ YOUNG COMPANY INV6648686              |  |  |  | 0       | 2024 | 5                           | INV           | P | 67.89     | 022924 | 301453 COUNCIL - RJ YOUNG  |
| 004057 RJ YOUNG COMPANY INV6794157              |  |  |  | 0       | 2024 | 5                           | INV           | P | 55.61     | 022924 | 301453 COUNCIL COPIER MB20 |
|                                                 |  |  |  |         |      |                             |               |   | 123.50    |        |                            |
| ACCOUNT TOTAL                                   |  |  |  |         |      |                             |               |   | 123.50    |        |                            |
| ORG 001003 TOTAL                                |  |  |  |         |      |                             |               |   | 123.50    |        |                            |
| 001015                                          |  |  |  |         |      | CITY COURT                  |               |   |           |        |                            |
| 001015 501000                                   |  |  |  |         |      | OTHER EXPENDABLE OFF.SPL    |               |   |           |        |                            |
| 003810 OFFICE PRODUCTS PLUS 1048541-0           |  |  |  | 2401961 | 2024 | 5                           | INV           | P | 76.57     | 022924 | 301431 ADDITIONAL COURT OF |
| ACCOUNT TOTAL                                   |  |  |  |         |      |                             |               |   | 76.57     |        |                            |
| 001015 510000                                   |  |  |  |         |      | CLEANING/JANITORIAL SPLY    |               |   |           |        |                            |
| 003810 OFFICE PRODUCTS PLUS 1047232-0           |  |  |  | 2401814 | 2024 | 5                           | INV           | P | 322.39    | 022924 | 301431 FEBRUARY 2024 COURT |
| 003810 OFFICE PRODUCTS PLUS 1049056-0           |  |  |  | 2402018 | 2024 | 5                           | INV           | P | 141.04    | 022924 | 301431 2ND ADDITIONAL CLEA |
|                                                 |  |  |  |         |      |                             |               |   | 463.43    |        |                            |
| ACCOUNT TOTAL                                   |  |  |  |         |      |                             |               |   | 463.43    |        |                            |
| 001015 604900                                   |  |  |  |         |      | OTHER PROFESSIONAL SERV.    |               |   |           |        |                            |
| 049257 JC DIAZ 111                              |  |  |  | 0       | 2024 | 5                           | INV           | P | 50.00     | 022924 | 301384 SPANISH TRANSLATOR  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                    |              |    |                                |     |       |          |        |             |             |               |  |
|-------------------------------|--------------------|--------------|----|--------------------------------|-----|-------|----------|--------|-------------|-------------|---------------|--|
| ACCOUNT/VENDOR                |                    | INVOICE      | PO | YEAR/PR                        | TYP | S     | WARRANT  | CHECK  | DESCRIPTION |             |               |  |
| ACCOUNT TOTAL                 |                    |              |    |                                |     |       | 50.00    |        |             |             |               |  |
| 001015                        | 604901             |              |    | OTHER PROF-TECHNOLOGY          |     |       |          |        |             |             |               |  |
| 004050                        | RICOH CORP         | 37669301     | 0  | 2024                           | 5   | INV P | 14.38    | 022924 | 301452      | COURT       | LATE FEE FOR  |  |
| 004050                        | RICOH CORP         | 37770228     | 0  | 2024                           | 5   | INV P | 14.38    | 022924 | 301452      | COURT       | LATE FEE FOR  |  |
| 004050                        | RICOH CORP         | 5068370979   | 0  | 2024                           | 5   | INV P | 228.34   | 022924 | 301452      | COURT       | OVERAGES FOR  |  |
| 004050                        | RICOH CORP         | 5068530883   | 0  | 2024                           | 5   | INV P | 277.95   | 022924 | 301452      | COURT       | OVERAGES FOR  |  |
|                               |                    |              |    |                                |     |       | 535.05   |        |             |             |               |  |
| 004057                        | RJ YOUNG COMPANY   | INV6791269   | 0  | 2024                           | 5   | INV P | 168.00   | 022924 | 301453      | COURT       | COPIER RENTAL |  |
| ACCOUNT TOTAL                 |                    |              |    |                                |     |       | 703.05   |        |             |             |               |  |
| 001015                        | 611000             |              |    | TRAVEL EXPENSE                 |     |       |          |        |             |             |               |  |
| 047318                        | ADAMSON STEVEN     | 100910T      | 0  | 2024                           | 5   | INV P | 275.07   | 022924 | 301305      | SEXUAL      | ASSAULT CONF  |  |
| 047318                        | ADAMSON STEVEN     | 100950T      | 0  | 2024                           | 5   | INV P | 290.88   | 022924 | 301306      | CRIMES      | AGAINST WOME  |  |
|                               |                    |              |    |                                |     |       | 565.95   |        |             |             |               |  |
| 048920                        | LOPER SHALEXIS     | 100920T      | 0  | 2024                           | 5   | INV P | 275.88   | 022924 | 301398      | SEXUAL      | ASSAULT CONF  |  |
| 048920                        | LOPER SHALEXIS     | 100940T      | 0  | 2024                           | 5   | INV P | 770.57   | 022924 | 301398      | CRIMES      | AGAINST WOME  |  |
|                               |                    |              |    |                                |     |       | 1,046.45 |        |             |             |               |  |
| ACCOUNT TOTAL                 |                    |              |    |                                |     |       | 1,612.40 |        |             |             |               |  |
| 001015                        | 6112MC             |              |    | TRVL EXP - VICTIM'S ADV MUN CT |     |       |          |        |             |             |               |  |
| 047318                        | ADAMSON STEVEN     | 100910T      | 0  | 2024                           | 5   | INV P | 1,225.75 | 022924 | 301305      | SEXUAL      | ASSAULT CONF  |  |
| 047318                        | ADAMSON STEVEN     | 100950T      | 0  | 2024                           | 5   | INV P | 1,330.00 | 022924 | 301306      | CRIMES      | AGAINST WOME  |  |
|                               |                    |              |    |                                |     |       | 2,555.75 |        |             |             |               |  |
| 048920                        | LOPER SHALEXIS     | 100920T      | 0  | 2024                           | 5   | INV P | 1,224.94 | 022924 | 301398      | SEXUAL      | ASSAULT CONF  |  |
| 048920                        | LOPER SHALEXIS     | 100940T      | 0  | 2024                           | 5   | INV P | 850.31   | 022924 | 301398      | CRIMES      | AGAINST WOME  |  |
|                               |                    |              |    |                                |     |       | 2,075.25 |        |             |             |               |  |
| ACCOUNT TOTAL                 |                    |              |    |                                |     |       | 4,631.00 |        |             |             |               |  |
| 001015                        | 611800             |              |    | TRVL-HHS SAMHSA GRANT          |     |       |          |        |             |             |               |  |
| 003719                        | MUHAMMAD, KHADIJAH | 100280T      | 0  | 2024                           | 5   | INV P | 1,991.89 | 022924 | 301424      | NADCP       | RISE CONF 202 |  |
| ACCOUNT TOTAL                 |                    |              |    |                                |     |       | 1,991.89 |        |             |             |               |  |
| 001015                        | 630500             |              |    | ELECTRICITY                    |     |       |          |        |             |             |               |  |
| 003700                        | MS POWER COMPANY   | E2024-20 FEB | 0  | 2024                           | 5   | INV P | 199.39   | 022924 | 301412      | MISSISSIPPI | POWER-        |  |
| ACCOUNT TOTAL                 |                    |              |    |                                |     |       | 199.39   |        |             |             |               |  |
| ORG 001015 TOTAL              |                    |              |    |                                |     |       | 9,727.73 |        |             |             |               |  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                              | INVOICE      |  | PO      | YEAR/PR TYP S            |         | WARRANT  | CHECK  | DESCRIPTION                |
|-------------------------------|------------------------------|--------------|--|---------|--------------------------|---------|----------|--------|----------------------------|
| 001020                        |                              |              |  |         | MAYOR/ADMIN.             |         |          |        |                            |
| 001020                        | 604900                       |              |  |         | OTHER PROFESSIONAL SERV. |         |          |        |                            |
| 004040                        | RICHARD & THOMAS, PL SERV    |              |  | 0       | 2024                     | 5 INV P | 475.00   | 022924 | 301451 TITLE EXAMINATION/P |
|                               |                              |              |  |         | ACCOUNT TOTAL            |         | 475.00   |        |                            |
| 001020                        | 641000                       |              |  |         | OFFICE EQUIPMENT RENT    |         |          |        |                            |
| 003825                        | OWENS BUSINESS MACHI 485679  |              |  | 0       | 2024                     | 5 INV P | 34.53    | 022924 | 301433 CAN/IRC553I/ADMIN C |
|                               |                              |              |  |         | ACCOUNT TOTAL            |         | 34.53    |        |                            |
|                               |                              |              |  |         | ORG 001020 TOTAL         |         | 509.53   |        |                            |
| 001040                        |                              |              |  |         | MUNICIPAL CLERK          |         |          |        |                            |
| 001040                        | 615000                       |              |  |         | ADVERTISING              |         |          |        |                            |
| 003141                        | HUB CITY SPOKES              | 103148       |  | 0       | 2024                     | 5 INV P | 147.74   | 022924 | 301380 LEGAL NOTICES 1.25. |
| 003141                        | HUB CITY SPOKES              | 103243       |  | 0       | 2024                     | 5 INV P | 37.68    | 022924 | 301380 LEGAL NOTICES 2.8.2 |
|                               |                              |              |  |         |                          |         | 185.42   |        |                            |
|                               |                              |              |  |         | ACCOUNT TOTAL            |         | 185.42   |        |                            |
| 001040                        | 684500                       |              |  |         | REGISTRATION FEE/TUITION |         |          |        |                            |
| 049462                        | EXTENSION CENTER FOR 10112   |              |  | 0       | 2024                     | 5 INV P | 175.00   | 022924 | 301356 SPRING MUN CLERK CO |
|                               |                              |              |  |         | ACCOUNT TOTAL            |         | 175.00   |        |                            |
|                               |                              |              |  |         | ORG 001040 TOTAL         |         | 360.42   |        |                            |
| 001042                        |                              |              |  |         | ACCOUNTING DIV.          |         |          |        |                            |
| 001042                        | 501000                       |              |  |         | OTHER EXPENDABLE OFF.SPL |         |          |        |                            |
| 003772                        | NEWELL PAPER COMPANY 4164299 |              |  | 2401726 | 2024                     | 5 INV P | 347.77   | 022924 | 301428 BATHROOM SUPPLIES   |
|                               |                              |              |  |         | ACCOUNT TOTAL            |         | 347.77   |        |                            |
| 001042                        | 502000                       |              |  |         | MINOR OFFICE EQUIP/FURN. |         |          |        |                            |
| 004495                        | ULINE                        | 174294936    |  | 2401880 | 2024                     | 5 INV P | 2,943.62 | 022924 | 301487 WORKSTATION DESKS F |
|                               |                              |              |  |         | ACCOUNT TOTAL            |         | 2,943.62 |        |                            |
|                               |                              |              |  |         | ORG 001042 TOTAL         |         | 3,291.39 |        |                            |
| 001090                        |                              |              |  |         | URBAN DEVELOPMT          |         |          |        |                            |
| 001090                        | 611000                       |              |  |         | TRAVEL EXPENSE           |         |          |        |                            |
| 050274                        | LONG CORY                    | 100890T/LONG |  | 0       | 2024                     | 5 INV P | 1,613.14 | 022924 | 301397 TRAVEL ADV - NPC -  |
|                               |                              |              |  |         | ACCOUNT TOTAL            |         | 1,613.14 |        |                            |
| 001090                        | 684500                       |              |  |         | REGISTRATION FEE/TUITION |         |          |        |                            |
| 002108                        | AMERICAN PLANNING AS 02438   |              |  | 0       | 2024                     | 5 INV P | 785.00   | 022924 | 301311 NPC - CONF REGISTRA |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |  |  |                          |         |               |     |          |          |           |                            |
|-------------------------------|--|--|--------------------------|---------|---------------|-----|----------|----------|-----------|----------------------------|
| ACCOUNT/VENDOR                |  |  | INVOICE                  | PO      | YEAR/PR       | TYP | S        | WARRANT  | CHECK     | DESCRIPTION                |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 785.00   |          |           |                            |
|                               |  |  |                          |         | ORG 001090    |     | TOTAL    |          | 2,398.14  |                            |
| 001091                        |  |  | INFO TECHNOLOGY          |         |               |     |          |          |           |                            |
| 001091 603500                 |  |  | DATA PROCESSING          |         |               |     |          |          |           |                            |
| 003583 METRIX SOLUTIONS       |  |  | M103970                  | 0       | 2024          | 5   | INV P    | 1,503.84 | 022924    | 301403 CYLANCE QUARTERLY R |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 1,503.84 |          |           |                            |
| 001091 604900                 |  |  | OTHER PROFESSIONAL SERV. |         |               |     |          |          |           |                            |
| 002158 AT&T                   |  |  | 0591 2.8.24              | 0       | 2024          | 5   | INV P    | 47.00    | 022924    | 301316 INTERACT SUPPORT -  |
| 002158 AT&T                   |  |  | 0598 2.8.24              | 0       | 2024          | 5   | INV P    | 6,790.00 | 022924    | 301316 INTERACT SUPPORT -  |
|                               |  |  |                          |         |               |     | 6,837.00 |          |           |                            |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 6,837.00 |          |           |                            |
| 001091 636500                 |  |  | OFFICE EQUIPMENT R&M     |         |               |     |          |          |           |                            |
| 003583 METRIX SOLUTIONS       |  |  | M103531                  | 0       | 2024          | 5   | INV P    | 2,037.40 | 022924    | 301403 OFFICE 365 LICENSES |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 2,037.40 |          |           |                            |
|                               |  |  |                          |         | ORG 001091    |     | TOTAL    |          | 10,378.24 |                            |
| 001092                        |  |  | GEN.GOV'T.BLDG           |         |               |     |          |          |           |                            |
| 001092 546000                 |  |  | MINOR EQUIPMENT          |         |               |     |          |          |           |                            |
| 002714 ECONOMY SUPPLY CO      |  |  | 116868                   | 2401943 | 2024          | 5   | INV P    | 47.95    | 022924    | 301351 COMMERCIAL DOORKNOB |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 47.95    |          |           |                            |
| 001092 630500                 |  |  | ELECTRICITY              |         |               |     |          |          |           |                            |
| 003700 MS POWER COMPANY       |  |  | E2024-20 FEB             | 0       | 2024          | 5   | INV P    | 3,585.83 | 022924    | 301412 MISSISSIPPI POWER-  |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 3,585.83 |          |           |                            |
| 001092 635000                 |  |  | BUILDING R&M             |         |               |     |          |          |           |                            |
| 004234 SMITH, JIM SERVICES    |  |  | i92980                   | 0       | 2024          | 5   | INV P    | 512.53   | 022924    | 301465 CLR DEBRIS FRM CITY |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 512.53   |          |           |                            |
| 001092 638000                 |  |  | FIXED EQUIPMENT R&M      |         |               |     |          |          |           |                            |
| 004234 SMITH, JIM SERVICES    |  |  | i93508                   | 0       | 2024          | 5   | INV P    | 3,483.82 | 022924    | 301465 SER.CALL TO REPAIR  |
|                               |  |  |                          |         | ACCOUNT TOTAL |     | 3,483.82 |          |           |                            |
|                               |  |  |                          |         | ORG 001092    |     | TOTAL    |          | 7,630.13  |                            |
| 001093                        |  |  | INTERMODAL FAC O&M       |         |               |     |          |          |           |                            |
| 001093 546000                 |  |  | MINOR EQUIPMENT          |         |               |     |          |          |           |                            |
| 002714 ECONOMY SUPPLY CO      |  |  | 117154                   | 2401984 | 2024          | 5   | INV P    | 20.95    | 022924    | 301351 MATERIAL TO REPAIR  |



## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |                      |     |         |                 |                          |     |   |            |        |                            |
|-------------------------------|----------------------|----------------------|-----|---------|-----------------|--------------------------|-----|---|------------|--------|----------------------------|
| ACCOUNT/VENDOR                |                      |                      |     | INVOICE | PO              | YEAR/PR TYP S            |     |   | WARRANT    | CHECK  | DESCRIPTION                |
|                               |                      |                      |     |         |                 | ACCOUNT TOTAL            |     |   | 20.95      |        |                            |
| 001093                        | 630500               |                      |     |         |                 | ELECTRICITY              |     |   |            |        |                            |
| 003700                        | MS POWER COMPANY     | E2024-20             | FEB | 0       | 2024            | 5                        | INV | P | 3,529.44   | 022924 | 301412 MISSISSIPPI POWER-  |
|                               |                      |                      |     |         |                 | ACCOUNT TOTAL            |     |   | 3,529.44   |        |                            |
| 001093                        | 635000               |                      |     |         |                 | BUILDING R&M             |     |   |            |        |                            |
| 002905                        | GILLILANDS ELECTRONI | 13956                |     | 0       | 2024            | 5                        | INV | P | 1,160.00   | 022924 | 301368 ANNUAL COMM BURGLAR |
|                               |                      |                      |     |         |                 | ACCOUNT TOTAL            |     |   | 1,160.00   |        |                            |
|                               |                      |                      |     |         |                 | ORG 001093 TOTAL         |     |   | 4,710.39   |        |                            |
| 001095                        |                      |                      |     |         | G/G INS.OTH SER |                          |     |   |            |        |                            |
| 001095                        | 602500               |                      |     |         |                 | LEGAL                    |     |   |            |        |                            |
| 002906                        | GLADDEN LAW OFFICE P | 0321                 |     | 0       | 2024            | 5                        | INV | P | 2,531.25   | 022924 | 301369 MNTHLY PLANNING/ZON |
| 003944                        | POPE & POPE, PA      | 2415                 |     | 0       | 2024            | 5                        | INV | P | 450.00     | 022924 | 301443 ARC-1, 205 MCLEOD S |
| 003944                        | POPE & POPE, PA      | 2416                 |     | 0       | 2024            | 5                        | INV | P | 2,800.00   | 022924 | 301443 MISSISSIPPI ARTS &  |
| 003944                        | POPE & POPE, PA      | 2417                 |     | 0       | 2024            | 5                        | INV | P | 1,050.00   | 022924 | 301443 MISSISSIPPI ARTS &  |
|                               |                      |                      |     |         |                 |                          |     |   | 4,300.00   |        |                            |
|                               |                      |                      |     |         |                 | ACCOUNT TOTAL            |     |   | 6,831.25   |        |                            |
| 001095                        | 602700               |                      |     |         |                 | MEDICAL                  |     |   |            |        |                            |
| 002856                        | FORREST GENERAL HOSP | EAP331-013124        |     | 0       | 2024            | 5                        | INV | P | 1,785.00   | 022924 | 301364 EMPLOYEE ASST PROGR |
|                               |                      |                      |     |         |                 | ACCOUNT TOTAL            |     |   | 1,785.00   |        |                            |
| 001095                        | 604900               |                      |     |         |                 | OTHER PROFESSIONAL SERV. |     |   |            |        |                            |
| 002523                        | COMCAST CABLEVISION  | 8396 41 073 0898505  |     | 0       | 2024            | 5                        | INV | P | 306.28     | 022924 | 301337 COMCAST- FEB 15- MA |
| 003256                        | JOHNSON CONTROLS, IN | 00074030897          |     | 2401274 | 2024            | 5                        | INV | P | 8,904.25   | 022924 | 301388 M & V SERVICES AND  |
| 003256                        | JOHNSON CONTROLS, IN | 00074030903          |     | 2401274 | 2024            | 5                        | INV | P | 8,904.25   | 022924 | 301388 M & V SERVICES AND  |
| 003256                        | JOHNSON CONTROLS, IN | 1-124426086496       |     | 0       | 2024            | 5                        | INV | P | 3,552.50   | 022924 | 301388 JCI PLANNED SERV AG |
|                               |                      |                      |     |         |                 |                          |     |   | 21,361.00  |        |                            |
|                               |                      |                      |     |         |                 | ACCOUNT TOTAL            |     |   | 21,667.28  |        |                            |
| 001095                        | 606000               |                      |     |         |                 | TELEPHONE AND TELEGRAPH  |     |   |            |        |                            |
| 002158                        | AT&T                 | UTF#L2024-02.13.2024 |     | 0       | 2024            | 5                        | INV | P | 52.37      | 022924 | 301316 801 W 4TH BLUE LIGH |
| 002158                        | AT&T                 | UTF#L2024.1-02.13.20 |     | 0       | 2024            | 5                        | INV | P | 52.37      | 022924 | 301316 601-582-28590775059 |
|                               |                      |                      |     |         |                 |                          |     |   | 104.74     |        |                            |
|                               |                      |                      |     |         |                 | ACCOUNT TOTAL            |     |   | 104.74     |        |                            |
| 001095                        | 625500               |                      |     |         |                 | PUBLIC LIAB/PROPERTY DAM |     |   |            |        |                            |
| 003695                        | MS MUNICIPAL LIABILI | 0108GL2024-0         |     | 0       | 2024            | 5                        | INV | P | 457,781.80 | 022924 | 301408 LIABILITY INS 1/1/2 |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |            |                |       |               |                          |         |     |     |            |          |                                   |
|-------------------------------|------------|----------------|-------|---------------|--------------------------|---------|-----|-----|------------|----------|-----------------------------------|
| ACCOUNT/VENDOR                |            |                |       | INVOICE       | PO                       | YEAR/PR | TYP | S   | WARRANT    | CHECK    | DESCRIPTION                       |
|                               |            |                |       |               | ACCOUNT TOTAL            |         |     |     | 457,781.80 |          |                                   |
|                               |            |                |       |               | ORG 001095 TOTAL         |         |     |     | 488,170.07 |          |                                   |
| 001100 POLICE/PUB.SFTY        |            |                |       |               |                          |         |     |     |            |          |                                   |
| 001100 500300 PAPER           |            |                |       |               |                          |         |     |     |            |          |                                   |
| 003810                        | OFFICE     | PRODUCTS       | PLUS  | 1047628-0     | 2401860                  | 2024    | 5   | INV | P          | 598.68   | 022924 301431 ADDITIONAL OFFICE S |
|                               |            |                |       |               | ACCOUNT TOTAL            |         |     |     | 598.68     |          |                                   |
| 001100 501000                 |            |                |       |               | OTHER EXPENDABLE OFF.SPL |         |     |     |            |          |                                   |
| 002527                        | COMMERCIAL | STATIONER      |       | 476142-0      | 2401542                  | 2024    | 5   | INV | P          | 22.50    | 022924 301338 CHIEF SIMS SIGNATUR |
| 003810                        | OFFICE     | PRODUCTS       | PLUS  | 1047628-0     | 2401860                  | 2024    | 5   | INV | P          | 267.82   | 022924 301431 ADDITIONAL OFFICE S |
| 003810                        | OFFICE     | PRODUCTS       | PLUS  | 1047628-1     | 2401860                  | 2024    | 5   | INV | P          | 113.39   | 022924 301431 ADDITIONAL OFFICE S |
| 003810                        | OFFICE     | PRODUCTS       | PLUS  | 1047628-2     | 2401860                  | 2024    | 5   | INV | P          | 51.43    | 022924 301431 ADDITIONAL OFFICE S |
|                               |            |                |       |               |                          |         |     |     | 432.64     |          |                                   |
|                               |            |                |       |               | ACCOUNT TOTAL            |         |     |     | 455.14     |          |                                   |
| 001100 508000                 |            |                |       |               | COMPUTER SUPPLIES        |         |     |     |            |          |                                   |
| 050034                        | B & E      | COMMUNICATIONS |       | 55884         | 0                        | 2024    | 5   | INV | P          | 1,356.00 | 022924 301321 RESET POWER & CONFI |
|                               |            |                |       |               | ACCOUNT TOTAL            |         |     |     | 1,356.00   |          |                                   |
| 001100 510000                 |            |                |       |               | CLEANING/JANITORIAL SPLY |         |     |     |            |          |                                   |
| 004495                        | ULINE      |                |       | 172314753     | 2401228                  | 2024    | 5   | INV | P          | 1,189.00 | 022924 301487 CLEANING SUPPLIES-H |
|                               |            |                |       |               | ACCOUNT TOTAL            |         |     |     | 1,189.00   |          |                                   |
| 001100 511100                 |            |                |       |               | SUPPLIES - COVID 19      |         |     |     |            |          |                                   |
| 003810                        | OFFICE     | PRODUCTS       | PLUS  | 1047628-0     | 2401860                  | 2024    | 5   | INV | P          | 94.04    | 022924 301431 ADDITIONAL OFFICE S |
|                               |            |                |       |               | ACCOUNT TOTAL            |         |     |     | 94.04      |          |                                   |
| 001100 546000                 |            |                |       |               | MINOR EQUIPMENT          |         |     |     |            |          |                                   |
| 003543                        | MCELHANEY  | PLUMBING I     |       | 300709        | 2401996                  | 2024    | 5   | INV | P          | 67.75    | 022924 301402 PARTS FOR CHANGES R |
| 050034                        | B & E      | COMMUNICATIONS |       | 55968         | 0                        | 2024    | 5   | INV | P          | 1,632.00 | 022924 301321 REPLACE BAD BPS IN  |
|                               |            |                |       |               | ACCOUNT TOTAL            |         |     |     | 1,699.75   |          |                                   |
| 001100 570000                 |            |                |       |               | MTR VEHICLE REP. PTS/SPL |         |     |     |            |          |                                   |
| 002060                        | ADVANCE    | AUTO           | PARTS | 5604404778990 | 2401927                  | 2024    | 5   | INV | P          | 872.21   | 022924 301308 PARTS FOR SHOP AND  |
| 002060                        | ADVANCE    | AUTO           | PARTS | 5604405079008 | 2401968                  | 2024    | 5   | INV | P          | 1,391.45 | 022924 301308 PARTS FOR VARIOUS P |
|                               |            |                |       |               |                          |         |     |     | 2,263.66   |          |                                   |
| 047220                        | WURTH USA  | INC            |       | 98011230      | 2401050                  | 2024    | 5   | INV | P          | 39.95    | 022924 301500 PARTS FOR THE SHOP- |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |              |             |                    |  |               |                          |   |     |         |           |        |             |        |             |             |       |   |  |  |
|-------------------------------|--------------|-------------|--------------------|--|---------------|--------------------------|---|-----|---------|-----------|--------|-------------|--------|-------------|-------------|-------|---|--|--|
| ACCOUNT/VENDOR                |              |             | INVOICE            |  | PO            | YEAR/PR TYP S            |   |     | WARRANT |           | CHECK  | DESCRIPTION |        |             |             |       |   |  |  |
|                               |              |             |                    |  | ACCOUNT TOTAL |                          |   |     |         | 2,303.61  |        |             |        |             |             |       |   |  |  |
| 001100                        | 602700       |             |                    |  |               | MEDICAL                  |   |     |         |           |        |             |        |             |             |       |   |  |  |
| 003069                        | HEALTHWORKS  | LLC         | 04.03.23A          |  | 0             | 2024                     | 5 | INV | P       | 59.00     | 022924 |             | 301375 | POST        | ACCIDENT    | FOR   | H |  |  |
| 003069                        | HEALTHWORKS  | LLC         | 04.03.23B          |  | 0             | 2024                     | 5 | INV | P       | 15.00     | 022924 |             | 301375 | POST        | ACCIDENT    | FOR   | H |  |  |
|                               |              |             |                    |  |               |                          |   |     |         | 74.00     |        |             |        |             |             |       |   |  |  |
|                               |              |             |                    |  | ACCOUNT TOTAL |                          |   |     |         | 74.00     |        |             |        |             |             |       |   |  |  |
| 001100                        | 604900       |             |                    |  |               | OTHER PROFESSIONAL SERV. |   |     |         |           |        |             |        |             |             |       |   |  |  |
| 047187                        | FOUR SEASONS | LAWN        | 17460              |  | 0             | 2024                     | 5 | INV | P       | 6,576.50  | 022924 |             | 301365 | LAWN        | MAINTENANCE | FO    |   |  |  |
|                               |              |             |                    |  | ACCOUNT TOTAL |                          |   |     |         | 6,576.50  |        |             |        |             |             |       |   |  |  |
| 001100                        | 606000       |             |                    |  |               | TELEPHONE AND TELEGRAPH  |   |     |         |           |        |             |        |             |             |       |   |  |  |
| 002158                        | AT&T         |             | 54549101030591 2/8 |  | 0             | 2024                     | 5 | INV | P       | 201.04    | 022924 |             | 301317 | POLICE      | DISPATCH    |       |   |  |  |
| 002158                        | AT&T         |             | t2023-8 FEB        |  | 0             | 2024                     | 5 | INV | P       | 76.00     | 022924 |             | 301316 | AT&T-CLUB   | SERVICE     |       |   |  |  |
|                               |              |             |                    |  |               |                          |   |     |         | 277.04    |        |             |        |             |             |       |   |  |  |
|                               |              |             |                    |  | ACCOUNT TOTAL |                          |   |     |         | 277.04    |        |             |        |             |             |       |   |  |  |
| 001100                        | 612000       |             |                    |  |               | FREIGHT                  |   |     |         |           |        |             |        |             |             |       |   |  |  |
| 004495                        | ULINE        |             | 172314753          |  | 2401228       | 2024                     | 5 | INV | P       | 123.54    | 022924 |             | 301487 | CLEANING    | SUPPLIES-H  |       |   |  |  |
|                               |              |             |                    |  | ACCOUNT TOTAL |                          |   |     |         | 123.54    |        |             |        |             |             |       |   |  |  |
| 001100                        | 630500       |             |                    |  |               | ELECTRICITY              |   |     |         |           |        |             |        |             |             |       |   |  |  |
| 003700                        | MS POWER     | COMPANY     | E2024-20 FEB       |  | 0             | 2024                     | 5 | INV | P       | 9,670.78  | 022924 |             | 301412 | MISSISSIPPI | POWER-      |       |   |  |  |
| 003700                        | MS POWER     | COMPANY     | E2024-21 FEB       |  | 0             | 2024                     | 5 | INV | P       | 76.90     | 022924 |             | 301415 | MISSISSIPPI | POWER-8     |       |   |  |  |
|                               |              |             |                    |  |               |                          |   |     |         | 9,747.68  |        |             |        |             |             |       |   |  |  |
|                               |              |             |                    |  | ACCOUNT TOTAL |                          |   |     |         | 9,747.68  |        |             |        |             |             |       |   |  |  |
| 001100                        | 636500       |             |                    |  |               | OFFICE EQUIPMENT R&M     |   |     |         |           |        |             |        |             |             |       |   |  |  |
| 002669                        | DOCUMENT     | STORAGE SOL | 4080865MCI1        |  | 0             | 2024                     | 5 | INV | P       | 1,000.00  | 022924 |             | 301347 | SERVICE     | CONTRACT    | MI    |   |  |  |
| 004057                        | RJ YOUNG     | COMPANY     | INV6695092         |  | 0             | 2024                     | 5 | INV | P       | 526.31    | 022924 |             | 301453 | MB#2021-89  | COPIER      | L     |   |  |  |
| 004057                        | RJ YOUNG     | COMPANY     | INV6742771         |  | 0             | 2024                     | 5 | INV | P       | 588.36    | 022924 |             | 301453 | FILE#       | 2024-96     | COPIE |   |  |  |
| 004057                        | RJ YOUNG     | COMPANY     | INV6792763         |  | 0             | 2024                     | 5 | INV | P       | 574.03    | 022924 |             | 301453 | FILE#       | 2024-96     | COPIE |   |  |  |
|                               |              |             |                    |  |               |                          |   |     |         | 1,688.70  |        |             |        |             |             |       |   |  |  |
|                               |              |             |                    |  | ACCOUNT TOTAL |                          |   |     |         | 2,688.70  |        |             |        |             |             |       |   |  |  |
| 001100                        | 638400       |             |                    |  |               | MOTOR VEHICLE EQ. R&M    |   |     |         |           |        |             |        |             |             |       |   |  |  |
| 002733                        | EMERGENCY    | EQUIPMENT   | 491962             |  | 2401085       | 2024                     | 5 | INV | P       | 2,400.00  | 022924 |             | 301353 | INSTALL     | EQUIPMENT   | P     |   |  |  |
| 002733                        | EMERGENCY    | EQUIPMENT   | 491963             |  | 2400880       | 2024                     | 5 | INV | P       | 7,828.00  | 022924 |             | 301353 | EQUIPMENT   | INSTALL     | F     |   |  |  |
|                               |              |             |                    |  |               |                          |   |     |         | 10,228.00 |        |             |        |             |             |       |   |  |  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |               |                      |         |                          |      |               |     |     |           |            |        |                     |                     |  |  |  |  |
|-------------------------------|----------------------|---------------|----------------------|---------|--------------------------|------|---------------|-----|-----|-----------|------------|--------|---------------------|---------------------|--|--|--|--|
| ACCOUNT/VENDOR                |                      |               |                      | INVOICE |                          | PO   | YEAR/PR TYP S |     |     | WARRANT   |            | CHECK  | DESCRIPTION         |                     |  |  |  |  |
| 003712                        | MS STATE/TAX         | COMM/TA       | NEW TAG UNIT # 22221 | 0       |                          |      | 2024          | 5   | INV | P         | 12.00      | 022924 | 301422              | NEW TAG UNIT #22221 |  |  |  |  |
| 003712                        | MS STATE/TAX         | COMM/TA       | NEW TAG UNIT #22223  | 0       |                          |      | 2024          | 5   | INV | P         | 12.00      | 022924 | 301418              | NE TAG UNIT # 22223 |  |  |  |  |
| 003712                        | MS STATE/TAX         | COMM/TA       | NEW TAG UNIT #22224  | 0       |                          |      | 2024          | 5   | INV | P         | 12.00      | 022924 | 301419              | NEW TAG UNIT #22224 |  |  |  |  |
| 003712                        | MS STATE/TAX         | COMM/TA       | NEW TAG UNIT #22225  | 0       |                          |      | 2024          | 5   | INV | P         | 12.00      | 022924 | 301420              | NEW TAG UNIT #22225 |  |  |  |  |
| 003712                        | MS STATE/TAX         | COMM/TA       | NEW TAG UNIT #22226  | 0       |                          |      | 2024          | 5   | INV | P         | 12.00      | 022924 | 301421              | NEW TAG UNIT #22226 |  |  |  |  |
| 003712                        | MS STATE/TAX         | COMM/TA       | NEW TAG UNIT 22222   | 0       |                          |      | 2024          | 5   | INV | P         | 12.00      | 022924 | 301417              | NEW TAG UNIT 22222/ |  |  |  |  |
|                               |                      |               |                      |         |                          |      |               |     |     |           | 72.00      |        |                     |                     |  |  |  |  |
| 047725                        | HI-FI CRUISIN        |               | 125883               |         | 2401049                  | 2024 | 5             | INV | P   | 270.00    | 022924     | 301377 | INSTALL/LABOR ON UN |                     |  |  |  |  |
| 047725                        | HI-FI CRUISIN        |               | 128835               |         | 2401135                  | 2024 | 5             | INV | P   | 140.35    | 022924     | 301377 | INSTALL ON UNIT# 20 |                     |  |  |  |  |
| 047725                        | HI-FI CRUISIN        |               | 128836               |         | 2401376                  | 2024 | 5             | INV | P   | 90.00     | 022924     | 301377 | INSTALL AND LABOR C |                     |  |  |  |  |
| 047725                        | HI-FI CRUISIN        |               | 129253               |         | 0                        | 2024 | 5             | INV | P   | 180.00    | 022924     | 301377 | INSTALL ON UNIT# 22 |                     |  |  |  |  |
|                               |                      |               |                      |         |                          |      |               |     |     |           | 680.35     |        |                     |                     |  |  |  |  |
| 050094                        | PRO 1 WINDOW TINTING | INV0089       |                      | 0       |                          | 2024 | 5             | INV | P   | 50.00     | 022924     | 301445 | SINGLE WINDOW TINT  |                     |  |  |  |  |
| 050094                        | PRO 1 WINDOW TINTING | INV0114       |                      | 0       |                          | 2024 | 5             | INV | P   | 250.00    | 022924     | 301445 | BACK GLASS TINT, TI |                     |  |  |  |  |
| 050094                        | PRO 1 WINDOW TINTING | INV0121       |                      | 0       |                          | 2024 | 5             | INV | P   | 100.00    | 022924     | 301445 | BACK GLASS UNIT# 20 |                     |  |  |  |  |
|                               |                      |               |                      |         |                          |      |               |     |     |           | 400.00     |        |                     |                     |  |  |  |  |
| ACCOUNT TOTAL                 |                      |               |                      |         |                          |      |               |     |     |           | 11,380.35  |        |                     |                     |  |  |  |  |
| 001100                        | 684500               |               |                      |         | REGISTRATION FEE/TUITION |      |               |     |     |           |            |        |                     |                     |  |  |  |  |
| 047039                        | TRIAD MARTIAL ARTS   | 03204CULAL-04 |                      | 0       |                          | 2024 | 5             | INV | P   | 1,500.00  | 022924     | 301484 | VANGUARD LEVEL 1&2  |                     |  |  |  |  |
| ACCOUNT TOTAL                 |                      |               |                      |         |                          |      |               |     |     |           | 1,500.00   |        |                     |                     |  |  |  |  |
| 001100                        | 739900               |               |                      |         | OTHER EQUIPMENT          |      |               |     |     |           |            |        |                     |                     |  |  |  |  |
| 049642                        | BULLEN TRAILER SALES | 645000432     |                      | 2401565 | 2024                     | 5    | INV           | P   |     | 7,250.00  | 022924     | 301328 | NEW TRAILER/MB# PEN |                     |  |  |  |  |
| ACCOUNT TOTAL                 |                      |               |                      |         |                          |      |               |     |     |           | 7,250.00   |        |                     |                     |  |  |  |  |
| 001100                        | 740000               |               |                      |         | AUTOMOBILES              |      |               |     |     |           |            |        |                     |                     |  |  |  |  |
| 049655                        | KIRK AUTO WORLD INC  | H0316         |                      | 2402020 | 2024                     | 5    | INV           | P   |     | 38,050.00 | 022924     | 301390 | PURCHASE (7) CARS/M |                     |  |  |  |  |
| 049655                        | KIRK AUTO WORLD INC  | H0318         |                      | 2402020 | 2024                     | 5    | INV           | P   |     | 38,050.00 | 022924     | 301390 | PURCHASE (7) CARS/M |                     |  |  |  |  |
| 049655                        | KIRK AUTO WORLD INC  | H0319         |                      | 2402020 | 2024                     | 5    | INV           | P   |     | 38,050.00 | 022924     | 301390 | PURCHASE (7) CARS/M |                     |  |  |  |  |
| 049655                        | KIRK AUTO WORLD INC  | H0320         |                      | 2402020 | 2024                     | 5    | INV           | P   |     | 38,050.00 | 022924     | 301390 | PURCHASE (7) CARS/M |                     |  |  |  |  |
| 049655                        | KIRK AUTO WORLD INC  | H0322         |                      | 2402020 | 2024                     | 5    | INV           | P   |     | 38,050.00 | 022924     | 301390 | PURCHASE (7) CARS/M |                     |  |  |  |  |
|                               |                      |               |                      |         |                          |      |               |     |     |           | 190,250.00 |        |                     |                     |  |  |  |  |
| ACCOUNT TOTAL                 |                      |               |                      |         |                          |      |               |     |     |           | 190,250.00 |        |                     |                     |  |  |  |  |
| ORG 001100 TOTAL              |                      |               |                      |         |                          |      |               |     |     |           | 237,564.03 |        |                     |                     |  |  |  |  |
| 001131                        | JOINT P&F TRNG.      |               |                      |         |                          |      |               |     |     |           |            |        |                     |                     |  |  |  |  |
| 001131                        | 501000               |               |                      |         | OTHER EXPENDABLE OFF.SPL |      |               |     |     |           |            |        |                     |                     |  |  |  |  |
| 002527                        | COMMERCIAL STATIONER | 476056-0      |                      | 2401918 | 2024                     | 5    | INV           | P   |     | 135.24    | 022924     | 301338 | OFFICE SUPPLIES     |                     |  |  |  |  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |                           |         | ACCOUNT/VENDOR |   | INVOICE | PO | YEAR/PR | TYP      | S      | WARRANT  | CHECK  | DESCRIPTION         |
|-------------------------------|----------------------|---------------------------|---------|----------------|---|---------|----|---------|----------|--------|----------|--------|---------------------|
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 135.24   |        |                     |
| 001131                        | 510000               | CLEANING/JANITORIAL SPLY  |         |                |   |         |    |         |          |        |          |        |                     |
| 002527                        | COMMERCIAL STATIONER | 476056-0                  | 2401918 | 2024           | 5 | INV     | P  |         | 122.17   | 022924 |          | 301338 | OFFICE SUPPLIES     |
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 122.17   |        |                     |
| 001131                        | 535600               | WEARING APPAREL-FIRE      |         |                |   |         |    |         |          |        |          |        |                     |
| 002728                        | ELITE SCREEN PRINTIN | REO-49640                 | 2401825 | 2024           | 5 | INV     | P  |         | 270.00   | 022924 |          | 301352 | TRAINER APPAREL     |
| 002879                        | GALL'S LLC           | 027141679                 | 2401948 | 2024           | 5 | INV     | P  |         | 143.19   | 022924 |          | 301366 | TRAINER APPAREL     |
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 413.19   |        |                     |
| 001131                        | 546600               | HAZ.MAT SUPPLIES          |         |                |   |         |    |         |          |        |          |        |                     |
| 003723                        | MUNICIPAL EMERGENCY  | IN1994986                 | 0       | 2024           | 5 | INV     | P  |         | 5,936.00 | 022924 |          | 301425 | GAS DETECTION MONIT |
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 5,936.00 |        |                     |
| 001131                        | 560000               | BUILDING MATERIALS & SPLY |         |                |   |         |    |         |          |        |          |        |                     |
| 002714                        | ECONOMY SUPPLY CO    | 116807                    | 2401954 | 2024           | 5 | INV     | P  |         | 300.00   | 022924 |          | 301351 | PLYWOOD             |
| 004176                        | SHERWIN-WILLIAMS COM | 3495-8/SHERWIN            | 2401886 | 2024           | 5 | INV     | P  |         | 193.95   | 022924 |          | 301462 | PAINT FOR PUMPHOUSE |
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 493.95   |        |                     |
| 001131                        | 6110FR               | MINOR EQUIPMENT-FIRE      |         |                |   |         |    |         |          |        |          |        |                     |
| 004331                        | STATE FIRE ACADEMY   | 31971                     | 0       | 2024           | 5 | INV     | P  |         | 720.00   | 022924 |          | 301476 | REDONDO & REED - FI |
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 720.00   |        |                     |
| ORG 001131 TOTAL              |                      |                           |         |                |   |         |    |         |          |        | 7,820.55 |        |                     |
| FIRE DIVISION                 |                      |                           |         |                |   |         |    |         |          |        |          |        |                     |
| 001160                        | 508000               | COMPUTER SUPPLIES         |         |                |   |         |    |         |          |        |          |        |                     |
| 002160                        | AT&T MOBILITY        | 689482982                 | 0       | 2024           | 5 | INV     | P  |         | 255.00   | 022924 |          | 301318 | HFD TRAINING 2 IPAD |
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 255.00   |        |                     |
| 001160                        | 510000               | CLEANING/JANITORIAL SPLY  |         |                |   |         |    |         |          |        |          |        |                     |
| 002471                        | CINTAS CORPORATION # | 4183021044                | 0       | 2024           | 5 | INV     | P  |         | 28.27    | 022924 |          | 301332 | HFD MECHANIC SHOP J |
| 002471                        | CINTAS CORPORATION # | 4183755473                | 0       | 2024           | 5 | INV     | P  |         | 29.02    | 022924 |          | 301332 | HFD MECHANIC SHOP J |
| 002471                        | CINTAS CORPORATION # | 4184461718                | 0       | 2024           | 5 | INV     | P  |         | 29.02    | 022924 |          | 301332 | HFD MECHANIC SHOP J |
|                               |                      |                           |         |                |   |         |    |         |          |        | 86.31    |        |                     |
| ACCOUNT TOTAL                 |                      |                           |         |                |   |         |    |         |          |        | 86.31    |        |                     |
| 001160                        | 535000               | UNIFORMS, BADGES, ETC.    |         |                |   |         |    |         |          |        |          |        |                     |
| 003588                        | MID SOUTH UNIFORM &  | 646898                    | 2401661 | 2024           | 5 | INV     | P  |         | 695.88   | 022924 |          | 301405 | HFD UNIFORMS FOR AL |
| 003744                        | NAFECO-NORTH AMERICA | 1259377                   | 2401863 | 2024           | 5 | INV     | P  |         | 2,838.80 | 022924 |          | 301426 | HFD UNIFORM PANTS F |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      | ACCOUNT/VENDOR |  | INVOICE | PO      | YEAR/PR | TYP | S                        | WARRANT  | CHECK  | DESCRIPTION                |
|-------------------------------|----------------------|----------------|--|---------|---------|---------|-----|--------------------------|----------|--------|----------------------------|
| 004445                        | TOP NOTCH EMBROIDERY | 1940           |  |         | 2401623 | 2024    | 5   | INV P                    | 524.00   | 022924 | 301483 HFD UNIFORMS FOR BC |
|                               |                      |                |  |         |         |         |     | ACCOUNT TOTAL            | 4,058.68 |        |                            |
| 001160                        | 535500               |                |  |         |         |         |     | WEARING APPAREL          |          |        |                            |
| 003744                        | NAFECO-NORTH AMERICA | 1259514        |  |         | 2401501 | 2024    | 5   | INV P                    | 6,105.60 | 022924 | 301426 HFD BOOTS FOR ALL P |
|                               |                      |                |  |         |         |         |     | ACCOUNT TOTAL            | 6,105.60 |        |                            |
| 001160                        | 546000               |                |  |         |         |         |     | MINOR EQUIPMENT          |          |        |                            |
| 003744                        | NAFECO-NORTH AMERICA | 1259044        |  |         | 2401498 | 2024    | 5   | INV P                    | 331.08   | 022924 | 301426 HFD HYDRANT BAGS    |
|                               |                      |                |  |         |         |         |     | ACCOUNT TOTAL            | 331.08   |        |                            |
| 001160                        | 570000               |                |  |         |         |         |     | MTR VEHICLE REP. PTS/SPL |          |        |                            |
| 002738                        | EMPIRE TRUCK SALES   | CE006219985:01 |  |         | 2401862 | 2024    | 5   | INV P                    | 335.49   | 022924 | 301354 HFD RESERVE ENGINE  |
| 003818                        | O'REILLY AUTO PARTS  | 0943-490422    |  |         | 2401861 | 2024    | 5   | INV P                    | 32.20    | 022924 | 301430 HFD TAIL LIGHT BULB |
| 004465                        | TRUCKPRO LLC         | 039-0722937    |  |         | 2401999 | 2024    | 5   | INV P                    | 62.74    | 022924 | 301486 HFD LADDER 6 UNIT # |
|                               |                      |                |  |         |         |         |     | ACCOUNT TOTAL            | 430.43   |        |                            |
| 001160                        | 602700               |                |  |         |         |         |     | MEDICAL                  |          |        |                            |
| 004698                        | ZOLL MEDICAL CORP    | 3915078        |  |         | 2401931 | 2024    | 5   | INV P                    | 310.00   | 022924 | 301501 HFD LOANER FEE FOR  |
|                               |                      |                |  |         |         |         |     | ACCOUNT TOTAL            | 310.00   |        |                            |
| 001160                        | 612000               |                |  |         |         |         |     | FREIGHT                  |          |        |                            |
| 002738                        | EMPIRE TRUCK SALES   | CE006219985:01 |  |         | 2401862 | 2024    | 5   | INV P                    | 20.00    | 022924 | 301354 HFD RESERVE ENGINE  |
| 003588                        | MID SOUTH UNIFORM &  | 646898         |  |         | 2401661 | 2024    | 5   | INV P                    | 20.00    | 022924 | 301405 HFD UNIFORMS FOR AL |
| 003744                        | NAFECO-NORTH AMERICA | 1259044        |  |         | 2401498 | 2024    | 5   | INV P                    | 10.13    | 022924 | 301426 HFD HYDRANT BAGS    |
| 003744                        | NAFECO-NORTH AMERICA | 1259377        |  |         | 2401863 | 2024    | 5   | INV P                    | 30.00    | 022924 | 301426 HFD UNIFORM PANTS F |
| 003744                        | NAFECO-NORTH AMERICA | 1259514        |  |         | 2401501 | 2024    | 5   | INV P                    | 100.00   | 022924 | 301426 HFD BOOTS FOR ALL P |
|                               |                      |                |  |         |         |         |     |                          | 140.13   |        |                            |
| 004465                        | TRUCKPRO LLC         | 039-0722937    |  |         | 2401999 | 2024    | 5   | INV P                    | 8.82     | 022924 | 301486 HFD LADDER 6 UNIT # |
|                               |                      |                |  |         |         |         |     | ACCOUNT TOTAL            | 188.95   |        |                            |
| 001160                        | 630000               |                |  |         |         |         |     | GAS                      |          |        |                            |
| 004321                        | SPIRE                | G2024-02/24    |  |         | 0       | 2024    | 5   | INV P                    | 1,517.92 | 022924 | 301474 SPIRE-104 LAMAR BLV |
| 004321                        | SPIRE                | G5024-15 FEB   |  |         | 0       | 2024    | 5   | INV P                    | 369.88   | 022924 | 301474 SPIRE-(MILMUT GAS)  |
|                               |                      |                |  |         |         |         |     |                          | 1,887.80 |        |                            |
|                               |                      |                |  |         |         |         |     | ACCOUNT TOTAL            | 1,887.80 |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |  |                  | ACCOUNT/VENDOR |         | INVOICE |   | PO  | YEAR/PR TYP S         |           | WARRANT |        | CHECK               | DESCRIPTION |  |
|-------------------------------|----------------------|--|------------------|----------------|---------|---------|---|-----|-----------------------|-----------|---------|--------|---------------------|-------------|--|
| 001160                        | 630500               |  |                  |                |         |         |   |     | ELECTRICITY           |           |         |        |                     |             |  |
| 003700                        | MS POWER COMPANY     |  | E2024-20         | FEB            | 0       | 2024    | 5 | INV | P                     | 2,924.54  | 022924  | 301412 | MISSISSIPPI POWER-  |             |  |
| 003700                        | MS POWER COMPANY     |  | E2024-27         | FEB            | 0       | 2024    | 5 | INV | P                     | 35.00     | 022924  | 301416 | MISSISSIPPI POWER-1 |             |  |
|                               |                      |  |                  |                |         |         |   |     |                       | 2,959.54  |         |        |                     |             |  |
| 004282                        | SOUTHERN PINE ELECTR |  | E2024-03.07.24   |                | 0       | 2024    | 5 | INV | P                     | 75.26     | 022924  | 301470 | FIRE ST #9          |             |  |
| 004282                        | SOUTHERN PINE ELECTR |  | E2024-2/16       |                | 0       | 2024    | 5 | INV | P                     | 50.69     | 022924  | 301470 | SOUTHERN PINE ELECT |             |  |
|                               |                      |  |                  |                |         |         |   |     |                       | 125.95    |         |        |                     |             |  |
| ACCOUNT TOTAL                 |                      |  |                  |                |         |         |   |     |                       | 3,085.49  |         |        |                     |             |  |
| 001160                        | 631500               |  |                  |                |         |         |   |     | WATER                 |           |         |        |                     |             |  |
| 002146                        | ARNOLD LINE WATER AS |  | T2023-01/19/2/21 |                | 0       | 2024    | 5 | INV | P                     | 142.00    | 022924  | 301314 | ARNOLD LINE WATER-1 |             |  |
| 048680                        | RAWLS SPRINGS UTILIT |  | T2024-2/15       |                | 0       | 2024    | 5 | INV | P                     | 108.48    | 022924  | 301449 | RAWLS SPRING UTILIT |             |  |
| ACCOUNT TOTAL                 |                      |  |                  |                |         |         |   |     |                       | 250.48    |         |        |                     |             |  |
| 001160                        | 635000               |  |                  |                |         |         |   |     | BUILDING R&M          |           |         |        |                     |             |  |
| 002883                        | GARNER LUMLEY ELECTR |  | 607222           |                | 2401894 | 2024    | 5 | INV | P                     | 149.95    | 022924  | 301367 | HFD STATION 1 LIGHT |             |  |
| 003587                        | MID SOUTH GLASS INC  |  | 0051212          |                | 2401779 | 2024    | 5 | INV | P                     | 129.00    | 022924  | 301404 | HFD STATION 1 BAY D |             |  |
| 004498                        | UNDERWOOD DOOR COMPA |  | 15426            |                | 2401502 | 2024    | 5 | INV | P                     | 1,200.00  | 022924  | 301488 | HFD STATION 9 BAY D |             |  |
| ACCOUNT TOTAL                 |                      |  |                  |                |         |         |   |     |                       | 1,478.95  |         |        |                     |             |  |
| 001160                        | 638000               |  |                  |                |         |         |   |     | FIXED EQUIPMENT R&M   |           |         |        |                     |             |  |
| 002957                        | GROVER BROS RESTAURA |  | 241280           |                | 2401487 | 2024    | 5 | INV | P                     | 3,050.00  | 022924  | 301372 | HFD STATION 7 ICE M |             |  |
| ACCOUNT TOTAL                 |                      |  |                  |                |         |         |   |     |                       | 3,050.00  |         |        |                     |             |  |
| 001160                        | 638400               |  |                  |                |         |         |   |     | MOTOR VEHICLE EQ. R&M |           |         |        |                     |             |  |
| 004297                        | SOUTHERN TIRE MART ( |  | 2520145714       |                | 2401830 | 2024    | 5 | INV | P                     | 1,449.00  | 022924  | 301472 | HFD LADDER 6 UNIT # |             |  |
| ACCOUNT TOTAL                 |                      |  |                  |                |         |         |   |     |                       | 1,449.00  |         |        |                     |             |  |
| 001160                        | 638900               |  |                  |                |         |         |   |     | SCBA EQUIP. R&M       |           |         |        |                     |             |  |
| 002733                        | EMERGENCY EQUIPMENT  |  | 491451           |                | 0       | 2024    | 5 | INV | P                     | 5,461.80  | 022924  | 301353 | HFD FLO-TESTING SCB |             |  |
| ACCOUNT TOTAL                 |                      |  |                  |                |         |         |   |     |                       | 5,461.80  |         |        |                     |             |  |
| 001160                        | 641000               |  |                  |                |         |         |   |     | OFFICE EQUIPMENT RENT |           |         |        |                     |             |  |
| 004050                        | RICOH CORP           |  | 39045629         |                | 0       | 2024    | 5 | INV | P                     | 9.60      | 022924  | 301452 | HFD ADMIN COPIER LE |             |  |
| ACCOUNT TOTAL                 |                      |  |                  |                |         |         |   |     |                       | 9.60      |         |        |                     |             |  |
| ORG 001160 TOTAL              |                      |  |                  |                |         |         |   |     |                       | 28,439.17 |         |        |                     |             |  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                         | ACCOUNT/VENDOR  |         | INVOICE                  | PO | YEAR/PR | TYP | S     | WARRANT   | CHECK  | DESCRIPTION                |
|-------------------------------|-------------------------|-----------------|---------|--------------------------|----|---------|-----|-------|-----------|--------|----------------------------|
| 001180                        |                         |                 |         | LAND DEVEL.ADM.          |    |         |     |       |           |        |                            |
| 001180                        | 601300                  |                 |         | DEMOLITION               |    |         |     |       |           |        |                            |
| 003718                        | MSP ENTERPRISES, LLC    | 021424-1        | 0       | 2024                     | 5  | INV     | P   |       | 6,195.96  | 022924 | 301423 MSP - DEMO - 215 W  |
|                               |                         |                 |         | ACCOUNT TOTAL            |    |         |     |       | 6,195.96  |        |                            |
| 001180                        | 601600                  |                 |         | TITLE OPINIONS           |    |         |     |       |           |        |                            |
| 004076                        | ROGERS, KEVIN           | 02-22-2024      | 0       | 2024                     | 5  | INV     | P   |       | 1,000.00  | 022924 | 301456 TITLE OPINIONS - 02 |
|                               |                         |                 |         | ACCOUNT TOTAL            |    |         |     |       | 1,000.00  |        |                            |
| 001180                        | 602300                  |                 |         | ABSTRACTING & RECORDING  |    |         |     |       |           |        |                            |
| 002847                        | FORREST COUNTY CHANC    | 148             | 0       | 2024                     | 5  | INV     | P   |       | 26.00     | 022924 | 301363 FILING FEES - JANUA |
| 002847                        | FORREST COUNTY CHANC    | 161-FCC         | 0       | 2024                     | 5  | INV     | P   |       | 26.00     | 022924 | 301363 PAST DUE FILING FEE |
|                               |                         |                 |         |                          |    |         |     |       | 52.00     |        |                            |
| 047491                        | LAMAR COUNTY CHANCER    | JANUARY 2024    | 0       | 2024                     | 5  | INV     | P   |       | 78.00     | 022924 | 301392 LAMAR COUNTY FILING |
|                               |                         |                 |         | ACCOUNT TOTAL            |    |         |     |       | 130.00    |        |                            |
| 001180                        | 604900                  |                 |         | OTHER PROFESSIONAL SERV. |    |         |     |       |           |        |                            |
| 004075                        | RODCO, LLC              | 1933            | 0       | 2024                     | 5  | INV     | P   |       | 1,290.75  | 022924 | 301455 PLAN REVIEW - CANOP |
|                               |                         |                 |         | ACCOUNT TOTAL            |    |         |     |       | 1,290.75  |        |                            |
| 001180                        | 611000                  |                 |         | TRAVEL EXPENSE           |    |         |     |       |           |        |                            |
| 003996                        | QUINN, WILEY            | 100880T/QUINN   | 0       | 2024                     | 5  | INV     | P   |       | 1,613.14  | 022924 | 301448                     |
| 050573                        | MARVIN JOHNSON          | 100850T/JOHNSON | 0       | 2024                     | 5  | INV     | P   |       | 919.96    | 022924 | 301401 TRAVEL ADV - MARVIN |
| 050574                        | REMBERT BROOME          | 100860T/BROOME  | 0       | 2024                     | 5  | INV     | P   |       | 530.02    | 022924 | 301450 TRAVEL ADV - REMBER |
|                               |                         |                 |         | ACCOUNT TOTAL            |    |         |     |       | 3,063.12  |        |                            |
| 001180                        | 638400                  |                 |         | MOTOR VEHICLE EQ. R&M    |    |         |     |       |           |        |                            |
| 003421                        | LIL TIRE SHOPPE         | (BR 1124654     | 2401990 | 2024                     | 5  | INV     | P   |       | 303.92    | 022924 | 301395 LIL TIRE SHOPPE - V |
|                               |                         |                 |         | ACCOUNT TOTAL            |    |         |     |       | 303.92    |        |                            |
| 001180                        | 684500                  |                 |         | REGISTRATION FEE/TUITION |    |         |     |       |           |        |                            |
| 002108                        | AMERICAN PLANNING AS    | 02438           | 0       | 2024                     | 5  | INV     | P   |       | 1,225.00  | 022924 | 301311 NPC - CONF REGISTRA |
| 050569                        | CITY OF OLIVE BRANCH TA | 10085 10086     | 0       | 2024                     | 5  | INV     | P   |       | 400.00    | 022924 | 301334 ADA WORKSHOP REG MA |
|                               |                         |                 |         | ACCOUNT TOTAL            |    |         |     |       | 1,625.00  |        |                            |
|                               |                         |                 |         | ORG 001180               |    |         |     | TOTAL | 13,608.75 |        |                            |



INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
|-------------------------------------------|--------|--|---------|------------------|---------|-----|-----|----------|----------|-------------|--------|-------------|-------------|
| ACCOUNT/VENDOR                            |        |  | INVOICE | PO               | YEAR/PR | TYP | S   | WARRANT  | CHECK    | DESCRIPTION |        |             |             |
| 001191 TRAFFIC MAINT.                     |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 001191 OTHER EXPENDABLE OFF.SPL           |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 003177                                    | 501000 |  | 3705508 | 2401641          | 2024    | 5   | INV | P        | 533.62   | 022924      | 301381 | OFFICE      | SUPPLIES    |
|                                           |        |  |         | ACCOUNT TOTAL    |         |     |     | 533.62   |          |             |        |             |             |
| 001191 554000                             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 002215 BATTERIES PLUS BULBS P69946029     |        |  |         | 2401648          | 2024    | 5   | INV | P        | 685.50   | 022924      | 301323 | TRAFFIC     | BATTERIES   |
|                                           |        |  |         | ACCOUNT TOTAL    |         |     |     | 685.50   |          |             |        |             |             |
| 001191 570000                             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 002168 AUTO ZONE 0139849748               |        |  |         | 2401734          | 2024    | 5   | INV | P        | 65.07    | 022924      | 301320 | VEHICLE     | REPAIR PART |
| 003861 PATTERSON AUTO ELECT 82218         |        |  |         | 2401727          | 2024    | 5   | INV | P        | 1,380.30 | 022924      | 301437 | VEHICLE     | REPAIR UNIT |
| 048827 CARQUEST 14758-33891               |        |  |         | 2401638          | 2024    | 5   | INV | P        | 117.50   | 022924      | 301329 | VEHICLE     | SUPPLIES    |
|                                           |        |  |         | ACCOUNT TOTAL    |         |     |     | 1,562.87 |          |             |        |             |             |
| 001191 630500                             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 003700 MS POWER COMPANY E2024-20 FEB      |        |  |         | 0                | 2024    | 5   | INV | P        | 1,195.89 | 022924      | 301412 | MISSISSIPPI | POWER-      |
|                                           |        |  |         | ACCOUNT TOTAL    |         |     |     | 1,195.89 |          |             |        |             |             |
| 001191 643000                             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 002471 CINTAS CORPORATION # 4183752989    |        |  |         | 0                | 2024    | 5   | INV | P        | 25.00    | 022924      | 301332 | TRAFFIC     | UNIFORM SC  |
| 002471 CINTAS CORPORATION # 4184458589    |        |  |         | 0                | 2024    | 5   | INV | P        | 25.00    | 022924      | 301332 | TRAFFIC     | UNIFORM SC  |
|                                           |        |  |         |                  |         |     |     | 50.00    |          |             |        |             |             |
|                                           |        |  |         | ACCOUNT TOTAL    |         |     |     | 50.00    |          |             |        |             |             |
| 001191 643500                             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 002471 CINTAS CORPORATION # 4183752592    |        |  |         | 0                | 2024    | 5   | INV | P        | 8.30     | 022924      | 301332 | TRAFFIC     | MATS SC/820 |
| 002471 CINTAS CORPORATION # 4184458066    |        |  |         | 0                | 2024    | 5   | INV | P        | 8.30     | 022924      | 301332 | TRAFFIC     | MATS SC/8   |
|                                           |        |  |         |                  |         |     |     | 16.60    |          |             |        |             |             |
|                                           |        |  |         | ACCOUNT TOTAL    |         |     |     | 16.60    |          |             |        |             |             |
| 001191 687000                             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 050419 SCRUB HUB LLC 2                    |        |  |         | 2401114          | 2024    | 5   | INV | P        | 432.72   | 022924      | 301458 | TWO-QUOTE   | JANITORIA   |
|                                           |        |  |         | ACCOUNT TOTAL    |         |     |     | 432.72   |          |             |        |             |             |
|                                           |        |  |         | ORG 001191 TOTAL |         |     |     | 4,477.20 |          |             |        |             |             |
| 001201 STREET DIV.                        |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 001201 540000                             |        |  |         |                  |         |     |     |          |          |             |        |             |             |
| 002442 CENTRAL PIPE SUPPLY S100362757.001 |        |  |         | 2401821          | 2024    | 5   | INV | P        | 1,950.00 | 022924      | 301330 | ASPHALT     | PERM PATCH  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |                            |         | ACCOUNT/VENDOR |      | INVOICE | PO  | YEAR/PR | TYP | S | WARRANT  | CHECK  | DESCRIPTION                |  |
|-------------------------------|----------------------|----------------------------|---------|----------------|------|---------|-----|---------|-----|---|----------|--------|----------------------------|--|
| 050465                        | DUNN                 | ROADBUILDERS, L            | 50415   | 2401377        | 2024 | 5       | INV | P       |     |   | 192.72   | 022924 | 301350 ASPHALT/VARIOUS LOC |  |
| 050465                        | DUNN                 | ROADBUILDERS, L            | 50435   | 2401377        | 2024 | 5       | INV | P       |     |   | 190.96   | 022924 | 301350 ASPHALT/VARIOUS LOC |  |
| 050465                        | DUNN                 | ROADBUILDERS, L            | 50465   | 2401377        | 2024 | 5       | INV | P       |     |   | 483.12   | 022924 | 301350 ASPHALT/VARIOUS LOC |  |
| 050465                        | DUNN                 | ROADBUILDERS, L            | 50484   | 2401690        | 2024 | 5       | INV | P       |     |   | 257.84   | 022924 | 301350 ASPHALT VARIOUS LOC |  |
| 050465                        | DUNN                 | ROADBUILDERS, L            | 50503   | 2401690        | 2024 | 5       | INV | P       |     |   | 297.44   | 022924 | 301350 ASPHALT VARIOUS LOC |  |
| 050465                        | DUNN                 | ROADBUILDERS, L            | 50621   | 2401690        | 2024 | 5       | INV | P       |     |   | 287.76   | 022924 | 301350 ASPHALT VARIOUS LOC |  |
| 050465                        | DUNN                 | ROADBUILDERS, L            | 50758   | 2401690        | 2024 | 5       | INV | P       |     |   | 443.52   | 022924 | 301350 ASPHALT VARIOUS LOC |  |
|                               |                      |                            |         |                |      |         |     |         |     |   | 2,153.36 |        |                            |  |
| ACCOUNT TOTAL                 |                      |                            |         |                |      |         |     |         |     |   | 4,103.36 |        |                            |  |
| 001201                        | 540500               | CONCRETE, CEMENT, ETC.     |         |                |      |         |     |         |     |   |          |        |                            |  |
| 002714                        | ECONOMY SUPPLY CO    | 116679                     | 2401936 | 2024           | 5    | INV     | P   |         |     |   | 119.00   | 022924 | 301351 50 LB FAST QUICK CR |  |
| ACCOUNT TOTAL                 |                      |                            |         |                |      |         |     |         |     |   | 119.00   |        |                            |  |
| 001201                        | 541000               | BRICK, STONE, MORTAR, ETC. |         |                |      |         |     |         |     |   |          |        |                            |  |
| 004586                        | WARREN PAVING INC    | 87772                      | 2401908 | 2024           | 5    | INV     | P   |         |     |   | 2,110.05 | 022924 | 301492 610 LIMESTONE       |  |
| 004586                        | WARREN PAVING INC    | 87834                      | 2401908 | 2024           | 5    | INV     | P   |         |     |   | 1,876.79 | 022924 | 301492 610 LIMESTONE       |  |
|                               |                      |                            |         |                |      |         |     |         |     |   | 3,986.84 |        |                            |  |
| ACCOUNT TOTAL                 |                      |                            |         |                |      |         |     |         |     |   | 3,986.84 |        |                            |  |
| 001201                        | 559000               | OTHER OPERATING MATL/SPLY  |         |                |      |         |     |         |     |   |          |        |                            |  |
| 002657                        | DEWS, C L & SONS FOU | 208230                     | 2401949 | 2024           | 5    | INV     | P   |         |     |   | 325.00   | 022924 | 301346 ELECTRICAL BOX 1/4' |  |
| 002795                        | FASTENAL COMPANY     | MSHAT241157                | 2401693 | 2024           | 5    | INV     | P   |         |     |   | 89.28    | 022924 | 301357 SIZE LARGE BROWN JE |  |
| ACCOUNT TOTAL                 |                      |                            |         |                |      |         |     |         |     |   | 414.28   |        |                            |  |
| 001201                        | 570000               | MTR VEHICLE REP. PTS/SPL   |         |                |      |         |     |         |     |   |          |        |                            |  |
| 002166                        | AUTO ARMATURE SERVIC | 02540                      | 2402066 | 2024           | 5    | INV     | P   |         |     |   | 179.95   | 022924 | 301319 UNIT 18707 BATTERY  |  |
| 002166                        | AUTO ARMATURE SERVIC | 2535                       | 2402054 | 2024           | 5    | INV     | P   |         |     |   | 189.95   | 022924 | 301319 UNIT 15514 BATTERY  |  |
| 002166                        | AUTO ARMATURE SERVIC | 2536                       | 2402055 | 2024           | 5    | INV     | P   |         |     |   | 179.95   | 022924 | 301319 STREET MT51 BATTERY |  |
| 002166                        | AUTO ARMATURE SERVIC | 33066                      | 2401910 | 2024           | 5    | INV     | P   |         |     |   | 209.95   | 022924 | 301319 UNIT 13062 8318N AL |  |
|                               |                      |                            |         |                |      |         |     |         |     |   | 759.80   |        |                            |  |
| 002569                        | COVINGTON SALES & SE | 98476                      | 2401762 | 2024           | 5    | INV     | P   |         |     |   | 2,165.58 | 022924 | 301343 BROOMS/UNIT #21644  |  |
| 003843                        | PARISH TRACTOR (HATT | P13950                     | 2401924 | 2024           | 5    | INV     | P   |         |     |   | 21.07    | 022924 | 301436 UNIT 16076 TRACK HO |  |
| 003843                        | PARISH TRACTOR (HATT | P13991                     | 2401955 | 2024           | 5    | INV     | P   |         |     |   | 40.80    | 022924 | 301436 UNIT 16723 LIFT ARM |  |
|                               |                      |                            |         |                |      |         |     |         |     |   | 61.87    |        |                            |  |
| 004297                        | SOUTHERN TIRE MART ( | 2520137224                 | 2400472 | 2024           | 5    | INV     | P   |         |     |   | 212.00   | 022924 | 301472 LABOR TECH CODE 1/4 |  |
| 048827                        | CARQUEST             | 14758-33965                | 2401667 | 2024           | 5    | INV     | P   |         |     |   | 14.79    | 022924 | 301329 UNIT 16966 TRAILER  |  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |              |  |         |                          |               |       |           |         |        |                     |
|-------------------------------|----------------------|--------------|--|---------|--------------------------|---------------|-------|-----------|---------|--------|---------------------|
| ACCOUNT/VENDOR                |                      |              |  | INVOICE | PO                       | YEAR/PR TYP S |       |           | WARRANT | CHECK  | DESCRIPTION         |
|                               |                      |              |  |         | ACCOUNT TOTAL            |               |       | 3,214.04  |         |        |                     |
| 001201                        | 604900               |              |  |         | OTHER PROFESSIONAL SERV. |               |       |           |         |        |                     |
| 002905                        | GILLILANDS ELECTRONI | 13538        |  | 0       | 2024                     | 5             | INV P | 181.98    | 022924  | 301368 | INSTALLED CUSTOMER  |
| 048676                        | PROCARE LANDS        | 23           |  | 0       | 2024                     | 5             | INV P | 3,000.00  | 022924  | 301446 | MNHTLY MAINTENANCE  |
| 048966                        | MARTINEZ DAVID J     | 126          |  | 0       | 2024                     | 5             | INV P | 1,000.00  | 022924  | 301400 | MNHTLY MAINTENANCE  |
|                               |                      |              |  |         | ACCOUNT TOTAL            |               |       | 4,181.98  |         |        |                     |
| 001201                        | 612000               |              |  |         | FREIGHT                  |               |       |           |         |        |                     |
| 002569                        | COVINGTON SALES & SE | 98476        |  | 2401762 | 2024                     | 5             | INV P | 477.42    | 022924  | 301343 | BROOMS/UNIT #21644  |
| 002836                        | FLUIDS INC.          | 15761        |  | 2401882 | 2024                     | 5             | INV P | 206.64    | 022924  | 301361 | MOSQUITO CHEMICALS  |
|                               |                      |              |  |         | ACCOUNT TOTAL            |               |       | 684.06    |         |        |                     |
| 001201                        | 638400               |              |  |         | MOTOR VEHICLE EQ. R&M    |               |       |           |         |        |                     |
| 002565                        | COURTESY MOTORS INC  | RO# 341340   |  | 2401973 | 2024                     | 5             | INV P | 1,227.65  | 022924  | 301341 | UNIT 21723 INTAKE   |
| 003114                        | HOL-MAC CORPORATION  | 398632       |  | 2401956 | 2024                     | 5             | INV P | 2,837.23  | 022924  | 301378 | UNIT 16081 HARNESS  |
| 004514                        | UNIVERSITY TIRE & SE | INV230811    |  | 2401952 | 2024                     | 5             | INV P | 928.58    | 022924  | 301490 | TIRES/BALANCE ON UN |
|                               |                      |              |  |         | ACCOUNT TOTAL            |               |       | 4,993.46  |         |        |                     |
| 001201                        | 643000               |              |  |         | UNIFORM RENT             |               |       |           |         |        |                     |
| 002471                        | CINTAS CORPORATION # | 4164458501   |  | 0       | 2024                     | 5             | INV P | 128.58    | 022924  | 301331 | UNIFORM SC 82000447 |
| 002471                        | CINTAS CORPORATION # | 4183752787   |  | 0       | 2024                     | 5             | INV P | 34.78     | 022924  | 301331 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4183752892   |  | 0       | 2024                     | 5             | INV P | 141.66    | 022924  | 301331 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4183753013   |  | 0       | 2024                     | 5             | INV P | 120.82    | 022924  | 301331 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4183753090   |  | 0       | 2024                     | 5             | INV P | 19.99     | 022924  | 301332 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4183753108   |  | 0       | 2024                     | 5             | INV P | 46.97     | 022924  | 301331 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4184458226   |  | 0       | 2024                     | 5             | INV P | 41.92     | 022924  | 301331 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4184458279   |  | 0       | 2024                     | 5             | INV P | 34.78     | 022924  | 301331 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4184458501   |  | 0       | 2024                     | 5             | INV P | 128.58    | 022924  | 301331 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4184458539   |  | 0       | 2024                     | 5             | INV P | 19.99     | 022924  | 301332 | UNIFORMS SC 8200044 |
| 002471                        | CINTAS CORPORATION # | 4184458669   |  | 0       | 2024                     | 5             | INV P | 46.97     | 022924  | 301331 | UNIFORMS SC 8200047 |
|                               |                      |              |  |         |                          |               |       | 765.04    |         |        |                     |
|                               |                      |              |  |         | ACCOUNT TOTAL            |               |       | 765.04    |         |        |                     |
|                               |                      |              |  |         | ORG 001201 TOTAL         |               |       | 22,462.06 |         |        |                     |
| 001202                        | STREET LIGHTS        |              |  |         |                          |               |       |           |         |        |                     |
| 001202                        | 630500               |              |  |         | ELECTRICITY              |               |       |           |         |        |                     |
| 003700                        | MS POWER COMPANY     | E2024-02/21  |  | 0       | 2024                     | 5             | INV P | 50.74     | 022924  | 301409 | MISSISSIPPI POWER-5 |
| 003700                        | MS POWER COMPANY     | E2024-13 FEB |  | 0       | 2024                     | 5             | INV P | 169.52    | 022924  | 301410 | MISSISSIPPI POWER-2 |
| 003700                        | MS POWER COMPANY     | E2024-16 FEB |  | 0       | 2024                     | 5             | INV P | 50.15     | 022924  | 301413 | MISSISSIPPI POWER-5 |
| 003700                        | MS POWER COMPANY     | E2024-2/20   |  | 0       | 2024                     | 5             | INV P | 101.43    | 022924  | 301414 | MISSISSIPPI POWER-1 |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                            |                  |     |         |                           |         |     |   |            |        |        |                     |
|-------------------------------|----------------------------|------------------|-----|---------|---------------------------|---------|-----|---|------------|--------|--------|---------------------|
| ACCOUNT/VENDOR                |                            |                  |     | INVOICE | PO                        | YEAR/PR | TYP | S | WARRANT    |        | CHECK  | DESCRIPTION         |
| 003700                        | MS POWER COMPANY           | E2024-20         | FEB | 0       | 2024                      | 5       | INV | P | 102,275.56 | 022924 | 301412 | MISSISSIPPI POWER-  |
| 003700                        | MS POWER COMPANY           | UTF#E2024-26-FEB |     | 0       | 2024                      | 5       | INV | P | 51.40      | 022924 | 301411 | 699 BOWLING ST CAME |
|                               |                            |                  |     |         |                           |         |     |   | 102,698.80 |        |        |                     |
| 003873                        | PEARL RIVER VALLEY E       | 2024-22          | FEB | 0       | 2024                      | 5       | INV | P | 54.79      | 022924 | 301438 | PEARL RIVER VALLEY  |
| 004282                        | SOUTHERN PINE ELECTR       | E2024-03.07.24   |     | 0       | 2024                      | 5       | INV | P | 89.26      | 022924 | 301470 | CAMARA POLE 6726 HW |
| ACCOUNT TOTAL                 |                            |                  |     |         |                           |         |     |   | 102,842.85 |        |        |                     |
| ORG 001202 TOTAL              |                            |                  |     |         |                           |         |     |   | 102,842.85 |        |        |                     |
| ENGR/PUBLIC SER               |                            |                  |     |         |                           |         |     |   |            |        |        |                     |
| 001203                        | 613000                     |                  |     |         | MESSENGER/EXPRESS SERV.   |         |     |   |            |        |        |                     |
| 002798                        | FEDERAL EXPRESS            | 9-668-67848      |     | 0       | 2024                      | 5       | INV | P | 2.57       | 022924 | 301359 | LATE FEE FOR INVOIC |
| ACCOUNT TOTAL                 |                            |                  |     |         |                           |         |     |   | 2.57       |        |        |                     |
| 001203                        | 630500                     |                  |     |         | ELECTRICITY               |         |     |   |            |        |        |                     |
| 003700                        | MS POWER COMPANY           | E2024-20         | FEB | 0       | 2024                      | 5       | INV | P | 473.03     | 022924 | 301412 | MISSISSIPPI POWER-  |
| ACCOUNT TOTAL                 |                            |                  |     |         |                           |         |     |   | 473.03     |        |        |                     |
| 001203                        | 641000                     |                  |     |         | OFFICE EQUIPMENT RENT     |         |     |   |            |        |        |                     |
| 004057                        | RJ YOUNG COMPANY           | INV6791268       |     | 0       | 2024                      | 5       | INV | P | 298.44     | 022924 | 301453 | MB 2022-316 ENGINEE |
| 004057                        | RJ YOUNG COMPANY           | INV6794158       |     | 0       | 2024                      | 5       | INV | P | 50.00      | 022924 | 301453 | MB 2022-377 PLOTTER |
|                               |                            |                  |     |         |                           |         |     |   | 348.44     |        |        |                     |
| ACCOUNT TOTAL                 |                            |                  |     |         |                           |         |     |   | 348.44     |        |        |                     |
| 001203                        | 684500                     |                  |     |         | REGISTRATION FEE/TUITION  |         |     |   |            |        |        |                     |
| 002143                        | AREA DEVELOPMENT PAR 465   |                  |     | 0       | 2024                      | 5       | INV | P | 1,000.00   | 022924 | 301312 | LEADERSHIP PINEBELT |
| ACCOUNT TOTAL                 |                            |                  |     |         |                           |         |     |   | 1,000.00   |        |        |                     |
| 001203                        | 687000                     |                  |     |         | CUSTODIAL SERVICE         |         |     |   |            |        |        |                     |
| 050419                        | SCRUB HUB LLC              | 2                |     | 2401114 | 2024                      | 5       | INV | P | 432.72     | 022924 | 301458 | TWO-QUOTE JANITORIA |
| ACCOUNT TOTAL                 |                            |                  |     |         |                           |         |     |   | 432.72     |        |        |                     |
| ORG 001203 TOTAL              |                            |                  |     |         |                           |         |     |   | 2,256.76   |        |        |                     |
| SHOP DIVISION                 |                            |                  |     |         |                           |         |     |   |            |        |        |                     |
| 001204                        | 559000                     |                  |     |         | OTHER OPERATING MATL/SPLY |         |     |   |            |        |        |                     |
| 048827                        | CARQUEST                   | 14758-34690      |     | 2401974 | 2024                      | 5       | INV | P | 15.35      | 022924 | 301329 | ACETONE/PW SHOP     |
| ACCOUNT TOTAL                 |                            |                  |     |         |                           |         |     |   | 15.35      |        |        |                     |
| 001204                        | 570000                     |                  |     |         | MTR VEHICLE REP. PTS/SPL  |         |     |   |            |        |        |                     |
| 002166                        | AUTO ARMATURE SERVIC 33063 |                  |     | 2401903 | 2024                      | 5       | INV | P | 209.95     | 022924 | 301319 | BATTERY FOR UNIT#22 |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |              |         |         |                           |               |   |        |         |        |                     |
|-------------------------------|----------------------|--------------|---------|---------|---------------------------|---------------|---|--------|---------|--------|---------------------|
| ACCOUNT/VENDOR                |                      |              |         | INVOICE | PO                        | YEAR/PR TYP S |   |        | WARRANT | CHECK  | DESCRIPTION         |
|                               |                      |              |         |         | ACCOUNT TOTAL             |               |   | 209.95 |         |        |                     |
| 001204                        | 643000               |              |         |         | UNIFORM RENT              |               |   |        |         |        |                     |
| 002471                        | CINTAS CORPORATION # | 4183753055   | 0       | 2024    | 5                         | INV           | P | 58.83  | 022924  | 301331 | UNIFORM RENTAL/SC#8 |
| 002471                        | CINTAS CORPORATION # | 4184458457   | 0       | 2024    | 5                         | INV           | P | 58.83  | 022924  | 301331 | UNIFORM RENTAL/PW S |
|                               |                      |              |         |         |                           |               |   | 117.66 |         |        |                     |
|                               |                      |              |         |         | ACCOUNT TOTAL             |               |   | 117.66 |         |        |                     |
|                               |                      |              |         |         | ORG 001204 TOTAL          |               |   | 342.96 |         |        |                     |
| 001205                        | G O & F S DIV.       |              |         |         |                           |               |   |        |         |        |                     |
| 001205                        | 630500               |              |         |         | ELECTRICITY               |               |   |        |         |        |                     |
| 003700                        | MS POWER COMPANY     | E2024-20 FEB | 0       | 2024    | 5                         | INV           | P | 74.44  | 022924  | 301412 | MISSISSIPPI POWER-  |
|                               |                      |              |         |         | ACCOUNT TOTAL             |               |   | 74.44  |         |        |                     |
|                               |                      |              |         |         | ORG 001205 TOTAL          |               |   | 74.44  |         |        |                     |
| 001207                        | CONSTRUCTION         |              |         |         |                           |               |   |        |         |        |                     |
| 001207                        | 559000               |              |         |         | OTHER OPERATING MATL/SPLY |               |   |        |         |        |                     |
| 002920                        | GRAINGER             | 9005514667   | 2401692 | 2024    | 5                         | INV           | P | 98.61  | 022924  | 301371 | REKEYING DOORS IN C |
| 003543                        | MCELHANEY PLUMBING I | 300858       | 2402027 | 2024    | 5                         | INV           | P | 119.90 | 022924  | 301402 | WATER HOSES/A/C/CON |
| 004256                        | SOLAR SUPPLY INC     | 3475348      | 2402009 | 2024    | 5                         | INV           | P | 224.16 | 022924  | 301466 | SUPPLIES FOR CLEANI |
|                               |                      |              |         |         | ACCOUNT TOTAL             |               |   | 442.67 |         |        |                     |
| 001207                        | 560500               |              |         |         | ELECTRICAL SUPPLIES       |               |   |        |         |        |                     |
| 002101                        | AMERICAN APPLIANCE & | 25762        | 2402011 | 2024    | 5                         | INV           | P | 153.90 | 022924  | 301310 | FOAM GUN/A/C/CONST  |
| 002905                        | GILLILANDS ELECTRONI | 13539        | 0       | 2024    | 5                         | INV           | P | 190.98 | 022924  | 301368 | NEWORK CABLING SERV |
|                               |                      |              |         |         | ACCOUNT TOTAL             |               |   | 344.88 |         |        |                     |
| 001207                        | 565000               |              |         |         | PAINT AND PAINTING SPLY.  |               |   |        |         |        |                     |
| 004176                        | SHERWIN-WILLIAMS COM | 3362-8       | 2401766 | 2024    | 5                         | INV           | P | 80.97  | 022924  | 301462 | PAINT FOR TWIN FORK |
|                               |                      |              |         |         | ACCOUNT TOTAL             |               |   | 80.97  |         |        |                     |
| 001207                        | 570000               |              |         |         | MTR VEHICLE REP. PTS/SPL  |               |   |        |         |        |                     |
| 002166                        | AUTO ARMATURE SERVIC | 33062        | 2401899 | 2024    | 5                         | INV           | P | 179.95 | 022924  | 301319 | BATTERY FOR UNIT#15 |
| 004514                        | UNIVERSITY TIRE & SE | INV230856    | 2401951 | 2024    | 5                         | INV           | P | 89.95  | 022924  | 301490 | ALIGNMENT ON UNIT # |
| 048827                        | CARQUEST             | 14758-34700  | 2401991 | 2024    | 5                         | INV           | P | 421.21 | 022924  | 301329 | PARTS FOR UNIT#1521 |
|                               |                      |              |         |         | ACCOUNT TOTAL             |               |   | 691.11 |         |        |                     |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                                   |                     |         |      |                                |       |        |          |        |       |             |                     |
|-------------------------------|-----------------------------------|---------------------|---------|------|--------------------------------|-------|--------|----------|--------|-------|-------------|---------------------|
| ACCOUNT/VENDOR                |                                   | INVOICE             |         | PO   | YEAR/PR TYP S                  |       |        | WARRANT  |        | CHECK | DESCRIPTION |                     |
| 001207                        | 604900                            |                     |         |      | OTHER PROFESSIONAL SERV.       |       |        |          |        |       |             |                     |
| 002523                        | COMCAST CABLEVISION               | 8396 41 073 0734155 | 0       |      | 2024                           | 5     | INV P  | 146.35   | 022924 |       | 301337      | COMCAST BUSINESS-CI |
| 004057                        | RJ YOUNG COMPANY                  | INV6744875          | 0       |      | 2024                           | 5     | INV P  | 1,194.29 | 022924 |       | 301453      | COPIER MACHINE/T &  |
| ACCOUNT TOTAL                 |                                   |                     |         |      |                                |       |        | 1,340.64 |        |       |             |                     |
| 001207                        | 643000                            |                     |         |      | UNIFORM RENT                   |       |        |          |        |       |             |                     |
| 002471                        | CINTAS CORPORATION # 4183752839   |                     | 0       |      | 2024                           | 5     | INV P  | 78.60    | 022924 |       | 301331      | UNIFORM RENTAL/SC#8 |
| ACCOUNT TOTAL                 |                                   |                     |         |      |                                |       |        | 78.60    |        |       |             |                     |
| ORG 001207 TOTAL              |                                   |                     |         |      |                                |       |        | 2,978.87 |        |       |             |                     |
| 001220                        | SANITATION DIV.                   |                     |         |      |                                |       |        |          |        |       |             |                     |
| 001220                        | 510000                            |                     |         |      | CLEANING/JANITORIAL SPLY       |       |        |          |        |       |             |                     |
| 004634                        | WHEELER'S JANITORIAL 16327        |                     | 2401783 | 2024 | 5                              | INV P | 696.39 | 022924   |        |       | 301497      | CLEANING/JANITORIAL |
| 004634                        | WHEELER'S JANITORIAL 16340-19     |                     | 2402040 | 2024 | 5                              | INV P | 345.85 | 022924   |        |       | 301497      | CLEANING/JANITORIAL |
|                               |                                   |                     |         |      |                                |       |        | 1,042.24 |        |       |             |                     |
| ACCOUNT TOTAL                 |                                   |                     |         |      |                                |       |        | 1,042.24 |        |       |             |                     |
| 001220                        | 513000                            |                     |         |      | CHEMICALS                      |       |        |          |        |       |             |                     |
| 004583                        | WARING OIL CO                     | 305666A             | 0       |      | 2024                           | 5     | INV P  | 24.00    | 022924 |       | 301491      | GREASE/OIL TAX FOR  |
| ACCOUNT TOTAL                 |                                   |                     |         |      |                                |       |        | 24.00    |        |       |             |                     |
| 001220                        | 535500                            |                     |         |      | WEARING APPAREL                |       |        |          |        |       |             |                     |
| 004634                        | WHEELER'S JANITORIAL 16327        |                     | 2401783 | 2024 | 5                              | INV P | 42.26  | 022924   |        |       | 301497      | CLEANING/JANITORIAL |
| ACCOUNT TOTAL                 |                                   |                     |         |      |                                |       |        | 42.26    |        |       |             |                     |
| 001220                        | 559000                            |                     |         |      | OTHER OPERATING MATL/SPLY      |       |        |          |        |       |             |                     |
| 004597                        | WATERS INTERNATIONAL 08P867071    |                     | 2401957 | 2024 | 5                              | INV P | 173.96 | 022924   |        |       | 301495      | LOAD BINDER RATCHET |
| ACCOUNT TOTAL                 |                                   |                     |         |      |                                |       |        | 173.96   |        |       |             |                     |
| 001220                        | 559001                            |                     |         |      | OTHER OPERATING SPLY-RECYCLING |       |        |          |        |       |             |                     |
| 002294                        | BOURNE BROTHERS PRIN 91464        |                     | 2401756 | 2024 | 5                              | INV P | 160.00 | 022924   |        |       | 301324      | TRUCK MAGNET SIGNS- |
| 004597                        | WATERS INTERNATIONAL 08P867071    |                     | 2401957 | 2024 | 5                              | INV P | 144.52 | 022924   |        |       | 301495      | LOAD BINDER RATCHET |
| ACCOUNT TOTAL                 |                                   |                     |         |      |                                |       |        | 304.52   |        |       |             |                     |
| 001220                        | 570000                            |                     |         |      | MTR VEHICLE REP. PTS/SPL       |       |        |          |        |       |             |                     |
| 002166                        | AUTO ARMATURE SERVIC 02516        |                     | 2401989 | 2024 | 5                              | INV P | 569.85 | 022924   |        |       | 301319      | UNIT 15982 BATTERIE |
| 002739                        | EMPIRE TRUCK SALES CE006219485:01 |                     | 2401678 | 2024 | 5                              | INV P | 42.50  | 022924   |        |       | 301355      | UNIT 19755 V-BELT R |
| 002739                        | EMPIRE TRUCK SALES CE006220098:01 |                     | 2401909 | 2024 | 5                              | INV P | 273.30 | 022924   |        |       | 301355      | UNIT 20074 WATER IN |
| 002739                        | EMPIRE TRUCK SALES CE006220583:01 |                     | 2402069 | 2024 | 5                              | INV P | 38.08  | 022924   |        |       | 301355      | UNIT 19947 & 19948  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      | INVOICE        | PO      | YEAR/PR                  | TYP | S     | WARRANT  | CHECK  | DESCRIPTION                |
|-------------------------------|----------------------|----------------|---------|--------------------------|-----|-------|----------|--------|----------------------------|
|                               |                      |                |         |                          |     |       | 353.88   |        |                            |
| 004120                        | SANSOM EQUIPMENT CO  | P05925         | 2402071 | 2024                     | 5   | INV P | 4,228.98 | 022924 | 301457 UNIT 20072 ARM REPA |
| 048827                        | CARQUEST             | 14758-34486    | 2401896 | 2024                     | 5   | INV P | 91.84    | 022924 | 301329 UNIT 20068 COUPLING |
| 048827                        | CARQUEST             | 14758-34535    | 2401916 | 2024                     | 5   | INV P | 92.10    | 022924 | 301329 BUMPER PAINT FOR UN |
|                               |                      |                |         |                          |     |       | 183.94   |        |                            |
| ACCOUNT TOTAL                 |                      |                |         |                          |     |       | 5,336.65 |        |                            |
| 001220                        | 604900               |                |         | OTHER PROFESSIONAL SERV. |     |       |          |        |                            |
| 002523                        | COMCAST CABLEVISION  | Feb2224        | 0       | 2024                     | 5   | INV P | 6.28     | 022924 | 301337 SANITATION02.22.24- |
| 002905                        | GILLILANDS ELECTRONI | 13537          | 0       | 2024                     | 5   | INV P | 175.98   | 022924 | 301368 INSTALLED CUTOMER P |
| ACCOUNT TOTAL                 |                      |                |         |                          |     |       | 182.26   |        |                            |
| 001220                        | 612000               |                |         | FREIGHT                  |     |       |          |        |                            |
| 002739                        | EMPIRE TRUCK SALES   | CE006220098:01 | 2401909 | 2024                     | 5   | INV P | 30.00    | 022924 | 301355 UNIT 20074 WATER IN |
| 004120                        | SANSOM EQUIPMENT CO  | P05925         | 2402071 | 2024                     | 5   | INV P | 149.89   | 022924 | 301457 UNIT 20072 ARM REPA |
| ACCOUNT TOTAL                 |                      |                |         |                          |     |       | 179.89   |        |                            |
| 001220                        | 638200               |                |         | MINOR EQUIPMENT R&M      |     |       |          |        |                            |
| 050466                        | T THORNSBERRY        | 2646           | 0       | 2024                     | 5   | INV P | 263.00   | 022924 | 301477 REMOVE AND REPLACE  |
| ACCOUNT TOTAL                 |                      |                |         |                          |     |       | 263.00   |        |                            |
| 001220                        | 643000               |                |         | UNIFORM RENT             |     |       |          |        |                            |
| 002471                        | CINTAS CORPORATION # | 4183753476     | 0       | 2024                     | 5   | INV P | 334.11   | 022924 | 301331 SC8200044758-SANIT. |
| 002471                        | CINTAS CORPORATION # | 4184459105     | 0       | 2024                     | 5   | INV P | 359.96   | 022924 | 301331 SC8200044758 SANIT  |
|                               |                      |                |         |                          |     |       | 694.07   |        |                            |
| 002472                        | CINTAS FIRST AID J71 | 5197961552     | 0       | 2024                     | 5   | INV P | 135.04   | 022924 | 301333 MONTHLY FIRST AID R |
| ACCOUNT TOTAL                 |                      |                |         |                          |     |       | 829.11   |        |                            |
| 001220                        | 643500               |                |         | MOP-MAT-RAG RENT         |     |       |          |        |                            |
| 002471                        | CINTAS CORPORATION # | 4183752627     | 0       | 2024                     | 5   | INV P | 44.14    | 022924 | 301331 SC 8200044758 SANIT |
| 002471                        | CINTAS CORPORATION # | 4184458051     | 0       | 2024                     | 5   | INV P | 44.14    | 022924 | 301331 SC 8200044758 CINTA |
|                               |                      |                |         |                          |     |       | 88.28    |        |                            |
| ACCOUNT TOTAL                 |                      |                |         |                          |     |       | 88.28    |        |                            |
| 001220                        | 688000               |                |         | TIPPING FEES             |     |       |          |        |                            |
| 004591                        | WASTE MANAGEMENT OF  | 0013969-2526-3 | 0       | 2024                     | 5   | INV P | 2,924.61 | 022924 | 301493 SANITATION RUBBISH  |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |        |           |         |      |         |     |   |           |        |                             |
|-------------------------------|----------------------|--------|-----------|---------|------|---------|-----|---|-----------|--------|-----------------------------|
| ACCOUNT/VENDOR                |                      |        |           | INVOICE | PO   | YEAR/PR | TYP | S | WARRANT   | CHECK  | DESCRIPTION                 |
| ACCOUNT TOTAL                 |                      |        |           |         |      |         |     |   | 2,924.61  |        |                             |
| ORG 001220 TOTAL              |                      |        |           |         |      |         |     |   | 11,390.78 |        |                             |
| HEALTH DIVISION               |                      |        |           |         |      |         |     |   |           |        |                             |
| CHEMICALS                     |                      |        |           |         |      |         |     |   |           |        |                             |
| 001250                        | 513000               |        |           |         |      |         |     |   |           |        |                             |
| 001250                        | 002483               | CLARKE | 005107455 | 2401881 | 2024 | 5       | INV | P | 4,500.00  | 022924 | 301335 MOSQUITO CHEMICALS   |
| 002836                        | FLUIDS INC.          |        | 15761     | 2401882 | 2024 | 5       | INV | P | 2,406.25  | 022924 | 301361 MOSQUITO CHEMICALS   |
| ACCOUNT TOTAL                 |                      |        |           |         |      |         |     |   | 6,906.25  |        |                             |
| MTR VEHICLE REP. PTS/SPL      |                      |        |           |         |      |         |     |   |           |        |                             |
| 001250                        | 570000               |        |           | 2401919 | 2024 | 5       | INV | P | 89.44     | 022924 | 301302 UNIT 17018 ENGINE    |
| ACCOUNT TOTAL                 |                      |        |           |         |      |         |     |   | 89.44     |        |                             |
| AGRICLTRL REPAIR PTS/SPL      |                      |        |           |         |      |         |     |   |           |        |                             |
| 001250                        | 575500               |        |           | 2401808 | 2024 | 5       | INV | P | 475.00    | 022924 | 301325 ALL LAWN MOWERS FIL  |
| 002492                        | CLEMTS HARDWARE      |        | 131790    | 2402068 | 2024 | 5       | INV | P | 29.99     | 022924 | 301336 HEALTH GAS CAN       |
| 003843                        | PARISH TRACTOR (HATT |        | P14191    | 2402065 | 2024 | 5       | INV | P | 181.44    | 022924 | 301436 UNIT 16724 & 16723   |
| ACCOUNT TOTAL                 |                      |        |           |         |      |         |     |   | 686.43    |        |                             |
| TOW IN CHARGES                |                      |        |           |         |      |         |     |   |           |        |                             |
| 001250                        | 639800               |        |           | 0       | 2024 | 5       | INV | P | 70.00     | 022924 | 301394 TOW UNIT 17018 TO A  |
| 003389                        | LARRY'S WRECKER SERV |        | 13313     |         |      |         |     |   |           |        |                             |
| ACCOUNT TOTAL                 |                      |        |           |         |      |         |     |   | 70.00     |        |                             |
| ORG 001250 TOTAL              |                      |        |           |         |      |         |     |   | 7,752.12  |        |                             |
| ANIMAL CONTROL                |                      |        |           |         |      |         |     |   |           |        |                             |
| SERVICES NOT SPECIFIED        |                      |        |           |         |      |         |     |   |           |        |                             |
| 001260                        | 699900               |        |           | 0       | 2024 | 5       | INV | P | 16,666.67 | 022924 | 301471 MB#2022-71-72 HOUSI  |
| 004283                        | SOUTHERN PINES ANIMA |        | 02.202444 | 0       | 2024 | 5       | INV | P | 16,666.67 | 022924 | 301471 MB#2022-71-72 HOUSI  |
| 004283                        | SOUTHERN PINES ANIMA |        | 03.202444 |         |      |         |     |   |           |        |                             |
|                               |                      |        |           |         |      |         |     |   | 33,333.34 |        |                             |
| ACCOUNT TOTAL                 |                      |        |           |         |      |         |     |   | 33,333.34 |        |                             |
| ORG 001260 TOTAL              |                      |        |           |         |      |         |     |   | 33,333.34 |        |                             |
| ECONOMIC DEV.                 |                      |        |           |         |      |         |     |   |           |        |                             |
| OTHER PROFESSIONAL SERV.      |                      |        |           |         |      |         |     |   |           |        |                             |
| 001402                        | 604900               |        |           | 0       | 2024 | 5       | INV | P | 495.00    | 022924 | 301327 PROFESSIONAL SRVICE  |
| 002327                        | BROADDUS & ASSOCIATE |        | 4102-23   | 0       | 2024 | 5       | INV | P | 730.00    | 022924 | 301327 PROFESSIONAL SRVICE  |
| 002327                        | BROADDUS & ASSOCIATE |        | 4103-43   | 0       | 2024 | 5       | INV | P | 35.00     | 022924 | 301327 PROFESSIONAL SERVICE |
| 002327                        | BROADDUS & ASSOCIATE |        | 4103-44   | 0       | 2024 | 5       | INV | P | 1,185.00  | 022924 | 301327 PROFESSIONAL SERVICE |
| 002327                        | BROADDUS & ASSOCIATE |        | 4103-45   | 0       | 2024 | 5       | INV | P |           |        |                             |
|                               |                      |        |           |         |      |         |     |   | 2,445.00  |        |                             |



## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |            | INVOICE | PO           | YEAR/PR | TYP | S                         | WARRANT    | CHECK  | DESCRIPTION                |
|-------------------------------|------------|---------|--------------|---------|-----|---------------------------|------------|--------|----------------------------|
| ACCOUNT/VENDOR                |            |         |              |         |     |                           |            |        |                            |
| 003764 NEEL-SCHAFFER INC      | 1093995    |         | 0            | 2024    | 5   | INV P                     | 9,712.64   | 022924 | 301427 MB 2022-363 SIMS RO |
| 004058 RJM MCQUEEN CONTRACT   | 2950       |         | 2304257      | 2024    | 5   | INV P                     | 35,000.00  | 022924 | 301454 SIDEWALK REPAIR - ( |
| 004058 RJM MCQUEEN CONTRACT   | 2950A      |         | 0            | 2024    | 5   | INV P                     | 356.21     | 022924 | 301454 MB 2021-570 EVANS S |
|                               |            |         |              |         |     |                           | 35,356.21  |        |                            |
| 047187 FOUR SEASONS LAWN      | 17744      |         | 2401713      | 2024    | 5   | INV P                     | 20,467.00  | 022924 | 301365 TWO QUOTE - LANDSCA |
| 047187 FOUR SEASONS LAWN      | 17771      |         | 2401713      | 2024    | 5   | INV P                     | 17,428.00  | 022924 | 301365 TWO QUOTE - LANDSCA |
|                               |            |         |              |         |     |                           | 37,895.00  |        |                            |
| 050462 SHADE LANDSCAPE        | 1971       |         | 2401334      | 2024    | 5   | INV P                     | 45,000.00  | 022924 | 301459 TWO QUOTE/4TH STREE |
|                               |            |         |              |         |     | ACCOUNT TOTAL             | 130,408.85 |        |                            |
|                               |            |         |              |         |     | ORG 001402 TOTAL          | 130,408.85 |        |                            |
| 001553                        |            |         | CEMETERY DIV |         |     |                           |            |        |                            |
| 001553                        | 502000     |         |              |         |     | MINOR OFFICE EQUIP/FURN.  |            |        |                            |
| 003825 OWENS BUSINESS MACHI   | 485680     |         | 0            | 2024    | 5   | INV P                     | 57.10      | 022924 | 301433 OFFICE COPIER MONTH |
|                               |            |         |              |         |     | ACCOUNT TOTAL             | 57.10      |        |                            |
| 001553                        | 535500     |         |              |         |     | WEARING APPAREL           |            |        |                            |
| 003216 J M H GRAPHICS         | 41099      |         | 2401618      | 2024    | 5   | INV P                     | 190.00     | 022924 | 301383 MANAGER DBRINKLEY;  |
| 003216 J M H GRAPHICS         | 41189      |         | 2401767      | 2024    | 5   | INV P                     | 206.00     | 022924 | 301383 WEARING APPAREL FOR |
|                               |            |         |              |         |     |                           | 396.00     |        |                            |
|                               |            |         |              |         |     | ACCOUNT TOTAL             | 396.00     |        |                            |
| 001553                        | 559000     |         |              |         |     | OTHER OPERATING MATL/SPLY |            |        |                            |
| 002714 ECONOMY SUPPLY CO      | 116123     |         | 2401802      | 2024    | 5   | INV P                     | 12.50      | 022924 | 301351 BUILDING MATERIALS  |
|                               |            |         |              |         |     | ACCOUNT TOTAL             | 12.50      |        |                            |
| 001553                        | 560000     |         |              |         |     | BUILDING MATERIALS & SPLY |            |        |                            |
| 002714 ECONOMY SUPPLY CO      | 115889     |         | 2401742      | 2024    | 5   | INV P                     | 15.50      | 022924 | 301351 BUILDING MATERIALS  |
| 002714 ECONOMY SUPPLY CO      | 116123     |         | 2401802      | 2024    | 5   | INV P                     | 315.00     | 022924 | 301351 BUILDING MATERIALS  |
|                               |            |         |              |         |     |                           | 330.50     |        |                            |
|                               |            |         |              |         |     | ACCOUNT TOTAL             | 330.50     |        |                            |
| 001553                        | 570000     |         |              |         |     | MTR VEHICLE REP. PTS/SPL  |            |        |                            |
| 004297 SOUTHERN TIRE MART (   | 2520146407 |         | 2401950      | 2024    | 5   | INV P                     | 521.20     | 022924 | 301472 MOTOR VEHICLE REPAI |
|                               |            |         |              |         |     | ACCOUNT TOTAL             | 521.20     |        |                            |
| 001553                        | 604900     |         |              |         |     | OTHER PROFESSIONAL SERV.  |            |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      | ACCOUNT/VENDOR |   | INVOICE                 | PO | YEAR/PR | TYP | S | WARRANT  | CHECK        | DESCRIPTION                |
|-------------------------------|----------------------|----------------|---|-------------------------|----|---------|-----|---|----------|--------------|----------------------------|
| 003191                        | INTERFACE SECURITY S | 20643545       | 0 | 2024                    | 5  | INV     | P   |   | 52.78    | 022924       | 301382 SECURITY MONITORING |
|                               | ACCOUNT TOTAL        |                |   |                         |    |         |     |   | 52.78    |              |                            |
| 001553                        | 606000               |                |   | TELEPHONE AND TELEGRAPH |    |         |     |   |          |              |                            |
| 002905                        | GILLILANDS ELECTRONI | 13540          | 0 | 2024                    | 5  | INV     | P   |   | 190.98   | 022924       | 301368 INSTALL ACCESS FOR  |
|                               | ACCOUNT TOTAL        |                |   |                         |    |         |     |   | 190.98   |              |                            |
| 001553                        | 630500               |                |   | ELECTRICITY             |    |         |     |   |          |              |                            |
| 003700                        | MS POWER COMPANY     | E2024-20 FEB   | 0 | 2024                    | 5  | INV     | P   |   | 505.79   | 022924       | 301412 MISSISSIPPI POWER-  |
|                               | ACCOUNT TOTAL        |                |   |                         |    |         |     |   | 505.79   |              |                            |
| 001553                        | 643000               |                |   | UNIFORM RENT            |    |         |     |   |          |              |                            |
| 002471                        | CINTAS CORPORATION # | 4183756653     | 0 | 2024                    | 5  | INV     | P   |   | 67.68    | 022924       | 301331 ST. CONT# 820004475 |
| 002471                        | CINTAS CORPORATION # | 4184462995     | 0 | 2024                    | 5  | INV     | P   |   | 67.68    | 022924       | 301331 ST CONT# 8200044758 |
|                               |                      |                |   |                         |    |         |     |   | 135.36   |              |                            |
|                               | ACCOUNT TOTAL        |                |   |                         |    |         |     |   | 135.36   |              |                            |
| 001553                        | 643500               |                |   | MOP-MAT-RAG RENT        |    |         |     |   |          |              |                            |
| 002471                        | CINTAS CORPORATION # | 4183756632     | 0 | 2024                    | 5  | INV     | P   |   | 32.32    | 022924       | 301331 ST. CONT# 820004475 |
| 002471                        | CINTAS CORPORATION # | 4184462828     | 0 | 2024                    | 5  | INV     | P   |   | 32.32    | 022924       | 301332 ST CONT# 8200044758 |
|                               |                      |                |   |                         |    |         |     |   | 64.64    |              |                            |
|                               | ACCOUNT TOTAL        |                |   |                         |    |         |     |   | 64.64    |              |                            |
|                               | ORG 001553           | TOTAL          |   |                         |    |         |     |   | 2,266.85 |              |                            |
| 001560                        |                      |                |   | PARKING OPER.           |    |         |     |   |          |              |                            |
| 001560                        | 630500               |                |   | ELECTRICITY             |    |         |     |   |          |              |                            |
| 003700                        | MS POWER COMPANY     | E2024-20 FEB   | 0 | 2024                    | 5  | INV     | P   |   | 1,038.62 | 022924       | 301412 MISSISSIPPI POWER-  |
|                               | ACCOUNT TOTAL        |                |   |                         |    |         |     |   | 1,038.62 |              |                            |
| 001560                        | 640200               |                |   | PARKING GARAGE/LOT RENT |    |         |     |   |          |              |                            |
| 003789                        | NORFOLK SOUTHERN COR | 93553940       | 0 | 2024                    | 5  | INV     | P   |   | 2,406.15 | 022924       | 301429 MONTHLY LEASE OF 1. |
|                               | ACCOUNT TOTAL        |                |   |                         |    |         |     |   | 2,406.15 |              |                            |
|                               | ORG 001560           | TOTAL          |   |                         |    |         |     |   | 3,444.77 |              |                            |
| FUND 001 REVENUES             |                      |                |   |                         |    |         |     |   | TOTAL:   | 1,181,933.68 |                            |

| YEAR/PERIOD: 2024/5 TO 2024/5 |                                 | INVOICE        |         | PO                             | YEAR/PR TYP S |                           | WARRANT         | CHECK  | DESCRIPTION         |
|-------------------------------|---------------------------------|----------------|---------|--------------------------------|---------------|---------------------------|-----------------|--------|---------------------|
| 002001                        |                                 |                |         | PKS/REC                        | FUND          | REVENUES                  |                 |        |                     |
| 002001                        | 316002                          |                |         |                                |               | LITTLE TIGERS BASKETBALL  |                 |        |                     |
| 050581                        | FELTS, KENNETH                  | REFUND 2/29/24 | 0       | 2024                           | 5             | INV P                     | 50.00 022924    | 301360 | REFUND FOR KAMIYA F |
| 050582                        | WILLIAMS, MARY                  | REFUND 2/29/24 | 0       | 2024                           | 5             | INV P                     | 50.00 022924    | 301498 | REFUND FOR JAMARYLI |
| 050583                        | BREWTON, MARLA                  | REFUND 2/29/84 | 0       | 2024                           | 5             | INV P                     | 50.00 022924    | 301326 | REFUND FOR MADILYN  |
|                               |                                 |                |         |                                |               | ACCOUNT TOTAL             | 150.00          |        |                     |
|                               |                                 |                |         | ORG 002001                     |               | TOTAL                     | 150.00          |        |                     |
| 002300                        |                                 |                |         | PKS/REC-RECREATION MAINT. DIV. |               |                           |                 |        |                     |
| 002300                        | 544000                          |                |         |                                |               | HORT./LANDSCAPING SPLY.   |                 |        |                     |
| 004279                        | SOUTHERN MS PINE STR 14401      |                |         | 2401889                        | 2024          | 5 INV P                   | 1,350.00 022924 | 301469 | P&R GROUNDS-PINE ST |
|                               |                                 |                |         |                                |               | ACCOUNT TOTAL             | 1,350.00        |        |                     |
| 002300                        | 551000                          |                |         |                                |               | RECREATIONAL SUPPLIES     |                 |        |                     |
| 049595                        | SITEONE LANDSCAPE               | 135242161-001  | 2400009 | 2024                           | 5             | INV P                     | 1,270.51 022924 | 301463 | P&R ALL BALLFIELDS- |
| 049595                        | SITEONE LANDSCAPE               | 135268238-001  | 2400009 | 2024                           | 5             | INV P                     | 1,824.25 022924 | 301463 | P&R ALL BALLFIELDS- |
|                               |                                 |                |         |                                |               |                           | 3,094.76        |        |                     |
|                               |                                 |                |         |                                |               | ACCOUNT TOTAL             | 3,094.76        |        |                     |
| 002300                        | 560000                          |                |         |                                |               | BUILDING MATERIALS & SPLY |                 |        |                     |
| 004256                        | SOLAR SUPPLY INC                | 3475393        | 2402045 | 2024                           | 5             | INV P                     | 124.56 022924   | 301466 | P&R GROUNDS- TATUM  |
|                               |                                 |                |         |                                |               | ACCOUNT TOTAL             | 124.56          |        |                     |
| 002300                        | 560500                          |                |         |                                |               | ELECTRICAL SUPPLIES       |                 |        |                     |
| 002883                        | GARNER LUMLEY ELECTR 607129     |                | 2401431 | 2024                           | 5             | INV P                     | 700.00 022924   | 301367 | LED PKGD LIGHT; REP |
|                               |                                 |                |         |                                |               | ACCOUNT TOTAL             | 700.00          |        |                     |
| 002300                        | 565000                          |                |         |                                |               | PAINT AND PAINTING SPLY.  |                 |        |                     |
| 004176                        | SHERWIN-WILLIAMS COM 4280-1     |                | 2402033 | 2024                           | 5             | INV P                     | 677.58 022924   | 301462 | PAINT SUPPLIES&PAIN |
| 004176                        | SHERWIN-WILLIAMS COM 4288-4     |                | 2402033 | 2024                           | 5             | INV P                     | 35.96 022924    | 301462 | PAINT SUPPLIES&PAIN |
|                               |                                 |                |         |                                |               |                           | 713.54          |        |                     |
|                               |                                 |                |         |                                |               | ACCOUNT TOTAL             | 713.54          |        |                     |
| 002300                        | 575500                          |                |         |                                |               | AGRICLTRL REPAIR PTS/SPL  |                 |        |                     |
| 004297                        | SOUTHERN TIRE MART ( 2520146617 |                | 2401979 | 2024                           | 5             | INV P                     | 75.00 022924    | 301472 | P&R GROUNDS- TRAILE |
|                               |                                 |                |         |                                |               | ACCOUNT TOTAL             | 75.00           |        |                     |
| 002300                        | 604900                          |                |         |                                |               | OTHER PROFESSIONAL SERV.  |                 |        |                     |
| 050522                        | HUB CITY HANDYMAN               | INV2202024     | 2401710 | 2024                           | 5             | INV P                     | 960.00 022924   | 301379 | LABOR ONLY; REPLACE |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |               |         | ACCOUNT/VENDOR         |   | INVOICE | PO | YEAR/PR  | TYP    | S      | WARRANT             | CHECK | DESCRIPTION |
|-------------------------------|----------------------|---------------|---------|------------------------|---|---------|----|----------|--------|--------|---------------------|-------|-------------|
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 960.00              |       |             |
| 002300                        | 612000               |               |         | FREIGHT                |   |         |    |          |        |        |                     |       |             |
| 049595                        | SITEONE LANDSCAPE    | 135268238-001 | 2400009 | 2024                   | 5 | INV     | P  | 2.50     | 022924 | 301463 | P&R ALL BALLFIELDS- |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 2.50                |       |             |
| 002300                        | 630500               |               |         | ELECTRICITY            |   |         |    |          |        |        |                     |       |             |
| 003700                        | MS POWER COMPANY     | E2024-20 FEB  | 0       | 2024                   | 5 | INV     | P  | 1,375.65 | 022924 | 301412 | MISSISSIPPI POWER-  |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 1,375.65            |       |             |
| 002300                        | 635500               |               |         | ELECTRICAL R&M         |   |         |    |          |        |        |                     |       |             |
| 002672                        | DOLEAC ELECTRIC CO I | H28585        | 2401822 | 2024                   | 5 | INV     | P  | 1,640.00 | 022924 | 301348 | ELECTRICAL REPAIR;  |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 1,640.00            |       |             |
| 002300                        | 638700               |               |         | AGRICULTURAL EQ. R&M   |   |         |    |          |        |        |                     |       |             |
| 004297                        | SOUTHERN TIRE MART ( | 2520146617    | 2401979 | 2024                   | 5 | INV     | P  | 31.00    | 022924 | 301472 | P&R GROUNDS- TRAILE |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 31.00               |       |             |
| 002300                        | 644900               |               |         | OTHER RENT             |   |         |    |          |        |        |                     |       |             |
| 002176                        | B CLEAN LLC          | 88178         | 2401239 | 2024                   | 5 | INV     | P  | 1,839.00 | 022924 | 301322 | PR TSP PORTABLE REN |       |             |
| 002471                        | CINTAS CORPORATION # | 4182042361    | 0       | 2024                   | 5 | INV     | P  | 29.01    | 022924 | 301332 | PR GRNDS-MAT RENTAL |       |             |
| 002471                        | CINTAS CORPORATION # | 4182760045    | 0       | 2024                   | 5 | INV     | P  | 29.01    | 022924 | 301332 | PR GRNDS-MAT RENTAL |       |             |
| 002471                        | CINTAS CORPORATION # | 4183478531    | 0       | 2024                   | 5 | INV     | P  | 29.01    | 022924 | 301332 | PR GRNDS-MAT RENTAL |       |             |
|                               |                      |               |         |                        |   |         |    | 87.03    |        |        |                     |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 1,926.03            |       |             |
| 002300                        | 699900               |               |         | SERVICES NOT SPECIFIED |   |         |    |          |        |        |                     |       |             |
| 002471                        | CINTAS CORPORATION # | 4183478885    | 0       | 2024                   | 5 | INV     | P  | 463.84   | 022924 | 301331 | PR GRNDS-UNIFORM RE |       |             |
| 002472                        | CINTAS FIRST AID J71 | 5197961570    | 0       | 2024                   | 5 | INV     | P  | 160.81   | 022924 | 301333 | PR GROUNDS-FIRST AI |       |             |
| 002905                        | GILLILANDS ELECTRONI | 13547         | 0       | 2024                   | 5 | INV     | P  | 184.98   | 022924 | 301368 | CAT6 RISER, CONNECT |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 809.63              |       |             |
| 002300                        | 729518               |               |         | DAHMER PARK            |   |         |    |          |        |        |                     |       |             |
| 004504                        | UNITED FENCE COMPANY | 26220         | 2401588 | 2024                   | 5 | INV     | P  | 7,357.00 | 022924 | 301489 | 2 QUOTE; CAPITAL FE |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 7,357.00            |       |             |
| 002300                        | 733500               |               |         | AGRICULTURAL EQUIPMENT |   |         |    |          |        |        |                     |       |             |
| 004322                        | SPORTS CONTRACTORS U | 240201        | 2401272 | 2024                   | 5 | INV     | P  | 7,500.00 | 022924 | 301475 | P&R REC MAINT EQUIP |       |             |
| ACCOUNT TOTAL                 |                      |               |         |                        |   |         |    |          |        |        | 7,500.00            |       |             |

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      | INVOICE    |   | PO                         | YEAR/PR TYP S   |         | WARRANT   | CHECK  | DESCRIPTION                |
|-------------------------------|----------------------|------------|---|----------------------------|-----------------|---------|-----------|--------|----------------------------|
| 002300                        | 739900               |            |   |                            | OTHER EQUIPMENT |         |           |        |                            |
| 050508                        | SLOPE CARE, LLC      | 3.5611     |   | 2401411                    | 2024            | 5 INV P | 28,998.00 | 022924 | 301464 PR-REC MAINT EQUIP  |
| ACCOUNT TOTAL                 |                      |            |   |                            |                 |         | 28,998.00 |        |                            |
| ORG 002300 TOTAL              |                      |            |   |                            |                 |         | 56,657.67 |        |                            |
| 002315                        |                      |            |   | PKS/REC-REC.ADMIN/COM.REL. |                 |         |           |        |                            |
| 002315                        | 535500               |            |   | WEARING APPAREL            |                 |         |           |        |                            |
| 003937                        | PLAY IT AGAIN SPORTS | INV-001748 |   | 2402038                    | 2024            | 5 INV P | 216.00    | 022924 | 301442 HOODIES AND POLO; A |
| ACCOUNT TOTAL                 |                      |            |   |                            |                 |         | 216.00    |        |                            |
| 002315                        | 551000               |            |   | RECREATIONAL SUPPLIES      |                 |         |           |        |                            |
| 003921                        | PINE BELT TROPHY     | INVNET10   |   | 2402037                    | 2024            | 5 INV P | 209.10    | 022924 | 301441 SEASON TROPHIES FOR |
| ACCOUNT TOTAL                 |                      |            |   |                            |                 |         | 209.10    |        |                            |
| 002315                        | 603400               |            |   | OFFICIALS                  |                 |         |           |        |                            |
| 004432                        | THOMPSON, JESSE      | JT21320    | 0 | 2024                       | 5               | INV P   | 200.00    | 022924 | 301481 ADULT BASKETBALL GA |
| 004460                        | TROTTER, COREY       | INV_CT23   | 0 | 2024                       | 5               | INV P   | 130.00    | 022924 | 301485 ADULT FOOTBALL OFFI |
| 048262                        | THOMPSON MARQUIEL O  | MT21322    | 0 | 2024                       | 5               | INV P   | 75.00     | 022924 | 301478 ADULT BASKETBALL GA |
| 049652                        | THOMPSON RAHMIL J    | RT21320    | 0 | 2024                       | 5               | INV P   | 75.00     | 022924 | 301479 ADULT BASKETBALL GA |
| 049653                        | THOMPSON RODERICK J  | RODT21320  | 0 | 2024                       | 5               | INV P   | 300.00    | 022924 | 301480 ADULT BASKETBALL GA |
| 049820                        | JEFFERSON ERIC D     | EJ21320    | 0 | 2024                       | 5               | INV P   | 375.00    | 022924 | 301385 ADULT BASKETBALL GA |
| 050551                        | JESUTOFARATI AJALA   | 217JAJALA  | 0 | 2024                       | 5               | INV P   | 60.00     | 022924 | 301387 YOUTH BASKETBALL FE |
| 050554                        | ABDURRAHMAN OYEDIRAH | AO21122    | 0 | 2024                       | 5               | INV P   | 40.00     | 022924 | 301304 YOUTH BASKETBALL FE |
| 050578                        | DOMONIQUE ROGERS     | DR21122    | 0 | 2024                       | 5               | INV P   | 75.00     | 022924 | 301349 YOUTH BASKETBALL FE |
| 050579                        | MARLANA MOORE        | MM21122    | 0 | 2024                       | 5               | INV P   | 75.00     | 022924 | 301399 YOUTH BASKETBALL FE |
| ACCOUNT TOTAL                 |                      |            |   |                            |                 |         | 1,405.00  |        |                            |
| 002315                        | 604900               |            |   | OTHER PROFESSIONAL SERV.   |                 |         |           |        |                            |
| 002540                        | CONNER, TOBARRA      | TC21320    | 0 | 2024                       | 5               | INV P   | 150.00    | 022924 | 301339 ADULT BASKETBALL SC |
| 002965                        | GUTHRIE, JONI S      | JG21122    | 0 | 2024                       | 5               | INV P   | 180.00    | 022924 | 301374 LOW IMPACT AEROBICS |
| 003313                        | KETTLEY, ANNETTE     | AK21320    | 0 | 2024                       | 5               | INV P   | 150.00    | 022924 | 301389 ADULT BASKETBALL SC |
| 003958                        | POWELL, RANDY        | RP21322    | 0 | 2024                       | 5               | INV P   | 285.00    | 022924 | 301444 ADULT BASKETBALL ST |
| 050100                        | P.A.S.S. SECURITY LL | 000596     | 0 | 2024                       | 5               | INV P   | 500.00    | 022924 | 301435 ADULT BASKETBALL SE |

| YEAR/PERIOD: 2024/5 TO 2024/5    |                    | ACCOUNT/VENDOR | INVOICE      | PO | YEAR/PR     | TYP | S     | WARRANT   | CHECK     | DESCRIPTION                |
|----------------------------------|--------------------|----------------|--------------|----|-------------|-----|-------|-----------|-----------|----------------------------|
| 050521                           | OWENS ZACHARY      |                | Z021122      | 0  | 2024        | 5   | INV P | 390.00    | 022924    | 301434 YOUTH BASKETBALL FE |
| 050543                           | MINOR, KATHRYN     |                | KM21522      | 0  | 2024        | 5   | INV P | 50.00     | 022924    | 301406 FULL-BODY WORKOUT C |
| 050549                           | ABDUL ARIKEWUYO    |                | AA21023      | 0  | 2024        | 5   | INV P | 30.00     | 022924    | 301303 YOUTH BASKETBALL FE |
| 050549                           | ABDUL ARIKEWUYO    |                | AA217        | 0  | 2024        | 5   | INV P | 40.00     | 022924    | 301303 YOUTH BASKETBALL FE |
|                                  |                    |                |              |    |             |     |       | 70.00     |           |                            |
| 050551                           | JESUTOFARATI AJALA |                | AJ21122      | 0  | 2024        | 5   | INV P | 60.00     | 022924    | 301387 YOUTH BASKETBALL FE |
| 050553                           | SHELBY REAMS       |                | SR21122      | 0  | 2024        | 5   | INV P | 60.00     | 022924    | 301460 YOUTH BASKETBALL FE |
| ACCOUNT TOTAL                    |                    |                |              |    |             |     |       | 1,895.00  |           |                            |
| 002315                           | 630500             |                |              |    | ELECTRICITY |     |       |           |           |                            |
| 003700                           | MS POWER COMPANY   |                | E2024-20 FEB | 0  | 2024        | 5   | INV P | 10,833.78 | 022924    | 301412 MISSISSIPPI POWER-  |
| ACCOUNT TOTAL                    |                    |                |              |    |             |     |       | 10,833.78 |           |                            |
| ORG 002315 TOTAL                 |                    |                |              |    |             |     |       | 14,558.88 |           |                            |
| FUND 002 PARKS & RECREATION FUND |                    |                |              |    |             |     |       | TOTAL:    | 71,366.55 |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5           |                     |         |                            |         |       |                  |        |             |                    |
|-----------------------------------------|---------------------|---------|----------------------------|---------|-------|------------------|--------|-------------|--------------------|
| ACCOUNT/VENDOR                          |                     | INVOICE | PO                         | YEAR/PR | TYP S | WARRANT          | CHECK  | DESCRIPTION |                    |
| 005160                                  |                     |         | H.M.F.P.FUND-FIRE DIVISION |         |       |                  |        |             |                    |
| 005160 735500                           |                     |         | COMMUNICATION EQUIPMENT    |         |       |                  |        |             |                    |
| 050542                                  | LOCALITY MEDIA, INC | 4697    | 2401935                    | 2024 5  | INV P | 18,700.00        | 022924 | 301396      | HFD FIRE REPORTING |
| ACCOUNT TOTAL                           |                     |         |                            |         |       | 18,700.00        |        |             |                    |
| ORG 005160 TOTAL                        |                     |         |                            |         |       | 18,700.00        |        |             |                    |
| FUND 005 HATT.MUNICIPAL FIRE PROTECTION |                     |         |                            |         |       | TOTAL: 18,700.00 |        |             |                    |

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |                |                                |         |     |       |           |        |                            |
|-------------------------------|----------------------|----------------|--------------------------------|---------|-----|-------|-----------|--------|----------------------------|
| ACCOUNT/VENDOR                |                      | INVOICE        | PO                             | YEAR/PR | TYP | S     | WARRANT   | CHECK  | DESCRIPTION                |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 009660                        |                      |                | W&S O&M-CUSTOMER ACCT. DIV.    |         |     |       |           |        |                            |
| 009660 630000                 |                      |                | GAS                            |         |     |       |           |        |                            |
| 004321                        | SPIRE                | G5024-15 FEB   | 0                              | 2024    | 5   | INV P | 383.86    | 022924 | 301474 SPIRE-(MILMUT GAS)  |
| ACCOUNT TOTAL                 |                      |                |                                |         |     |       | 383.86    |        |                            |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 009660 635000                 |                      |                | BUILDING R&M                   |         |     |       |           |        |                            |
| 002905                        | GILLILANDS ELECTRONI | 13548          | 0                              | 2024    | 5   | INV P | 628.94    | 022924 | 301368 INSTALL EXTRA COMPU |
| ACCOUNT TOTAL                 |                      |                |                                |         |     |       | 628.94    |        |                            |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 009660 687000                 |                      |                | CUSTODIAL SERVICE              |         |     |       |           |        |                            |
| 050419                        | SCRUB HUB LLC        | 2              | 2401114                        | 2024    | 5   | INV P | 432.72    | 022924 | 301458 TWO-QUOTE JANITORIA |
| ACCOUNT TOTAL                 |                      |                |                                |         |     |       | 432.72    |        |                            |
| ORG 009660 TOTAL              |                      |                |                                |         |     |       | 1,445.52  |        |                            |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 009672                        |                      |                | W&S O&M-WATER TRANSMISSION DIV |         |     |       |           |        |                            |
| 009672 559000                 |                      |                | OTHER OPERATING MATL/SPLY      |         |     |       |           |        |                            |
| 003685                        | MS GRASS NURSERY     | 4075           | 2401993                        | 2024    | 5   | INV P | 240.00    | 022924 | 301407 CENTIPEDE SOD FOR W |
| ACCOUNT TOTAL                 |                      |                |                                |         |     |       | 240.00    |        |                            |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 009672 561000                 |                      |                | PLUMBING SUPPLIES              |         |     |       |           |        |                            |
| 002442                        | CENTRAL PIPE SUPPLY  | S100363741-001 | 2401930                        | 2024    | 5   | INV P | 5,550.00  | 022924 | 301330 STANDARD PVC METER  |
| 002559                        | CORE & MAIN (HD SUPP | S284584        | 2301438                        | 2024    | 5   | INV P | 3,634.00  | 022924 | 301340 WAREHOUSE STOCK FOR |
| 002559                        | CORE & MAIN (HD SUPP | U279282        | 2400750                        | 2024    | 5   | INV P | 721.68    | 022924 | 301340 WAREHOUSE STOCK (BR |
| 002559                        | CORE & MAIN (HD SUPP | U390083        | 2400750                        | 2024    | 5   | INV P | 226.68    | 022924 | 301340 WAREHOUSE STOCK (BR |
|                               |                      |                |                                |         |     |       | 4,582.36  |        |                            |
| ACCOUNT TOTAL                 |                      |                |                                |         |     |       | 10,132.36 |        |                            |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 009672 570000                 |                      |                | MTR VEHICLE REP. PTS/SPL       |         |     |       |           |        |                            |
| 003861                        | PATTERSON AUTO ELECT | 82246          | 2401929                        | 2024    | 5   | INV P | 811.32    | 022924 | 301437 REPAIRS TO UNIT # 1 |
| 003861                        | PATTERSON AUTO ELECT | 82253          | 2401959                        | 2024    | 5   | INV P | 1,067.16  | 022924 | 301437 REPAIRS TO UNIT # 2 |
|                               |                      |                |                                |         |     |       | 1,878.48  |        |                            |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 050371                        | PINE BELT FLEET      | 885            | 2401921                        | 2024    | 5   | INV P | 1,104.83  | 022924 | 301440 REPAIRS TO UNIT # 2 |
| ACCOUNT TOTAL                 |                      |                |                                |         |     |       | 2,983.31  |        |                            |
| ORG 009672 TOTAL              |                      |                |                                |         |     |       | 13,355.67 |        |                            |
|                               |                      |                |                                |         |     |       |           |        |                            |
| 009673                        |                      |                | W&S O&M-WATER PLANT DIVISION   |         |     |       |           |        |                            |
| 009673 559000                 |                      |                | OTHER OPERATING MATL/SPLY      |         |     |       |           |        |                            |
| 003987                        | PUCKETT RENTS        | 1021942-0001   | 2401850                        | 2024    | 5   | INV P | 400.00    | 022924 | 301447 10.5 GAL DEWALT SHO |



INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                        |                |     | INVOICE |      | PO | YEAR/PR                  | TYP | S         | WARRANT   | CHECK  | DESCRIPTION         |
|-------------------------------|------------------------|----------------|-----|---------|------|----|--------------------------|-----|-----------|-----------|--------|---------------------|
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 400.00    |        |                     |
| 009673                        | 630500                 |                |     |         |      |    | ELECTRICITY              |     |           |           |        |                     |
| 003700                        | MS POWER COMPANY       | E2024-20       | FEB | 0       | 2024 | 5  | INV                      | P   | 12,280.91 | 022924    | 301412 | MISSISSIPPI POWER-  |
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 12,280.91 |        |                     |
| 009673                        | 638300                 |                |     |         |      |    | GENERATOR R&M            |     |           |           |        |                     |
| 002672                        | DOLEAC ELECTRIC CO I   | TCCS-X2        |     | 2401586 | 2024 | 5  | INV                      | P   | 915.00    | 022924    | 301348 | BLOCK HEATER AT TUR |
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 915.00    |        |                     |
| 009673                        | 638400                 |                |     |         |      |    | MOTOR VEHICLE EQ. R&M    |     |           |           |        |                     |
| 003861                        | PATTERSON AUTO ELECT   | 82221          |     | 2401992 | 2024 | 5  | INV                      | P   | 250.00    | 022924    | 301437 | REPAIRS TO UNIT # 2 |
| 003861                        | PATTERSON AUTO ELECT   | 82246          |     | 2401929 | 2024 | 5  | INV                      | P   | 812.50    | 022924    | 301437 | REPAIRS TO UNIT # 1 |
| 003861                        | PATTERSON AUTO ELECT   | 82253          |     | 2401959 | 2024 | 5  | INV                      | P   | 875.00    | 022924    | 301437 | REPAIRS TO UNIT # 2 |
|                               |                        |                |     |         |      |    |                          |     |           | 1,937.50  |        |                     |
| 050371                        | PINE BELT FLEET        | 885            |     | 2401921 | 2024 | 5  | INV                      | P   | 973.00    | 022924    | 301440 | REPAIRS TO UNIT # 2 |
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 2,910.50  |        |                     |
| ORG 009673 TOTAL              |                        |                |     |         |      |    |                          |     |           | 16,506.41 |        |                     |
| 009676                        | W&S O&M-SEWER DIVISION |                |     |         |      |    |                          |     |           |           |        |                     |
| 009676                        | 561000                 |                |     |         |      |    | PLUMBING SUPPLIES        |     |           |           |        |                     |
| 002442                        | CENTRAL PIPE SUPPLY    | S100363520-001 |     | 2401347 | 2024 | 5  | INV                      | P   | 880.77    | 022924    | 301330 | WAREHOUSE STOCK FOR |
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 880.77    |        |                     |
| 009676                        | 570000                 |                |     |         |      |    | MTR VEHICLE REP. PTS/SPL |     |           |           |        |                     |
| 002646                        | DELK'S TIRE SALES AN   | 44973          |     | 2402010 | 2024 | 5  | INV                      | P   | 283.50    | 022924    | 301345 | TIRES FOR UNIT # 21 |
| 003861                        | PATTERSON AUTO ELECT   | 82243          |     | 2401920 | 2024 | 5  | INV                      | P   | 127.59    | 022924    | 301437 | REPAIRS TO UNIT # 2 |
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 411.09    |        |                     |
| 009676                        | 630000                 |                |     |         |      |    | GAS                      |     |           |           |        |                     |
| 004321                        | SPIRE                  | G5024-15       | FEB | 0       | 2024 | 5  | INV                      | P   | 1,402.00  | 022924    | 301474 | SPIRE-(MILMUT GAS)  |
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 1,402.00  |        |                     |
| 009676                        | 630500                 |                |     |         |      |    | ELECTRICITY              |     |           |           |        |                     |
| 003700                        | MS POWER COMPANY       | E2024-20       | FEB | 0       | 2024 | 5  | INV                      | P   | 3,910.92  | 022924    | 301412 | MISSISSIPPI POWER-  |
| 004282                        | SOUTHERN PINE ELECTR   | E2024-03.07.24 |     | 0       | 2024 | 5  | INV                      | P   | 163.02    | 022924    | 301470 | LIFT STA-RAWLS SPGS |
| 004282                        | SOUTHERN PINE ELECTR   | E2024-2/16     |     | 0       | 2024 | 5  | INV                      | P   | 1,004.34  | 022924    | 301470 | SOUTHERN PINE ELECT |
|                               |                        |                |     |         |      |    |                          |     |           | 1,167.36  |        |                     |
| ACCOUNT TOTAL                 |                        |                |     |         |      |    |                          |     |           | 5,078.28  |        |                     |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |        | ACCOUNT/VENDOR       |              | INVOICE | PO      | YEAR/PR | TYP | S     | WARRANT   | CHECK  | DESCRIPTION                |
|-------------------------------|--------|----------------------|--------------|---------|---------|---------|-----|-------|-----------|--------|----------------------------|
| 009676                        | 638400 |                      |              |         |         |         |     |       |           |        |                            |
|                               | 003861 | PATTERSON AUTO ELECT | 82243        |         | 2401920 | 2024    | 5   | INV P | 250.00    | 022924 | 301437 REPAIRS TO UNIT # 2 |
|                               |        |                      |              |         |         |         |     |       | 250.00    |        |                            |
|                               |        |                      |              |         |         |         |     |       | 8,022.14  |        |                            |
| 009677                        |        |                      |              |         |         |         |     |       |           |        |                            |
|                               | 009677 | 513000               |              |         |         |         |     |       |           |        |                            |
|                               | 002094 | ALLIED UNIVERSAL COR | I2917548     |         | 2401844 | 2024    | 5   | INV P | 16,270.00 | 022924 | 301309 CHLORINE & SULFUR D |
|                               | 002094 | ALLIED UNIVERSAL COR | I2917549     |         | 2401944 | 2024    | 5   | INV P | 11,730.00 | 022924 | 301309 CHLORINE & SULFUR D |
|                               |        |                      |              |         |         |         |     |       | 28,000.00 |        |                            |
|                               |        |                      |              |         |         |         |     |       | 28,000.00 |        |                            |
| 009677                        | 602500 |                      |              |         |         |         |     |       |           |        |                            |
|                               | 004599 | WATKINS & EAGER      | 432069       |         | 0       | 2024    | 5   | INV P | 4,152.50  | 022924 | 301496 RE:ENVIRONMENTAL MA |
|                               |        |                      |              |         |         |         |     |       | 4,152.50  |        |                            |
| 009677                        | 630500 |                      |              |         |         |         |     |       |           |        |                            |
|                               | 003700 | MS POWER COMPANY     | E2024-20 FEB |         | 0       | 2024    | 5   | INV P | 488.36    | 022924 | 301412 MISSISSIPPI POWER-  |
|                               |        |                      |              |         |         |         |     |       | 488.36    |        |                            |
|                               |        |                      |              |         |         |         |     |       | 32,640.86 |        |                            |
|                               |        |                      |              |         |         |         |     |       | 71,970.60 |        |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |  |                    |       |    |                             |   |       |          |        |             |       |               |
|-------------------------------|--|--------------------|-------|----|-----------------------------|---|-------|----------|--------|-------------|-------|---------------|
| ACCOUNT/VENDOR                |  | INVOICE            |       | PO | YEAR/PR TYP S               |   |       | WARRANT  | CHECK  | DESCRIPTION |       |               |
| 011000                        |  |                    |       |    | WATER & SEWER BALANCE SHEET |   |       |          |        |             |       |               |
| 011000 115000                 |  |                    |       |    | COLLECTION FEES             |   |       |          |        |             |       |               |
| 002058 ADELA INC              |  | 04020149000        | 12/23 | 0  | 2024                        | 5 | INV P | 1,385.58 | 022924 | 301307      | 12/23 | COLLECTION FE |
| ACCOUNT TOTAL                 |  |                    |       |    |                             |   |       | 1,385.58 |        |             |       |               |
| ORG 011000 TOTAL              |  |                    |       |    |                             |   |       | 1,385.58 |        |             |       |               |
| 011001                        |  |                    |       |    | WATER & SEWER REVENUES      |   |       |          |        |             |       |               |
| 011001 360001                 |  |                    |       |    | RESIDENTIAL WATER-NO TAX    |   |       |          |        |             |       |               |
| 050580 KNIGHT, HATTIE         |  | 47136              |       | 0  | 2024                        | 5 | INV P | 475.76   | 022924 | 301391      |       |               |
| ACCOUNT TOTAL                 |  |                    |       |    |                             |   |       | 475.76   |        |             |       |               |
| ORG 011001 TOTAL              |  |                    |       |    |                             |   |       | 475.76   |        |             |       |               |
| FUND 011                      |  | WATER & SEWER FUND |       |    | TOTAL:                      |   |       | 1,861.34 |        |             |       |               |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5         |  |  |  |                           |      |    |               |           |           |        |                     |
|---------------------------------------|--|--|--|---------------------------|------|----|---------------|-----------|-----------|--------|---------------------|
| 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 221206K   |  |  |  | 0                         | 2024 | 5  | INV P         | 9,222.98  | 022924    | 301362 | MB 2021-306 TAXIWAY |
| 004269 SOUTHERN EARTH SCIEN N23380-02 |  |  |  | 0                         | 2024 | 5  | INV P         | 2,715.00  | 022924    | 301467 | TAXIWAY A REALIGNME |
| ACCOUNT TOTAL                         |  |  |  |                           |      |    |               | 11,937.98 |           |        |                     |
| ORG 039551 TOTAL                      |  |  |  |                           |      |    |               | 11,937.98 |           |        |                     |
| FUND 039 AIRPORT IMPROVEMENT FUND     |  |  |  |                           |      |    |               | TOTAL:    | 11,937.98 |        |                     |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      |                |         |      |                  |          |          |             |                             |
|-------------------------------|----------------------|----------------|---------|------|------------------|----------|----------|-------------|-----------------------------|
| ACCOUNT/VENDOR                | INVOICE              | PO             | YEAR/PR | TYP  | S                | WARRANT  | CHECK    | DESCRIPTION |                             |
| 073570                        |                      |                |         |      |                  |          |          |             | MASS TRANSIT-TRANSPORTATION |
| 073570                        | 525000               |                |         |      |                  |          |          |             | GAS AND OIL                 |
| 004592                        | WASTE OIL COLLECTORS | 0027512        | 2401482 | 2024 | 5 INV P          | 80.00    | 022924   | 301494      | WASTE OIL PICKED UP         |
|                               |                      |                |         |      | ACCOUNT TOTAL    | 80.00    |          |             |                             |
| 073570                        | 638400               |                |         |      |                  |          |          |             | MOTOR VEHICLE EQ. R&M       |
| 003246                        | JERRY'S AUTOMOTIVE R | 22865          | 2400671 | 2024 | 5 INV P          | 1,319.55 | 022924   | 301386      | FRONT END REPAIRS V         |
|                               |                      |                |         |      | ACCOUNT TOTAL    | 1,319.55 |          |             |                             |
| 073570                        | 638501               |                |         |      |                  |          |          |             | BUS EQUIP R&M-FIXED ROUTE   |
| 048314                        | CREATIVE BUS SALES   | RA130000327:01 | 2400232 | 2024 | 5 INV P          | 1,073.26 | 022924   | 301344      | REPAIR WORK ON BUS          |
|                               |                      |                |         |      | ACCOUNT TOTAL    | 1,073.26 |          |             |                             |
| 073570                        | 687000               |                |         |      |                  |          |          |             | CUSTODIAL SERVICE           |
| 050419                        | SCRUB HUB LLC        | 2              | 2401114 | 2024 | 5 INV P          | 432.72   | 022924   | 301458      | TWO-QUOTE JANITORIA         |
|                               |                      |                |         |      | ACCOUNT TOTAL    | 432.72   |          |             |                             |
|                               |                      |                |         |      | ORG 073570 TOTAL | 2,905.53 |          |             |                             |
| FUND 073 MASS TRANSIT FUND    |                      |                |         |      |                  | TOTAL:   | 2,905.53 |             |                             |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5          |                |              |  |                              |               |     |     |         |                   |             |                            |
|----------------------------------------|----------------|--------------|--|------------------------------|---------------|-----|-----|---------|-------------------|-------------|----------------------------|
| ACCOUNT/VENDOR                         |                | INVOICE      |  | PO                           | YEAR/PR TYP S |     |     | WARRANT | CHECK             | DESCRIPTION |                            |
| 075695                                 |                |              |  | W&S CONSTR.-CAPITAL PROJECTS |               |     |     |         |                   |             |                            |
| 075695 729570                          |                |              |  |                              | SRF           | WTR | PLT | #1      | REHAB-PHASE I     |             |                            |
| 047349                                 | HEMPHILL CONST | PAY APP NO 2 |  | 0                            | 2024          | 5   | INV | P       | 157,500.00        | 022924      | 301376 MB 2021-548 WATER P |
| ACCOUNT TOTAL                          |                |              |  |                              |               |     |     |         | 157,500.00        |             |                            |
| ORG 075695 TOTAL                       |                |              |  |                              |               |     |     |         | 157,500.00        |             |                            |
| FUND 075 WATER&SEWER CONSTRUCTION FUND |                |              |  |                              |               |     |     |         | TOTAL: 157,500.00 |             |                            |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      | ACCOUNT/VENDOR |  | INVOICE                     | PO   | YEAR/PR | TYP | S | WARRANT  | CHECK  | DESCRIPTION                |
|-------------------------------|----------------------|----------------|--|-----------------------------|------|---------|-----|---|----------|--------|----------------------------|
| 077650                        |                      |                |  | COMMUNITY CTR-ADMIN/GENERAL |      |         |     |   |          |        |                            |
| 077650                        | 535500               |                |  | WEARING APPAREL             |      |         |     |   |          |        |                            |
| 003216                        | J M H GRAPHICS       | 40992          |  | 2401598                     | 2024 | 5       | INV | P | 221.50   | 022924 | 301383 APPARELL FOR COMMUN |
|                               |                      |                |  | ACCOUNT TOTAL               |      |         |     |   | 221.50   |        |                            |
| 077650                        | 546000               |                |  | MINOR EQUIPMENT             |      |         |     |   |          |        |                            |
| 002714                        | ECONOMY SUPPLY CO    | 117600         |  | 2402073                     | 2024 | 5       | INV | P | 102.75   | 022924 | 301351 MATERIAL FOR REPAIR |
| 003543                        | MCELHANEY PLUMBING I | 300862         |  | 2402064                     | 2024 | 5       | INV | P | 13.95    | 022924 | 301402 MATERIAL TO REPAIR  |
|                               |                      |                |  | ACCOUNT TOTAL               |      |         |     |   | 116.70   |        |                            |
| 077650                        | 561000               |                |  | PLUMBING SUPPLIES           |      |         |     |   |          |        |                            |
| 003543                        | MCELHANEY PLUMBING I | 300344         |  | 2401751                     | 2024 | 5       | INV | P | 23.60    | 022924 | 301402 PLUMBING SUP;1' PRE |
|                               |                      |                |  | ACCOUNT TOTAL               |      |         |     |   | 23.60    |        |                            |
| 077650                        | 604900               |                |  | OTHER PROFESSIONAL SERV.    |      |         |     |   |          |        |                            |
| 002796                        | FASTSIGNS OF HATTIES | 2153-12066     |  | 2401591                     | 2024 | 5       | INV | P | 179.04   | 022924 | 301358 TEMP SIGN PAPER WAR |
| 002905                        | GILLILANDS ELECTRONI | 13536          |  | 0                           | 2024 | 5       | INV | P | 244.98   | 022924 | 301368 INSTALLED NETWORK C |
| 003816                        | ONE TIME WILDLIFE RE | Invoice325430  |  | 0                           | 2024 | 5       | INV | P | 125.00   | 022924 | 301432 ENTRY INSPECTION FO |
|                               |                      |                |  | ACCOUNT TOTAL               |      |         |     |   | 549.02   |        |                            |
| 077650                        | 630500               |                |  | ELECTRICITY                 |      |         |     |   |          |        |                            |
| 003700                        | MS POWER COMPANY     | E2024-20 FEB   |  | 0                           | 2024 | 5       | INV | P | 3,445.12 | 022924 | 301412 MISSISSIPPI POWER-  |
|                               |                      |                |  | ACCOUNT TOTAL               |      |         |     |   | 3,445.12 |        |                            |
| 077650                        | 635000               |                |  | BUILDING R&M                |      |         |     |   |          |        |                            |
| 002154                        | ASSA ABLOY ENTRANCE  | SEI 1594658    |  | 0                           | 2024 | 5       | INV | P | 363.12   | 022924 | 301315 REPLACED CLOSE POSI |
| 004234                        | SMITH, JIM SERVICES  | i93375         |  | 0                           | 2024 | 5       | INV | P | 753.59   | 022924 | 301465 C.E ROY AUDITORIUM  |
| 004234                        | SMITH, JIM SERVICES  | i93444         |  | 0                           | 2024 | 5       | INV | P | 186.50   | 022924 | 301465 JACKIE DOLE REWIRED |
|                               |                      |                |  |                             |      |         |     |   | 940.09   |        |                            |
|                               |                      |                |  | ACCOUNT TOTAL               |      |         |     |   | 1,303.21 |        |                            |
| 077650                        | 637000               |                |  | HOUSEHOLD EQUIPMENT R&M     |      |         |     |   |          |        |                            |
| 050407                        | SPF WINDOW FILMS     | 1946669825     |  | 0                           | 2024 | 5       | INV | P | 350.00   | 022924 | 301473 315 CONTI, BEN MCNA |
|                               |                      |                |  | ACCOUNT TOTAL               |      |         |     |   | 350.00   |        |                            |
| 077650                        | 729523               |                |  | MS ARTS COMMISSION GRANT    |      |         |     |   |          |        |                            |
| 050402                        | GUITAR CENTER STORES | ARINV69557695  |  | 2401032                     | 2024 | 5       | INV | P | 1,319.99 | 022924 | 301373 PROFESSIONAL GUITAR |
| 050402                        | GUITAR CENTER STORES | ARINV69561315  |  | 2401032                     | 2024 | 5       | INV | P | 1,422.91 | 022924 | 301373 PROFESSIONAL GUITAR |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                    |      |         |     |   |         |       |                  |          |
|-------------------------------|--------------------|------|---------|-----|---|---------|-------|------------------|----------|
| ACCOUNT/VENDOR                | INVOICE            | PO   | YEAR/PR | TYP | S | WARRANT | CHECK | DESCRIPTION      |          |
|                               |                    |      |         |     |   |         |       |                  |          |
|                               |                    |      |         |     |   |         |       |                  | 2,742.90 |
|                               |                    |      |         |     |   |         |       | ACCOUNT TOTAL    | 2,742.90 |
|                               |                    |      |         |     |   |         |       | ORG 077650 TOTAL | 8,752.05 |
| FUND 077                      | COMMUNITY CENTERS' | FUND |         |     |   |         |       | TOTAL:           | 8,752.05 |



INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5           |  |  |  |            |  |                   |                       |   |       |         |        |                            |
|-----------------------------------------|--|--|--|------------|--|-------------------|-----------------------|---|-------|---------|--------|----------------------------|
| ACCOUNT/VENDOR                          |  |  |  | INVOICE    |  | PO                | YEAR/PR TYP S         |   |       | WARRANT | CHECK  | DESCRIPTION                |
| 082285                                  |  |  |  |            |  | CDBG-ENTITLEMENTS |                       |   |       |         |        |                            |
| 082285 641000                           |  |  |  |            |  |                   | OFFICE EQUIPMENT RENT |   |       |         |        |                            |
| 004057 RJ YOUNG COMPANY                 |  |  |  | INV6590550 |  | 0                 | 2024                  | 5 | INV P | 206.37  | 022924 | 301453 CONTRACT GY2X00-01, |
| ACCOUNT TOTAL                           |  |  |  |            |  |                   |                       |   |       | 206.37  |        |                            |
| ORG 082285 TOTAL                        |  |  |  |            |  |                   |                       |   |       | 206.37  |        |                            |
| FUND 082 COMMUNITY DEVELOP. BLOCK GRANT |  |  |  |            |  |                   |                       |   |       | TOTAL:  |        | 206.37                     |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5           |         |              |                      |                                |      |      |     |     |               |           |        |           |       |                  |  |
|-----------------------------------------|---------|--------------|----------------------|--------------------------------|------|------|-----|-----|---------------|-----------|--------|-----------|-------|------------------|--|
| ACCOUNT/VENDOR                          |         |              |                      | INVOICE                        |      |      |     | PO  | YEAR/PR TYP S |           |        | WARRANT   | CHECK | DESCRIPTION      |  |
| 086300                                  |         |              |                      | SPEC SALES TAX/RECREATION MAIN |      |      |     |     |               |           |        |           |       |                  |  |
| 086300 7295PR                           |         |              |                      | CAPITAL PROJECTS               |      |      |     |     |               |           |        |           |       |                  |  |
| 003385                                  | LANDRY  | LEWIS        | GERMANY CN           | 22-3922-013                    | 0    | 2024 | 5   | INV | P             | 368.95    | 022924 | 301393    | MB    | 2021-454 JAYCEE  |  |
| 049598                                  | PHOENIX | CONSTRUCTION | JAYCEE PARK IMPR #10 | 0                              | 2024 | 5    | INV | P   |               | 13,729.87 | 022924 | 301439    | MB    | 2022-74 JAYCEE P |  |
| ACCOUNT TOTAL                           |         |              |                      |                                |      |      |     |     |               | 14,098.82 |        |           |       |                  |  |
| ORG 086300 TOTAL                        |         |              |                      |                                |      |      |     |     |               | 14,098.82 |        |           |       |                  |  |
| FUND 086 SPEC SALES TAX P&R/UNIV IMPROV |         |              |                      |                                |      |      |     |     |               | TOTAL:    |        | 14,098.82 |       |                  |  |

INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/5 TO 2024/5 |                      | ACCOUNT/VENDOR              |  | INVOICE                        | PO   | YEAR/PR | TYP | S     | WARRANT   | CHECK  | DESCRIPTION                |
|-------------------------------|----------------------|-----------------------------|--|--------------------------------|------|---------|-----|-------|-----------|--------|----------------------------|
| 087601                        |                      |                             |  | INDUSTRIAL PK-G.O.ACQUISITIONS |      |         |     |       |           |        |                            |
| 087601                        | 600500               |                             |  | ADMINISTRATIVE FEE             |      |         |     |       |           |        |                            |
| 002143                        | AREA DEVELOPMENT PAR | 459                         |  | 0                              | 2024 | 5       | INV | P     | 875.00    | 022924 | 301313 ADMIN FEE-QE 3/31/2 |
|                               |                      |                             |  | ACCOUNT TOTAL                  |      |         |     |       | 875.00    |        |                            |
| 087601                        | 601000               |                             |  | AUDITING AND ACCOUNTING        |      |         |     |       |           |        |                            |
| 004442                        | TMH                  | 232905                      |  | 0                              | 2024 | 5       | INV | P     | 7,950.00  | 022924 | 301482 AUDITED FINANCIAL S |
|                               |                      |                             |  | ACCOUNT TOTAL                  |      |         |     |       | 7,950.00  |        |                            |
| 087601                        | 602500               |                             |  | LEGAL                          |      |         |     |       |           |        |                            |
| 004171                        | SHEMPER, MICHAEL J P | 156                         |  | 0                              | 2024 | 5       | INV | P     | 2,406.25  | 022924 | 301461 LEGAL SERVICES THRO |
| 004677                        | WISE CARTER CHILD &  | 241372                      |  | 0                              | 2024 | 5       | INV | P     | 2,825.00  | 022924 | 301499 LEGAL SERVICES THRO |
|                               |                      |                             |  | ACCOUNT TOTAL                  |      |         |     |       | 5,231.25  |        |                            |
|                               |                      |                             |  | ORG 087601                     |      |         |     | TOTAL | 14,056.25 |        |                            |
| FUND 087                      |                      | INDUSTRIAL PARK DEVELOPMENT |  | TOTAL:                         |      |         |     |       | 14,056.25 |        |                            |

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City of Hattiesburg, MS  
A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

| FUND                               | DUE TO       | DUE FR       |
|------------------------------------|--------------|--------------|
| 001 General Fund                   |              | 1,181,933.68 |
| 002 PARKS & RECREATION FUND        |              | 71,366.55    |
| 005 HATT.MUNICIPAL FIRE PROTECTION |              | 18,700.00    |
| 009 WATER & SEWER OPERATION/MAINT. |              | 71,970.60    |
| 011 WATER & SEWER FUND             |              | 1,861.34     |
| 039 AIRPORT IMPROVEMENT FUND       |              | 11,937.98    |
| 073 MASS TRANSIT FUND              |              | 2,905.53     |
| 075 WATER&SEWER CONSTRUCTION FUND  |              | 157,500.00   |
| 077 COMMUNITY CENTERS' FUND        |              | 8,752.05     |
| 082 COMMUNITY DEVELOP. BLOCK GRANT |              | 206.37       |
| 086 SPEC SALES TAX-P&R/UNIV IMPROV |              | 14,098.82    |
| 087 INDUSTRIAL PARK DEVELOPMENT    |              | 14,056.25    |
| 801 CLAIMS FUND                    |              |              |
|                                    | 1,555,289.17 |              |
|                                    | -----        | -----        |
| TOTAL                              | 1,555,289.17 | 1,555,289.17 |

\*\* END OF REPORT - Generated by Sherry Jackson \*\*