



**Tuesday, August 20, 2024
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

- **Agenda Adjustments – Add Policy Item #27 at the request of the Administration as follows:**

27. **2024-416** Adopt a Resolution approving the MS Department of Public Safety, Office of Highway Safety FY2024 154 Alcohol Grant Agreement in the amount of \$89,119.84 and authorize the Mayor to execute in duplicate.

POLICY AGENDA

1. **2024-408** Approve the minutes for the August 5 & 6, 2024 meetings of the City Council.
2. **2024-258** Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3, 2024.
3. **2024-316** Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 102 South Street from R-1C (Single-family Residential) to B-1 (Professional Business) as requested by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton (Ward 4). The Planning Commission recommended approval on August 7, 2024.
4. **2024-377** Approve a conditional use request for "mixed-use" designation for the property at 102 South Street (Ward 4), submitted by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton. This approval is contingent upon the property's zoning change to B-1. The Planning Commission recommended approval on August 7, 2024.
5. **2024-368** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

6. **2024-403** Adopt the August 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 fund in excess of 10% of the originally appropriated fund balance.
7. **2024-401** Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 38177 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Duff Amusement Company, Inc. related to the 4th Street Pathway Project and authorize issuance of a manual check.
8. **2024-414** Adopt a Resolution approving the revised obligation of the City's ARPA funds for the West 7th Street Infrastructure Improvements project; Authorizing the execution of a construction contract with Grady Crawford Construction Company, Inc. for the same; and for related purposes.
9. **2024-415** Approve Interlocal Agreement between Lamar County, Forrest County and City of Hattiesburg regarding modification and use of Lamar County property as a Crisis Stabilization Unit (CSU) Facility and Approve Resolution authorizing the City of Hattiesburg's contribution for CSU Facility utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg and authorize the Mayor to execute the same.
10. **2024-360** Approve proposal from John B. Stewart, Real Estate Appraiser and Consultant, LLC to provide right-of-way appraisal review services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
11. **2024-361** Approve proposal from Jackson, Tullos & Rogers, PLLC to provide right-of-way acquisition services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
12. **2024-362** Approve proposal from Commercial Appraisals, LLC to provide right-of-way appraisal services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
13. **2024-338** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled 7th and 25th Drainage.
14. **2024-339** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled S 40th Avenue Drainage Improvements.

15. **2024-340** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Gordon's Creek Drainage Improvements Phase I.
16. **2024-341** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Lincoln Road Stormwater Retention Facility.
17. **2024-342** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Unified Neighborhood Infrastructure Improvements.
18. **2024-348** Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Irene Chapel Drainage Improvements.
19. **2024-404** Approve Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the HBG Taxiway Improvement Project (Strategic Multi-Modal Investment Fund Project No. SMIFA-0031-0124) and authorize the Mayor to execute in duplicate.
20. **2024-400** Approve Lighting Agreement with Mississippi Power Company for additional street lighting on Court Street for a monthly increase of \$8.65 and authorize the Mayor to execute the same.
21. **2024-375** Approve Change Order No. 1 with Culpepper Construction & Masonry, LLC related to the Timberton Softball Complex, FEMA Disaster #4295 - Project #44 to add pay items totaling \$243,491.22 and increase the contract time by 60 days; Authorize the Mayor to execute in duplicate.
22. **2024-369** Acknowledge bids received August 6th, 2024 for the West 7th infrastructure Rehabilitation between Providence St & N. Main St and accept the bid from Grady Crawford Construction Company Inc. in the amount of \$3,780,525.50; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

23. **2024-402** Approve a Commercial Lease Agreement between Edwards Property Management, the City of Hattiesburg and the Lamar County Board of Supervisors for a term beginning September 1, 2024, through August 31, 2025; approve payment of invoice by manual check and authorize the Mayor to execute the same.

24. **2024-375** Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize Mayor to execute and issuance of manual check.

25. **2024-372** Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum.

26. **2024-374** Authorize the acceptance of award from the Mississippi Office of Homeland Security in the amount of \$5,200.00.

ROUTINE AGENDA

1. **2024-376** Ratify a Service Master Agreement between the City of Hattiesburg and Broaddus and Associates, Inc. providing disaster consulting services to the City of Hattiesburg.

2. **2024-373** Ratify lighting agreement with Mississippi Power for lighting on West Pine Street at a monthly cost of \$22.58.

3. **2024-378** Acknowledge the recording of the final plat for Vintage Spring Subdivision Phase III Block A and B.

4. **2024-412** Acknowledge receipt of the monthly budget report for the month ending July 31, 2024.

5. **2024-413** Acknowledge bid received on July 25, 2024, from Truckworx for one or more chassis mounted 24- yard automated side loading refuse collection truck and reject bid due to the vendor not meeting all specifications; authorize re-advertisement for same.

6. **2024-371** Approve the City's purchase of (3) Three grave spaces located in Section 25, Lot 105, North Half (N 1/2) of the Southeast Quarter (SE 1/4), and Northeast Quarter (NE 1/4) at Highland Cemetery, Minute Book# 2002, Page 5/469-480, in the amount of \$525.00 from Coni A. Ferguson, Authorize manual check for the same.

7. **2024-370** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

8. **2024-411** Approve claims docket for the period ending August 16, 2024.

In Memoriam:

- Brigadier General Robert C. Trimble
- Mrs. Nettie Farris

Meeting Adjourn

FY25 MOHS GRANT AGREEMENT

MS Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: City of Hattiesburg Hattiesburg Police Department 701 James Street Hattiesburg, MS 39401 Telephone Number: (601) 544-7900 E-Mail: gmtw@hattiesburgms.com		2. Effective Date of Grant: October 1, 2024				
		3. Subgrant Number: 154AL-2025-ST-21-51				
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY25				
		5. Beginning and Ending Dates: October 1, 2024 – September 30, 2025				
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method				
7. CFDA # - 20.607		8. UEI # - N4XZJLJ9AVM1		9. Congressional District: 4		
10. A:FAIN #: 69A37521300001540MSA 69A37522300001540MSA		11.A: Initial Federal Award Date: 1/19/2021 5/16/2022		11.C: Additional Federal Award Date:		
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ____ Yes <u> X </u> No Continuation Grant: <u> X </u> Yes ____ No		
13. The following funds are obligated:						
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH		D. RATIO%
(1) Personal Services-Salary	\$89,119.84	(1) Federal	\$89,119.84			
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$0.00	(3) Local				
(4) Travel	\$0.00	(4) Other				
(5) Equipment	\$0.00	Total:	\$89,119.84			
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:				
(7) Indirect Costs	\$0.00	Number of Grants: 1	154AL			TOTAL
TOTAL	\$89,119.84	TOTAL:	\$89,119.84	\$0.00	\$0.00	\$89,119.84
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.						
14. Approved for Grantee:			15. Approved for Sub-Grantee:			
Signature _____ Date _____			Signature _____ Date _____			
Name: Helen Porter Title: Office Director, MS Office of Highway Safety			Name: Toby Barker Title: Mayor, City of Hattiesburg			

FY25 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY25.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries part time and full-time that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY25 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Hattiesburg/Hattiesburg Police Department

List the target(s) that the sub-grantee will accomplish during the FY25 grant year. Performance measures should be set to help the sub-grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of alcohol related fatalities from 2 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of Hattiesburg Police Department will reduce the number of alcohol related injuries from 15 in 2021 to 0 by the end of 2025.

Performance Measures:

Issue 107 grant funded DUI Arrest in FY25.

Strategies:

Select or Hire Individual Officers

Overtime Enforcement

SFST Instructor

7 Checkpoints

7 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY25 MOHS TASKS BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS									
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List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 3 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of **28** DUI Arrest during quarter, to reach a goal of **107** for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$22,279.96

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than **1** checkpoints during quarter.

Conduct not less than **1** saturation patrols during quarter.

Issue a minimum of **26** DUI Arrest during quarter, to reach a goal of **107** for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$22,279.96

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 26 DUI Arrest during quarter, to reach a goal of 107 for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$22,279.96

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Hattiesburg/Hattiesburg Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of 27 DUI Arrest during quarter, to reach a goal of 107 for FY2025.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$22,279.96

FY25 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Hattiesburg/Hattiesburg Police Department				
2. Subgrant Number: 154AL-2025-ST-21-51	3. Grant ID: 154 Alcohol	4. Beginning: October 1, 2024	5. Ending: September 30, 2025	
6. Activity: DUI Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$26.44 per hour X @ approx. 2236 hrs = \$59,114.84	\$89,119.84		\$89,119.84
	Officers over-time or regular time above and beyond normal work hours @ approx. \$25.00 per hour X @ approx 1200 hrs = \$30,000.00			
	Total Salaries = \$89,119.84			

TOTALS	\$89,119.84	\$0.00	\$89,119.84
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Mississippi Office of Highway Safety

FY25 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
 - B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
 - C. It is also understood, pursuant to 2 CFR 200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, the pass-through entity, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal Award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
 - D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the
- FY25 MOHS Grant Agreement

right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.

- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

- The Sub-grantee must return original copies of agreements, modifications, and revisions to MOHS physical address. All original documents require an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.). MOHS will not accept a secondary signatory official signature or initials.
- In the fully executed grant agreement, the Cost Summary Support Sheet details all allowable cost for which MOHS approved and will reimburse an agency. Any cost not listed in the fully executed grant agreement and/or an approved modification/revision will not be reimbursed.
- All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302. from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.
- No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety signed by the Authorized Signatory Official. Changes to the Agreement will not be effective, until both parties have executed the modification.

- B. Any change to out-of-state travel approved in the Grant Agreement, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
 - In State Travel – Hotel rates must be based on DFA travel policy for State agencies. Non-State agencies hotel rates must follow the agency’s current travel policy.
 - Meal cost, taxes, and fees (credit card, delivery, service, etc.) are approved cost included in the allocated amount under travel in the grant agreement. Because these costs are associated with travel and needed to carry out project activities, they are considered allowable, reimbursable cost for meals. The amount allowed for individual meals should not exceed the daily maximum reimbursement rate approved in the grant agreement.
 - Fares, fees, and surcharges for taxi, shuttle, airport transportation services, ride sharing services (Uber, Lyft, etc.) to and from a hotel are allowable and require an itemized receipt. The amount allowed for transportation should not exceed the maximum reimbursement amount approved in the grant agreement. Fuel surcharges are only allowable on any ride sharing service if no surcharges are applied for paying with a credit card.
 - MOHS reimburse travel according to Section 25-3-41, Mississippi Code of 1972, establishes guidelines for travel reimbursement of the State of Mississippi, and of any department, institution, board or commission thereof. It also provides that the Mississippi Department of Finance and Administration (DFA) shall promulgate rules and regulations to effectuate economies for all expenses authorized under this section. All rules and regulations contained herein apply to all MOHS sub-grantees.
- C. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- D. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- E. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (60) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- F. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.
- G. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

- H. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- I. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal and/or vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- J. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- K. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- L. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- M. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
 - The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.

- H. Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- I. Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.
- J. Project Commencement: Unless otherwise indicated within the grant agreement, sub-grantee program activity will begin within **(30) days of the approved start date**, after signed approval of the grant agreement by the MOHS Director. If program activity does not begin within this time period, the program may be subject to cancellation and funds may be reallocated.

VI. UNALLOWABLE COST

The provisions stated in the following section serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|------------------------|
| • Desk | • Credenza | • Storage Cabinet |
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor covering | • Draperies & Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |
- Land (except for Section 2010 motorcycle safety grant funds used to purchase facilities which includes the purchase of land.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available.)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds. (23 U.S.C. 402(c)(4)(A) and 23 CFR Part 1300.13(c)).
- Radars or other speed measuring devices using Impaired Driving Countermeasures and Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training or the salary of the individual's replacement (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for law enforcement attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable except as provided in 2 CFR 200.475 Travel Cost. (Reference 2 CFR 200.444 and 2 CFR 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable. (Reference 2 CFR 200.423).
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and
 - (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.

- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are **not** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is **not** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES **FEDERAL CERTIFICATIONS AND ASSURANCES**

NONDISCRIMINATION **(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not

suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- i. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- ii. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

- iii. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- iv. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- v. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
- vi. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- vii. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- viii. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- ix. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The Sub-Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.
4. Sub-Grantee **will engage** in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a blitz form reporting the total number of checkpoints, saturation patrols, arrests and other

citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Compliance

High Visibility Enforcement (HVE) and Public Information and Education (PI&E)

Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154),

and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired activities must comply with the following:

- Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired enforcement to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
- Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and **will include Thursday, Friday, Saturday and Sunday.**
- Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and **will include Thursday, Friday, Saturday, and Sunday.**
- Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.
- Specific DUI/Impaired activities in which the Individual Officer(s) (if applicable) and/or other officers assigned to work enforcement **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
- The Sub-Grantee must participate in the National Drive Sober or Get Pulled Over campaigns endorsed by the National Highway Traffic Safety Administration.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
- The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the State campaigns.
- The Sub-Grantee **will generate** earned media (example: press conference, tv, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 154 Alcohol and 405d Alcohol and Drug Impaired Driving grant funds must participate in the National Blitz Campaigns for Drive Sober or Get Pulled Over with enhanced DUI enforcement.

National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Christmas/ New Year's
 National Drive Sober or Get Pulled Over campaign with enhanced enforcement: Labor Day
 State blitz campaigns with enhanced enforcement: Super Bowl, Memorial Day, 4th of July

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Drive Sober or Get Pulled Over campaigns and State campaigns and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE) and Public Information and Education (PI&E)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement and State agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service activities must comply with the following:

- Occupant Protection/Police Traffic Services activities which STEP officers working overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.
- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

Blitz Campaigns – Enforcement Grant: Sub-grantees are to conduct enhanced enforcement during blitz periods based on their funding source. Each sub-grantee funded under 402 Occupant Protection and Police Traffic Services grant funds must participate in the National Blitz Campaigns for Click It or Ticket with enhanced OP or PTS enforcement.

National Click It or Ticket campaign with enhanced enforcement: Memorial Day

State blitz campaigns with enhanced enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

Blitz Campaigns – PI&E Grant: Sub-grantees are to collaborate with law enforcement for the National Click It or Ticket campaign, State campaigns and Child Passenger Safety week and generate earned media with at least one (1) newspaper, television, social media or radio presentation.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC)*. Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors*. An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors*. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient*. Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent A-133 audit with the Grant Application. If an agency doesn't meet the A-133 audit requirement, MOHS requires a financial audit with the submission of the Grant Application. An agency that receives an updated audit during the grant year is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

**CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that “recipient” means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency’s emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Hattiesburg **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official’s Signature (Mayor, Board President, Commissioner, Director)	Date
Toby Barker	8/20/2024 Mayor
Print Authorizing Official’s Name	Authorizing Official’s Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Hattiesburg **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

	8/20/2024
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Toby Barker	Mayor
Print Authorizing Official's Name	Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the City of Hattiesburg
(Governing Body of Unit of Government)

Herein called the “**SUB-GRANTEE**” has thoroughly considered the problem addressed in the application (Program Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE City of Hattiesburg
(Governing Body of Unit of Government)

IN THE JURISDICTION Hattiesburg **MISSISSIPPI, THIS** 20th **Day of**
August, **20** 24

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Mayor Toby Barker is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 89,119.84 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Mayor Toby Barker
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: 8/20/2024

Seal (City/County Seal is required)

Attest: _____

By: Kermas Eaton, City Clerk
(Blue Ink)

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) City of Hattiesburg has authorized and approved (print designated secondary signatory official name) Lisa Hanson to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Lisa Hanson Title: Comptroller
(Designated Secondary Signatory Official)

Organization Name: City of Hattiesburg

Mailing Address: P.O. Box 1898

City: Hattiesburg Zip Code: 39403-1898

Telephone Number: (601) 554-1034 Cellular Number: ()

Email Address: lhanson@hattiesburgms.com

Signature of Designated Secondary Signatory Official:

Appointed by Authorizing Official: Toby Barker Date: 8/20/2024
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: Title: Mayor
(Authorizing Official)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

All recipients of MOHS federal grant funds must be able to track funds under the requirements of 2CFR 200.302 from the initial expense to the final receipt of reimbursement and provide documentation to back-up the amount spent with federal grant funds.

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

8/20/2024

**Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)**

Date

Toby Barker

Mayor

Print Authorizing Official's Name

Authorizing Official's Title



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu Jolly, Deputy Clerk of Council
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, August 20, 2024
Re: Approve the minutes for the August 5 & 6, 2024 meetings of the City Council.
File Number: 2024-408
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the August 20, 2024 City Council meeting for consideration.

Published Agenda



**Monday, August 5, 2024
4:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Appeal Public Hearing

1. **2024-308** Hold a public hearing for the appeal of a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family lots, Zoned R-1C as requested by Tripperlee, LLC. owner, (PPIN 24175, Ward 4, Forrest County). The Planning Commission recommended to deny.

Agenda Adjustments - Add Policy Item #2-A as follows:

- 2-A. **2024-258** Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024.

Agenda Review

Citizens' Forum

Departmental Budget Presentations

1. **2024-358** Fire Department
2. **2024-357** Parks and Recreation Department
3. **2024-359** Police Department

Work Session

1. **2024-366** Polling Precincts, presented by Chris Watson.

Meeting Recess

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **public hearing at 4:00 p.m. Monday, August 5, 2024**, in Council Chambers at City Hall, for the appeal of a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family lots, Zoned R-1C as requested by Tripperlee, LLC, owner; same being from an adjourned meeting held on July 31, 2024.

Those present included Mayor Toby Barker (in at 4:06 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 and explained the procedures.

Appeal Public Hearing

1. **2024-308** Hold a public hearing for the appeal of a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family lots, Zoned R-1C as requested by Tripperlee, LLC. owner, (PPIN 24175, Ward 4, Forrest County). The Planning Commission recommended to deny.

Attachments: Appeal File

Nathan Satcher, Senior Planner, provided a history of the case.

Steve Tripp, Owner of the Property, spoke on behalf of the appeal.

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

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

By unanimous consent, Council President George **closed the public hearing at 4:18 p.m. and proceeded with the Agenda Review.**

Agenda Adjustments

The Clerk of Council read aloud the agenda adjustments.

Add Policy Item #2-A as follows:

- 2-A. 2024-258** Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Virginia Smith, 200 Tuscan Ave., Apt. A
- Katie Riley, 708 Ellis Ave.

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

Council Vice President Ware closed the Citizen Forum.

Work Session

Council President George proceeded with the Work Session, which included:

- 1. 2024-366** Polling Precincts, presented by Chris Watson.
Attachments: Proposed Precinct Adjustments, Post 2020 Redistricting Cycle, 08-05-2024

Departmental Budget Presentations

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

- 1. 2024-358** Fire Department – Presented by Chief Sherrocko Stewart
Attachments: HFD Budget Presentation, 08-05-2024

2.

2024-357

Parks and Recreation Department – Presented by Director, Betsy Mercier

Attachments:

[Parks and Recreation Budget Presentation, 08-05-2024](#)
3.

2024-359

Police Department – Presented by Chief Hardy Sims

Attachments:

[HPD Budget Presentation, 08-05-2024](#)

Meeting Recess

Council President George declared the **meeting recessed at 5:34 p.m., this 5th day of August, 2024**, by unanimous consent, until the 6th day of August, 2024.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments - add to Routine Item #12, claims docket at the request of the Administration as follows:

R#12. 2024-367 Invoice payable to Twin Forks Rising, in the amount of \$12,000.00 for Mobile Street Festival.

POLICY AGENDA

- | | | |
|-----|----------|---|
| 1. | 2024-334 | Approve the minutes for the July 15, 16 & 31, 2024 meetings of the City Council. |
| 2. | 2024-174 | Approve a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13 th Avenue into two lots to create two single-family lots, Zoned R-1C as requested by Tripperlee, LLC. owner, (PPIN 24175, Ward 4, Forrest County). The Planning Commission recommended to deny. |
| 2-A | 2024-258 | Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024. |
| 3. | 2024-322 | Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties. |
| 4. | 2024-324 | Adopt a Resolution setting Public Hearing on Tuesday, September 3rd, 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. |
| 5. | 2024-304 | Adopt a Resolution declaring certain equipment as surplus and authorizing the disposal of said vehicles and removal of said equipment from the inventory of the Public Works Department. |
| 6. | 2024-345 | Adopt a Resolution obligating American Rescue Plan Act (ARPA) funds for paving and street repairs as a provision of government services. |
| 7. | 2024-350 | Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 26330 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Brewskys Property, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check. |
| 8. | 2024-352 | Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 35226 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Dearcom Holdings, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check. |
| 9. | 2024-353 | Adopt a Resolution declaring a portion of Lamar County Parcels PPIN 18699 and 31880 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Chers 4 th Street, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check. |
| 10. | 2024-354 | Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 31827 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to PRC Properties, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check. |
| 11. | 2024-355 | Adopt a Resolution declaring a portion of Forrest County Parcels PPIN 31828 and 37137 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Bedi Investments, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check. |
| 12. | 2024-325 | Adopt an amended Resolution determining waiver valuations and just compensation for certain real properties with low fair market values to be acquired in connection with the Innswood Drainage Phase 1 project; authorize the Mayor to execute any and all documents required to complete the transactions and authorize issuance of manual checks. |
| 13. | 2024-321 | Approve a Memorandum of Agreement with the Mississippi Department of Transportation for the Edwards Street Pedestrian Improvements project (STP-7191-00(002)LPA/109560-701000) and authorize the Mayor to execute in duplicate. |
| 14. | 2024-326 | Approve Amendment No. 1 with the Natural Resources Conservation Service for the Emergency Watershed Protection Program Project No. DSR 28-04-23-5319-314 for bank stabilization along areas of Gordon’s Creek and authorizing the Mayor to execute the same. |
| 15. | 2024-351 | Approve a Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi and related services for a term beginning August 1, 2024, and ending July 31, 2025, in the amount of \$95,652.00 and authorize the Mayor to execute the same. |

16.

2024-320

Approve an Agreement between Intevacon and the City of Hattiesburg for a software subscription for the management of fuel cards for the City of Hattiesburg and authorize the Mayor to execute the same.
17.

2024-319

Approve a Renewal Agreement between the City of Hattiesburg and UKG (Kronos) for the workforce employee timekeeping software for a period beginning September 30, 2024, and ending September 29, 2025 and authorize the Mayor to execute the same.
18.

2024-343

Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Public School Athletic Booster Club for advertising as outlined in the attached agreement, in accordance with Mississippi Code § 17-3-1, in the amount of 10,000.00 issuance of a manual check and authorize the Mayor to execute the same.
19.

2024-344

Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Public School District for advertisement as outlined in the attached agreement, in accordance with Mississippi Code § 17-3-1, in the amount of 15,000.00, issuance of a manual check and authorize the Mayor to execute the same.

ROUTINE AGENDA

1.

2024-317

Ratification of acceptance of award from the Mississippi Department of Wildlife, Fisheries, and Parks for the 2024-2025 Youth Participation Initiative Program in the amount of \$2,473.31.
2.

2024-349

Ratification of an executed grant application submitted to the Federal Aviation Administration for the FY 2025 Airport Terminal Program.
3.

2024-323

Acknowledge receipt of an appeal request by Douglas Miller, owner, to the Planning Commission's recommendation to deny a request to requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. The property in question is located at 408 Broadway Drive, PPIN 21766 (Forrest, County, Ward 4) and set a public hearing for September 3rd, 2024.
4.

2024-307

Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt the same for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025; authorize publication of public notice setting a hearing for September 3, 2024, before council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.
5.

2024-337

Acknowledge the final version of the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to the U.S. Department of Housing and Urban Development (HUD).
6.

2024-305

Acknowledge receipt of bids on June 6, 2024, for various term bids for the Water and Sewer Department, and accept the term bids as per recommendation per attached memo.
7.

2024-266

Acknowledge receipt of the two-quote docket.
8.

2024-347

Authorize submission of grant application to the Mississippi Arts Commission (MAC) FY25 Building Fund for the arts.
9.

2024-363

Set a public hearing on the proposed budget and proposed tax levies for fiscal year 2025 for 5:30 p.m. Tuesday, September 3, 2024, in Council Chambers at City Hall; Authorize publication of Notice of Public Hearing.
10.

2024-336

Approve the City's purchase of (6) grave spaces located in Section 16, Lot 55, South Half (S 1/2), and Northeast Quarter (NE 14) at Highland Cemetery, Minute Book# 19, Page 167, in the amount of 300.00 from Patricia A. Darling, Authorize manual check for the same.
11.

2024-335

Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
12.

2024-306

Approve claims docket for the period ending July 31, 2024.

In Memoriam:

- Mrs. Betty Jean Slay Bradley
- Mr. Charles Dempsey Parker
- Ms. Annie Grace Henderson
- Mrs. Ruby Joyce Sanford Craft
- Ms. Annie Grace Henderson
- Dr. Dorothy Gillespie
- Ms. Jacqueline McBride
- Supt. Reuben McSwain, Sr.
- Mr. Perry Delgado
- Ms. Kaffie Ann Robinson

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, August 6, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on August 5, 2024.

Those present included Mayor Toby Barker (in at 5:02 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. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; City staff members; media; and the public. Absent: Deputy Clerk of Council, Lisa Luu Jolly.

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.

Agenda Adjustments

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Add to Routine Item #12, claims docket at the request of the Administration as follows:

- R-12.**

2024-367

Invoice payable to Twin Forks Rising, in the amount of \$12,000.00 for the Mobile Street Festival.

Attachments:

Invoice - Mobile Street Festival

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.**

2024-334

Approve the minutes for the July 15, 16 & 31, 2024 meetings of the City Council.

Attachments:

07-16-2024 Mins.
07-31-2024 SC Mins.
07-15-2024 AR, BP Mins.

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve the minutes for the July 15, 16 & 31, 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. **2024-174** Approve a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family lots, Zoned R-1C as requested by Tripperlee, LLC. owner, (PPIN 24175, Ward 4, Forrest County). The Planning Commission recommended to deny.

Attachments: D1 - Staff Summary - 209 S 13th Ave
 D2 Image Sheet - 209 S 13th Ave
 PH Application 209 S 13th Ave - Tripperlee, LLC
 Statement by Applicant
 Exhibit D-1 - proposed housing design
 Appeal File
 MINUTES June HPC

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Approve a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family lots, Zoned R-1C as requested by Tripperlee, LLC.

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-A **2024-258** Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024.
 [TABLED]

Attachments: A1 - Staff Summary - Big Chicken
 A1 - Image Sheet - Big Chicken
 PH Application with variance application
 Warranty Deed
 BIG CHICK POLE SIGN - site plan

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Take from the table; a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant.

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 Member Brown to Table a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant; until the next City Council meeting (August 20, 2024) based upon the developer's request.

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. **2024-322** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

Attachments: Adjudication Memo 08/06/2024
1. 102 Short Railroad St Adjudication Resolution Pages
2. 134 Ruby Ave Adjudication Resolution Pages
3. 203 5th Ave Adjudication Resolution Pages
4. 237 (241) Short Columbia St Adjudication Resolution Pages
5. 312 W 4th St Adjudication Resolution Pages
6. 505 Mobile St Adjudication Resolution Pages
7. 6563 Hwy 49 Adjudication Resolution Pages

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt Resolutions (#2024-91-97) adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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. **2024-324** Adopt a Resolution setting Public Hearing on Tuesday, September 3rd, 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 uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Request to Set Public Hearing –CE 08 06 2024
 Set Public Hearing Resolution Pages - CE 08 06 2024

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution (#2024-98) setting Public Hearing on Tuesday, September 3rd, 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 uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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

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

5. **2024-304** Adopt a Resolution declaring certain equipment as surplus and authorizing the disposal of said vehicles and removal of said equipment from the inventory of the Public Works Department.

Attachments: Resol.surplus equipment
 Equipment

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-99) declaring certain equipment as surplus and authorizing the disposal of said vehicles and removal of said equipment from the inventory of the Public Works Department.

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. **2024-345** Adopt a Resolution obligating American Rescue Plan Act (ARPA) funds for paving and street repairs as a provision of government services.

Attachments: Resolution Authorizing MLK Street Paving
 Exhibit A - Procurement Documentation

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-100) obligating American Rescue Plan Act (ARPA) funds for paving and street repairs as a provision of government services.

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. **2024-350** Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 26330 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Brewskys Property, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

Attachments: Offer Resolution 26330

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-101) declaring a portion of Forrest County Parcel PPIN 26330 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Brewskys Property, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

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

8. **2024-352** Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 35226 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Dearcom Holdings, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

Attachments: Offer Resolution PPIN 35226

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-102) declaring a portion of Forrest County Parcel PPIN 35226 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Dearcom Holdings, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

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. **2024-353** Adopt a Resolution declaring a portion of Lamar County Parcels PPIN 18699 and 31880 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Chers 4th Street, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

Attachments: Offer Resolution PPIN 18699 & 31880

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-103) declaring a portion of Lamar County Parcels PPIN 18699 and 31880 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Chers 4th Street, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

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. 2024-354** Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 31827 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to PRC Properties, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

Attachments: Offer Resolution PPIN 31827

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-104) declaring a portion of Forrest County Parcel PPIN 31827 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to PRC Properties, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

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. 2024-355** Adopt a Resolution declaring a portion of Forrest County Parcels PPIN 31828 and 37137 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Bedi Investments, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

Attachments: Offer Resolution PPIN 31828 & 37137

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-105) declaring a portion of Forrest County Parcels PPIN 31828 and 37137 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Bedi Investments, LLC related to the 4th Street Pathway Project and authorize issuance of a manual check.

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. 2024-325** Adopt an amended Resolution determining waiver valuations and just compensation for certain real properties with low fair market values to be acquired in connection with the Innswood Drainage Phase 1 project; authorize the Mayor to execute any and all documents required to complete the transactions and authorize issuance of manual checks.

Attachments: Amended Resolution - Innswood Drainage Waiver Valuation

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt an amended Resolution (#2024-106) determining waiver valuations and just compensation for certain real properties with low fair market values to be acquired in connection with the Innswood Drainage Phase 1 project; authorize the Mayor to execute any and all documents required to complete the transactions and authorize issuance of manual checks.

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. **2024-321** Approve a Memorandum of Agreement with the Mississippi Department of Transportation for the Edwards Street Pedestrian Improvements project (STP-7191-00(002)LPA/109560-701000) and authorize the Mayor to execute in duplicate.

Attachments: 109560 - MOA Letter only - Edwards Street - Hattiesburg
109560 - MOA - Edwards Street - Hattiesburg_unexecuted

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve a Memorandum of Agreement with the Mississippi Department of Transportation for the Edwards Street Pedestrian Improvements project (STP-7191-00(002)LPA/109560-701000) 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

14. **2024-326** Approve Amendment No. 1 with the Natural Resources Conservation Service for the Emergency Watershed Protection Program Project No. DSR 28-04-23-5319-314 for bank stabilization along areas of Gordon’s Creek and authorizing the Mayor to execute the same.

Attachments: NRCS_Hattiesburg_Amend 1_Gordons Creek Ph1
Amendment No. 1 with NRCS for emergency watershed protection program - Gordon's Creek bank stabilization

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve Amendment No. 1 with the Natural Resources Conservation Service for the Emergency Watershed Protection Program Project No. DSR 28-04-23-5319-314 for bank stabilization along areas of Gordon’s Creek and authorizing 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

15. **2024-351** Approve a Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi and related services for a term beginning August 1, 2024, and ending July 31, 2025, in the amount of \$95,652.00 and authorize the Mayor to execute the same.

Attachments: USM Fire Protection Agreement 2024

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi and related services for a term beginning August 1, 2024, and ending July 31, 2025, in the amount of \$95,652.00 and authorize the Mayor to execute the same.

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

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

Nays: 0

16. **2024-320** Approve an Agreement between Intevacon and the City of Hattiesburg for a software subscription for the management of fuel cards for the City of Hattiesburg and authorize the Mayor to execute the same.

Attachments: Intevacon Proposal for City of Hattiesburg 6.14.24

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve an Agreement between Intevacon and the City of Hattiesburg for a software subscription for the management of fuel cards for the City of Hattiesburg 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

17. **2024-319** Approve a Renewal Agreement between the City of Hattiesburg and UKG (Kronos) for the workforce employee timekeeping software for a period beginning September 30, 2024, and ending September 29, 2025 and authorize the Mayor to execute the same.

Attachments: 2024-2025 Renewal agreement- Kronos

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve a Renewal Agreement between the City of Hattiesburg and UKG (Kronos) for the workforce employee timekeeping software for a period beginning September 30, 2024, and ending September 29, 2025 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

18. **2024-343** Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Public School Athletic Booster Club for advertising as outlined in the attached agreement, in accordance with Mississippi Code § 17-3-1, in the amount of 10,000.00 issuance of a manual check and authorize the Mayor to execute the same.

Attachments: AD. CONTRACTUAL AGREEMENT BETWEEN HBURG HIGH BOOSTER CLUB

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve a Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Public School Athletic Booster Club for advertising as outlined in the attached agreement, in accordance with Mississippi Code § 17-3-1, in the amount of 10,000.00 issuance of a manual check 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

19. **2024-344** Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Public School District for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in the amount of 15,000.00, issuance of a manual check, and authorize the Mayor to execute the same.

Attachments: CONTRACTUAL AGREEMENT BETWEEN CITY AND HPSD

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Sponsorship Agreement between the City of Hattiesburg and the Hattiesburg Public School District for advertisement sponsorship as outlined in the attached agreement, in accordance with Mississippi 17-3-1, in the amount of 15,000.00, issuance of a manual check, 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

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. 2024-317** Ratification of acceptance of award from the Mississippi Department of Wildlife, Fisheries, and Parks for the 2024-2025 Youth Participation Initiative Program in the amount of \$2,473.31.

Attachments: Award Letter
 Hattiesburg Parks and Rec Youth Archery Agreement
- 2. 2024-349** Ratification of an executed grant application submitted to the Federal Aviation Administration for the FY 2025 Airport Terminal Program

Attachments: HBG ATP Application 2024.07.31
- 3. 2024-323** Acknowledge receipt of an appeal request by Douglas Miller, owner, to the Planning Commission's recommendation to deny a request to requests to appeal section 11.7 the decision of the Urban Development Director on the request for interpretation of the intent or the meaning of the provisions of the Land Development Code. The request is specifically for the definition of a Congregate Care and/or Church instead of a Group facility. The property in question is located at 408 Broadway Drive, PPIN 21766 (Forrest, County, Ward 4) and set a public hearing for September 3rd, 2024.

Attachments: Lighthouse Appeal of July 2024 Decision
- 4. 2024-307** Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt the same for the City of Hattiesburg for the fiscal year beginning October 1, 2024, and ending September 30, 2025; authorize publication of public notice setting a hearing for September 3, 2024, before council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.

Attachments: 2024_2025 Uniform Assessment Schedule FINAL 5.6.24
 MOTOR VEHICLE.DOC 2024-2025
- 5. 2024-337** Acknowledge the final version of the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and authorize submission to the U.S. Department of Housing and Urban Development (HUD).

Attachments: 2023 Hattiesburg CAPER - 7.29.24
- 6. 2024-305** Acknowledge receipt of bids on June 6, 2024, for various term bids for the Water and Sewer Department and accept the term bids as per recommendation per attached memo.

Attachments: #6 Term Bid
 #7 Term Bid
 #8 Term Bid
 #17 Term Bid
 #21 Term Bid
 #23 Term Bid
 Memo

7. **2024-266** Acknowledge receipt of the two-quote docket.

 Attachments: August 7 2024 Agenda
8. **2024-347** Authorize submission of grant application to the Mississippi Arts Commission (MAC) FY25 Building Fund for the arts.

 Attachments: QuestionList
9. **2024-363** Set a public hearing on the proposed budget and proposed tax levies for fiscal year 2025 for 5:30 p.m. Tuesday, September 3, 2024, in Council Chambers at City Hall; Authorize publication of Notice of Public Hearing.

 Attachments: Notice of Public Hearing on Budget Tax Levy FY2025
10. **2024-336** Approve the City's purchase of (6) grave spaces located in Section 16, Lot 55, South Half (S 1/2), and Northeast Quarter (NE 14) at Highland Cemetery, Minute Book# 19, Page 167, in the amount of 300.00 from Patricia A. Darling, Authorize manual check for the same.

 Attachments: Buy Back (Patricia A Darling (08-06-2024)
11. **2024-335** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.

 Attachments: Memos (08-06-2024)
 Receipts (08-06-2024)
 Deeds (08-06-2024)
12. **2024-306** Approve claims docket for the period ending July 31, 2024.

 Attachments: DOCKET 24.07.31
 DT 24.07.31

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 5:13 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 prospective 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 5:14 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 had gone into Executive Session to discuss strategy or negotiations with respect to prospective litigation.

Those present for the Executive Session were Mayor Toby Barker; 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; Police

Chief, Hardy Sims; Director of Engineering and Transportation, Marybeth Bergin; Director of Urban Development, Wiley Quinn; Director of Parks and Recreation, Betsy Mercier; Director of Public Works, Ronnie Perkins; Chief Communications Officer, John Arender; and Clerk of Council, Ronda Kennedy.

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado exit Executive Session and re-open the meeting to the public at 5:32 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.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Add Resolution declaring Zo's Corna as a public nuisance.

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

20. 2024-409 Adopt a Resolution authorizing the City Attorney to bring action in Forrest County Chancery Court to abate the public nuisance operating as Zo's Corna.

Attachments: Resolution - Zos Corna, Public Nuisance

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Adopt a Resolution (#2024-107) authorizing the City Attorney to bring action in Forrest County Chancery Court to abate the public nuisance operating as Zo's Corna.

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

In Memoriam:

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

- Mrs. Betty Jean Slay Bradley
- Mr. Charles Dempsey Parker
- Ms. Annie Grace Henderson
- Mrs. Ruby Joyce Sanford Craft
- Ms. Annie Grace Henderson
- Dr. Dorothy Gillespie
- Ms. Jacqueline McBride
- Supt. Reuben McSwain, Sr.
- Mr. Perry Delgado
- Ms. Kaffie Ann Robinson

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:35 p.m., this 6th day of August, 2024**, by unanimous consent, until the 19th day of August, 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: Nathan Satcher, Planner II, Cory Long, Planning Administrator

cc: Wiley Quinn, Urban Development Director

Date: Tuesday, August 20, 2024

Re: Take from the table; Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024.
File Number: 2024-258
Minute Book #

Summary

Approve a variance request from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 Hwy 98 Hardy Street, as requested by Joel Ford, applicant (PPIN 30851, Ward 3, Lamar County). The Board of Adjustment recommended approval on July 3rd, 2024.

Recommendation Statement

The Board of Adjustment recommended approval on July 3rd, 2024.

Please place this on the August 20, 2024 City Council meeting for consideration.

July 2024 BOA Item: B
Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer
Request for: **Sign Variance**



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer

Address of Property:	Tax Parcel	PPIN:	Ward:
6054 US-98	051N-11-039.001	30851	3

Request: **Sign Variance - Minimum Frontage Requirement**

Purpose of Request: Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer requests a variance from the minimum required frontage of 150 ft for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 US-98 Hardy Street. (PPIN 30851, Ward 3, Lamar County).

History / Background: The applicant met with staff regarding developing a parcel in the rear for a fast-food restaurant, "Big Chicken." The site plan has been approved and permits have been issued for construction, having met all requirements for site plan approval for the B-5 zoning. Signage requires a separate permit and the property needs a minimum of 150 ft street frontage to establish a pole sign for the development.

Before the development of Aldi, and Aspen Dental, a minor subdivision was approved for three parcels in this location for the location. The lot for the proposed Big Chicken was noted to have limited street frontage, and would not qualify for a freestanding sign. A multi-tenant sign, however, could be permitted, which could include the signage for multiple tenants of the same project and contiguous parcels, and was presented as an option to the applicant.

Sign control and regulations are necessary to protect the beauty, character, economic, and aesthetic value of land, and to safeguard the safety, welfare, and public health of citizens. Minimum lot widths for freestanding signs are also in place to protect communities by preventing the establishment of

July 2024 BOA Item: B
 Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer
 Request for: **Sign Variance**

freestanding signs on narrow lots. These requirements help to avoid a cluttered landscape, ensuring that signage remains proportional and appropriate to the surroundings. Additionally, such regulations contribute to clear and effective communication, enhancing both the visual environment and the overall navigability of the area.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 10 Table 10.1 Allowed Sign Types

Table 10.1 Allowed Sign Types		
Type and Definition	Category	Illustrative Examples
Monument Sign – A sign suspended or supported by one or more uprights or braces anchored in the ground with no more than 30 inches clearance from the bottom of the sign to the ground below.	On-premises freestanding sign	
Pole Sign – A sign that is mounted on a freestanding pole or other support so that the bottom edge of the message area is six feet or more above grade.	On-premises freestanding sign	
Shopping Center and Multi-Tenant Sign – A freestanding sign that provides space for major tenants in a multi-tenant location, including shopping centers, to advertise their business. This sign type is regulated by Monument and/or Pole Sign dimensional requirements as applicable, Table 10.6-2.	On-premises freestanding sign	

Table 10.6-2 – Dimensional Requirements By Sign Type

July 2024 BOA Item: B
 Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer
 Request for: **Sign Variance**

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Freestanding					
Monument Sign	10'/None	All applicable zones except I-1 and I-2 – 50 square feet;	5'	15'	1 per 500' of parcel street frontage /2 on corner lot (1 per street) with 150' min. frontage for any on premises freestanding sign; bottom edge of message area is min 18" and max 30" above ground; dimensions include multitenant signs
		For I-1 and I-2 – 72 square feet			
Pole Sign	35'/20'	For B-3 – 1square foot sign message area/1' street frontage up to 200 square feet	10'	15'	1 per 500' of parcel street frontage/2 on corner lot (1 per street) with 150' min. street frontage for any on premises freestanding sign; Bottom edge of message area is min. 6' above ground; dimensions include multitenant signs
		B-5, I-1, I-2 – 2 square feet sign message area/1' street frontage up to 400 square feet			

SECTION 13

DEFINITIONS

Sign: Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public

Sign, Free Standing: Means any sign connected to the ground which is not an attached sign, inclusive of signs on movable objects, except signs on vehicles which are moving or are parked only temporarily. A freestanding sign may display on and off premise information

Sign, Multitenant Directory: A multitenant sign advertising a group or grouping of establishments originally developed as one project regardless of whether the development is under single or diverse ownership. This may include contiguous parcels part of a platted and developed office park, medical park, commercial center, or similar.

Present Zoning: B-5 Regional Business

Present Use: Vacant

Future Land Use: Regional Business Corridor/Regional Business

July 2024 BOA Item: B
Rocky Thornton, Applicant/Property Owner, and Joel Ford, Engineer
Request for: **Sign Variance**

**Surrounding Zoning:
and Land Use:**

North: B-5 Regional Business
South: B-5 Regional Business
East: B-5 Regional Business
West: B-5 Regional Business

**Letters or
Concerns stated:**

Staff have not received any letters or concerns regarding this project as of June 26th, 2024.

Basis for Approval (12.4.1.1):

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.

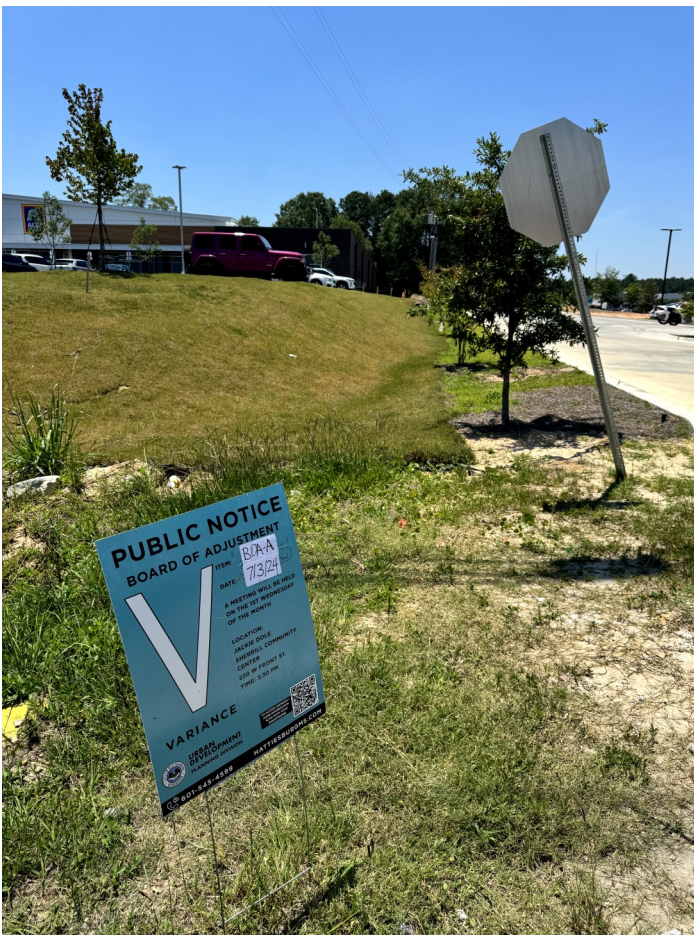
VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL

6054 US-98 — Sign Variance

Rocky Thornton, Owner, Joel Ford, Engineer

Requesting a variance from the minimum required frontage of 150 ft. for a pole sign for a B-5 zoned property to instead allow for a 93 ft frontage on a property located at 6054 US-98. (PPIN 3851, Ward 3, Lamar County).

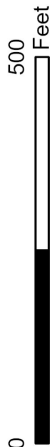




Zoning Map - Legend
Subject Property

B-5

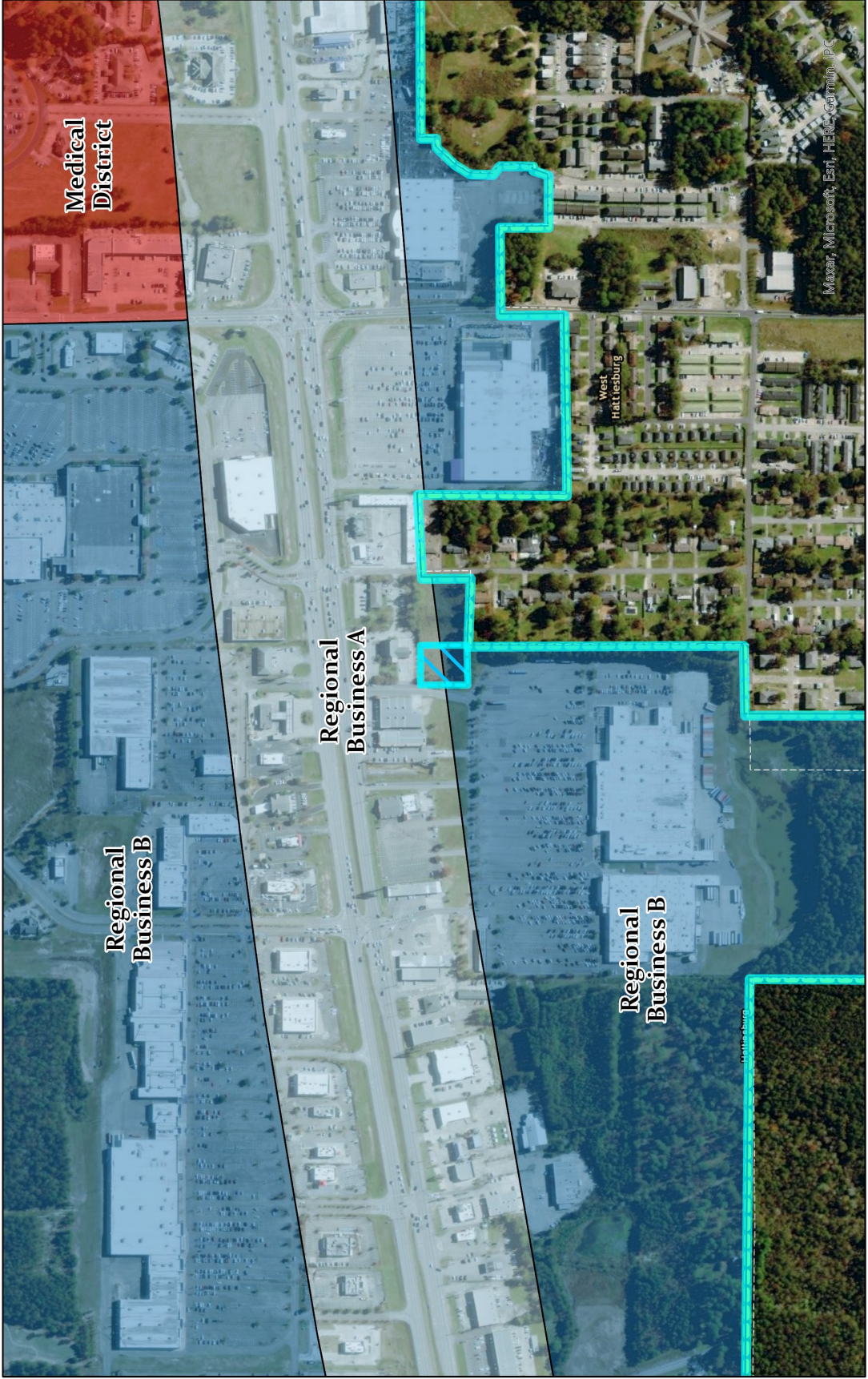
Variance for Big Chicken
Freestanding Sign
PPIN: 30851
Flood Zone: X
Ward 3, Lamar County



URBAN
DEVELOPMENT
PLANNING DIVISION

Center: 89°22'41"W 31°19'15"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 6/21/2024 9:54 AM



Future Land Use Map

-  Subject Property
-  Medical District
-  Regional Business A
-  Regional Business B

Variance for Big Chicken
Freestanding Sign
PPIN: 30851
Flood Zone: X
Ward 3, Lamar County



**URBAN
DEVELOPMENT
PLANNING DIVISION**
Center: 89°22'41"W 31°19'15"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 6/21/2024 9:57 AM

Surrounding Area



Existing
signage
on
Hwy 98



Surrounding Area





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: Southern Gulf Properties

Project Name: Big Chicken Restaurant

Proposed Use(s): Restaurant

Project Street Address: 6054 Highway 98

PPIN Number(s) (if unknown, can be found on tax receipt): 30851

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

Application for (check all appropriate types):

- | | |
|---|--|
| ☒ Variance (see below) | ☐ Conditional Use (see below) |
| ☐ Subdividing of Lot, Parcel, or Tract (see p. 12) | ☐ Re-Zoning (see below) |
| ☐ Street or Alley Renaming (see pp. 13-14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (see pp. 13-14) | ☐ Planned Mixed-Use District |

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

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

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

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: _____

Proposed Zoning: _____

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning District(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:**Primary:**

Name:	Rocky Thornton		
☐ Applicant	☒ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☐ Engineer	
☐ Other (please specify):			
Phone:	601-517-2088	Fax:	
Email:	rocky@3tstrucking.com		
Mailing Address:	3959 Highway 29		
	New Augusta, MS 39462		

Secondary:

Name:	Joel Ford		
☐ Applicant	☐ Property Owner	☐ Representative	☐ Agent
☐ Contractor	☐ Architect	☒ Engineer	
☐ Other (please specify):			
Phone:	601-408-7829	Fax:	
Email:	joel@fordengr.com		
Mailing Address:	2010 Oak Grove Road, Bldg. 4, Ste. 1		
	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.

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.

None of the property lines abutting a public street have sufficient length for a pole sign to be allowed
by code. The property line adjacent to the proposed sign location is partially abutting a public roadway
and partially abutting a private roadway. The total property line length abutting the combined length
of the public and private roadway has sufficient length to allow a pole sign.

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

The request is being made to consider both the combined private and public street roadway
frontage length to be considered to meet the required 250' of required frontage to allow a pole
sign. The total roadway frontage measures 282.11'.

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.

Due to the non-typical footprint of the property boundary, the site will be difficult to see by traffic along Highway 98. In order for the restaurant to operate, it will be imperative the site to be visible by passers-by on Highway 98. The sign will allow the site to be recognized by the traffic on Highway 98. Without permission to place the sign where requested, there will be hardship on the facility to function as necessary.

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

For the proposed development to function properly, it will be imperative that signage is visible from Highway 98.

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

As presented in item 2, the minimum required public street frontage to allow a pole sign is 250'.

The total street frontage, including public and private street frontage is 282.11'. The codes requires pole signs to be a minimum of 10' from the property line. The proposed sign will be 21' from the property line to the center of the pole. The edge of the outer edges of the overhead part of the sign will be 11'. Therefore, the required side setback will meet the code requirements.

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.

Although part of the abutting roadway on the east side is private, it is used very similar to a public roadway (entrance drive to Wal-Mart). If the roadway is treated as a public roadway for the purposes of this application, it would conform to the code requirements.

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.

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

6054 US Highway 98 Hattiesburg MS
Street Address City State

on this the 15th day of May, 2024.

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

Joel Ford

on this the 15th day of May, 2024.

Southern Gulf Properties, LLC.

Wallace R. Thornton
Property Owner

Property Owner

STATE OF MS

COUNTY OF Perry

Personally came and appeared before me, the within named

Wallace R. Thornton

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 15th day of May, 2024.

My Commission Expires:



Debra L. Sadowski
NOTARY PUBLIC

COPY

Prepared by:
Deep South Title Collins, LLC
Noah Sanford, Attorney at Law
216 Main St.
Collins, MS 39428
(601) 765-8440
MS Bar # 104960

Return to:
Deep South Title Collins, LLC
P.O. Box 2020
Collins, MS 39428
(601) 765-8440

PB-266

STATE OF MISSISSIPPI
COUNTY OF LAMAR

INDEXING INSTRUCTIONS: SW ¼ of Section 11, Township 4 North, Range 14 West and Lots 14 and 15 of Lakewood Subdivision, Lamar County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, not herein mentioned, the receipt and sufficiency of all of which is hereby acknowledged, the Grantor(s)

VH Terra, LLC
a Mississippi Limited Liability Company
2530 Watkins Rd.
Birmingham, AL 35223
Phone: (205) 862-7398

hereinafter referred to as "Seller" do(es) hereby grant, bargain, sell, convey, and warrant unto the Grantee(s):

Southern Gulf Properties, LLC
a Mississippi Limited Liability Company
3959 MS Hwy 29
New Augusta, MS 39462
Phone: (601) 299-0081

the following described lands, together with any and all improvements thereon and appurtenances thereunto belonging, said lands in Lamar County, Mississippi, being more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

The above warranty and this conveyance are subject to prior reservations of oil, gas and other minerals by former owners.

The above warranty and this conveyance are subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Subject to any covenants, restrictions, or easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to all exceptions, reservations, and conveyances to any existing easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above-described real property.

Subject to any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to minerals of every kind and character, including, but not limited to, oil and gas, and/or of related to any geothermal energy resources, in, on or under the real property hereby conveyed or which affect the real property hereby conveyed.

Subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act and subject to any such condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

Subject to any and all covenants and restrictions filed of record, including but not limited to those certain Subdivision Regulations set forth by the Board of Supervisors of Lamar County, Mississippi, filed of record in the office of the Chancery Clerk of Lamar County, Mississippi, on January 1, 1979, and recorded in Board of Supervisor's Minute Book 59, at Page 202, as amended, and those certain Subdivision Regulations of Lamar County, Mississippi, filed for record on December 4, 1989, in the Office of the Chancery Clerk of Lamar County, Mississippi, and recorded in Board of Supervisor's Minute Book 82, at Page 282, as amended and those certain Subdivision Regulations of Lamar County, Mississippi, filed for record on June 28, 1999, in the Office of the Chancery Clerk of Lamar County, Mississippi, and recorded in Board of Supervisor's Minute Book 112, at Page 144, as amended, and those certain Subdivision Regulations of Lamar County, Mississippi, filed for record on June 28, 1999 in the Office of the Chancery Clerk of Lamar County, Mississippi, and recorded in Board of Supervisor's Minute Book 112, at Page 290, and Minute Book 148 at Page 706 and Ordinances Book 1 at Page 507 and to those site plan regulations of record in Minute Book 142 at Page 173, Minute Book 148 at Page 727 and Ordinances Book 1 at Page 528, as amended.

Subject to Right-of-Way Easement granted to Pearl River Valley Electric Power Association, filed 01/19/2024 at 11:35:13 a.m. and recorded in Book 31-G at Page 458.

Subject to those certain Declaration of Covenants, Conditions and Restrictions, filed 06/07/2023, recorded in Book 30-U, Page 316. Said instrument was Amended by Book 31-C, Page 125.

Subject to 5 year Banking Use Prohibition starting on 01/20/2022, filed 01/25/2022, recorded in Book 29-R, Page 299.

Subject to 20 year Covenant of Restriction of Use starting on 10/18/2006, filed 10/20/2006 recorded in Book 18-T, Page 703.

Subject to 20 year Covenant of Restriction of Use starting on 04/11/2007, 04/16/2007 recorded in Book 19-E, Page 036.

Subject to that certain Drainage Easement to City of Hattiesburg, filed 05/07/2007, recorded in Book 19-F, Page 238.

Subject to that certain Access Easement Agreement between The Lamar Bank & Wal-Mart Stores, Inc., filed 08/20/1993, recorded in Book 10-T, Page 089.

Subject to that certain Easemen to Pearl River Valley Electric Power Association, filed 08/11/1989, recorded in Book 9-A, Page 578.

Subject to that certain ROW to Lamar County, filed 08/16/1993, recorded in Book 10-S, Page 589.

Subject to that certain Underground Electric Service Agreement to Pearl River Valley Electric Power Association, filed 08/11/1989 in Book 9-A, Page 576.

Subject to that certain Perpetual Easement and Right of Way, filed 03/09/1988, recorded in Book 8-M, Page 528.

Said instrument was transferred by Book 8-N, Page 491. There is on file a Petition to designate as Public Road, filed 01/06/1992, recorded in Book 9-O, Page 126.

Subject to that certain Right of Way Easement to Pearl River Valley Electric Power association, filed 11/19/1980, recorded in Book 6-O, Page 597.

Subject to that certain Drainage Easement to Mississippi State Highway Commission, filed 10/31/1939, recorded in Book I-I, Page 189.

Subject to conveyance to State Highway Commission of Mississippi, filed 09/20/1939, recorded in Book I-I, Page 119.

Subject to those certain Restrictive Covenants for Lakewood Subdivision, filed 06/30/1971, recorded in Book 4-Y, Page 112. Said Restrictive Covenants were Amended by instrument recorded in Book 8-S, Page 434.

Subject to that certain 10' Easement to Pearl River Valley Electric Power Association, filed 06/14/1971, recorded in Book 4-Y, Page 112.

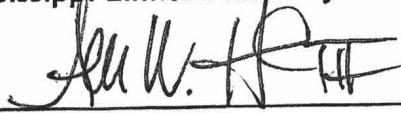
Subject to Lakewood Subdivision plat, filed 11/01/1965, recorded in Plat Book 1, Page 106, Plat Slide 49. Said instrument was Amended by Plat Book 1, Page 134, Plat Slide 63.

Taxes for the current year shall be pro-rated as of the date of this instrument and assumed by the Grantee(s) herein. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous year's taxes.

[Space below left blank intentionally.]

WITNESS THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE GRANTOR, on the date acknowledged herein.

VH Terra, LLC
a Mississippi Limited Liability Company


By: Allen W. Hawkins III, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles ;

On February 13, 2024 before me personally appeared Allen W. Hawkins, III, who proved to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jose Javier Saravia (SEAL)

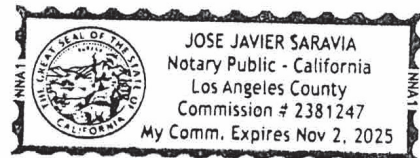


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A Parcel of land being located in the SW ¼ of Section 11, Township 4 North, Range 14 West and Lots 14 and 15 of Lakewood Subdivision as recorded on file in the office of the Chancery Clerk of Lamar County, Mississippi, all in Lamar County, Mississippi, having bearings based upon Grid North derived from GPS observations and referenced to Mississippi State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of (-)00° 16'56.93" and using grid distances with a combined factor of 0.999975246 (determined at the Point of Commencement) and being more particularly described as follows:

COMMENCE at a crimped top pipe marking the Southeast corner of Lot 15 of Lakewood Subdivision recorded on file in the office of the Chancery Clerk of Lamar County, Mississippi, said point having grid coordinates of N = 662513.15, E = 814563.59; thence run South 89° 32'23" West along the boundary of the property described in Deed Book 19-E at Page 36 for 225.57 feet to an iron pin set, also being the POINT OF BEGINNING; thence continue along said Deed Book 19-E, Page 36 for the following calls; thence South 89° 32'23" West for 43.18 feet to a metal rod found; thence South 00° 09'40" East for 6.19 feet to a crimped top pipe found; thence North 87° 00'22" West for 5.13 feet to a concrete monument found; thence South 89° 14'15" West for 145.18 feet to a concrete monument found; thence North 00° 40'50" West for 188.70 feet to an iron pin found; thence North 00° 35'13" East along the West boundary of the property described in Deed Book 8-N at Page 496 for 93.41 feet to an iron pin set; thence run South 89° 24'47" East for 150.79 feet to an iron pin set; thence run North 00° 13'13" East for 186.45 feet to an iron pin set on the South right-of-Way of US Highway 98; thence continue along said right-of-way for 45.22 feet along a curve to the right to an iron pin set, said curve having a radius of 21394.53, a chord bearing North 84° 32'52" East and a chord length of 45.22 feet; thence leaving said right-of-way run South 00° 13'13" West for 463.10 feet back to the POINT OF BEGINNING. Said parcel contains 1.44 acres, more or less.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME AS SHOWN ON SURVEY PLAT LABELED "LOT 3" ATTACHED HERETO AS EXHIBIT "C".

SIGNED FOR IDENTIFICATION PURPOSES:



VH Terra, LLC

By: Allen W. Hawkins III, Manager



Southern Gulf Properties, LLC

By: Wallace R. Thornton, Member

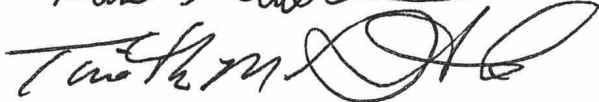



EXHIBIT "B"
LIMITED LIABILITY COMPANY AFFIDAVIT

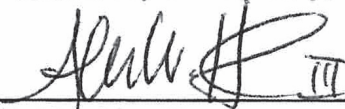
STATE OF MISSISSIPPI
COUNTY OF LAMAR

The undersigned affiant, Allen W. Hawkins III swears and affirms the following:

1. That he is the appointed Manager of VH Terra, LLC, a Mississippi Limited Liability Company, pursuant to Operating Agreement dated January 20, 2022.
2. That there have been no subsequent amendments or otherwise revisions to said Operating Agreement.
3. That VH Terra, LLC is in good standing with the State of Mississippi.
4. That VH Terra, LLC is the sole owner of the property described in Exhibit "A", supra, and that pursuant to said Operating Agreement, he is authorized to convey said property to Southern Gulf Properties, LLC, a Mississippi Limited Liability Company.

Further, affiant sayeth not.

WITNESS THE SIGNATURE OF THE AFFIANT, this the 13TH day of February, 2024.



Allen W. Hawkins III

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

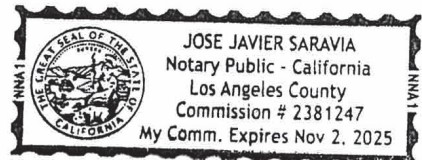
STATE OF CALIFORNIA
COUNTY OF Los Angeles

On February 13, 2024 before me, personally appeared Allen W. Hawkins III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jose Javier Saravia (Seal)





Memorandum

To: Mayor Toby Barker and Members of City Council

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

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, August 20, 2024

Re: Adopt an Ordinance to amend the comprehensive zoning district map for a property located at 102 South Street from R-1C (Single-family Residential) to B-1 (Professional Business) as requested by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton (Ward 4). The Planning Commission recommended approval on August 7th, 2024.
File Number: 2024-316
Minute Book #

Summary

Clifford Lockhart, petitioner, Matthew H. Bailer, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. The petitioner also requests a conditional use approval for "mixed-use" at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County).

Recommendation Statement

The Planning Commission recommended approval on August 7th, 2024.

Please place this on the August 20, 2024 City Council meeting for consideration.

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Clifford Lockhart, representative, Matthew H. Bailey and Jackie Bailey, Property Owners, and Stella Payton, Admin.

Address of Property:
102 South Street

Tax Parcel
2-029K-09-035.00

PPIN:
19729

Ward:
4

Request: **Zoning Change From R-1C (Single-family Residential) to B-1 (Professional Business) and conditional use approval for “mixed-use,” contingent upon the zoning approval to B-1.**

Purpose of Request: Clifford Lockhart, petitioner, Matthew H. Bailer, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. The petitioner also requests a conditional use approval for “mixed-use” at the same location, contingent upon the zoning approved to B-1(PPIN 19729, Ward 4, Forrest County).

History / Background: The applicant met with staff in a pre-application meeting to discuss reactivating a 4-plex structure as a legal multi-family residential zoned property. The current zoning of the property, R-1C, does not permit this use and has since lost any conforming status since it has been vacant for 6+ months. The applicants previously, at the June 2024 Planning Commission meeting, requested to rezone the property to R-3, in order to allow it to be reactivated as a 4-plex. The Planning commission recommended denial and City Council upheld the recommendation to deny the zoning change to R-3 on July 18, 2024.

The applicants are now requesting the property be rezoned from R-1C (Single-Family Residential) to B-1 (Professional Business), citing that they believe that the condition of “character of the neighborhood

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**

has changed substantially so that rezoning is clearly justified and there is a public need for rezoning” applies to the property. They cite the rezoning of the surrounding lots to B-2 by Hattiesburg High School as a driver of the transitioning needs of the neighborhood. Contingent upon rezoning approval, the applicants are also requesting conditional use approval for “mixed-use” to “provide 2 office buildings and 2 apartment units.”

The property is also within the North Main Historic District and any exterior changes are subject to approval by the Hattiesburg Historic Conservation Commission.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

R-1C Single-family Residential: The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

B-1 Professional Business: The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

SECTION 6

6.1 District 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			
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**

Present Zoning: R-1C Single-family Residential

Present Use: Vacant

Future Land Use: Neighborhood Conservation District 1

**Surrounding Zoning:
and Land Use:**
North: B-2 Community Business
South: R-1C Single-family Residential
East: R-1C Single-family Residential
West: R-1C Single-family Residential

**Letters or
Concerns stated:** Staff have not received any letters or concerns regarding this project as of finalizing this report.

Option: Recommend **approval** or **denial** of the request for a Zoning Change

Basis for approval (Zoning Change):

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

Basis for Conditional Use Approvals

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

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

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**

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

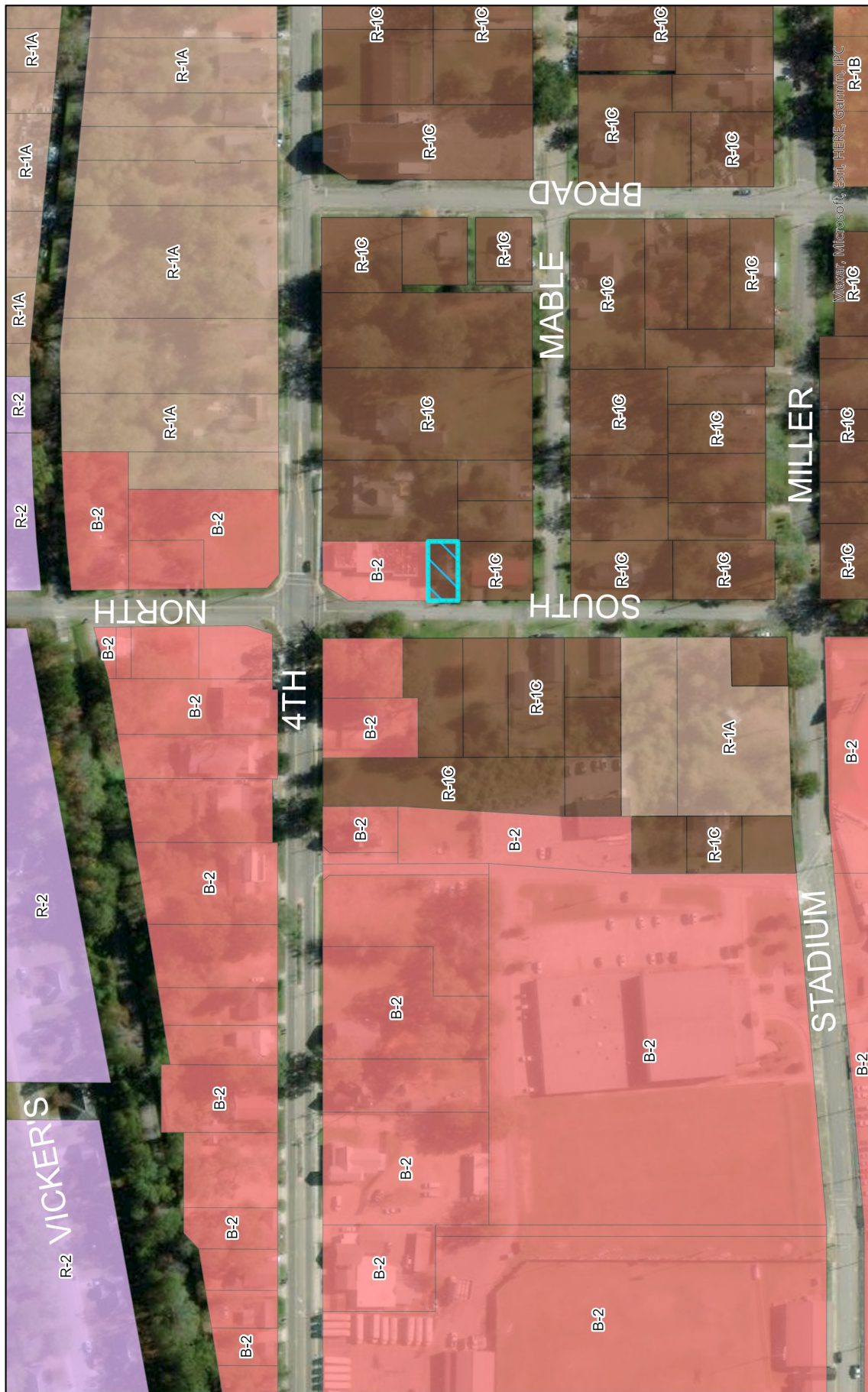
SUBJECT PARCEL

102 South Street—Zoning Change Request

Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner, and S

Clifford Lockhart, petitioner, Matthew H. Bailer, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. a. Conditional Use Request- The petitioner also requests a conditional use approval for “mixed-use” at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County).





Zoning Map

- R-1A
- R-1B
- R-1C
- R-2
- B-2
- Subject Property: 102 South Street

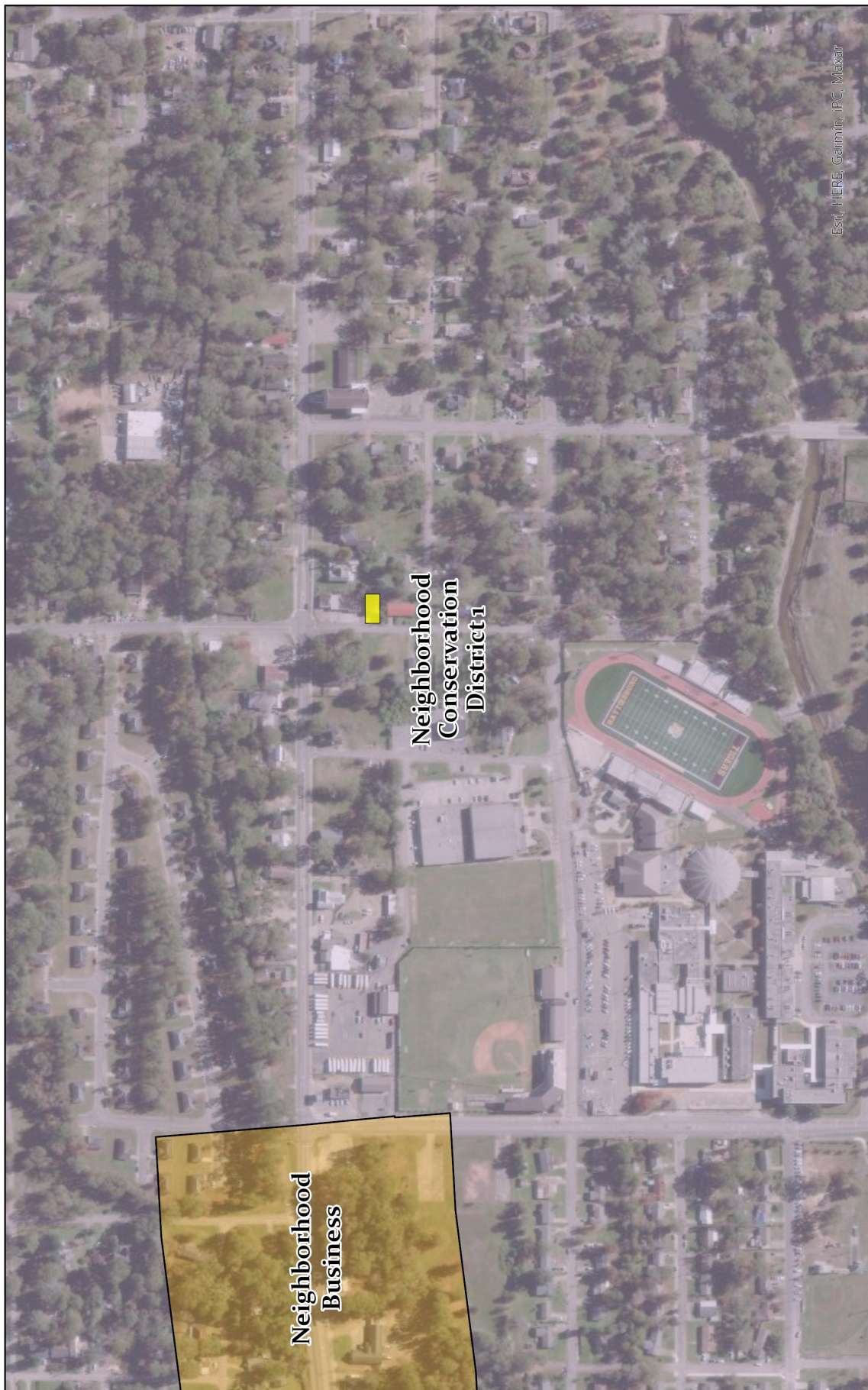
DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

102 South Street
Zoned R-1C
PPIN: 19729
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'22"W 31°19'53"N



Esri, HERE, Garmin, IGC, Mapbox

Zoning Map

 Subject Property: 102 South Street

102 South Street
Zoned R-1C
PPIN: 19729
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'23"W 31°19'52"N



DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

Site Aerial



Site Aerial

Northern and Southern Directions: B-2 and



Site Aerial

East and Western Directions: R-1C





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

RECEIVED
JUN 24 2024

APPLICANT:

Applicant Name: Clifford Lockhart
Project Name: 102 South Street
Proposed Use(s): _____
Project Street Address: 102 South Street
PPIN Number(s) (if unknown, can be found on tax receipt): _____

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

Application for (check all appropriate types):

- | | |
|---|---|
| ☐ Variance (see below) | ☒ Conditional Use (see below) |
| ☐ Subdividing of Lot, Parcel, or Tract (see p. 12) | ☒ Re-Zoning (see below) |
| ☐ Street or Alley Renaming (see pp. 13-14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (see pp. 13-14) | ☐ Planned Mixed-Use District |

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

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

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

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: ~~B~~ R-1C
Proposed Zoning: B-1

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____	Planner: _____
Parcel Number(s): _____	Historic District(s): _____
Flood Zone(s): _____	Zoning District(s): _____
Project No.: _____	
Code Sections:	
LDC Section No. _____	
Section No. _____	
Section No. _____	
Section No. _____	
Section No. _____	

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Clifford M. Lockhart

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

☐ Other (please specify): _____

Phone: 601 329 9922 Fax: _____ Email: CliffordLockhart2@aol.com

Mailing Address: 748 W. 4th Street Hburg MS 39401

Secondary:

Name: Matthew H. Bailey

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

☐ Other (please specify): _____

Phone: 443-928-0491 Fax: _____ Email: mhbailley51@gmail.com

Mailing Address: 5217 Rising Sun Lane Elicott City MD 21043

Other(s):

Name: Jackie Bailey

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

☐ Other (please specify): _____

Phone: 443 677 8270 Fax: _____ Email: 19pbh94@gmail.com

Mailing Address: 5217 Rising Sun Lane Elicott City MD

Name: Stella Payton

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

☒ Other (please specify): Admin.

Phone: 601 329 1650 Fax: _____ Email: stellampp@aol.com

Mailing Address: 128 Pinehills Dr. Hburg MS 39402

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

102 South St Hattiesburg MS 39401
Street Address City State

on this the 20 day of June, 2024

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____.

MATTHEW N. BAILEY
Property Owner (print)
Matthew N. Bailey
Property Owner (signature)

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

Matthew Bailey,
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 20 day of
June, 2024.

Lameka Magee
NOTARY PUBLIC

My Commission Expires:

Nov. 8, 2025



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

102 South St Hattiesburg MS 39401
Street Address City State

on this the 20 day of June, 2024

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____.

JACKIE D. BAILEY

Property Owner (print)

Jackie D. Bailey

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Jackie Bailey,
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 20 day of
June, 2024.

Lameka Magee
NOTARY PUBLIC



My Commission Expires:

Nov. 8, 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

102 South St Hattiesburg MS
Street Address City State

on this the 20 day of June, 2024

Clifford Lockhart
Applicant (print)

[Signature]
Applicant (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named

Clifford Lockhart,
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 20 day of June, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Nov. 8, 2024



FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ There was a mistake in the original zoning.

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

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

see attached page following

We are requesting that this location be rezoned for mixed use B-1 Commercial. This is a four unit apartment building. It was originally built as a multifamily. The area was zoned to reflect that. The unit was multifamily since initial Construction. To reflect the transitioning nature of the area, we would like it rezoned to meet the changing needs of the street and community. Our goal is to provide 2 office buildings and 2 apartment units.

The area in front of the building was just rezoned to B-2 Commercial for Hattiesburg High School to construct a parking lot. The lot next to our location is zoned B-2 Commercial. The old building next to it was demolished but was also zoned B-2 Commercial. We were informed by the historic district representative that the unit had been rezoned as single-family because this particular structure have gone for more than six months without electrical surface. As a result the grandfather clause expired.

Because of the expansion of Hattiesburg High, this street is in somewhat of a state of transition relative to the needs of the neighborhood. Please see the attached photos.

FOR CONDITIONAL USE APPLICANTS:

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

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

yes. The applicants will use the building as office locations on the lower level and housing rentals on top

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

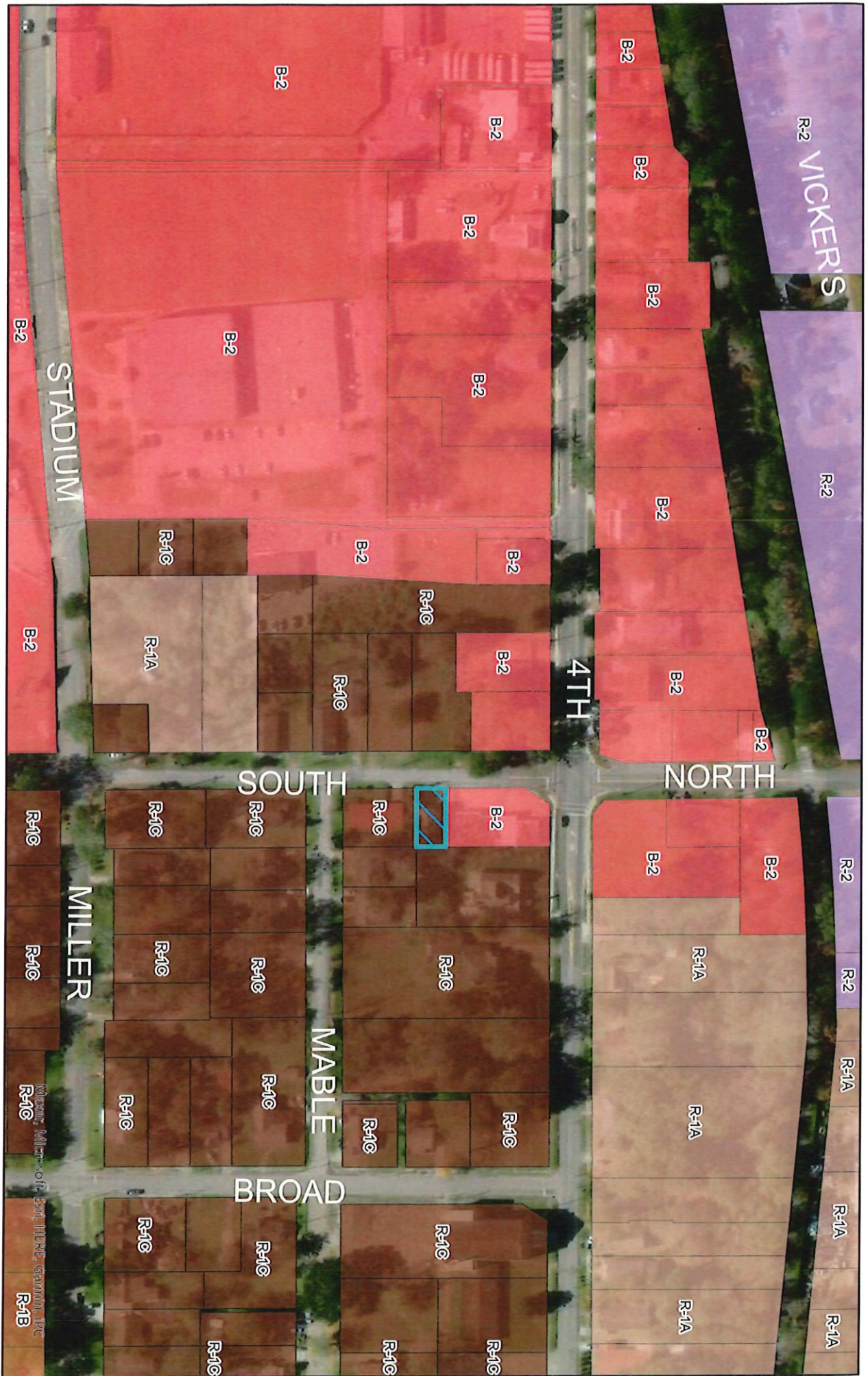
*provide affordable housing
provide improvements in area thru bldg use
provide taxes to city*

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

This building has been at the location for many years and is similar in size to other buildings of like use in the area.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

no. there is adequate historic parking for the 4 units immediately in front of the building. There will be a parking lot across the street



Zoning Map

- R-1A
- R-1B
- R-1C
- R-2
- B-2
- Subject Property: 102 South Street

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

102 South Street

Zoned R-1C

PPIN: 19729

Flood Zone: X

Ward 4, Forrest County



URBAN DEVELOPMENT
PLANNING DIVISION

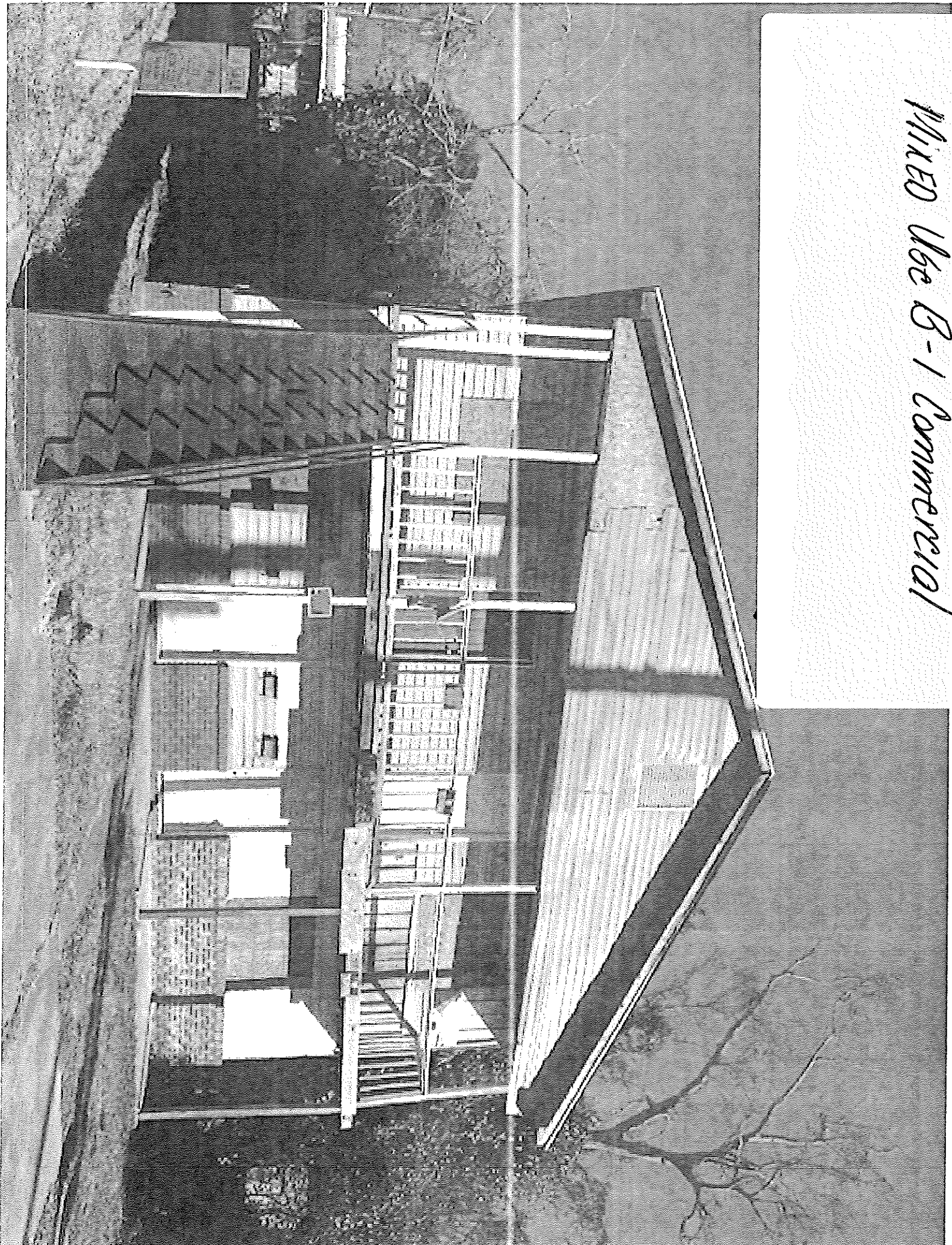
Center: 89°18'22"W 31°19'53"N

LEGAL DESCRIPTION

A part of Lot 11, Block "B" of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as follows:

Commencing at the Northeast corner of the above said Lot 11, Block "B"; thence South and along the East line of said Lot 11 for 140.7 feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

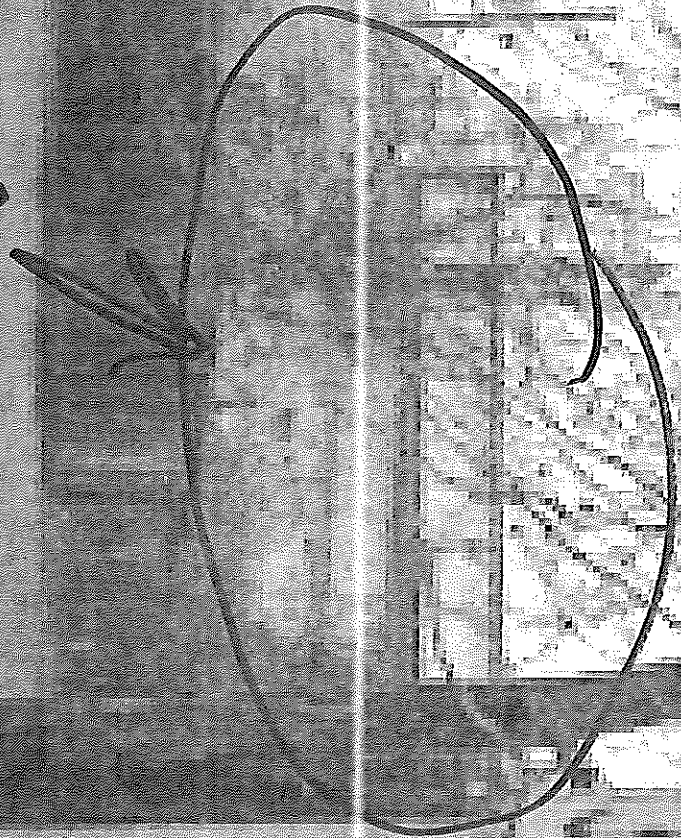
Mixed Use B-1 Commercial



WAD.
Commercial
Building
North Door to South
Street



Commercial

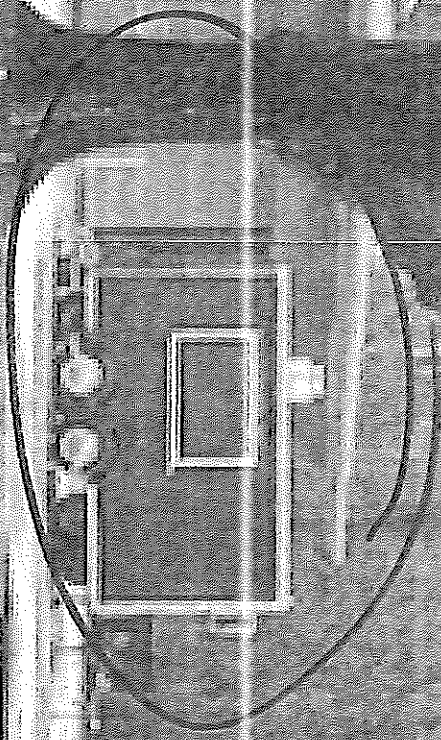


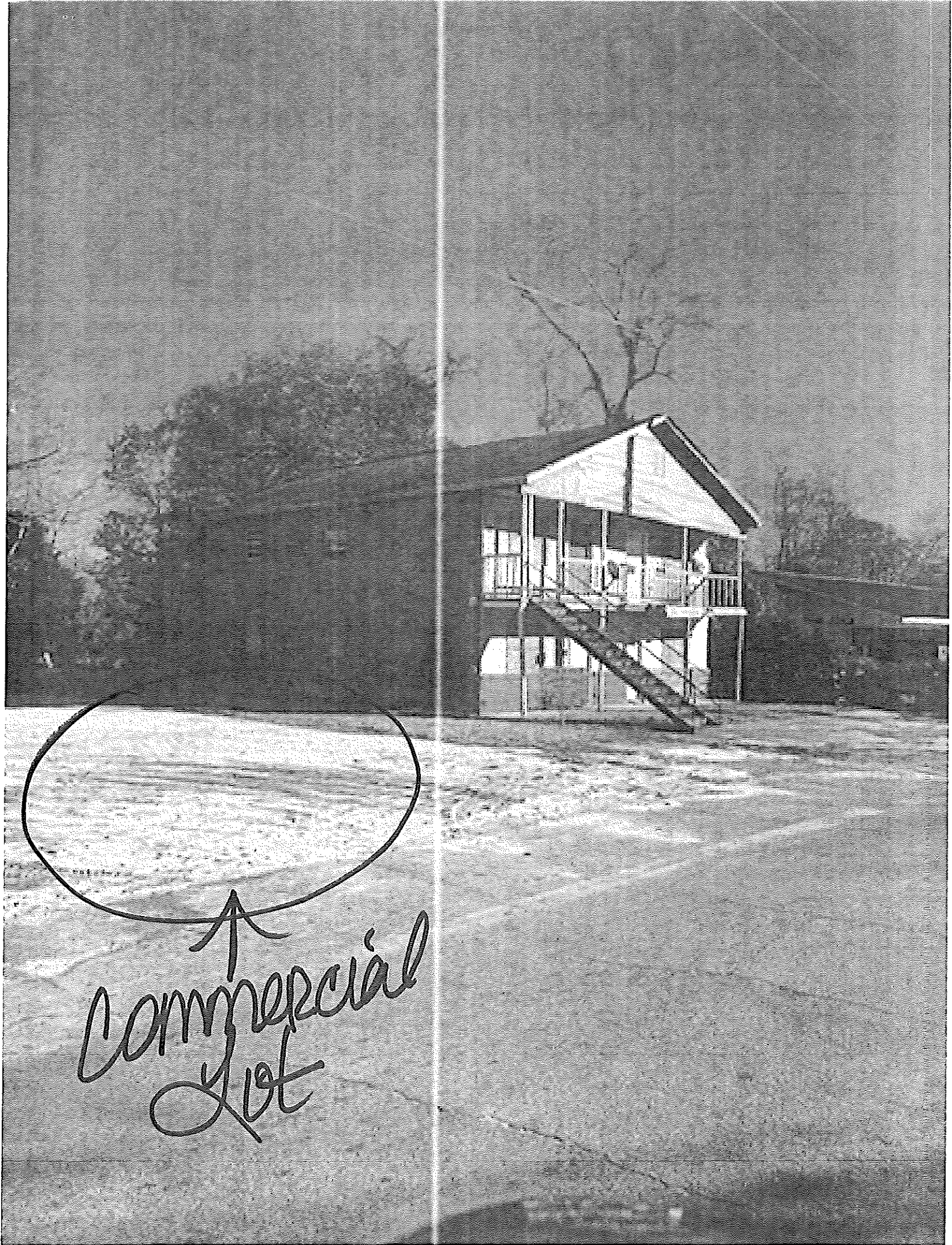
Commercial

Commercial Building



4-Way Stop
4th + South + North
Commercial





↑
Commercial
Lot

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 7th, 2024**

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Carlos Wilson

Members Absent:

1. Amy Hinton, Chair
2. Michael Dickerson (VIRTUAL)
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I

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

AGENDA REVIEW

Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Venable.

Motion:

Made by Commissioner Ray to approve the agenda

Second:

Made by Commissioner Venable

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson			ONLINE
Charles Dawe			ABSENT
Michael Pruitt	X		

MINUTES REVIEW

Commissioner Ray made a motion to approve the July 3rd minutes, and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson			ONLINE
Charles Dawe			ABSENT
Michael Pruitt	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July 2024. Mr. Bates will make the report for July and August at the September Planning Commission meeting.

PLANNING REPORT

The Planning Division gave a report. Updated Planning Commission on City Council votes from July meeting(s). Updated Planning Commission on Night Off Broadway and Broadway project. Updates to food truck permitting were discussed. Updates to the Land Development Code were discussed. Updates to applications moving online were discussed.

CHAIR'S REPORT

The Vice-Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A1: Zoning Change Request - Clifford Lockhart, petitioner, Matthew H. Bailey, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. The petitioner also requests a conditional use approval for “mixed-use” at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Clifford Lockhart

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Dawe to Approve (II basis for approval. “the character of the neighborhood has changed substantially so that rezoning is clearly justified.)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
--------------	-----	-----	-------

Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		ONLINE
Charles Dawe	X		
Michael Pruitt	X		

Item A2: Conditional Use Request - Clifford Lockhart, petitioner, Matthew H. Bailey, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. The petitioner also requests a conditional use approval for “mixed-use” at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Clifford Lockhart

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Wilson to Approve (basis of staff recommendations)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		

Michael Dickerson (Online)	X		ONLINE
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

- A. Old Business (Tabled from June 2024 Meeting) Land Development Code Text Amendment Request** - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall to review the proposed amendment in its entirety.

Adjournment:

The meeting was adjourned at 1:54 p.m.

Motion:

Made by Commissioner Venable

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		ONLINE
Charles Dawe	X		
Michael Pruitt	X		

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 102 SOUTH STREET (PPIN: 19729,
PARCEL NO.: 2-029K-09-035.00, FORREST CO., WARD 4) FROM SECTION 4.5.5 R-
1C (SINGLE FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.8 B-1
(PROFESSIONAL BUSINESS) DISTRICT.

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

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

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

A part of Lot 11, Block "B" of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as follows:

Commencing at the Northeast corner of the above said Lot 11, Block "B"; thence South and along the East line of said Lot 11 for 140.7 feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as

amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

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

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, August 20, 2024

Re: Approve a conditional use request for "mixed-use" designation for the property at 102 South Street (Ward 4), submitted by Clifford Lockhart, Matthew H. Bailey, Jackie Bailey, and Stella Payton. This approval is contingent upon the property's zoning change to B-1 The Planning Commission recommended approval on August 7, 2024.
File Number: 2024-377
Minute Book #

Summary

Clifford Lockhart, petitioner, Matthew H. Bailey, and owner, and Jackie Bailey, owner, and Stella Payton, request a conditional use approval for "mixed-use" at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County). The Planning Commission recommended approval on August 7th, 2024.

Recommendation Statement

The Planning Commission recommended approval on August 7th, 2024.

Please place this on the August 20, 2024 City Council meeting for consideration.



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

RECEIVED
JUN 24 2024

APPLICANT:

Applicant Name: Clifford Lockhart
Project Name: 102 South Street
Proposed Use(s): _____
Project Street Address: 102 South Street
PPIN Number(s) (if unknown, can be found on tax receipt): _____

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

Application for (check all appropriate types):

- | | |
|---|---|
| ☐ Variance (see below) | ☒ Conditional Use (see below) |
| ☐ Subdividing of Lot, Parcel, or Tract (see p. 12) | ☒ Re-Zoning (see below) |
| ☐ Street or Alley Renaming (see pp. 13-14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (see pp. 13-14) | ☐ Planned Mixed-Use District |

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

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

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

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: ~~B~~ R-1C
Proposed Zoning: B-1

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning District(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Clifford M. Lockhart

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

☐ Other (please specify): _____

Phone: 601 329 9922 Fax: _____ Email: CliffordLockhart2@aol.com

Mailing Address: 748 W. 4th Street Hburg MS 39401

Secondary:

Name: Matthew H. Bailey

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

☐ Other (please specify): _____

Phone: 443-928-0491 Fax: _____ Email: mhbailley51@gmail.com

Mailing Address: 5217 Rising Sun Lane Ellicott City MD 21043

Other(s):

Name: Jackie Bailey

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

☐ Other (please specify): _____

Phone: 443 677 8270 Fax: _____ Email: 19pbh94@gmail.com

Mailing Address: 5217 Rising Sun Lane Ellicott City MD

Name: Stella Payton

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

☒ Other (please specify): Admin.

Phone: 601 329 1650 Fax: _____ Email: stellampp@aol.com

Mailing Address: 128 Pinehills Dr. Hburg MS 39402

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

102 South St Hattiesburg MS 39401
Street Address City State

on this the 20 day of June, 2024

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____.

MATTHEW N. BAILEY
Property Owner (print)
Matthew N. Bailey
Property Owner (signature)

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

Matthew Bailey,
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 20 day of
June, 2024.

Lameka Magee
NOTARY PUBLIC

My Commission Expires:

Nov. 8, 2025



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

102 South St Hattiesburg MS 39401
Street Address City State

on this the 20 day of June, 2024

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____.

JACKIE D. BAILEY

Property Owner (print)

Jackie D. Bailey

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Jackie Bailey,
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 20 day of
June, 2024.

Lameka Magee
NOTARY PUBLIC



My Commission Expires:

Nov. 8, 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

102 South St Hattiesburg MS
Street Address City State

on this the 20 day of June, 2024

Clifford Lockhart
Applicant (print)

[Signature]
Applicant (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named

Clifford Lockhart,
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 20 day of June, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Nov. 8, 2024



FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

☐ There was a mistake in the original zoning.

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

☐ Annexation.

Detailed explanation of condition(s) most applicable to your request:

see attached page following

We are requesting that this location be rezoned for mixed use B-1 Commercial. This is a four unit apartment building. It was originally built as a multifamily. The area was zoned to reflect that. The unit was multifamily since initial Construction. To reflect the transitioning nature of the area, we would like it rezoned to meet the changing needs of the street and community. Our goal is to provide 2 office buildings and 2 apartment units.

The area in front of the building was just rezoned to B-2 Commercial for Hattiesburg High School to construct a parking lot. The lot next to our location is zoned B-2 Commercial. The old building next to it was demolished but was also zoned B-2 Commercial. We were informed by the historic district representative that the unit had been rezoned as single-family because this particular structure have gone for more than six months without electrical surface. As a result the grandfather clause expired.

Because of the expansion of Hattiesburg High, this street is in somewhat of a state of transition relative to the needs of the neighborhood. Please see the attached photos.

FOR CONDITIONAL USE APPLICANTS:

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

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

yes. The applicants will use the building as office locations on the lower level and housing rentals on top

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

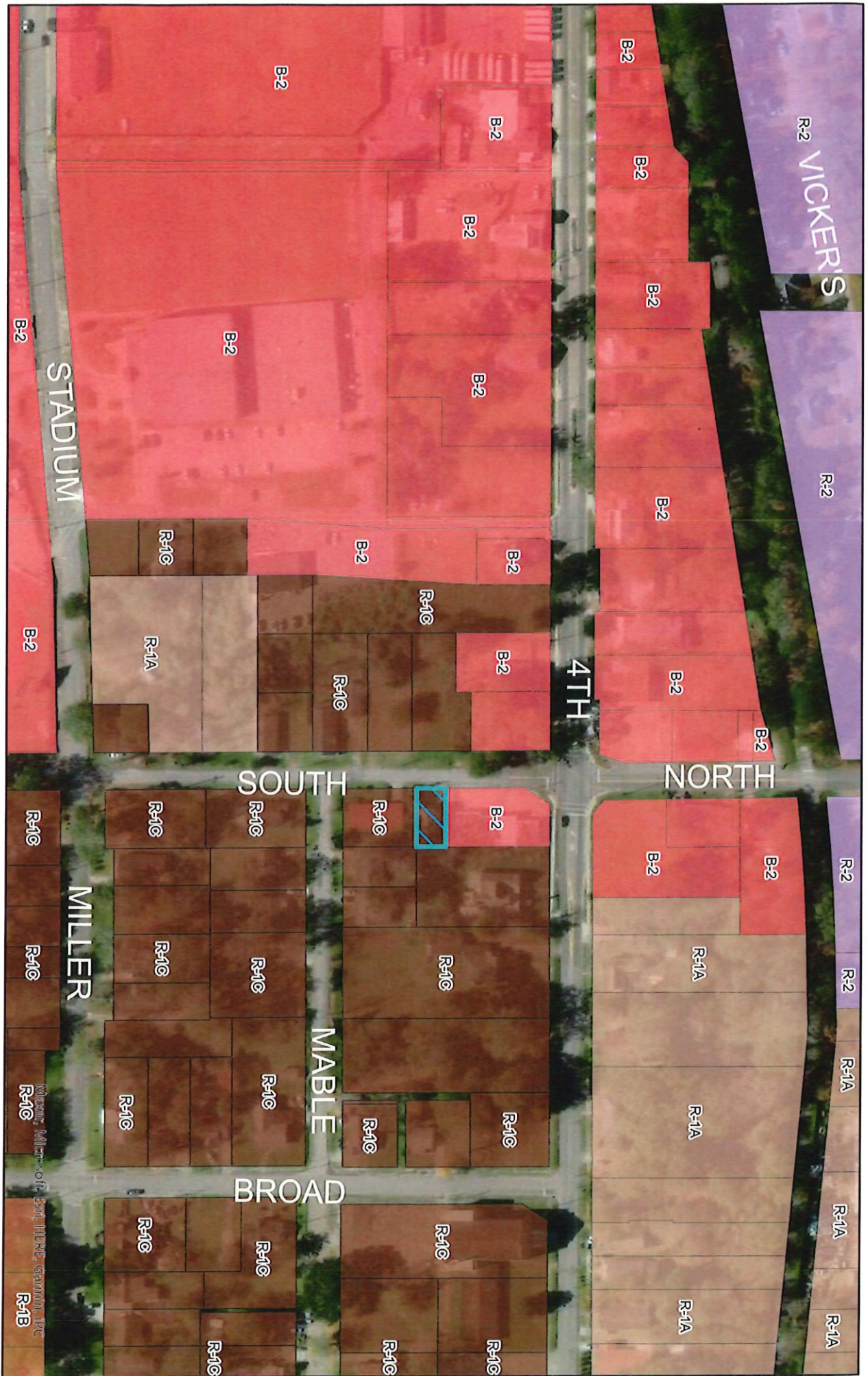
*provide affordable housing
provide improvements in area thru bldg use
provide taxes to city*

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

This building has been at the location for many years and is similar in size to other buildings of like use in the area.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

no. there is adequate historic parking for the 4 units immediately in front of the building. There will be a parking lot across the street



Zoning Map

- R-1A
- R-1B
- R-1C
- R-2
- B-2
- Subject Property: 102 South Street

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data.
This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

102 South Street

Zoned R-1C

PPIN: 19729

Flood Zone: X

Ward 4, Forrest County



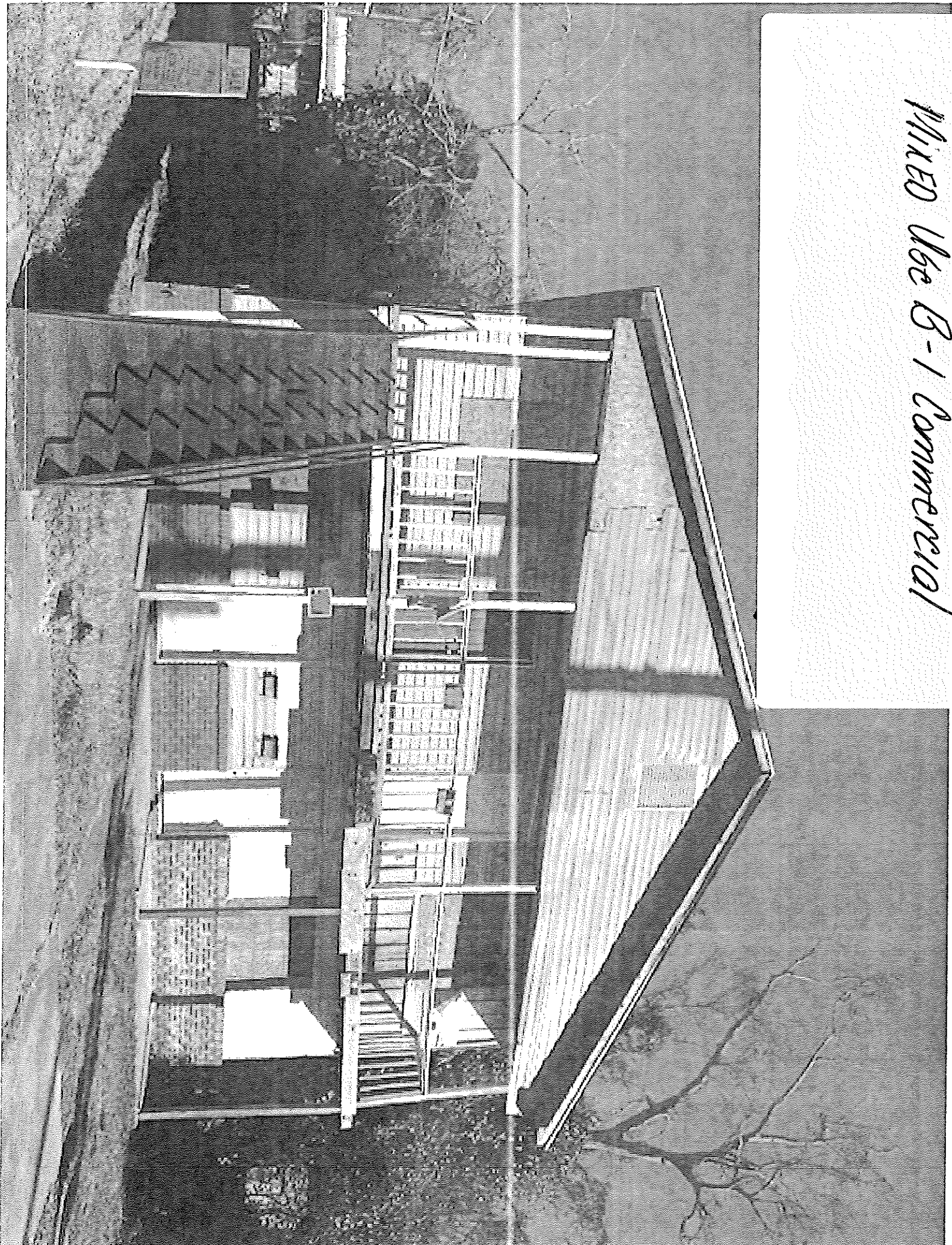
URBAN DEVELOPMENT
PLANNING DIVISION
Center: 89°18'22"W 31°19'53"N

LEGAL DESCRIPTION

A part of Lot 11, Block "B" of the John Kamper Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as follows:

Commencing at the Northeast corner of the above said Lot 11, Block "B"; thence South and along the East line of said Lot 11 for 140.7 feet to the Point of Beginning; thence continue South and along the East line of said Lot 11 for 39.7 feet; thence West 79 feet to the East margin of South Street; thence North and along the East margin of South Street 39.7 feet; thence East 79 feet to the Point of Beginning.

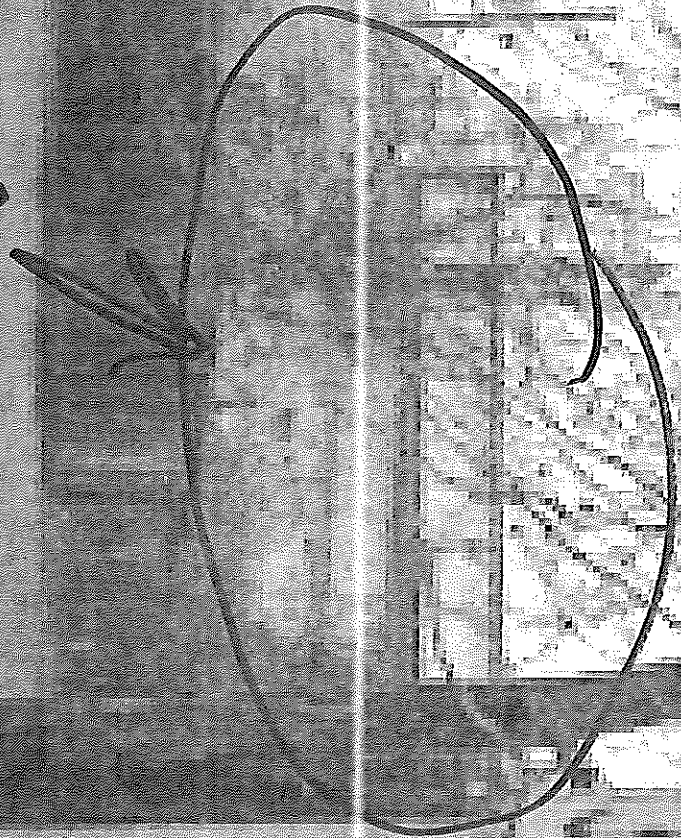
Mixed Use B-1 Commercial



WAD.
Commercial
Building
North Door to South
Street



Commercial

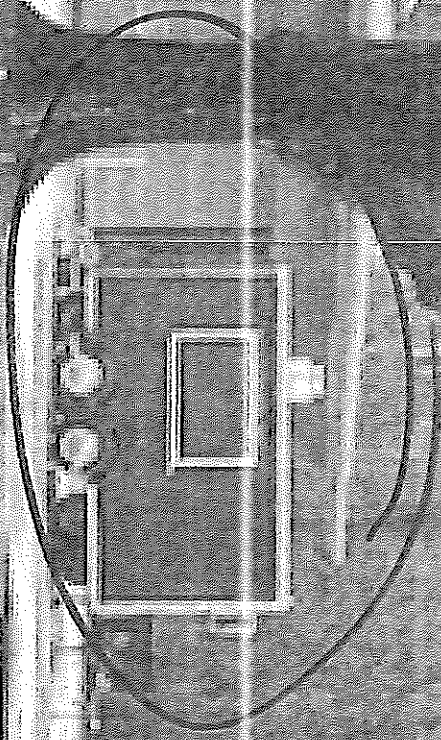


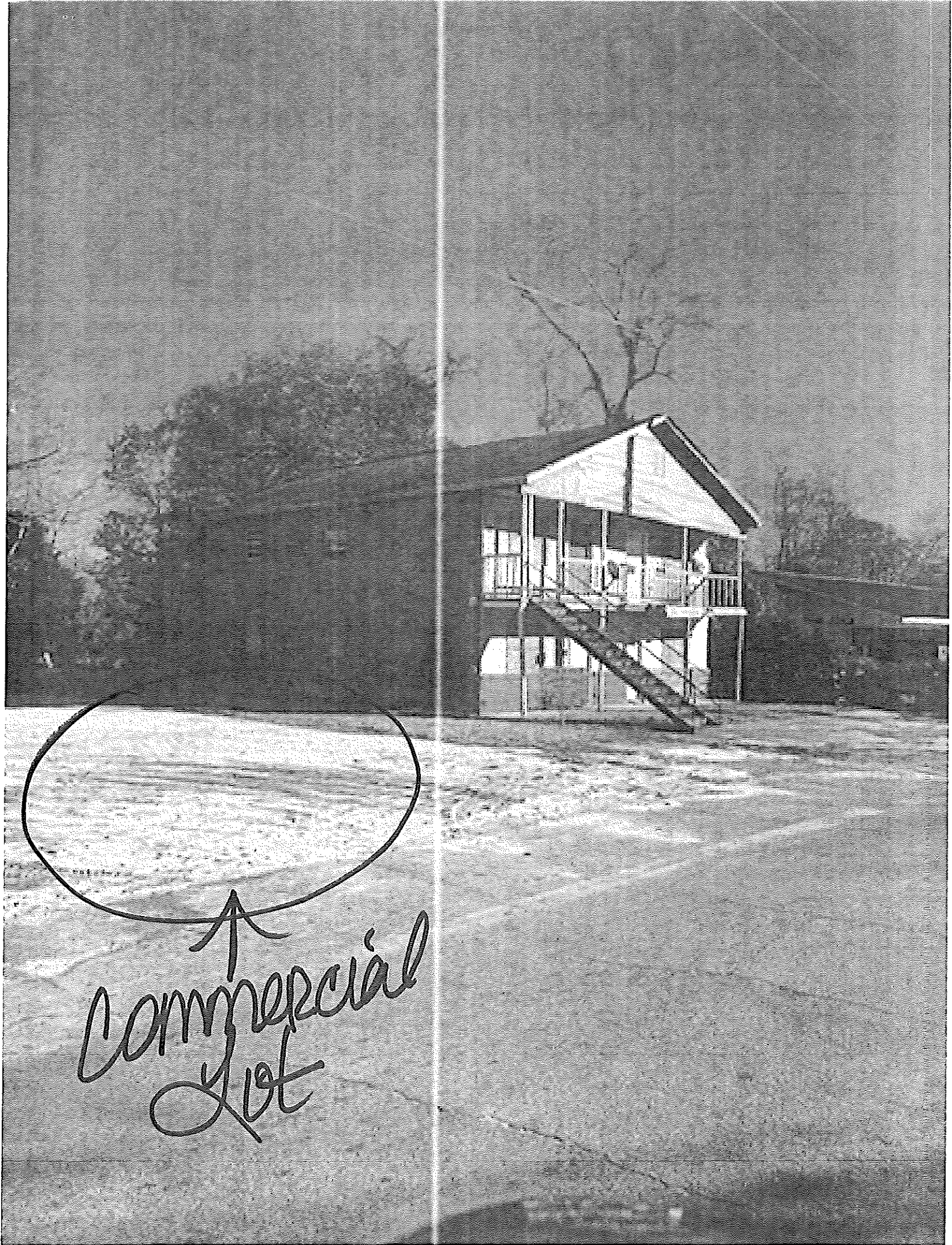
Commercial

Commercial Building



4-Way Stop
4th + South + North
Commercial





↑
Commercial
Lot

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
August 7th, 2024**

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Rebekah Ray, Secretary
5. Michael Pruitt
6. Charles Dawe
7. Lee Anne Venable
8. Carlos Wilson

Members Absent:

1. Amy Hinton, Chair
2. Michael Dickerson (VIRTUAL)
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Senior Planner
3. David Miller, Esq.
4. Wiley Quinn, Director of Urban Development
5. Meridian McDaniel, Planner I

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

AGENDA REVIEW

Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Venable.

Motion:

Made by Commissioner Ray to approve the agenda

Second:

Made by Commissioner Venable

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson			ONLINE
Charles Dawe			ABSENT
Michael Pruitt	X		

MINUTES REVIEW

Commissioner Ray made a motion to approve the July 3rd minutes, and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson			ABSENT
Michael Dickerson			ONLINE
Charles Dawe			ABSENT
Michael Pruitt	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for July 2024. Mr. Bates will make the report for July and August at the September Planning Commission meeting.

PLANNING REPORT

The Planning Division gave a report. Updated Planning Commission on City Council votes from July meeting(s). Updated Planning Commission on Night Off Broadway and Broadway project. Updates to food truck permitting were discussed. Updates to the Land Development Code were discussed. Updates to applications moving online were discussed.

CHAIR'S REPORT

The Vice-Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A1: Zoning Change Request - Clifford Lockhart, petitioner, Matthew H. Bailey, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. The petitioner also requests a conditional use approval for “mixed-use” at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Clifford Lockhart

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Dawe to Approve (II basis for approval. “the character of the neighborhood has changed substantially so that rezoning is clearly justified.)

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
--------------	-----	-----	-------

Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		ONLINE
Charles Dawe	X		
Michael Pruitt	X		

Item A2: Conditional Use Request - Clifford Lockhart, petitioner, Matthew H. Bailey, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. The petitioner also requests a conditional use approval for “mixed-use” at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Clifford Lockhart

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Wilson to Approve (basis of staff recommendations)

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		

Michael Dickerson (Online)	X		ONLINE
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

- A. Old Business (Tabled from June 2024 Meeting) Land Development Code Text Amendment Request** - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall to review the proposed amendment in its entirety.

Adjournment:

The meeting was adjourned at 1:54 p.m.

Motion:

Made by Commissioner Venable

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton			ABSENT
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		ONLINE
Charles Dawe	X		
Michael Pruitt	X		

Rebekah Ray, Secretary

Cory Long, AICP, Planning Division Manager

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**



**Planning Commission
Case Fact Sheet**

Name of Petitioners: Clifford Lockhart, representative, Matthew H. Bailey and Jackie Bailey, Property Owners, and Stella Payton, Admin.

Address of Property:
102 South Street

Tax Parcel
2-029K-09-035.00

PPIN:
19729

Ward:
4

Request: **Zoning Change From R-1C (Single-family Residential) to B-1 (Professional Business) and conditional use approval for "mixed-use," contingent upon the zoning approval to B-1.**

Purpose of Request: Clifford Lockhart, petitioner, Matthew H. Bailer, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. The petitioner also requests a conditional use approval for "mixed-use" at the same location, contingent upon the zoning approved to B-1(PPIN 19729, Ward 4, Forrest County).

History / Background: The applicant met with staff in a pre-application meeting to discuss reactivating a 4-plex structure as a legal multi-family residential zoned property. The current zoning of the property, R-1C, does not permit this use and has since lost any conforming status since it has been vacant for 6+ months. The applicants previously, at the June 2024 Planning Commission meeting, requested to rezone the property to R-3, in order to allow it to be reactivated as a 4-plex. The Planning commission recommended denial and City Council upheld the recommendation to deny the zoning change to R-3 on July 18, 2024.

The applicants are now requesting the property be rezoned from R-1C (Single-Family Residential) to B-1 (Professional Business), citing that they believe that the condition of "character of the neighborhood

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**

has changed substantially so that rezoning is clearly justified and there is a public need for rezoning” applies to the property. They cite the rezoning of the surrounding lots to B-2 by Hattiesburg High School as a driver of the transitioning needs of the neighborhood. Contingent upon rezoning approval, the applicants are also requesting conditional use approval for “mixed-use” to “provide 2 office buildings and 2 apartment units.”

The property is also within the North Main Historic District and any exterior changes are subject to approval by the Hattiesburg Historic Conservation Commission.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

R-1C Single-family Residential: The purpose of the R-1C District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

B-1 Professional Business: The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

SECTION 6

6.1 District 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			
R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
B-1	0/100	-	.75	20	25	0 or 15	0	35 feet or 3 stories	80%	20

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**

Present Zoning: R-1C Single-family Residential

Present Use: Vacant

Future Land Use: Neighborhood Conservation District 1

**Surrounding Zoning:
and Land Use:**
North: B-2 Community Business
South: R-1C Single-family Residential
East: R-1C Single-family Residential
West: R-1C Single-family Residential

**Letters or
Concerns stated:** Staff have not received any letters or concerns regarding this project as of finalizing this report.

Option: Recommend **approval** or **denial** of the request for a Zoning Change

Basis for approval (Zoning Change):

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

Basis for Conditional Use Approvals

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

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

August 2024 HPC Item: A

Clifford Lockhart, Representative, Matthew H. Bailey and Jackie Bailey, Property Owners, Stella Payton, Admin.

Request for: **Zoning Change From R-1C (Single Family Residential) to B-1 (Professional Business)**

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

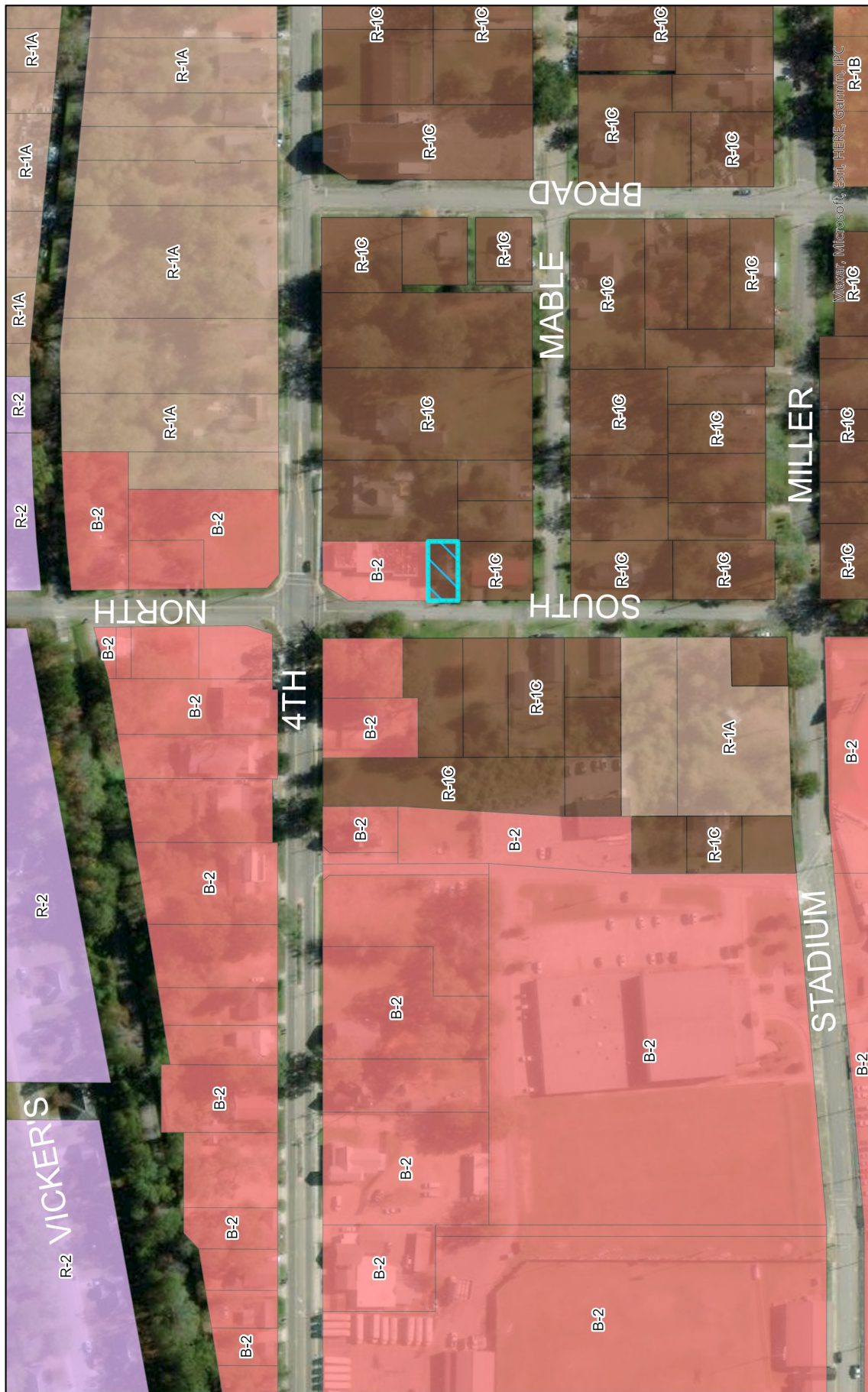
SUBJECT PARCEL

102 South Street—Zoning Change Request

Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner, and S

Clifford Lockhart, petitioner, Matthew H. Bailer, and owner, and Jackie Bailey, owner, and Stella Payton, request approval for rezoning from R-1C (Single-family Residential) to B-1 (Professional Business) for a property located at 102 South Street. a. Conditional Use Request- The petitioner also requests a conditional use approval for “mixed-use” at the same location, contingent upon the zoning approved to B-1 (PPIN 19729, Ward 4, Forrest County).





Zoning Map

- R-1A
- R-1B
- R-1C
- R-2
- B-2
- Subject Property: 102 South Street

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

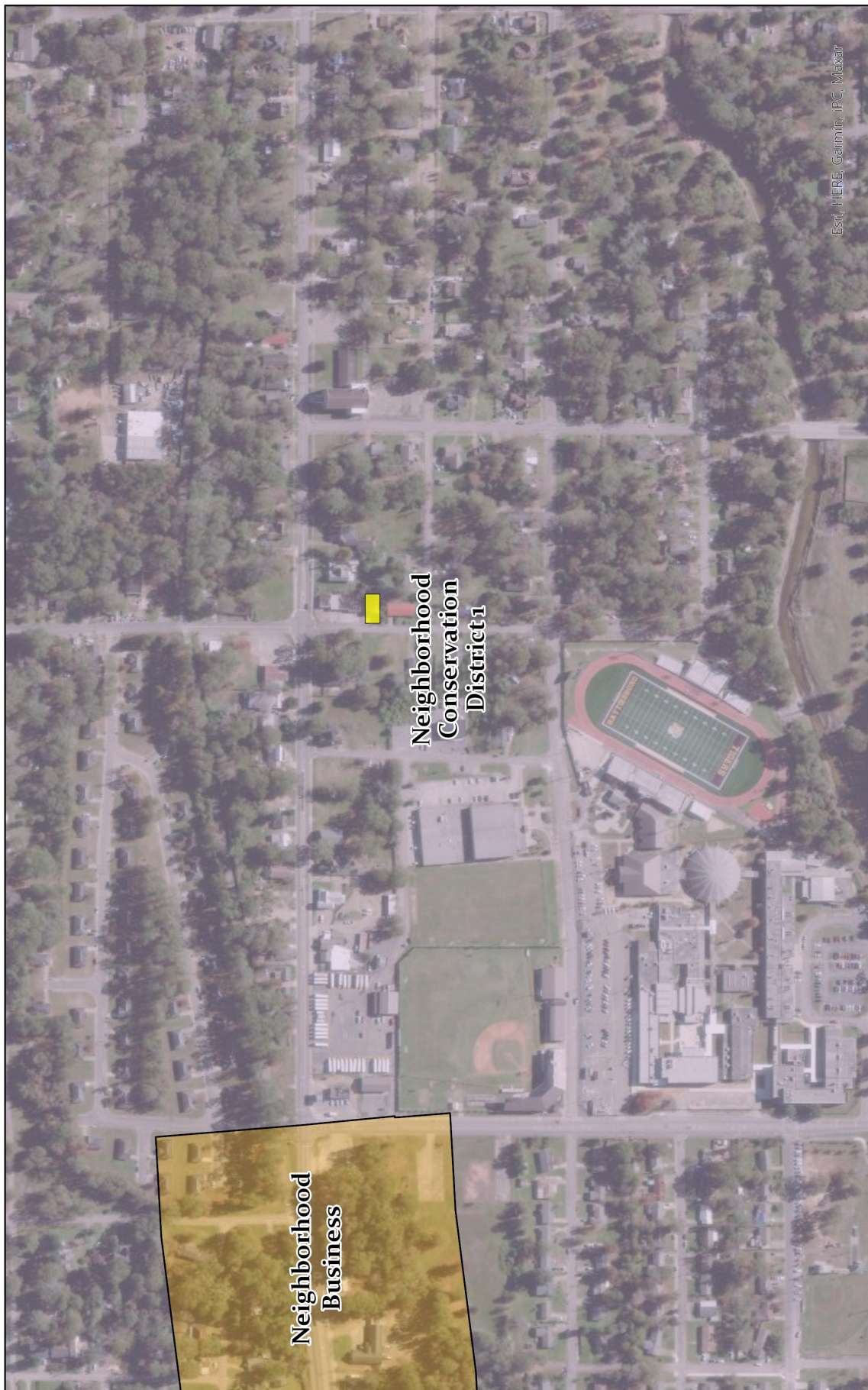
102 South Street
Zoned R-1C
PPIN: 19729
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'22"W 31°19'53"N





Esri, HERE, Garmin, IGC, Mapbox

Zoning Map

 Subject Property: 102 South Street

102 South Street
Zoned R-1C
PPIN: 19729
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'23"W 31°19'52"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.

Site Aerial



Site Aerial

Northern and Southern Directions: B-2 and



Site Aerial

East and Western Directions: R-1C





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, August 20, 2024
Re: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.
File Number: 2024-368
Minute Book #

Summary

Adopt Resolutions of Adjudication 08 20 2024.

Recommendation Statement

I recommend the adoption of resolutions adjudicating property maintenance costs and penalties for the properties on the attached list.

Please place this on the August 20, 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

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: August 20, 2024

RE: Adopt Resolutions of Adjudication

I recommend adopting Resolutions adjudicating and directing the placement as an assessment for the cleanup cost and Title Opinion cost, not to exceed the value of the property by State Law, against the following properties.

Owner	Address	Clean Up Costs	WARD	PPIN
Shiv Hospitality, LLC	0 Hwy 49 North	\$23,080.68	Com/2	27528
Janki Inc	6574 US Highway 49 N	\$24,442.04	Com/2	27526

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: NW ¼ of SE ¼ and the NE ¼ of the SW ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP and Terry's Backhoe & Tree Service on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Shiv Hospitality, LLC	0 Hwy 49 North	2-024M-31-002.00	\$23,080.68
			Total: \$23,080.68

0 Highway 49 North, Hattiesburg, MS 39401, PPIN: 27528, Parcel: 2-024M-31-002.00, and better described as: Begin at a found rebar at the Northeast Corner of the NE ¼ of the SW ¼ of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi; thence run North 89 degrees 51 minutes 31 seconds East 249.43 feet to a found rebar 10.00 feet South of the South bank of Mixon Creek for the Point of Beginning; thence run North 89 degrees 45 minutes 25 seconds East 172.40 feet to a found crimp top pipe; thence run South 00 degrees 46 minutes 59 seconds East 506.59 feet to a found crimp top pipe; thence run South 47 degrees 38 minutes 09 seconds West 308.83 feet to a found crimp top pipe; thence run North 43 degrees 03 minutes 25 seconds West 369.35 feet to a found crimp top pipe; thence run North 88 degrees 10 minutes 53 seconds West 84.88 feet to a found crimp top pipe; thence run South 36 degrees 15 minutes 48 seconds West 329.08 feet to a found flagged iron marker on the Northeast right-of-way of U. S. Highway 49; thence run North 43 degrees 06 minutes 46 seconds West 643.64 feet along said right-of-way to a set rebar 10.00 feet South of the South bank of said Mixon Creek; thence run along a line 10.00 feet South of the South line of said creek as per Deed Book 764, Page 696, for the following calls: North 69 degrees 53 minutes 46 seconds East 70.31 feet; North 77 degrees 51 minutes 44 seconds East 58.00 feet; South 67 degrees 59 minutes 39 seconds East 61.10 feet; South

53 degrees 36 minutes 25 seconds East 74.58 feet; South 78 degrees 48 minutes 52 seconds East 94.78 feet; North 72 degrees 17 minutes 54 seconds East 53.21 feet; South 74 degrees 46 minutes 44 seconds East 40.22 feet; North 72 degrees 43 minutes 40 seconds East 57.07 feet; South 89 degrees 08 minutes 43 seconds East 42.92 feet; North 40 degrees 42 minutes 30 seconds East 33.18 feet; North 73 degrees 12 minutes 55 seconds East 36.32 feet; North 64 degrees 21 minutes 45 seconds East 120.83 feet; North 38 degrees 34 minutes 10 seconds East 26.44 feet; North 74 degrees 03 minutes 59 seconds East 46.03 feet; North 58 degrees 03 minutes 44 seconds East 30.03 feet; North 69 degrees 33 minutes 03 seconds East 48.97 feet; South 84 degrees 10 minutes 30 seconds East 76.30 feet; North 43 degrees 25 minutes 29 seconds East 52.14 feet; North 61 degrees 12 minutes 46 seconds East 95.93 feet; North 13 degrees 34 minutes 13 seconds East 34.66 feet; to the Point of Beginning, all containing 10.06 acres, more or less.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 20th day of August 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 20th day of August 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
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RESOLUTION

INDEXING INSTRUCTIONS: NW 1/4 of SE 1/4, Sec 31, T 5 N, R 13 W, Forrest County, MS

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP on behalf of the City.

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

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, plus applicable penalty against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Janki Inc	6574 US Highway 49 N	2-024M-31-003.00	\$24,442.04
			Total: \$24,442.04

6574 US Highway 49 N, Hattiesburg, MS 39401, PPIN: 27526, Parcel: 2-024M-31-003.00, and better described as: Commence at the Northwest corner of the NW 1/4 of the SE 1/4 of Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, and run South along the West line of said Forty for 897.4 feet to and for the Point of Beginning, thence run East for 50 feet, thence run North for 46 feet, thence run North 47 degrees 24 minutes East for 217.1 feet, thence at right angles run North 42 degrees 36 minutes West for 370 feet, thence run North 87 degrees 46 minutes West for 85 feet, thence run South 36 degrees 38 minutes West for 329.1 feet to a point on the Northeast right-of-way line of U.S. Highway No. 49, thence run Southeasterly along the Northeast right-of-way line of said Highway for 454 feet to the intersection with the West line of the aforesaid NW 1/4 of the SE 1/4, thence run North along the West line of said Forty for 110.8 feet to the Point of Beginning, the said described property being parts of the NW 1/4 of the SE 1/4 and the NE 1/4 of the SW 1/4, all in Section 31, Township 5 North, Range 13 West, Forrest County, Mississippi, and comprising 3.5 acres, more or less, LESS AND EXCEPT 0.06 acres, more or less, heretofore conveyed to the Mississippi Department of Transportation on or the 7th day of July, 1994.

Section 2. That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 20th day of August 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 20th day of August 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2024

Re: Adopt the August 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 fund in excess of 10% of the originally appropriated fund balance.
File Number: 2024-403
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2024 City Council meeting for consideration.

MEMORANDUM

TO : **Mayor Barker, Members of City Council**
FROM : **Malcolm G. Berch CFO**
DATE : **August 20, 2024**
SUBJECT : **Proposed Amendments, FY 2024**

Below is a list of the most significant proposed amendments to the FY 2024 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

Significant items specifically for the **General Fund** include:

- Establishing a Budget for repairs to the Train Depot
- Adjustments to various line items (Electricity, Telephone, etc.) due to projected overages.

Budget amendments in other funds were attributed mostly to transfer of funds in Water & Sewer to pay contractors.

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS
August 20, 2024
FY 2024

GENERAL FUND:

Budgeted Ending Cash as adopted 4,994,668

Amendments to Revenues:

Damages received from Railroad 359,330

Total Amendments to Revenues 359,330

Amendments to Expenditures:

City Attorney - Travel Expenses	(300)
Information Technology - Office Supplies	(1,500)
Intermodal FAC O&M - Electricity, Repairs	(367,330)
G/G Ins other - Telephone	(30,000)
Police - Overtime, Gas	(80,000)
Joint P&F Training - Overtime	(1,500)
Fire - Electricity	(20,000)
P/S Contractual Services - Overtime, Jail Expense	118,500
Street Lights - Adj for increases	(100,000)
Drainage Div - Fuel, Telephone	7,000
Construction - Fuel, Repair & Maint	9,000
Sanitation - Tipping Fees	(50,000)
Animal Control - Overtime	(15,000)

Total Amendments to General Fund Expenditures (531,130)

Budgeted Ending Cash, as Amended \$ 4,822,868

PARKS & RECREATION FUND

Electricity \$ (30,000)

WATER & SEWER:

Fuel, Streets & Structures, Electricity \$ -

WATER & SEWER REV OBLIG

Revenue Issues \$ (3,000)

Supp Env Proj Revenues

Correction for transfer from Water & Sewer Funds \$ (22,800)

Community Centers

Gas, Electricity \$ (28,000)

SPECIAL SALES TAX - PARKS/REC/USM IMPROVEMENTS FUND

Budget for Projected increase in revenue for distribution to USM and
for city Projects \$ (100,000)

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>									
Taxes -Other	\$15,000		\$15,000		\$15,000		\$15,000		\$15,000
Licenses & Permits	4,972,620		4,972,620		\$4,972,620		\$4,972,620		\$4,972,620
Intergovernmental Revenues:							\$0		\$0
Federal	2,764,314	1,009,424	3,773,738	1,315,500	\$5,089,238		\$5,089,238		\$5,089,238
State	450,391	264,856	715,247	240,972	\$956,219	99,200	\$1,055,419		\$1,055,419
State-Shared	27,797,654		27,797,654		\$27,797,654		\$27,797,654		\$27,797,654
County/City Shared	16,000		16,000		\$16,000		\$16,000		\$16,000
Charges for Services:					\$0		\$0		\$0
Public Safety	285,000		285,000		\$285,000		\$285,000		\$285,000
Streets	0		0		\$0		\$0		\$0
Sanitation	2,355,800		2,355,800		\$2,355,800		\$2,355,800		\$2,355,800
Misc.	0		0		\$0		\$0		\$0
Fines & Forf.	931,000		931,000		\$931,000		\$931,000		\$931,000
Misc. Revenues	426,600		426,600		\$426,600		\$426,600	359,330	\$785,930
Transfers-In	1,294,000		1,294,000		\$1,294,000	827	\$1,294,827		\$1,294,827
Non-Revenue Receipts	368,700		368,700		\$368,700		\$368,700		\$368,700
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$41,677,079	\$1,274,280	\$42,951,359	\$1,556,472	\$44,507,831	\$100,027	\$44,607,858	\$359,330	\$44,967,188
Beg. Fund Balance	20,000,000	2,997	20,002,997		\$20,002,997		20,002,997		\$20,002,997
Less Reserve for Court Technology			0		\$0		0		\$0
Less Reserve for Future Debt Service			0		\$0		0		0
Property Tax Levy	21,400,000		21,400,000		\$21,400,000		21,400,000		21,400,000
TOTAL AVAIL. REVENUES	\$83,077,079	\$1,277,277	\$84,354,356	\$1,556,472	\$85,910,828	\$100,027	\$86,010,855	\$359,330	\$86,370,185
<u>THE GENERAL FUND EXPENDITURE BUDGETS:</u>									
001003 City Council									
Personnel	\$399,990		\$399,990		\$399,990		399,990		399,990
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400
Other Services & Charges	244,500		244,500		\$244,500		244,500		244,500
Capital Outlays	6,000		6,000		\$6,000		6,000		6,000
Total - City Council	\$653,890	\$0	\$653,890	\$0	\$653,890	\$0	\$653,890	\$0	\$653,890
001015 City Court									
Personnel	\$1,319,650		\$1,319,650		\$1,319,650	\$7,120	1,326,770		1,326,770
Supplies & Expenses	70,274		70,274		\$70,274		70,274		70,274
Other Services & Charges	564,506		564,506		\$564,506	70,000	634,506		634,506
Capital Outlays	0		0		\$0		0		0
Total - City Court	\$1,954,430	\$0	\$1,954,430	\$0	\$1,954,430	\$77,120	\$2,031,550	\$0	\$2,031,550
001020 Mayor/Admin.									
Personnel	\$946,800	\$5,100	\$951,900	\$7,600	\$959,500		959,500		959,500
Supplies & Expenses	23,050		23,050		\$23,050		23,050		23,050
Other Services & Charges	248,400		248,400		\$248,400		248,400		248,400
Capital Outlays	4,500	35,000	39,500	-35,000	\$4,500		4,500		4,500
Total - Mayor/Admin.	\$1,222,750	\$40,100	\$1,262,850	-\$27,400	\$1,235,450	\$0	\$1,235,450	\$0	\$1,235,450
001030 Elections									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001040 Muni. Clerk									
Personnel	\$209,150		\$209,150		\$209,150		\$209,150		\$209,150
Supplies & Expenses	4,150		4,150		\$4,150		4,150		4,150
Other Services & Charges	49,800		49,800		\$49,800		49,800		49,800
Capital Outlays	0		0		\$0		0		0
Total - Muni Clerk	\$263,100	\$0	\$263,100	\$0	\$263,100	\$0	\$263,100	\$0	\$263,100
001042 Accounting									
Personnel	\$366,200	\$72,600	\$438,800	\$18,900	\$457,700		\$457,700		\$457,700
Supplies & Expenses	6,500		6,500		\$6,500	1,851	8,351		8,351
Other Services & Charges	5,700		5,700		\$5,700	-1,851	3,849		3,849
Capital Outlays	0		0		\$0		0		0
Total - Accounting	\$378,400	\$72,600	\$451,000	\$18,900	\$469,900	\$0	\$469,900	\$0	\$469,900
001045 Purchasing									
Personnel	\$152,630		\$152,630		\$152,630		\$152,630		\$152,630
Supplies & Expenses	2,750		2,750		\$2,750		2,750		2,750
Other Services & Charges	3,284		3,284		\$3,284		3,284		3,284
Capital Outlays	0		0		\$0		0		0
Total - Purchasing	\$158,664	\$0	\$158,664	\$0	\$158,664	\$0	\$158,664	\$0	\$158,664
001060 City Attorney									
Personnel	\$96,660		\$96,660		\$96,660		\$96,660		\$96,660
Supplies & Expenses	100		100		\$100		100		100
Other Services & Charges	600		600		\$600		600	300	900
Capital Outlays	0		0		\$0		0		0
Total - City Attorney	\$97,360	\$0	\$97,360	\$0	\$97,360	\$0	\$97,360	\$300	\$97,660

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001080 Human Resources									
Personnel	\$265,200		\$265,200	\$26,450	\$291,650		\$291,650		\$291,650
Supplies & Expenses	7,800		7,800		\$7,800		7,800		7,800
Other Services & Charges	5,600		5,600	5,500	\$11,100		11,100		11,100
Capital Outlays	0		0		\$0		0		0
Total - Human Resources	\$278,600	\$0	\$278,600	\$31,950	\$310,550	\$0	\$310,550	\$0	\$310,550
001081 Loss Control									
Personnel	\$126,910		\$126,910	-\$26,450	\$100,460		\$100,460		\$100,460
Supplies & Expenses	6,000		6,000		\$6,000		6,000		6,000
Other Services & Charges	3,700		3,700		\$3,700		3,700		3,700
Capital Outlays	0		0		\$0		0		0
Total - Loss Control	\$136,610	\$0	\$136,610	-\$26,450	\$110,160	\$0	\$110,160	\$0	\$110,160
001090 Urban Development									
Personnel	\$634,940		\$634,940	\$5,350	\$640,290	\$1,960	\$642,250		\$642,250
Supplies & Expenses	24,945	1,000	25,945		\$25,945	5,200	31,145		31,145
Other Services & Charges	134,180	24,000	158,180		\$158,180	3,000	161,180		161,180
Capital Outlays	0		0		\$0		0		0
Total - Urban Dev.	\$794,065	\$25,000	\$819,065	\$5,350	\$824,415	\$10,160	\$834,575	\$0	\$834,575
001091 Information Systems									
Personnel	\$346,300		\$346,300		\$346,300		\$346,300		\$346,300
Supplies & Expenses	39,100		39,100		\$39,100		39,100	1,500	40,600
Other Services & Charges	821,000		821,000		\$821,000		821,000		821,000
Capital Outlays	40,000		40,000		\$40,000		40,000		40,000
Total - Inf. Systems	\$1,246,400	\$0	\$1,246,400	\$0	\$1,246,400	\$0	\$1,246,400	\$1,500	\$1,247,900
001092 Gen. Gov't Building									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	24,000		24,000		\$24,000		24,000		24,000
Other Services & Charges	177,600		177,600		\$177,600	250,000	427,600		427,600
Capital Outlays	0		0		\$0		0		0
Total - Gen. Gov't Building	\$201,600	\$0	\$201,600	\$0	\$201,600	\$250,000	\$451,600	\$0	\$451,600
001093 Intermodal Facility (Depot) O & M									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	13,300		13,300		\$13,300		13,300		13,300
Other Services & Charges	84,700		84,700		\$84,700		84,700	367,330	452,030
Capital Outlays	0		0		\$0		0		0
Total - Depot O & M	\$98,000	\$0	\$98,000	\$0	\$98,000	\$0	\$98,000	\$367,330	\$465,330
001094 Metro Planning									
Personnel	\$202,570	\$11,350	\$213,920		\$213,920		\$213,920		\$213,920
Supplies & Expenses	13,150		13,150		\$13,150		13,150		13,150
Other Services & Charges	245,250		245,250		\$245,250		245,250		245,250
Capital Outlays	0		0		\$0		0		0
Total - Metro Planning	\$460,970	\$11,350	\$472,320	\$0	\$472,320	\$0	\$472,320	\$0	\$472,320
001095 Gen. Gov't Insurance/Other serv.									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000		1,000		1,000
Other Services & Charges	3,323,100		3,323,100		\$3,323,100	160,000	3,483,100	30,000	3,513,100
Capital Outlays	0		0		\$0		0		0
Total - Gen. Gov't Insur/other Serv.	\$3,324,100	\$0	\$3,324,100	\$0	\$3,324,100	\$160,000	\$3,484,100	\$30,000	\$3,514,100
001096 Federal Programs Administration									
Personnel	\$85,140		85,140		\$85,140	\$54,800	139,940		139,940
Supplies	3,500		3,500		\$3,500		3,500		3,500
Other Services & Charges	1,274,396		1,274,396		\$1,274,396	-\$54,800	1,219,596		1,219,596
Capital Outlay	0		0		\$0		0		0
Total - Federal Programs Admin.	\$1,363,036	\$0	\$1,363,036	\$0	\$1,363,036	\$0	\$1,363,036	\$0	\$1,363,036
Recap - General Government Cost Centers									
Personnel	\$5,152,140	\$89,050	\$5,241,190	\$31,850	\$5,273,040	\$83,880	\$5,356,920	\$0	\$5,356,920
Supplies & Expenses	\$243,019	\$1,000	\$244,019	\$0	\$244,019	\$7,051	\$251,070	\$1,500	\$252,570
Other Services & Charges	\$7,186,316	\$24,000	\$7,210,316	\$5,500	\$7,215,816	\$426,349	\$7,642,165	\$397,630	\$8,039,795
Capital Outlays	\$50,500	\$35,000	\$85,500	-\$35,000	\$50,500	\$0	\$50,500	\$0	\$50,500
Total - Gen. Government	\$12,631,975	\$149,050	\$12,781,025	\$2,350	\$12,783,375	\$497,280	\$13,280,655	\$399,130	\$13,679,785
001100 Police									
Personnel	\$12,958,300		\$12,958,300	\$3,945	\$12,962,245	\$200,630	\$13,162,875	\$100,000	\$13,262,875
Supplies & Expenses	772,460	110,400	882,860		\$882,860		882,860	-\$20,000	862,860
Other Services & Charges	1,205,259	4,846	1,210,105	8,900	\$1,219,005	196,000	1,415,005		1,415,005
Capital Outlays	14,095	864,520	878,615		\$878,615		878,615		878,615
Total - Police	\$14,950,114	\$979,766	\$15,929,880	\$12,845	\$15,942,725	\$396,630	\$16,339,355	\$80,000	\$16,419,355
001131 Police & Fire Training									
Personnel	\$49,550		\$49,550	\$3,150	\$52,700		\$52,700	\$1,500	\$54,200
Supplies & Expenses	101,072		101,072	12,822	\$113,894		113,894		113,894
Other Services & Charges	85,495		85,495		\$85,495		85,495		85,495
Capital Outlays	0		0		\$0		0		0
Total - Police & Fire Training	\$236,117	\$0	\$236,117	\$15,972	\$252,089	\$0	\$252,089	\$1,500	\$253,589

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001160 Fire									
Personnel	\$10,843,700	\$4,400	\$10,848,100	\$9,365	\$10,857,465		\$10,857,465		\$10,857,465
Supplies & Expenses	324,200		324,200		\$324,200		324,200		324,200
Other Services & Charges	338,720		338,720		\$338,720	14,000	352,720	20,000	372,720
Capital Outlays	0		0	130,000	\$130,000		130,000		130,000
Total - Fire Dept.	\$11,506,620	\$4,400	\$11,511,020	\$139,365	\$11,650,385	\$14,000	\$11,664,385	\$20,000	\$11,684,385
001180 Code Enforcement									
Personnel	\$751,000		\$751,000		\$751,000		\$751,000		\$751,000
Supplies & Expenses	31,755	5,000	36,755	5,000	\$41,755	3,000	44,755		44,755
Other Services & Charges	230,450	40,000	270,450	100,000	\$370,450	9,000	379,450		379,450
Capital Outlays	0	110,000	110,000		\$110,000	-12,000	98,000		98,000
Total - Code Enforcement	\$1,013,205	\$155,000	\$1,168,205	\$105,000	\$1,273,205	\$0	\$1,273,205	\$0	\$1,273,205
001190 Contractual Services - Public Safety									
Personnel	\$233,890		\$233,890		\$233,890		\$233,890	\$51,500	\$285,390
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	949,459		949,459		\$949,459		949,459	-170,000	779,459
Capital Outlays	0		0		\$0		0		0
Total - Cont. Serv. - Public Safety	\$1,183,349	\$0	\$1,183,349	\$0	\$1,183,349	\$0	\$1,183,349	-\$118,500	\$1,064,849
Public Services Cost Centers:									
001191 Traffic Maint.									
Personnel	\$350,800		\$350,800		\$350,800		\$350,800		\$350,800
Supplies & Expenses	145,550		145,550		\$145,550	6,000	151,550		151,550
Other Services & Charges	108,250		108,250		\$108,250		108,250		108,250
Capital Outlays	0	236,600	236,600		\$236,600		236,600		236,600
Total - Traffic Maint.	\$604,600	\$236,600	\$841,200	\$0	\$841,200	\$6,000	\$847,200	\$0	\$847,200
001201 Streets									
Personnel	\$1,085,950		\$1,085,950	\$4,725	\$1,090,675		\$1,090,675		\$1,090,675
Supplies & Expenses	340,700		340,700		\$340,700	16,500	357,200		357,200
Other Services & Charges	1,630,600	43,075	1,673,675		\$1,673,675	10,000	1,683,675		1,683,675
Capital Outlays	0	433,000	433,000		\$433,000		433,000		433,000
Total - Streets	\$3,057,250	\$476,075	\$3,533,325	\$4,725	\$3,538,050	\$26,500	\$3,564,550	\$0	\$3,564,550
001202 Street Lights									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,400,000		1,400,000		\$1,400,000		1,400,000	100,000	1,500,000
Capital Outlays	0		0		\$0		0		0
Total - Street Lights	\$1,400,000	\$0	\$1,400,000	\$0	\$1,400,000	\$0	\$1,400,000	\$100,000	\$1,500,000
001203 Engineering									
Personnel	\$649,820		\$649,820		\$649,820		\$649,820		\$649,820
Supplies & Expenses	16,350		16,350		\$16,350		16,350		16,350
Other Services & Charges	357,702		357,702		\$357,702		357,702		357,702
Capital Outlays	0		0		\$0		0		0
Total - Engineering	\$1,023,872	\$0	\$1,023,872	\$0	\$1,023,872	\$0	\$1,023,872	\$0	\$1,023,872
001204 Shop									
Personnel	\$490,400		\$490,400		\$490,400		\$490,400		\$490,400
Supplies & Expenses	29,950		29,950		\$29,950		29,950		29,950
Other Services & Charges	56,600		56,600		\$56,600	6,000	62,600		62,600
Capital Outlays	0		0		\$0		0		0
Total - Shop	\$576,950	\$0	\$576,950	\$0	\$576,950	\$6,000	\$582,950	\$0	\$582,950
001205 GOFS									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	5,120		5,120		\$5,120		5,120		5,120
Other Services & Charges	18,900		18,900		\$18,900		18,900		18,900
Capital Outlays	0		0		\$0		0		0
Total - GOFS	\$24,020	\$0	\$24,020	\$0	\$24,020	\$0	\$24,020	\$0	\$24,020
001206 Drainage									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	8,500		8,500		\$8,500		8,500	3,000	11,500
Other Services & Charges	93,000		93,000		\$93,000		93,000	-10,000	83,000
Capital Outlays	670,000		670,000		\$670,000		670,000		670,000
Total - Drainage	\$771,500	\$0	\$771,500	\$0	\$771,500	\$0	\$771,500	-\$7,000	\$764,500
001207 Construction									
Personnel	\$682,200		\$682,200		\$682,200		\$682,200		\$682,200
Supplies & Expenses	121,950		121,950		\$121,950		121,950	-9,000	112,950
Other Services & Charges	149,800		149,800		\$149,800		149,800		149,800
Capital Outlays	0	24,000	24,000		\$24,000		24,000		24,000
Total - Construction	\$953,950	\$24,000	\$977,950	\$0	\$977,950	\$0	\$977,950	-\$9,000	\$968,950
001220 Sanitation									
Personnel	\$2,020,570	\$13,100	2,033,670		\$2,033,670		\$2,033,670		\$2,033,670
Supplies & Expenses	440,100		440,100	50,000	\$490,100	109,000	599,100		599,100
Other Services & Charges	1,568,950		1,568,950	100,000	\$1,668,950	88,000	1,756,950	50,000	1,806,950
Capital Outlays	0	605,000	605,000		\$605,000	660,000	1,265,000		1,265,000
Total - Sanitation	\$4,029,620	\$618,100	\$4,647,720	\$150,000	\$4,797,720	\$857,000	\$5,654,720	\$50,000	\$5,704,720

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001221 Street Cleaning									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001250 Health									
Personnel	\$1,481,280		\$1,481,280		\$1,481,280		\$1,481,280		\$1,481,280
Supplies & Expenses	134,000		134,000		\$134,000		134,000		134,000
Other Services & Charges	5,400		5,400		\$5,400		5,400		5,400
Capital Outlays	0		0		\$0		0		0
Total - Health	\$1,620,680	\$0	\$1,620,680	\$0	\$1,620,680	\$0	\$1,620,680	\$0	\$1,620,680
Recap - Public Services:									
Personnel	\$6,761,020	\$13,100	\$6,774,120	\$4,725	\$6,778,845	\$0	\$6,778,845	\$0	\$6,778,845
Supplies & Expenses	\$1,242,220	0	1,242,220	50,000	\$1,292,220	131,500	1,423,720	-6,000	1,417,720
Other Services & Charges	\$5,389,202	43,075	5,432,277	100,000	\$5,532,277	104,000	5,636,277	140,000	5,776,277
Capital Outlays	\$670,000	1,298,600	1,968,600	0	\$1,968,600	660,000	2,628,600	0	2,628,600
Total - Public Services	\$14,062,442	\$1,354,775	\$15,417,217	\$154,725	\$15,571,942	\$895,500	\$16,467,442	\$134,000	\$16,601,442
001260 Animal Control									
Personnel	\$159,200		\$159,200		\$159,200		\$159,200	\$15,000	\$174,200
Supplies & Expenses	10,900		10,900		\$10,900	3,200	14,100		14,100
Other Services & Charges	185,550	70,000	255,550		\$255,550	67,000	322,550		322,550
Capital Outlays	0	56,550	56,550		\$56,550		56,550		56,550
Total - Animal Control	\$355,650	\$126,550	\$482,200	\$0	\$482,200	\$70,200	\$552,400	\$15,000	\$567,400
001280 Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	313,500		313,500		\$313,500		313,500		313,500
Capital Outlays			0		\$0		0		0
Total - Human/Social Assist.	\$313,500	\$0	\$313,500	\$0	\$313,500	\$0	\$313,500	\$0	\$313,500
001402 Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	0	9,671,496	9,671,496	-4,000,000	\$5,671,496		5,671,496		5,671,496
Capital Outlays	84,148		84,148	5,616,500	\$5,700,648		5,700,648		5,700,648
Total - Economic Dev.	\$84,148	\$9,671,496	\$9,755,644	\$1,616,500	\$11,372,144		\$11,372,144	\$0	\$11,372,144
001460 Debt Service									
Principal	\$822,778		\$822,778		\$822,778		\$822,778		\$822,778
Interest	319,425		\$319,425		\$319,425		\$319,425		\$319,425
Paying Agent Fee	3,000		\$3,000		\$3,000		\$3,000		\$3,000
Total Debt Service	\$1,145,203	\$0	\$1,145,203	\$0	\$1,145,203	\$0	\$1,145,203	\$0	\$1,145,203
001551 Airport									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	17,650		17,650		\$17,650		17,650		17,650
Other Services & Charges	40,550		40,550		\$40,550		40,550		40,550
Capital Outlays	0		0		\$0		0		0
Total - Airport	\$58,200	\$0	\$58,200	\$0	\$58,200	\$0	\$58,200	\$0	\$58,200
001553 Cemetery									
Personnel	\$919,200	-\$12,960	\$906,240		\$906,240		\$906,240		\$906,240
Supplies & Expenses	82,350		82,350		\$82,350		82,350		82,350
Other Services & Charges	60,301		60,301		\$60,301	3,553	63,854		63,854
Capital Outlays	60,500	18,200	78,700		\$78,700		78,700		78,700
Total - Cemetery	\$1,122,351	\$5,240	\$1,127,591	\$0	\$1,127,591	\$3,553	\$1,131,144	\$0	\$1,131,144
001560 Parking Garages									
Personnel	\$53,700		\$53,700		\$53,700		\$53,700		\$53,700
Supplies & Expenses	2,050		2,050		\$2,050		2,050		2,050
Other Services & Charges	54,350		54,350	20,000	\$74,350		74,350		74,350
Capital Outlays	0		0		\$0		0		0
Total - Parking Garages	\$110,100	\$0	\$110,100	\$20,000	\$130,100	\$0	\$130,100	\$0	\$130,100
Transfers to Other Funds	\$4,304,016	1,181,000	\$5,485,016	228,000	\$5,713,016	140,000	\$5,853,016		\$5,853,016
EXPENDITURES & TRANSFERS	\$63,076,990	\$13,627,277	\$76,704,267	\$2,294,757	\$78,999,024	\$2,017,163	\$81,016,187	\$531,130	\$81,547,317
Recap - General Fund									
Personnel	\$37,881,700	\$93,590	\$37,975,290	\$53,035	\$38,028,325	\$264,510	\$38,292,835	\$168,000	\$38,460,835
Supplies & Expenses	2,827,676	116,400	2,944,076	67,822	3,011,898	144,751	3,156,649	-24,500	3,132,149
Other Services & Charges	16,042,152	9,853,417	25,895,569	-3,765,600	22,129,969	819,902	22,949,871	387,630	23,337,501
Capital Outlays	879,243	2,382,870	3,262,113	5,711,500	8,973,613	648,000	9,621,613	0	9,621,613
Principal Payments	822,778	0	822,778	0	822,778	0	822,778	0	822,778
Interest Payments	319,425	0	319,425	0	319,425	0	319,425	0	319,425
Total - Gen. Fund Cost Centers	\$58,772,974	\$12,446,277	\$71,219,251	\$2,066,757	\$73,286,008	\$1,877,163	\$75,163,171	\$531,130	\$75,694,301
Transfers to Other Funds	4,304,016	1,181,000	5,485,016	228,000	5,713,016	140,000	5,853,016	0	5,853,016
Total - Expenditures & Transfers	\$63,076,990	\$13,627,277	\$76,704,267	\$2,294,757	\$78,999,024	\$2,017,163	\$81,016,187	\$531,130	\$81,547,317
Ending Cash Budget	\$20,000,089	-\$12,350,000	\$7,650,089	-\$738,285	\$6,911,804	-\$1,917,136	\$4,994,668	-\$171,800	\$4,822,868

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
ADMINISTRATIVE	\$12,631,975		\$12,781,025		\$12,783,375		\$13,280,655		\$13,679,785
POLICE & ACADEMY	\$15,186,231		\$16,165,997		\$16,194,814		\$16,591,444		\$16,672,944
FIRE	\$11,506,620		\$11,511,020		\$11,650,385		\$11,664,385		\$11,684,385
CODE ENFORCEMENT	\$1,013,205		\$1,168,205		\$1,273,205		\$1,273,205		\$1,273,205
PUBLIC WORKS	\$14,062,442		\$15,417,217		\$15,571,942		\$16,467,442		\$16,601,442
DEBT SERVICE	\$1,145,203		\$1,145,203		\$1,145,203		\$1,145,203		\$1,145,203
OTHER	\$3,227,298		\$13,030,584		\$14,667,084		\$14,740,837		\$14,637,337
TRANSFERS	\$4,304,016		\$5,485,016		\$5,713,016		\$5,853,016		\$5,853,016
PERSONNEL	\$37,881,700		\$37,975,290		\$38,028,325		\$38,292,835	\$168,000	\$38,460,835
SUPPLIES	\$2,827,676		\$2,944,076		\$3,011,898		\$3,156,649	-\$24,500	\$3,132,149
OTHER SERVICES & CHARGES	\$16,042,152		\$25,895,569		\$22,129,969		\$22,949,871	\$387,630	\$23,337,501
CAPITAL OUTLAY	\$879,243		\$3,262,113		\$8,973,613		\$9,621,613	\$0	\$9,621,613
DEBT SERVICE	\$1,142,203		\$1,142,203		\$1,142,203		\$1,142,203	\$0	\$1,142,203
TRANSFERS	\$4,304,016		\$5,485,016		\$5,713,016		\$5,853,016	\$0	\$5,853,016

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>									
Taxes -Other	\$15,000		\$15,000		\$15,000		\$15,000		\$15,000
Licenses & Permits	4,972,620		4,972,620		\$4,972,620		\$4,972,620		\$4,972,620
Intergovernmental Revenues:							\$0		\$0
Federal	2,764,314	1,009,424	3,773,738	1,315,500	\$5,089,238		\$5,089,238		\$5,089,238
State	450,391	264,856	715,247	240,972	\$956,219	99,200	\$1,055,419		\$1,055,419
State-Shared	27,797,654		27,797,654		\$27,797,654		\$27,797,654		\$27,797,654
County/City Shared	16,000		16,000		\$16,000		\$16,000		\$16,000
Charges for Services:					\$0		\$0		\$0
Public Safety	285,000		285,000		\$285,000		\$285,000		\$285,000
Streets	0		0		\$0		\$0		\$0
Sanitation	2,355,800		2,355,800		\$2,355,800		\$2,355,800		\$2,355,800
Misc.	0		0		\$0		\$0		\$0
Fines & Forf.	931,000		931,000		\$931,000		\$931,000		\$931,000
Misc. Revenues	426,600		426,600		\$426,600		\$426,600	359,330	\$785,930
Transfers-In	1,294,000		1,294,000		\$1,294,000	827	\$1,294,827		\$1,294,827
Non-Revenue Receipts	368,700		368,700		\$368,700		\$368,700		\$368,700
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$41,677,079	\$1,274,280	\$42,951,359	\$1,556,472	\$44,507,831	\$100,027	\$44,607,858	\$359,330	\$44,967,188
Beg. Fund Balance	20,000,000	2,997	20,002,997		\$20,002,997		20,002,997		\$20,002,997
Less Reserve for Court Technology			0		\$0		0		\$0
Less Reserve for Future Debt Service			0		\$0		0		0
Property Tax Levy	21,400,000		21,400,000		\$21,400,000		21,400,000		21,400,000
TOTAL AVAIL. REVENUES	\$83,077,079	\$1,277,277	\$84,354,356	\$1,556,472	\$85,910,828	\$100,027	\$86,010,855	\$359,330	\$86,370,185
<u>THE GENERAL FUND EXPENDITURE BUDGETS:</u>									
001003 City Council									
Personnel	\$399,990		\$399,990		\$399,990		399,990		399,990
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400
Other Services & Charges	244,500		244,500		\$244,500		244,500		244,500
Capital Outlays	6,000		6,000		\$6,000		6,000		6,000
Total - City Council	\$653,890	\$0	\$653,890	\$0	\$653,890	\$0	\$653,890	\$0	\$653,890
001015 City Court									
Personnel	\$1,319,650		\$1,319,650		\$1,319,650	\$7,120	1,326,770		1,326,770
Supplies & Expenses	70,274		70,274		\$70,274		70,274		70,274
Other Services & Charges	564,506		564,506		\$564,506	70,000	634,506		634,506
Capital Outlays	0		0		\$0		0		0
Total - City Court	\$1,954,430	\$0	\$1,954,430	\$0	\$1,954,430	\$77,120	\$2,031,550	\$0	\$2,031,550
001020 Mayor/Admin.									
Personnel	\$946,800	\$5,100	\$951,900	\$7,600	\$959,500		959,500		959,500
Supplies & Expenses	23,050		23,050		\$23,050		23,050		23,050
Other Services & Charges	248,400		248,400		\$248,400		248,400		248,400
Capital Outlays	4,500	35,000	39,500	-35,000	\$4,500		4,500		4,500
Total - Mayor/Admin.	\$1,222,750	\$40,100	\$1,262,850	-\$27,400	\$1,235,450	\$0	\$1,235,450	\$0	\$1,235,450
001030 Elections									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001040 Muni. Clerk									
Personnel	\$209,150		\$209,150		\$209,150		\$209,150		\$209,150
Supplies & Expenses	4,150		4,150		\$4,150		4,150		4,150
Other Services & Charges	49,800		49,800		\$49,800		49,800		49,800
Capital Outlays	0		0		\$0		0		0
Total - Muni Clerk	\$263,100	\$0	\$263,100	\$0	\$263,100	\$0	\$263,100	\$0	\$263,100
001042 Accounting									
Personnel	\$366,200	\$72,600	\$438,800	\$18,900	\$457,700		\$457,700		\$457,700
Supplies & Expenses	6,500		6,500		\$6,500	1,851	8,351		8,351
Other Services & Charges	5,700		5,700		\$5,700	-1,851	3,849		3,849
Capital Outlays	0		0		\$0		0		0
Total - Accounting	\$378,400	\$72,600	\$451,000	\$18,900	\$469,900	\$0	\$469,900	\$0	\$469,900
001045 Purchasing									
Personnel	\$152,630		\$152,630		\$152,630		\$152,630		\$152,630
Supplies & Expenses	2,750		2,750		\$2,750		2,750		2,750
Other Services & Charges	3,284		3,284		\$3,284		3,284		3,284
Capital Outlays	0		0		\$0		0		0
Total - Purchasing	\$158,664	\$0	\$158,664	\$0	\$158,664	\$0	\$158,664	\$0	\$158,664
001060 City Attorney									
Personnel	\$96,660		\$96,660		\$96,660		\$96,660		\$96,660
Supplies & Expenses	100		100		\$100		100		100
Other Services & Charges	600		600		\$600		600	300	900
Capital Outlays	0		0		\$0		0		0
Total - City Attorney	\$97,360	\$0	\$97,360	\$0	\$97,360	\$0	\$97,360	\$300	\$97,660

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001080 Human Resources									
Personnel	\$265,200		\$265,200	\$26,450	\$291,650		\$291,650		\$291,650
Supplies & Expenses	7,800		7,800		\$7,800		7,800		7,800
Other Services & Charges	5,600		5,600	5,500	\$11,100		11,100		11,100
Capital Outlays	0		0		\$0		0		0
Total - Human Resources	\$278,600	\$0	\$278,600	\$31,950	\$310,550	\$0	\$310,550	\$0	\$310,550
001081 Loss Control									
Personnel	\$126,910		\$126,910	-\$26,450	\$100,460		\$100,460		\$100,460
Supplies & Expenses	6,000		6,000		\$6,000		6,000		6,000
Other Services & Charges	3,700		3,700		\$3,700		3,700		3,700
Capital Outlays	0		0		\$0		0		0
Total - Loss Control	\$136,610	\$0	\$136,610	-\$26,450	\$110,160	\$0	\$110,160	\$0	\$110,160
001090 Urban Development									
Personnel	\$634,940		\$634,940	\$5,350	\$640,290	\$1,960	\$642,250		\$642,250
Supplies & Expenses	24,945	1,000	25,945		\$25,945	5,200	31,145		31,145
Other Services & Charges	134,180	24,000	158,180		\$158,180	3,000	161,180		161,180
Capital Outlays	0		0		\$0		0		0
Total - Urban Dev.	\$794,065	\$25,000	\$819,065	\$5,350	\$824,415	\$10,160	\$834,575	\$0	\$834,575
001091 Information Systems									
Personnel	\$346,300		\$346,300		\$346,300		\$346,300		\$346,300
Supplies & Expenses	39,100		39,100		\$39,100		39,100	1,500	40,600
Other Services & Charges	821,000		821,000		\$821,000		821,000		821,000
Capital Outlays	40,000		40,000		\$40,000		40,000		40,000
Total - Inf. Systems	\$1,246,400	\$0	\$1,246,400	\$0	\$1,246,400	\$0	\$1,246,400	\$1,500	\$1,247,900
001092 Gen. Gov't Building									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses	24,000		24,000		\$24,000		24,000		24,000
Other Services & Charges	177,600		177,600		\$177,600	250,000	427,600		427,600
Capital Outlays	0		0		\$0		0		0
Total - Gen. Gov't Building	\$201,600	\$0	\$201,600	\$0	\$201,600	\$250,000	\$451,600	\$0	\$451,600
001093 Intermodal Facility (Depot) O & M:									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	13,300		13,300		\$13,300		13,300		13,300
Other Services & Charges	84,700		84,700		\$84,700		84,700	367,330	452,030
Capital Outlays	0		0		\$0		0		0
Total - Depot O & M	\$98,000	\$0	\$98,000	\$0	\$98,000	\$0	\$98,000	\$367,330	\$465,330
001094 Metro Planning									
Personnel	\$202,570	\$11,350	\$213,920		\$213,920		\$213,920		\$213,920
Supplies & Expenses	13,150		13,150		\$13,150		13,150		13,150
Other Services & Charges	245,250		245,250		\$245,250		245,250		245,250
Capital Outlays	0		0		\$0		0		0
Total - Metro Planning	\$460,970	\$11,350	\$472,320	\$0	\$472,320	\$0	\$472,320	\$0	\$472,320
001095 Gen. Gov't Insurance/Other serv.									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000		1,000		1,000
Other Services & Charges	3,323,100		3,323,100		\$3,323,100	160,000	3,483,100	30,000	3,513,100
Capital Outlays	0		0		\$0		0		0
Total - Gen. Gov't Insur/other Serv.	\$3,324,100	\$0	\$3,324,100	\$0	\$3,324,100	\$160,000	\$3,484,100	\$30,000	\$3,514,100
001096 Federal Programs Administration									
Personnel	\$85,140		85,140		\$85,140	\$54,800	139,940		139,940
Supplies	3,500		3,500		\$3,500		3,500		3,500
Other Services & Charges	1,274,396		1,274,396		\$1,274,396	-\$54,800	1,219,596		1,219,596
Capital Outlay	0		0		\$0		0		0
Total - Federal Programs Admin.	\$1,363,036	\$0	\$1,363,036	\$0	\$1,363,036	\$0	\$1,363,036	\$0	\$1,363,036
Recap - General Government Cost Centers									
Personnel	\$5,152,140	\$89,050	\$5,241,190	\$31,850	\$5,273,040	\$63,880	\$5,336,920	\$0	\$5,336,920
Supplies & Expenses	\$243,019	\$1,000	\$244,019	\$0	\$244,019	\$7,051	\$251,070	\$1,500	\$252,570
Other Services & Charges	\$7,186,316	\$24,000	\$7,210,316	\$5,500	\$7,215,816	\$426,349	\$7,642,165	\$397,630	\$8,039,795
Capital Outlays	\$50,500	\$35,000	\$85,500	-\$35,000	\$50,500	\$0	\$50,500	\$0	\$50,500
Total - Gen. Government	\$12,631,975	\$149,050	\$12,781,025	\$2,350	\$12,783,375	\$497,280	\$13,280,655	\$399,130	\$13,679,785
001100 Police									
Personnel	\$12,958,300		\$12,958,300	\$3,945	\$12,962,245	\$200,630	\$13,162,875	\$100,000	\$13,262,875
Supplies & Expenses	772,460	110,400	882,860		\$882,860		882,860	-\$20,000	862,860
Other Services & Charges	1,205,259	4,040	1,210,105	0,900	\$1,219,005	190,000	1,415,005		1,415,005
Capital Outlays	14,095	864,520	878,615		\$878,615		878,615		878,615
Total - Police	\$14,950,114	\$979,766	\$15,929,880	\$12,845	\$15,942,725	\$396,630	\$16,339,355	\$80,000	\$16,419,355
001131 Police & Fire Training									
Personnel	\$49,550		\$49,550	\$3,150	\$52,700		\$52,700	\$1,500	\$54,200
Supplies & Expenses	101,072		101,072	12,822	\$113,894		113,894		113,894
Other Services & Charges	85,495		85,495		\$85,495		85,495		85,495
Capital Outlays	0		0		\$0		0		0
Total - Police & Fire Training	\$236,117	\$0	\$236,117	\$15,972	\$252,089	\$0	\$252,089	\$1,500	\$253,589

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001160 Fire									
Personnel	\$10,843,700	\$4,400	\$10,848,100	\$9,365	\$10,857,465		\$10,857,465		\$10,857,465
Supplies & Expenses	324,200		324,200		\$324,200		324,200		324,200
Other Services & Charges	338,720		338,720		\$338,720	14,000	352,720	20,000	372,720
Capital Outlays	0		0	130,000	\$130,000		130,000		130,000
Total - Fire Dept.	\$11,506,620	\$4,400	\$11,511,020	\$139,365	\$11,650,385	\$14,000	\$11,664,385	\$20,000	\$11,684,385
001180 Code Enforcement									
Personnel	\$751,000		\$751,000		\$751,000		\$751,000		\$751,000
Supplies & Expenses	31,755	5,000	36,755	5,000	\$41,755	3,000	44,755		44,755
Other Services & Charges	230,450	40,000	270,450	100,000	\$370,450	9,000	379,450		379,450
Capital Outlays	0	110,000	110,000		\$110,000	-12,000	98,000		98,000
Total - Code Enforcement	\$1,013,205	\$155,000	\$1,168,205	\$105,000	\$1,273,205	\$0	\$1,273,205	\$0	\$1,273,205
001190 Contractual Services - Public Safety									
Personnel	\$233,890		\$233,890		\$233,890		\$233,890	\$51,500	\$285,390
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	949,459		949,459		\$949,459		949,459	-170,000	779,459
Capital Outlays	0		0		\$0		0		0
Total - Cont. Serv. - Public Safety	\$1,183,349	\$0	\$1,183,349	\$0	\$1,183,349	\$0	\$1,183,349	-\$118,500	\$1,064,849
Public Services Cost Centers:									
001191 Traffic Maint.									
Personnel	\$350,800		\$350,800		\$350,800		\$350,800		\$350,800
Supplies & Expenses	145,550		145,550		\$145,550	6,000	151,550		151,550
Other Services & Charges	108,250		108,250		\$108,250		108,250		108,250
Capital Outlays	0	236,600	236,600		\$236,600		236,600		236,600
Total - Traffic Maint.	\$604,600	\$236,600	\$841,200	\$0	\$841,200	\$6,000	\$847,200	\$0	\$847,200
001201 Streets									
Personnel	\$1,085,950		\$1,085,950	\$4,725	\$1,090,675		\$1,090,675		\$1,090,675
Supplies & Expenses	340,700		340,700		\$340,700	16,500	357,200		357,200
Other Services & Charges	1,630,600	43,075	1,673,675		\$1,673,675	10,000	1,683,675		1,683,675
Capital Outlays	0	433,000	433,000		\$433,000		433,000		433,000
Total - Streets	\$3,057,250	\$476,075	\$3,533,325	\$4,725	\$3,538,050	\$26,500	\$3,564,550	\$0	\$3,564,550
001202 Street Lights									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	1,400,000		1,400,000		\$1,400,000		1,400,000	100,000	1,500,000
Capital Outlays	0		0		\$0		0		0
Total - Street Lights	\$1,400,000	\$0	\$1,400,000	\$0	\$1,400,000	\$0	\$1,400,000	\$100,000	\$1,500,000
001203 Engineering									
Personnel	\$649,820		\$649,820		\$649,820		\$649,820		\$649,820
Supplies & Expenses	16,350		16,350		\$16,350		16,350		16,350
Other Services & Charges	357,702		357,702		\$357,702		357,702		357,702
Capital Outlays	0		0		\$0		0		0
Total - Engineering	\$1,023,872	\$0	\$1,023,872	\$0	\$1,023,872	\$0	\$1,023,872	\$0	\$1,023,872
001204 Shop									
Personnel	\$490,400		\$490,400		\$490,400		\$490,400		\$490,400
Supplies & Expenses	29,950		29,950		\$29,950		29,950		29,950
Other Services & Charges	56,600		56,600		\$56,600	6,000	62,600		62,600
Capital Outlays	0		0		\$0		0		0
Total - Shop	\$576,950	\$0	\$576,950	\$0	\$576,950	\$6,000	\$582,950	\$0	\$582,950
001205 GOFs									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	5,120		5,120		\$5,120		5,120		5,120
Other Services & Charges	18,900		18,900		\$18,900		18,900		18,900
Capital Outlays	0		0		\$0		0		0
Total - GOFs	\$24,020	\$0	\$24,020	\$0	\$24,020	\$0	\$24,020	\$0	\$24,020
001206 Drainage									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	8,500		8,500		\$8,500		8,500	3,000	11,500
Other Services & Charges	93,000		93,000		\$93,000		93,000	-10,000	83,000
Capital Outlays	670,000		670,000		\$670,000		670,000		670,000
Total - Drainage	\$771,500	\$0	\$771,500	\$0	\$771,500	\$0	\$771,500	-\$7,000	\$764,500
001207 Construction									
Personnel	\$682,200		\$682,200		\$682,200		\$682,200		\$682,200
Supplies & Expenses	121,950		121,950		\$121,950		121,950	-9,000	112,950
Other Services & Charges	149,800		149,800		\$149,800		149,800		149,800
Capital Outlays	0	24,000	24,000		\$24,000		24,000		24,000
Total - Construction	\$953,950	\$24,000	\$977,950	\$0	\$977,950	\$0	\$977,950	-\$9,000	\$968,950
001220 Sanitation									
Personnel	\$2,020,570	\$13,100	2,033,670		\$2,033,670		\$2,033,670		\$2,033,670
Supplies & Expenses	440,100		440,100	50,000	\$490,100	109,000	599,100		599,100
Other Services & Charges	1,568,950		1,568,950	100,000	\$1,668,950	88,000	1,756,950	50,000	1,806,950
Capital Outlays	0	605,000	605,000		\$605,000	660,000	1,265,000		1,265,000
Total - Sanitation	\$4,029,620	\$618,100	\$4,647,720	\$150,000	\$4,797,720	\$857,000	\$5,654,720	\$50,000	\$5,704,720

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001221 Street Cleaning									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	0		0		\$0		0		0
Total - Street Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
001250 Health									
Personnel	\$1,481,280		\$1,481,280		\$1,481,280		\$1,481,280		\$1,481,280
Supplies & Expenses	134,000		134,000		\$134,000		134,000		134,000
Other Services & Charges	5,400		5,400		\$5,400		5,400		5,400
Capital Outlays	0		0		\$0		0		0
Total - Health	\$1,620,680	\$0	\$1,620,680	\$0	\$1,620,680	\$0	\$1,620,680	\$0	\$1,620,680
Recap - Public Services:									
Personnel	\$6,761,020	\$13,100	\$6,774,120	\$4,725	\$6,778,845	\$0	\$6,778,845	\$0	\$6,778,845
Supplies & Expenses	\$1,242,220	0	\$1,242,220	\$0,000	\$1,292,220	\$131,500	\$1,423,720	-\$6,000	\$1,417,720
Other Services & Charges	\$5,389,202	\$43,075	\$5,432,277	\$100,000	\$5,532,277	\$104,000	\$5,636,277	\$140,000	\$5,776,277
Capital Outlays	\$670,000	\$1,298,600	\$1,968,600	0	\$1,968,600	\$660,000	\$2,628,600	0	\$2,628,600
Total - Public Services	\$14,062,442	\$1,354,775	\$15,417,217	\$154,725	\$15,571,942	\$895,500	\$16,467,442	\$134,000	\$16,601,442
001260 Animal Control									
Personnel	\$159,200		\$159,200		\$159,200		\$159,200	\$15,000	\$174,200
Supplies & Expenses	10,900		10,900		\$10,900	3,200	14,100		14,100
Other Services & Charges	185,550	70,000	255,550		\$255,550	67,000	322,550		322,550
Capital Outlays	0	\$6,550	\$6,550		\$6,550		56,550		56,550
Total - Animal Control	\$355,650	\$126,550	\$482,200	\$0	\$482,200	\$70,200	\$552,400	\$15,000	\$567,400
001280 Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	313,500		313,500		\$313,500		313,500		313,500
Capital Outlays			0		\$0		0		0
Total - Human/Social Assist.	\$313,500	\$0	\$313,500	\$0	\$313,500	\$0	\$313,500	\$0	\$313,500
001402 Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0
Other Services & Charges	0	9,671,496	9,671,496	-\$4,000,000	\$5,671,496		5,671,496		5,671,496
Capital Outlays	84,148		84,148	5,616,500	\$5,700,648		5,700,648		5,700,648
Total - Economic Dev.	\$84,148	\$9,671,496	\$9,755,644	\$1,616,500	\$11,372,144		\$11,372,144	\$0	\$11,372,144
001460 Debt Service									
Principal	\$822,778		\$822,778		\$822,778		\$822,778		\$822,778
Interest	319,425		\$319,425		\$319,425		\$319,425		\$319,425
Paying Agent Fee	3,000		\$3,000		\$3,000		\$3,000		\$3,000
Total Debt Service	\$1,145,203	\$0	\$1,145,203	\$0	\$1,145,203	\$0	\$1,145,203	\$0	\$1,145,203
001551 Airport									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	17,650		17,650		\$17,650		17,650		17,650
Other Services & Charges	40,550		40,550		\$40,550		40,550		40,550
Capital Outlays	0		0		\$0		0		0
Total - Airport	\$58,200	\$0	\$58,200	\$0	\$58,200	\$0	\$58,200	\$0	\$58,200
001553 Cemetery									
Personnel	\$919,200	-\$12,960	\$906,240		\$906,240		\$906,240		\$906,240
Supplies & Expenses	82,350		82,350		\$82,350		82,350		82,350
Other Services & Charges	60,301		60,301		\$60,301	3,553	63,854		63,854
Capital Outlays	60,500	18,200	78,700		\$78,700		78,700		78,700
Total - Cemetery	\$1,122,351	\$5,240	\$1,127,591	\$0	\$1,127,591	\$3,553	\$1,131,144	\$0	\$1,131,144
001560 Parking Garages									
Personnel	\$53,700		\$53,700		\$53,700		\$53,700		\$53,700
Supplies & Expenses	2,050		2,050		\$2,050		2,050		2,050
Other Services & Charges	54,350		54,350	20,000	\$74,350		74,350		74,350
Capital Outlays	0		0		\$0		0		0
Total - Parking Garages	\$110,100	\$0	\$110,100	\$20,000	\$130,100	\$0	\$130,100	\$0	\$130,100
Transfers to Other Funds	\$4,304,016	1,181,000	\$5,485,016	228,000	\$5,713,016	140,000	\$5,853,016		\$5,853,016
EXPENDITURES & TRANSFERS	\$63,076,990	\$13,627,277	\$76,704,267	\$2,294,757	\$78,999,024	\$2,017,163	\$81,016,187	\$531,130	\$81,547,317
Recap - General Fund									
Personnel	\$37,881,700	\$93,590	\$37,975,290	\$53,035	\$38,028,325	\$264,510	\$38,292,835	\$168,000	\$38,460,835
Supplies & Expenses	2,827,676	116,400	2,944,076	67,822	3,011,898	144,751	3,156,649	-\$24,500	3,132,149
Other Services & Charges	16,042,152	9,853,417	25,895,569	-\$3,765,600	22,129,969	819,902	22,949,871	387,630	23,337,501
Capital Outlays	879,243	2,382,870	3,262,113	5,711,500	8,973,613	648,000	9,621,613	0	9,621,613
Principal Payments	822,778	0	822,778	0	822,778	0	822,778	0	822,778
Interest Payments	319,425	0	319,425	0	319,425	0	319,425	0	319,425
Total - Gen. Fund Cost Centers	\$58,772,974	\$12,446,277	\$71,219,251	\$2,066,757	\$73,286,008	\$1,877,163	\$75,163,171	\$531,130	\$75,694,301
Transfers to Other Funds	4,304,016	1,181,000	5,485,016	228,000	5,713,016	140,000	5,853,016	0	5,853,016
Total - Expenditures & Transfers	\$63,076,990	\$13,627,277	\$76,704,267	\$2,294,757	\$78,999,024	\$2,017,163	\$81,016,187	\$531,130	\$81,547,317
Ending Cash Budget	\$20,000,089	-\$12,350,000	\$7,650,089	-\$738,285	\$6,911,804	-\$1,917,136	\$4,994,668	-\$171,800	\$4,822,868

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2024

	Original FY 2023 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	June Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
ADMINISTRATIVE	\$12,631,975		\$12,781,025		\$12,783,375		\$13,280,655		\$13,679,785
POLICE & ACADEMY	\$15,186,231		\$16,165,997		\$16,194,814		\$16,591,444		\$16,672,944
FIRE	\$11,506,620		\$11,511,020		\$11,650,385		\$11,664,385		\$11,684,385
CODE ENFORCEMENT	\$1,013,205		\$1,168,205		\$1,273,205		\$1,273,205		\$1,273,205
PUBLIC WORKS	\$14,062,442		\$15,417,217		\$15,571,942		\$16,467,442		\$16,601,442
DEBT SERVICE	\$1,145,203		\$1,145,203		\$1,145,203		\$1,145,203		\$1,145,203
OTHER	\$3,227,298		\$13,030,584		\$14,667,084		\$14,740,837		\$14,637,337
TRANSFERS	\$4,304,016		\$5,485,016		\$5,713,016		\$5,853,016		\$5,853,016
PERSONNEL	\$37,881,700		\$37,975,290		\$38,028,325		\$38,292,835	\$168,000	\$38,460,835
SUPPLIES	\$2,827,676		\$2,944,076		\$3,011,898		\$3,156,649	-\$24,500	\$3,132,149
OTHER SERVICES & CHARGES	\$16,042,152		\$25,895,569		\$22,129,969		\$22,949,871	\$387,630	\$23,337,501
CAPITAL OUTLAY	\$879,243		\$3,262,113		\$8,973,613		\$9,621,613	\$0	\$9,621,613
DEBT SERVICE	\$1,142,203		\$1,142,203		\$1,142,203		\$1,142,203	\$0	\$1,142,203
TRANSFERS	\$4,304,016		\$5,485,016		\$5,713,016		\$5,853,016	\$0	\$5,853,016

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG:

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund City Attorney Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$600	\$300	\$900	Increase for Travel Expenses

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Intermodal Facility Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$84,700	\$367,330	\$452,030	Repairs to Train Depot

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Contractual Services – Public Safety Personnell Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$233,890	\$51,500	\$285,390	Increase in Overtime/Benefits

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Drainage Supplies & Expenses Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$8,500	\$3,000	\$11,500	Increase for Fuel

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Sanitation Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,568,950	\$238,000	\$1,806,950	Increase for Tipping Fees

Section 6. That the following budget amendments are hereby authorized to be made in the City's Recreation Administration Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$473,800	\$83,200	\$557,000	Increase for Electricity

Section 7. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer O&M Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,237,300	\$645,776	\$2,883,076	Adjust Budget for Streets & Structures

Section 8. That the following budget amendments are hereby authorized to be made in the City's Community Centers Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$191,100	\$48,000	\$239,100	Fuel & Electricity

Section 9. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of August, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$15,000
Licenses & Permits	4,972,620
Inter-governmental Revenues:	
Federal Grants	5,089,238
State Grants	1,055,419
State-Shared Revenues	27,797,654
County Shared Revenues	16,000
Charges for Services:	
Public safety	285,000
Streets	0
Sanitation	2,355,800
Misc.	785,930
Fines & Forfeits	931,000
Miscellaneous	0
Transfers-In	1,294,827
Non-Revenue Receipts	368,700
Total From All Sources	<u>44,967,188</u>
Other Than taxation	<u>44,967,188</u>
Beginning Cash and	
Investment Balance	20,002,997
Reserve for Court Technology	0
Amount to be Raised by Tax Levy	<u>21,400,000</u>
TOTAL FROM ALL SOURCES	<u>\$86,370,185</u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	5,336,920
Supplies & Expenses	252,570
Other services & Charges	8,039,795
Capital Outlays	50,500
Total - General Government	<u>13,679,785</u>
Police Dept.:	
Personnel	13,262,875
Supplies & Expenses	862,860
Other services & Charges	1,415,005
Capital Outlays	878,615
Total - Police Dept.	<u>16,419,355</u>
Police & Fire Training:	
Personnel	54,200
Supplies & Expenses	113,894
Other services & Charges	85,495
Capital Outlays	0
Total - Police & Fire Training	<u>253,589</u>
Fire Dept.:	
Personnel	10,857,465
Supplies & Expenses	324,200
Other services & Charges	372,720
Capital Outlays	130,000
Total - Fire Dept.	<u>11,684,385</u>
Land Development Administration:	
Personnel	751,000
Supplies & Expenses	44,755
Other services & Charges	379,450
Capital Outlays	98,000
Total - Land Dev. Admin.	<u>1,273,205</u>

Public Safety Contractual Services:	
Personnel	285,390
Other services & Charges	779,459
Total - Pub. Safety Cont. Serv.	<u>1,064,849</u>
Public Services:	
Personnel	6,778,845
Supplies & Expenses	1,417,720
Other services & Charges	5,776,277
Capital Outlays	2,628,600
Total - Public Services	<u>16,601,442</u>
Animal Control	
Personnel	174,200
Supplies & Expenses	14,100
Other services & Charges	322,550
Capital Outlays	56,550
Total - Animal Control	<u>567,400</u>
Human/Social	
Other services & Charges	313,500
Total - Human/Social	<u>313,500</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	5,671,496
Capital Outlays	5,700,648
Total - Eco. Dev.	<u>11,372,144</u>
Debt Service:	
Principal Payments	822,778
Interest Payments	319,425
Paying Agent Fee	3,000
Total - Debt service	<u>1,145,203</u>
Airport	
Personnel	0
Supplies & Expenses	17,650
Other services & Charges	40,550
Capital Outlays	0
Total - Airport	<u>58,200</u>
Cemetery	
Personnel	906,240
Supplies & Expenses	82,350
Other services & Charges	63,854
Capital Outlays	78,700
Total - Cemetery	<u>1,131,144</u>
Parking Garages	
Personnel	53,700
Supplies & Expenses	2,050
Other services & Charges	74,350
Capital Outlays	0
Total - Parking Garages	<u>130,100</u>
Operating Transfers Out	<u>5,853,016</u>
Total Expenditures & Transfers	<u>81,547,317</u>
Ending Cash Balance	<u>\$4,822,868</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$86,370,185</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$1,000
State Grants	6,660
County Shared Revenues	0
Misc. grants	0
Charges for Services:	
Culture & Recreation	74,400
Miscellaneous	54,000
Transfers-In	4,007,176
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	4,143,236
Beginning Cash and	
Investment Balance	648,001
Amount to be Raised by Tax Levy	1,040,000
TOTAL FROM ALL SOURCES	\$5,831,237

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	2,521,097
Supplies & Expenses	563,600
Other services & Charges	1,260,633
Capital Outlays	1,085,000
Total Expenditures	\$5,430,330
Cash balance at End of Year	400,907
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$5,831,237

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$297,500
Charges for Services	96,000
Fines & Forfeits	50
Miscellaneous	6,000
Transfers In	0
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	399,550
Beginning Cash and	
Investment Balance	1,092,958
TOTAL FROM ALL SOURCES	\$1,492,508

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	69,500
Other services & Charges	55,000
Capital Outlays	1,276,600
Lease Debt Service - Principal	67,850
Lease Debt Service - Interest	2,190
Total Expenditures	\$1,471,140
Cash balance at End of Year	21,368
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,492,508

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	80,000
Misc. grants	0
Miscellaneous	1,800
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>81,800</u>
Beginning Cash and	
Investment Balance	<u>363,969</u>
TOTAL FROM ALL SOURCES	<u><u>\$445,769</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	444,800
Capital Outlays	<u>0</u>
Total Expenditures	<u>\$444,800</u>
Cash balance at End of Year	<u>969</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$445,769</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$65,000
Transfers-In	15,000,000
Miscellaneous	5,000
Non-Revenue Receipts	4,500
Total From All Sources	
Other Than taxation	15,074,500
Beginning Cash and Investment Balance	1,968,720
TOTAL FROM ALL SOURCES	\$17,043,220

EXPENDITURES & ENDING CASH:

Personnel	3,706,780
Supplies & Expenses	2,001,089
Other services & Charges	9,766,266
Capital Outlays	126,615
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$15,600,750
Cash balance at End of Year	1,442,470
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$17,043,220

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$3,000
Miscellaneous	35,000
Metered Water Sales	13,650,000
Taps	190,000
Water Turn-On Fees	70,000
Sewer Connections	45,000
Sewer Charges	14,266,000
Total Revenues	<u>28,259,000</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$28,259,000</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	85,500
Principal Redeemed - Notes	0
Interest on Notes	0
Operating Transfers Out	28,129,000
Total Expenditures	<u>\$28,214,500</u>
Cash balance at End of Year	<u>\$44,500</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$28,259,000</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

**2020 TAX INCREMENT FINANCING (PLANET FITNESS) BOND & INT
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$300
County-Shared Revenues	31,113
Total From All Sources	
Other Than taxation	31,413
Beginning Cash and	
Investment Balance	137,777
Amount to be Raised by Tax Levy	26,184
TOTAL FROM ALL SOURCES	\$195,374

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	40,108
Interest on Bonds	17,189
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	0
Total Expenditures	\$57,297
Cash balance at End of Year	138,077
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$195,374

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	12,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	12,000
Beginning Cash and	
Investment Balance	4,611,227
Amount to be Raised by Tax Levy	2,600,000
TOTAL FROM ALL SOURCES	\$7,223,227

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	1,448,863
Interest on Bonds	1,988,759
Other Services & Charges	30,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	\$3,487,622
Cash balance at End of Year	3,735,605
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,223,227

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:

Transfers In	\$50,000
Total From All Sources	
Other Than taxation	50,000
Beginning Cash and	
Investment Balance	175,023
TOTAL FROM ALL SOURCES	\$225,023

EXPENDITURES & ENDING CASH:

Other Services & Charges	170,800
Operating transfers out	0
Total Expenditures	\$170,800
Cash balance at End of Year	54,223
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$225,023

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	192,066
TOTAL FROM ALL SOURCES	\$192,066

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	62,066
Other services & Charges	30,000
Capital Outlays	100,000
Transfers Out	0
Total Expenditures	\$192,066
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$192,066

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	65,571
Total From All Sources	
Other Than taxation	65,571
Beginning Cash and	
Investment Balance	376,520
Amount to be Raised by Tax Levy	53,304
TOTAL FROM ALL SOURCES	\$495,395

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	185,000
Interest on Bonds	56,625
Other Services & Charges	2,000
Total Expenditures	\$243,625
Cash balance at End of Year	251,770
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$495,395

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	221,503
Amount to be Raised by Tax Levy	195,000
TOTAL FROM ALL SOURCES	\$416,503

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	160,000
Interest on Bonds	31,050
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	\$193,550
Cash balance at End of Year	222,953
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$416,503

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
for the fiscal year ended September 30, 2024

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$61,973
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	62,473
Beginning Cash and	
Investment Balance	281,136
Amount to be Raised by Tax Levy	50,000
TOTAL FROM ALL SOURCES	\$393,609

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	110,000
Interest on Bonds	27,865
Other Services & Charges	2,500
Total Expenditures	\$140,365
Cash balance at End of Year	253,244
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$393,609

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and	
Investment Balance	65,929
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$65,929

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Other Services & Charges	0
Total Expenditures	\$0
Cash balance at End of Year	65,929
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$65,929

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$1,400
County Shared Revenue	\$209,841
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	211,241
Beginning Cash and	
Investment Balance	700,904
Amount to be Raised by Tax Levy	173,514
TOTAL FROM ALL SOURCES	\$1,085,659

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	197,000
Interest on Bonds	82,503
Other Services & Charges	2,000
Total Expenditures	\$281,503
Cash balance at End of Year	804,156
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,085,659

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

2016 TIF BOND AND INTEREST FUND
FUND (Hattiesburg Clinic Midtown):

REVENUES & BEG. CASH:

Interest	\$200
County Shared Revenue	\$41,517
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	41,717
Beginning Cash and	
Investment Balance	84,018
Amount to be Raised by Tax Levy	33,968
TOTAL FROM ALL SOURCES	\$159,703

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	55,000
Interest on Bonds	20,486
Other Services & Charges	0
Total Expenditures	\$75,486
Cash balance at End of Year	84,217
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$159,703

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$3,330,000
State Shared Revenues	185,000
Miscellaneous	16,889
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	3,781,889
Beginning Cash and	
Investment Balance	(323,339)
TOTAL FROM ALL SOURCES	\$3,458,550

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	50,000
Capital Outlays	3,269,860
Total Expenditures	\$3,319,860
Cash balance at End of Year	138,690
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,458,550

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

2015A TIF BOND AND INTEREST FUND
FUND (The Ridge at Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$29,856
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	30,156
Beginning Cash and	
Investment Balance	120,336
Amount to be Raised by Tax Levy	89,560
TOTAL FROM ALL SOURCES	\$240,052

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	79,000
Interest on Bonds	40,178
Other Services & Charges	2,000
Total Expenditures	\$121,178
Cash balance at End of Year	118,874
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$240,052

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

2015B TIF BOND AND INTEREST FUND
FUND (Midtown Market):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$13,238
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	13,238
Beginning Cash and	
Investment Balance	12,867
Amount to be Raised by Tax Levy	10,831
TOTAL FROM ALL SOURCES	\$36,936

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	14,000
Interest on Bonds	6,930
Paying Agent Fees	2,000
Other Services & Charges	0
Total Expenditures	\$22,930
Cash balance at End of Year	14,006
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$36,936

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

SERIES 2019 TIF BOND & INT
FUND (ELAM ARMS):

REVENUES & BEG. CASH:

Interest	\$1,500
County Shared Revenue	\$162,943
Transfer From Other Funds	68,840
Total From All Sources	
Other Than taxation	233,283
Beginning Cash and	
Investment Balance	883,228
Amount to be Raised by Tax Levy	134,735
TOTAL FROM ALL SOURCES	\$1,251,246

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	179,000
Interest on Bonds	112,797
Other Services & Charges	2,500
Total Expenditures	\$294,297
Cash balance at End of Year	956,949
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,251,246

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	1,100,000
County Shared Revenues	1,890,000
Miscellaneous	30,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	3,020,000
Beginning Cash and	
Investment Balance	6,478,223
TOTAL FROM ALL SOURCES	\$9,498,223

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	1,432,950
Capital Outlays	8,065,273
Principal Payments	0
Interest Payments	0
Total Expenditures	\$9,498,223
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$9,498,223

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2024

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$5,788,152
State Grants	\$85,000
Miscellaneous	148,400
Transfers-In	445,000
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	6,466,552
Beginning Cash and	
Investment Balance	544,426
Amount to be Raised by Tax Levy	260,000
TOTAL FROM ALL SOURCES	\$7,270,978

EXPENDITURES & ENDING CASH:

Personnel	1,549,740
Supplies & Expenses	246,410
Other services & Charges	354,675
Capital Outlays	3,899,392
Total Expenditures	\$6,050,217
Cash balance at End of Year	1,220,761
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,270,978

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2023

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
Miscellaneous	5,000
Transfers-In	5,600,000
Non-Revenue Receipts	2,454,601
Total From All Sources	
Other Than taxation	8,059,601
Beginning Cash and	
Investment Balance	2,243,521
TOTAL FROM ALL SOURCES	\$10,303,122

EXPENDITURES & ENDING CASH:

Other services & Charges	\$2,000,000
Capital Outlays	8,145,300
Transfers	0
Total Expenditures	10,145,300
Cash balance at End of Year	157,822
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$10,303,122

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$17,000
State Grants	\$55,000
Miscellaneous	5,000
Transfers-In	880,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	957,000
Beginning Cash and	
Investment Balance	268,467
TOTAL FROM ALL SOURCES	\$1,225,467

EXPENDITURES & ENDING CASH:

Personnel	623,900
Supplies & Expenses	45,700
Other services & Charges	239,100
Capital Outlays	112,450
Transfers	162,000
Total Expenditures	\$1,183,150
Cash balance at End of Year	42,317
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,225,467

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

COVID FISCAL RECOVERY FUND:

REVENUES & BEG. CASH:

Federal Grants	0
State Grants	11,578,239
Interest Earnings	0
Total Revenues	<u>11,578,239</u>
Beginning Cash and Investment Balance	<u>11,578,241</u>
TOTAL FROM ALL SOURCES	<u><u>\$23,156,480</u></u>

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	0
Capital Outlays	23,156,480
Transfers Out	0
Total Expenditures	<u>\$23,156,480</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$23,156,480</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$2,846,213
Miscellaneous	\$3,000
Transfers In	36,000
Total From All Sources	
Other Than taxation	2,885,213
Beginning Cash and	
Investment Balance	(279,698)
TOTAL FROM ALL SOURCES	\$2,605,515

EXPENDITURES & ENDING CASH:

Personnel	297,400
Supplies & Expenses	8,250
Other services & Charges	920,660
Capital Outlays	1,507,216
Transfers	0
Total Expenditures	\$2,733,526
Cash balance at End of Year	(128,011)
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$2,605,515

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS FUND

REVENUES & BEG. CASH:

Intergovernmental Revenues:

Federal Grants	0
State Grants	
State Shared Revenues	3,550,000
Transfers In	612,000
Miscellaneous	2,000
Total Revenues	<u>4,164,000</u>
Beginning Cash and Investment Balance	<u>2,448,554</u>
TOTAL FROM ALL SOURCES	<u><u>\$6,612,554</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	1,314,000
Interest on Bonds	283,592
Personal Services	57,640
Other services & Charges	1,875,000
Capital Outlays	1,748,310
Transfers to Other Funds	0
Total Expenditures	<u>\$5,278,542</u>
Cash balance at End of Year	<u>1,334,012</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$6,612,554</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Bond Premium	0
Federal Grants	5,300,000
State Grants	13,200,000
Transfers	0
Interest Earnings	23,000
Total Revenues	<u>18,523,000</u>
Beginning Cash and Investment Balance	<u>2,586,716</u>
TOTAL FROM ALL SOURCES	<u><u>\$21,109,716</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	18,661,078
Transfers to Other Funds	0
Total Expenditures	<u>\$18,661,078</u>
Cash balance at End of Year	<u>2,448,638</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$21,109,716</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

**2019 FIRE STATION
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	\$1,500
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>1,500</u>
Beginning Cash and	
Investment Balance	<u>947,709</u>
TOTAL FROM ALL SOURCES	<u>\$949,209</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	949,500
Transfers Out	0
Total Expenditures	<u>\$949,500</u>
Cash balance at End of Year	<u>(291)</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$949,209</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	\$5,000,000
Transfers In	0
Miscellaneous	
Non-Revenue Receipts	
Total Revenues	<u>5,000,000</u>
Beginning Cash and	
Investment Balance	<u>2,643,854</u>
TOTAL FROM ALL SOURCES	<u><u>\$7,643,854</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>7,200,000</u>
Total Expenditures	<u>\$7,200,000</u>
Cash Balance at End of Year	<u>443,854</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$7,643,854</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2024

WATER METER PROJECT FUND:

REVENUES & BEG. CASH:

Bond Proceeds	\$7,690,508
Transfers In	0
Miscellaneous	
Non-Revenue Receipts	
Total Revenues	<u>7,690,508</u>
Beginning Cash and	
Investment Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$7,690,508</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	<u>7,690,508</u>
Total Expenditures	<u>\$7,690,508</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$7,690,508</u></u>



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc: Marybeth Bergin, Director of Transportation and Engineering

Date: Tuesday, August 20, 2024

Re: Adopt a Resolution declaring a portion of Forrest County Parcel PPIN 38177 necessary for public use, establishing just compensation, and authorizing the Mayor to make a fair market value offer to Duff Amusement Company, Inc. related to the 4th Street Pathway Project and authorize issuance of a manual check.
File Number: 2024-401
Minute Book #

Summary

Adopt Resolution declaring a portion of property identified as Forrest County Parcel PPIN 38177 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Duff Amusement Company, Inc., and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary, including the issuance of a manual check, to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, acting by and through the City Council, has previously determined it to be in the best interests of the citizens of the City to construct certain improvements collectively identified as the 4th Street Pathway Project (Thornhill Dr. to 38th Ave.), located within the City limits;

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 38177; and,

WHEREAS, an appraisal of the subject property was conducted by Zachary H. Fairley, a licensed real estate appraiser, on June 13, 2024, as reviewed by John B. Stewart, a licensed real estate appraiser, on June 14, 2024, showing the fair market value of the interests to be acquired to be \$13,600.

Forrest County Parcel 38177

DUFF AMUSEMENT COMPANY, INC.

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. the appraisal of the interests to be acquired by the City made by Zachary H. Fairley, a licensed real estate appraiser, dated June 13, 2024, as reviewed by John B. Stewart, a licensed real estate appraiser, on June 14, 2024, is approved, and the appraised value of \$13,600 for the interests to be acquired is acknowledged to be just compensation for said interests;
- b. that the City Attorney or his designee is hereby authorized to offer said amount in just compensation for title to said interests to the lawful owners of same;
- c. that the City Attorney or his designee is hereby authorized to offer an additional administrative settlement in the amount of \$1,160 to the lawful owners of said interests, which amount represents the cost to the City of initiating eminent domain proceedings to acquire same;
- d. that the Mayor is hereby authorized to execute all documents required to facilitate the purchase and conveyance of said interests on the foregoing terms; and,
- e. that the Mayor and City Clerk are hereby authorized to issue warrants to the lawful owners of said interests in the amounts stated upon the City's receipt of instruments of conveyance approved by the City Attorney or his designee.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the Resolution adopted, this the 20th day of August, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, August 20, 2024

Re: Adopt a Resolution approving the revised obligation of the City's ARPA funds for the West 7th Street Infrastructure Improvements project; Authorizing the execution of a construction contract with Grady Crawford Construction Company, Inc. for the same; and for related purposes
File Number: 2024-414
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2024 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HATTIESBURG
APPROVING THE REVISED OBLIGATION OF THE CITY'S ARPA FUNDS FOR
THE W. 7TH STREET INFRASTRUCTURE IMPROVEMENTS PROJECT;
AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE
SAME; AND FOR RELATED PURPOSES**

WHEREAS, the American Rescue Plan Act, through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, "ARPA"), allotted approximately \$350 billion to assist state, local, tribal and territory governments in responding to COVID-19, and the City of Hattiesburg, Mississippi ("City") has received a total of \$12,875,821 from ARPA ("Funds"); and

WHEREAS, the United States Department of Treasury has established a final rule implementing ARPA as effective April 1, 2022, FAQ's and related guidance, as amended from time to time ("Guidance"), setting forth specific requirements for utilizing the funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on _____, 2023, the Mayor and City Council ("Governing Body") of the City adopted Resolution # _____ ("Resolution") authorizing the Subgrant Agreement ("Agreement") by and between the City and the Mississippi Department of Environmental Quality for grant funds under the Mississippi Municipality and County Water Infrastructure Grant Program ("MCWI") for the W. 7th Street Infrastructure Improvements Project ("Project") and authorized procurement of the Project;

WHEREAS, the City advertised for bids for the Project in accordance with Miss. Code Ann. § 31-7-13 and its Uniform Guidance Policy for American Rescue Plan Fiscal Recovery Funds for the City of Hattiesburg, Mississippi, a copy of such proof of publication and posting to MPTAP for MB/WBE compliance is attached hereto as **Exhibit A**;

WHEREAS, the bid specs for the Project, including the form of the contract, are attached hereto as **Exhibit B**;

WHEREAS, the City has received bids for the Project, and a copy of such bid tabulation sheet is attached as **Exhibit C**;

WHEREAS, upon review of the bids, the City desires to award the bid for the Project to Grady Crawford Construction Co., Inc. of Baton Rouge ("Crawford") as the lowest and best bid in the amount of \$3,780,525.60, with a copy of such bid being attached hereto as **Exhibit D**;

WHEREAS, the City desires to enter into a contract with Crawford to construct the Project ("Construction Contract"), the form of which is included in Exhibit B;

WHEREAS, under the Agreement approved by the Resolution, MCWI will provide \$1,310,625 to the City under the MCWI program for the Project, and the City desires to allocate the remaining balance of \$2,469,900.50 under the Construction Contract utilizing its ARPA Funds as its match requirement for the MCWI funds awarded by MDEQ and to cover all excess costs and contingencies per the bid by Crawford, all as under the provision of government services as loss revenues or the "water, sewer, and broadband eligible use category," as allowed by ARPA and its Guidance; and

WHEREAS, the City now desires to enter into the Construction Contract and authorize the requisite officials to move forward with Crawford constructing the Project.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. Crawford is hereby awarding the bid for the Project.
2. The Project is an eligible use under ARPA's revenue loss category for the provision of government services and/or ARPA's water, sewer, and broadband eligible use category.
3. The Project shall be funded utilizing \$1,310,625 granted to the City as a reimbursement under the MCWI program per the Agreement and the remaining \$2,469,900.50 utilizing the City's ARPA Funds.
4. That the Mayor is hereby authorized to execute the construction contract with Crawford, the form of which is attached hereto in Exhibit B and incorporated in full herein.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the ____ day of August, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROOF OF PUBLICATION AND MPTAP POSTING

EXHIBIT B

BID SPECS AND FORM OF CONSTRUCTION CONTRACT

EXHIBIT C
BID TABULATION SHEET

EXHIBIT D
CRAWFORD BID

89046713.v1

EXHIBIT A

PROOF OF PUBLICATION AND MPTAP POSTING

Shannon McConnell

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Thursday, May 16, 2024 9:17 AM
To: Shannon McConnell
Subject: MPTAP Bid Submission -- 05/16/2024 09:16 AM

Thank you for your bid submission on 05/16/2024 09:16 AM.

Please Keep this Confirmation for your Records

User: smcconnell@sd-w.com (Shannon McConnell)
Agency: Shows, Dearman and Waits, Inc.
Division:

Bid Number: 10763-20240516091503
Alternate Bid Number (if applicable): 12220-007
Bid Due Date and Time: 6/20/2024 10:00:00 AM
NIGP Number: 91356
NIGP Description: Construction Services, Heavy, Utility/Underground Projects
Major Procurement Category: CONSTRUCTION
Sub Procurement Category: CONSTRUCTION - SERVICES
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST HATTIESBURG, MISSISSIPPI Official bid documents can be downloaded from www.sd-wprojects.com Electronic bids can be submitted at www.sd-wprojects.com 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.
File attached: True
File Attachment Generated File Name: 10763-20240516091503.pdf
File Attachment Description (if applicable): BID: WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST HATTIESBURG, MISSISSIPPI

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentiality Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. {MDA-2012}

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 271 Published 2 times

Date 1st Published: May 16 Amt: 32.52

Date 2nd Published: May 23 Amt: 27.10

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 59.62

Proof of Publication Fee: 3.00

TOTAL: 62.62

(signed) Kathy Bullock
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 23
day of May, 2024, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Amanda E. Strange



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: Shows, Dearman-West 7th
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, MISSISSIPPI, will receive sealed bids until 10:00 AM on June 20, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

WEST 7TH STREET INFRASTRUCTURE REHABILITATION

**BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
WEST 7TH STREET INFRASTRUCTURE REHABILITATION

**BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law, but the Board reserves the right to reject any or all proposals received and to waive informalities. PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Kermas Eaton, City Clerk
Published May 16, 23, 2024

EXHIBIT B

BID SPECS AND FORM OF CONSTRUCTION CONTRACT

SPECIFICATIONS AND CONTRACT DOCUMENTS

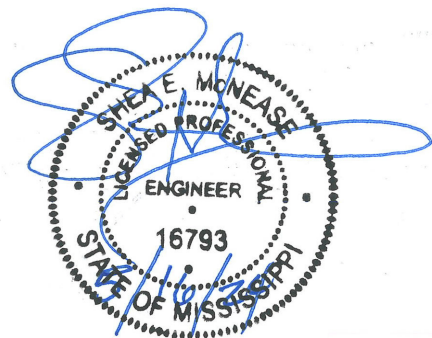
FOR

**WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST**

FOR THE

CITY OF HATTIESBURG

MAY 2024

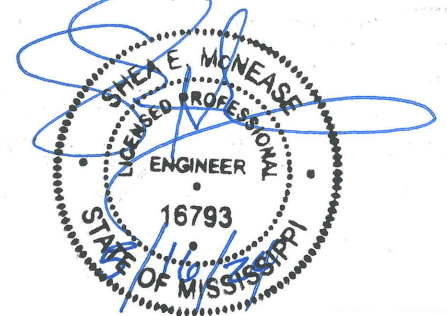


PREPARED BY:

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 AM on June 20, 2024 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi. The City of Hattiesburg is an Equal Opportunity Employer. The City encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 7th day of May A.D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on May 16, 2024 and May 23, 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 June 20, 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 **WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to

complete the work within the time stipulated, a deduction will be made of \$1000 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.

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Contractor's Employer Identification Number (EIN)

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, _____, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE: 11/28/2017****SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE , subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”
725	702.08.3	In the second sentence of the first paragraph, change “hot-mix” to “asphalt.”
954	804.02.13.1.6	In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.”

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

- (d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the “*Rental Rate Blue Book*” as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the “*Rental Rate Blue Book*” as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 6 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 6 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

280 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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,

Bidding Company

Authorized by:

ADDRESS

PROPOSAL						
WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST						
Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1			
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265			4
202-B	Removal of Concrete Pavement, All Depths	SY	951			4
202-B	Removal of Concrete Sidewalk	SY	1,030			4
202-B	Removal of Curb & Gutter, All Types	LF	3,425			4
202-B	Removal of Fence, All Types	LF	57			
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6			
202-B	Removal of Storm Sewer Manhole	EA	3			
202-B	Removal of Pipe, 8" And Above	LF	850			
202-B	Removal of Traffic Stripe	LF	140			
202-B	Removal of Traffic Stripe	SF	616			
	*** Earthwork & Temporary Erosion Control ***					
203-A	Unclassified Excavation, LVM, AH	CY	390			
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235			4
203-G	Excess Excavation, LVM, AH	CY	1,300			
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650			
215-A	Vegetative Materials for Mulch	TON	1			
216-A	Solid Sodding	SY	2,580			1
219-A	Watering	KGAL	52			
221-A	Concrete Paved Ditch	CY	0.1			

226-A	Temporary Grassing	ACRE	0.5			
907-234-A	Temporary Silt Fence	LF	5,000			2
237-A	Wattles, 20"	LF	1,200			2
246-A	Sandbags	LF	225			2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1			
907-258-N	Car Stop, Per Plans	EA	4			
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50			
304-F	Size 610 Crushed Stone Base	TON	2,770			4
403-A	9.5mm, ST, Asphalt Pavement	TON	600			4
403-A	19mm, ST, Asphalt Pavement	TON	1,400			4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35			4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115			
407-A	Asphalt for Tack Coat	GAL	540			4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15			
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148			
602-A	Reinforcing Steel	LBS	14,485			
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16			
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392			
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48			
603-CB	30" Reinforced Concrete Pipe End Section	EA	1			

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120			
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2			
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160			
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332			
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20			
604-A	Castings	LBS	3,730			
604-B	Gratings	LBS	4,950			
	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60			
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675			4
907-608-C	Detectable Warning Panels	SF	175			
609-B	Concrete Curb, Header	LF	500			
609-C	Concrete Integral Curb, Type 1	LF	620			4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790			4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605			4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316			
	*** Miscellaneous Roadway***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5			4,5
618-A	Maintenance of Traffic	LS	1			3, 4
618-B	Additional Construction Signs	SF	10			
619-D	Remove and Reset Signs, All Sizes	EA	8			

620-A	Mobilization	LS	1			4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46			
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592			4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346			4
626-H	Thermoplastic Legend, White	SF	134			
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97			
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315			
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1			
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40			
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994			
SS3	8" SDR 26 PVC Sewer Pipe (6' - 8') (Open Cut)	LF	940			
SS4	8" SDR 26 PVC Sewer Pipe (8' - 10') (Open Cut)	LF	480			
SS5	Removal of Existing Sewer Line	LF	1,445			
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505			
SS7	Tracer Wire System for Sewer	LS	1			
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5			
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3			
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1			

SS11	Drop Manhole Assembly (All Depths)	EA	1			
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6			
	*** Sewer Service Items ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41			
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560			
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045			
SS16	8"x8"x6" PVC Service Tee	EA	38			
SS17	Existing Sewer Service Investigation	EA	3			
	*** Water Pipe Items ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360			
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480			
W3	Tracer Wire System for Water	LS	1			
	*** Water Connection Items ***					
W4	Cut and Cap Existing Water Lines	EA	3			
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2			
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2			
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1			
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1			
	*** Water Valve Items ***					

W9	6" Gate Valve	EA	1			
W10	8" Gate Valve	EA	1			
	*** Water Fire Protection Items ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1			
W12	Removal of Existing Fire Hydrant	EA	1			
	*** Water Service Items ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26			
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1			
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660			
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40			
W17	Remove and Reset Water Meter	EA	25			

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).

Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

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:

**WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
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:

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST 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 **\$1000** 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

Conditions for Compliance
with 2 C.F.R. § 200 et seq.
Technical Specifications
Drawings

Payment Bond
Performance Bond
Addenda

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. To the extent that any provisions of the Contract Documents are in conflict with the provisions of the Conditions for Compliance with 2 C.F.R. § 200 et seq., the provisions in the Conditions for Compliance with 2 C.F.R. § 200 et seq. shall control.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
_____ (hereinafter called the Principal), a
corporation, partnership or individual duly authorized by law to do business as a
construction contractor in the State of Mississippi, and _____
of _____ (herein called the Surety), a corporation duly
authorized to do surety business under the laws of the State of Mississippi, are held and
firmly bound unto the City of Hattiesburg , MS (hereinafter called the Obligee), a
Municipality existing under the laws of the State of Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the
payment of which well and truly to be made, the said Principal and the said Surety do
hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and
severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **WEST 7TH STREET INFRASTRUCTURE
REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST, 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:

TITLE

Name of person executing for Surety

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

Conditions for Compliance with 2 C.F.R. § 200 et seq., the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in

effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the

conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to

mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing

materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to

survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the

prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract

Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The

CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored,

supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or

entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will

appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without

written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory,

faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and

the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an

extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly:

PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall

include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which

CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not

CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and

Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed

or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a

final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a

general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage

prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$500,000) 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 (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR

and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

Measurement and payment (and technical specifications) for all other items shall be in accordance with the Mississippi Standard Specifications for Road & Bridge Construction, 2017 edition or latest edition.

SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

TRACER WIRE SYSTEM FOR WATER/SEWER

Installation requirements for tracer wire shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to provide a complete tracer system for the water and sewer infrastructure with proper grounding and connection points as shown in the plans and specifications. Grounding and hook-up locations shall be absorbed in the price of the tracer wire. The item shall be paid per linear foot.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

DUCTILE IRON, PVC and HDPE WATER SYSTEMS

Payment for item shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material sheeting, shoring, bracing, dewatering, testing, fittings, reducers, flushing the system and related items not specifically covered under other pay items. The contract price shall be determined by the measured distance of pipe installed and accepted per linear foot.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and

installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted per linear foot.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

GATE VALVES

Payment for installation of gate valves shall include furnishing gate valves, valve boxes, trenching, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, valve box, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, valve box, pipe and other miscellaneous items as required to provide an operational hydrant. Pay shall be determined per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregated may be used for a temporary riding surface. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of owner as to the overall percentage full of haul material. Item shall include material, haul, placement and testing necessary to meet the plans and specifications. Payment shall be per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

Conditions for Compliance with 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

A portion of the funding for the Work, as fully described in **Attachment A, Project Name, Scope of Work and Project Timeline and Requirements**, has been made available to the City of Hattiesburg through the Mississippi Municipality & County Water Infrastructure (“MCWI”) Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award #SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

The Parties acknowledge that the above Contract Agreement (the “Contract”) is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Notwithstanding anything contained in the Contract, CONTRACTOR agrees to comply with all applicable provisions of 2 C.F.R. § 200 et seq., as amended. As set forth in the Contract, to the extent any of the provision contained herein are in conflict with the Contract Documents, these provisions shall control. Further, the CONTRACTOR acknowledges and agrees to comply with **Attachment C (Special Notice to Bidders), Subaward Terms and Conditions for Contracted Parties**.

A. Period of Performance

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**.

B. Termination

The Contract may be terminated as follows:

(1) Termination For Convenience. The OWNER may, when the interests of the OWNER so require, terminate Contract in whole or in part, for the convenience of the OWNER. OWNER shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

(2) Termination For Default. If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, OWNER may notify CONTRACTOR in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by OWNER, OWNER may terminate the CONTRACTOR’S right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by the OWNER, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the OWNER has an interest.

(3) Termination Upon Bankruptcy. This Agreement may be terminated in whole or in part by OWNER upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Contract, but in no case shall said compensation exceed the total Contract Price.

C. Equal Employment Opportunity.

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No CONTRACTOR or Subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

F. Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the OWNER and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Mississippi Department of Environmental Quality or the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

G. Federal Restrictions on Lobbying.

CONTRACTOR shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, the CONTRACTOR may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. CONTRACTOR shall certify in writing that Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in **Exhibit A** (Lobbying Certifications).

H. Procurement of Recovered Materials

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

I. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products under this award.

J. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) Prohibitions.

- (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (ii) Unless an exception in paragraph (3) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (iii) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iv) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (v) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (vi) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (3) Exceptions.
- (i) This clause does not prohibit CONTRACTORS from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (4) Reporting requirement.
- (i) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (ii) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (iii) Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

K. Contracting with Small and Minority Businesses, Women's Businesses Enterprises, and Labor Surplus Area Firms

If the CONTRACTOR engages subcontractors to perform work under the Contract, CONTRACTOR shall place qualified small and minority businesses and women's business enterprises on solicitation lists used in the procurement; solicit small and minority business and women's business enterprises; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

SANITARY SEWER SYSTEMS

1. GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2. APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).

A 252 Welded and Seamless Steel Pipe Piles.

C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

C 33 Specifications for Concrete Aggregate

C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.

D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable

D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.

D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.

D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).

D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.

D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3. SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer and bear on the submittal a certification from the Contractor the submittal is in conformance with the specifications.

- 3.1. DUCTILE IRON PIPE:** The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

3.1.1. Joints: The following shall be required for ductile iron joints.

3.1.1.1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

3.1.1.2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

3.1.1.3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

3.1.2. Ductile Iron Pipe Submittal Shall Include the Results of:

3.1.2.1. Tension Test

3.1.2.2. Impact Test

3.1.2.3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

- 3.2. PVC PIPE:** The Contractor shall submit manufacturer's certificate which certifies the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

3.2.1. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

3.2.2. Joints: The following submittals shall be required for PVC joints.

3.2.2.1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4. MATERIALS

4.1. GRAVITY SEWER PIPE: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe and shall be green in color.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

4.1.1. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have 40 mils of Protecto 401 Ceramic Epoxy on the interior.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall

be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

4.1.2. PVC Pipe: PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477.

Approved adaptors shall be used for making connections between PVC pipe and concrete manholes. Pipe connections to new manholes shall be made using a flexible synthetic rubber boot mechanically clamped to the manhole and to the pipe to provide a watertight seal.

4.1.3. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

4.2. Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR). Contractor shall verify the I.D. of the casing pipe is adequate for the carrier pipe prior to installation.

4.3. Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - 1/2"	95 -100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

4.4.Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

4.5.Clay Gravel Material: Clay Gravel Material shall meet MDOT Specifications, Class 6, Group C.

4.6.Concrete: Concrete shall be in accordance with the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 601.

4.7.Select Fill Material: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material. Material shall meet the Standard Specifications for Road and Bridge Construction, Latest Edition for Class 9 Group C and modified to consist of a P.I of between 5 and 15.

4.8.Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project. Unacceptable material shall be disposed of off-site at the Contractor's expense.

5. CONSTRUCTION:

5.1. Earthwork:

5.1.1. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

Where possible, Contractor shall remove turf in sections, keep damp, and replace upon completion of backfilling.

5.1.2. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor at his expense. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

5.1.3. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe. In the event trench width is wider than allowed on the plans, Contractor shall absorb the cost of additional wash gravel bedding based on neat line quantity calculations.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be

allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the Contractor will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

It is the intention of these specification that there shall be a minimum interruption to traffic and all traffic control shall be in accordance with the MUTCD.

5.1.4. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

5.1.5. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

- 5.1.6. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with wash gravel bedding and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation, without direction of the Engineer, shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

- 5.1.6.1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

- 5.1.6.2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids

beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

5.1.6.3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

5.1.6.4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grade, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density. All material for bedding when thermoplastic pipe, or other applicable flexible pipe, is used for gravity sewer the requirements of ASTM D2321 must be met.

5.1.6.5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

5.1.6.5.1. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications – RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.1.6.5.2. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

5.1.6.5.3. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

5.1.6.6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

5.1.6.7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OR ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2. PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3. PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up without the approval of the Engineer.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accordance with

the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4. PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

5.4.1. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously competed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell. Pipe shall be pushed by use of a bar or other means approved by the Engineer. Hydraulic excavators, backhoes, or other machinery shall not be used to push slip-joint pipe together.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

Any pipe cuts shall be of neat line. Pipe shall have bevel edges according to the manufacturer's recommendations.

5.4.2. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the

gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first; then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

5.4.3. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5. STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6. SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location if the lateral is not connected to an existing sewer. For service laterals in which a connection to an existing service is required, the Contractor shall make the connection. Contractor shall verify the location of all service laterals within the project area prior to construction.

5.7. BORINGS: Borings shall be accomplished in accordance with Mississippi Standard Specifications for Road and Bridge Construction or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

5.7.1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

5.7.2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping.

However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

5.7.3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

5.7.4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8. RELATION TO WATER MAINS:

5.8.1. Water mains shall be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line shall be a minimum of 18 inches from the top of the sewer line.

5.9. CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project until such time it is no longer needed. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

Where shown on the plans or directed by the Engineer, new sewers shall be connected to existing sewers either by constructing a manhole over an existing line (doghouse) or by coring through the wall of an existing manhole.

6. TESTING

6.1. Ductile Iron Pipe:

6.1.1. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

5.6.2. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

6.2. PVC PIPING: Material test shall be conducted during the manufacturing process

and the results shall be included as part of the submittal. No other material test shall be required.

6.3. STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4. BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major function thereof.

6.5. COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T191 and ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99.

CONTRACTOR shall establish a compaction method or pattern which results in the proper density for the material utilized in the backfill operation. CONTRACTOR shall verify the compaction method by testing each lift for density in the first run of pipe to be laid. Upon satisfactory performance and approval of the ENGINEER the established compaction method shall be used for compaction of each lift of similar material.

The CONTRACTOR shall provide additional density testing to verify the compaction effort; twice in random locations as selected by the ENGINEER every 1,500 linear feet of pipe, if there is a change in material, or if in the sole opinion of the ENGINEER the compaction effort is not yielding the proper results.

(Number of Compaction Tests)

AASHTO T-99	
AASHTO T-191 or	
ASTM D 2922	
Select Backfill Material OR	
Stabilization Material	1
One per 100 CY	
Bedding Material	2
One per 600 LF	
Tamped Backfill	2
One per 600 LF	

6.6.INFILTRATION/EXFILTRATION/LAMP TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

6.6.1. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

6.6.2. Low Pressure Air Test: Air test shall be conducted in strict accordance with the manufacturer's instructions, including all recommended safety precautions. Equipment used for air testing shall be specifically designed for such and include a monitoring gauge with 0 to 5 psi with a minimum division of 0.1 psi and an accuracy of no less than 0.05 psi.

6.6.2.1. Air testing shall be conducted for completed gravity sewer mains.

6.6.2.2. After an internal pressure of 4.0 psi is obtained, allow at least 2 minutes for pressure to stabilize, adding only the amount of air necessary to maintain pressure. After stabilization period, adjust the pressure to 3.5 psi and valve off air supply.

6.6.2.3. Determine the minimum pressure holding time allowed for pressure to drop from 3.5 psi to 3.0 psi as shown on the table below.

**Minimum Holding Time for Low Pressure Air
Test**

Nominal Pipe Size (inches)	Time per 100 ft.
6	42 sec.
8	1 min. - 12 sec.
10	1 min. - 30 sec.

12	1 min. - 48 sec.
15	2 min. - 6 sec.
18	2 min. - 24 sec.
21	3 min.
24	3 min. - 36 sec.
27	4 min. - 12 sec.
30	4 min. - 48 sec.
33	5 min. - 24 sec.
36	6 min.

6.6.3. Visual Test: Gravity sewer lines will be lamped and shall show a true line between manholes without defects in conditions, grade, or alignment. Any defective lines shall be subject to a closed-circuit television inspection performed at the Contractor's expense.

6.7. DEFLECTION TESTS: 100% of the PVC gravity sewer mains shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

- 6.7.1. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.
- 6.7.2. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)
- 6.7.3. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.
- 6.7.4. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.
- 6.7.5. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.
- 6.7.6. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the

Contractor.

6.7.7. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, realign and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

6.7.8. Re-test this section for deflection after 30 days from initial testing.

6.8.FORCE MAINS: All force mains shall be PVC Fluid-Tite Intergral Bell plastic pipe for sewer and shall meet the requirements of 160 PSI, SDR 26 pressure pipe, and shall meet the standard specifications as outlined in ANSI/ASTM D 2241-78. All sections shall be tested under a hydrostatic pressure of 100 pounds per square inch and shall not show leakage exceeding 10 gallons per inch of diameter per mile of pipe per 24 hours when so tested.

All fittings to be mechanical joint cast or ductile iron. A green metallic tape with the word "SEWER" printed in bold letters and at a maximum of 3 feet spacing on the tape shall be secured to the top side of the force main.

MANHOLES

1. GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2. APPLICABLE DOCUMENTS:

The following publications form a part of this specification and were referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48	Gray Iron Casting
C 39	Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Joints for Circular Concrete Sewer and Culvert Pipe Using Rubber Gaskets
C 478	Precast Reinforced Concrete Manhole Sections
C 497	Standard Methods of Testing Concrete Pipe
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

T-99	Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12-Inch Drop.
T-191	Density of Soil In-Place by the Sand-Cone Method.

3. SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

- 3.1. Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:
- 3.1.1. Flexible Plastic Gaskets
 - 3.1.2. Precast Manhole Bases
 - 3.1.3. Precast Manhole Riser Sections

- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Manhole Cover Neoprene Gasket
- 3.1.7. Epoxy Grout

3.2. Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames, Covers & Neoprene Gaskets
- 3.2.2. Epoxy Grout
- 3.2.3. Manhole Steps

4. MATERIALS

4.1. Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2. Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be performed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3. Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1. Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604.

4.3.2. Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4. Manhole Steps: Manhole steps shall be plastic coated corrosion resistant and shall be installed as shown on the Contract Drawings.

4.5. Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or approved equal.

4.6. Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 Class 35, AASHTO M105, AASHTO M306 as well as to the following

requirements.

4.6.1. Standard Manhole Cover and Frame: shall be as manufactured by East Jordan Company (also known as East Jordan Iron Works, East Jordan Foundry), 1040 Series, twenty-four (24) clear opening, inch heavy duty, shall include two (2) cast pick holes, cast groove for neoprene gasket, cover shall be marked "SEWER", unless otherwise noted on the Contract Drawings, domestic origin, or approved equal. Vent Holes shall NOT be allowed.

4.6.2. Water Tight Manhole Cover and Frame: shall be as manufactured by East Jordan Company, (also known as East Jordan Iron Works, East Jordan Foundry), 1040 Series, twenty-four (24) clear opening, heavy duty, shall include two (2) cast pick holes, cast groove for neoprene gasket, cover shall be four (4) 5/8 inch Stainless Steel Bolts recessed into cover, cover labeled "SEWER" unless otherwise noted on the Contract Drawings, domestic origin, or approved equal. Vent Holes shall NOT be allowed

4.6.3. Neoprene Gasket: all manhole covers shall be installed with a 1/4 inch Neoprene Gasket, O Ring Style.

4.7. Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8. Drop Manholes: Concrete for drop manholes shall conform to the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9. Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall.

4.10. All manholes: All manholes shall be lined inside with a twenty (20) mil dry film thickness of an acceptable apply-in-place coal tar epoxy system.

5. CONSTRUCTION

5.1. Earthwork

5.1.1. General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by

Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2. General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3. Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 206.

5.1.4. Backfilling: Backfill material shall consist of select backfill in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 203. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density stated in the geotechnical report in 8-inch layers to the subgrade line. Refer to Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 203.

5.1.5. Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner.

5.2. Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit.

Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3. Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604.

5.4. Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5. Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6. TESTING

6.1. General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1. Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 604.

6.1.2. Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall

be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

- 6.1.2.1. One set of cylinders for each day's run castings or
- 6.1.2.2. One set of cylinders for each 200 linear feet of riser sections manufactured.
- 6.1.2.3. One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3. Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4. Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

WATER SYSTEMS

1. GENERAL

- 1.1. This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2. APPLICABLE PUBLICATIONS

- 2.1. The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

2.1.1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).
- A 252 Welded and Seamless steel pipe piles.
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Concrete Aggregates
- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.
- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

2.1.2. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.
- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

2.1.3. AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.
- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.
- C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.
- C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.
- C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

2.1.4. AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

- T-88 Particle Size Analysis of Soils.
- T-89 Determining the Liquid Limit of Soils.
- T-90 Determining the Plastic Limit and Plasticity Index of Soils.
- T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.
- T-191 Density of Soil In-Place by the Sand-Cone Method.

2.1.5. MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 2017 Edition.

3. SUBMITTALS

3.1. The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1.1. Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish

manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

- 3.1.1.1. Joints: The following shall be required for ductile iron joints.
 - 3.1.1.2. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
 - 3.1.1.3. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
 - 3.1.1.4. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).
- 3.1.2. Ductile Iron Pipe Submittal Shall Include the Results of:
- 3.1.2.1. Tension Test
 - 3.1.2.2. Impact Test
 - 3.1.2.3. Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.
- 3.2. PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4. MATERIALS - WATER SYSTEM

4.1. Ductile Iron Pipe:

- 4.1.1. Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- 4.1.2. Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest

revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipe's installation in accordance with ANSI/AWWA C105/A21.5-88.

4.1.3. All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

4.1.4. Where restrained joint pipe is required, "Fast Grip," "Flex-Ring," or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

4.1.5. Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

4.1.6. All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

4.2. PVC Pipe

4.2.1. PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.

4.2.2. The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

4.3. Gate Valves:

4.3.1. Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

- 4.3.2. All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.
- 4.3.3. Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- 4.3.4. Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- 4.3.5. All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- 4.3.6. The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

4.4. Fittings, Valves and Hydrants, etc.

- 4.4.1. All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- 4.4.2. All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- 4.4.3. The mechanical joint restraint device shall have a working pressure of a least

250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

4.4.4. To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.

4.4.5. Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

4.4.6. The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

4.5.Plugs and Caps

4.5.1. Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.

4.5.2. For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.

4.6.Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.

4.7.Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be

coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95—100
3/4"	35—70
3/8"	10—30
No. 4	0—5

4.8. Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

4.9. Concrete: Concrete shall be in accordance with the requirements of Mississippi Standard Specifications for Road and Bridge Construction, 2017, or latest, edition – Section 601.

4.10. Select Backfill

4.10.1. General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

4.10.2. Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

4.10.3. The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70
Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

4.10.4. Backfill: All other backfill shall consist of excavated material removed from the trench.

5. CONSTRUCTION

5.1. Earthwork

5.1.1. Site Preparation:

5.1.1.1. Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

5.1.1.2. All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

5.1.1.3. Stripping operation shall be to a depth of not less than 6 inches in all cases.

5.2. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

5.3. Trenching:

- 5.3.1. The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- 5.3.2. The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
- 5.3.3. The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- 5.3.4. Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

5.4. Disposal:

- 5.4.1. The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- 5.4.2. The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

5.5. Dewatering

5.5.1. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

5.5.2. Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

5.6. Bedding

5.6.1. The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

5.6.2. Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on

the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

5.6.3. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

5.6.4. Bedding Materials

5.6.4.1. As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

5.6.4.2. The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

5.6.5. Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

5.6.6. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the

pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5.7. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

5.7.1. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.

5.7.2. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

5.7.3. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.

5.8. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

5.9. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."

5.10. Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.11. Pipe Laying

5.11.1. Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or

drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.

5.11.2. The water main shall maintain a minimum of 30 inches of cover at all times.

5.11.3. Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

5.12. **Pipe Jointing:** Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

5.12.1. **Ductile Iron Pipe Joint Construction:** The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

5.12.2. Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

5.12.3. When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

5.12.4. All joints of whatever type shall be completely water tight after being subjected to the required tests.

5.13. **Borings:** Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary

sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

5.13.1. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

5.13.2. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

5.13.3. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

5.13.4. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

6. **SEPARATION of WATER and SEWER MAINS**: The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met, the Division of Water Supply may allow the water line to be laid closer to the sewer line if supported by adequate data from the design engineer.

7. **TESTING**

7.1. Ductile Iron Pipe

7.1.1. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

7.1.2. Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

7.2. Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

7.3. Compaction Tests

7.3.1. Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.

7.3.2. Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

7.4. Hydrostatic Testing

7.4.1. After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.

7.4.2. And all tests shall be in accordance with AWWA Standard C600, Section 4.

7.4.3. Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

7.4.4. In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.

7.4.5. These tests are to be made the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8. CLEANING and STERILIZING

- 8.1. Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- 8.2. At least two (2) samples of chlorine free water, taken from each section, by a representative of the Mississippi State Department of Health, the Licensed Professional Engineer in charge of the project, or the Certified Operator for the system from every dead-end line and every major looped line, shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- 8.3. All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- 8.4. The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9. WATER SERVICE

- 9.1. Service pipe shall be $\frac{3}{4}$ " Polyethylene Plastic tubing meeting the following specifications:
- 9.1.1. 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) suitable for use with standard heavy-duty waterworks brass flare fittings.
- 9.1.2. Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.
- 9.1.3. All connections and fittings shall be Ford brand or equal.

FIRE HYDRANT

1. **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
2. **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500-pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
3. **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
4. **DESIGN**
 - 4.1. The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - 4.2. Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - 4.3. Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - 4.4. Hose and pumper caps shall be chained to the hydrant
 - 4.5. The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - 4.6. Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.

- 4.7. The main valve rod shall be made in two parts and fitted with breakable coupling at the ground line flange.
- 4.8. The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber O-ring gasket to provide a seal.
- 4.9. The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
- 4.10. The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
- 4.11. The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- 4.12. The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- 4.13. The operating nut shall be made of bronze with a self-lubricating design.
- 4.14. Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- 4.15. The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- 4.16. Two O-ring seals shall be utilized where the main hydrant rod passes through the 1-piece bonnet.
- 4.17. Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- 4.18. All like parts of hydrants of the same size and model produced by the same

manufacturer shall be interchangeable.

4.19. Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.

4.20. Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.

4.21. Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.

4.22. Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.

4.23. Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5. COATING

5.1. The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).

5.2. Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6. MARKINGS: Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

SOURCE: Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control.

TRACER WIRE SYSTEMS

A. Materials

1. General

- 1.1. All trace wire and trace wire products shall be domestically manufactured in the U.S.A.
- 1.2. All trace wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked, blue for water and green for Sewer.

2. Trace wire

- 2.1. Open Trench - Trace wire shall be #12 AWG Copper Clad Steel, High Strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- 2.2. Directional Drilling/Boring - Trace wire shall be #12 AWG Copper Clad Steel, Extra High Strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- 2.3. Pipe Bursting/Slip Lining - Trace wire shall be 7 x 7 Stranded Copper Clad Steel, Extreme Strength with 4,700 lb. break load, with minimum 50 mil HDPE insulation thickness.

3. Connectors

- 3.1. All mainline trace wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector. At Crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- 3.2. Direct bury wire connectors – shall include 3-way lockable connectors and mainline to lateral lug connectors specifically manufactured for use in underground trace wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.

3.3. Non-locking friction fit, twist on or taped connectors are prohibited.

4. Termination/Access

- 4.1. All trace wire termination points must utilize an approved trace wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- 4.2. All grade level/in-ground access boxes shall be appropriately identified with “water” cast into the cap and be color coded.
- 4.3. A minimum of 2 ft. of excess/slack wire is required in all trace wire access boxes after meeting final elevation.
- 4.4. All trace wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the trace wire connection and the terminal for the grounding anode wire connection.
- 4.5. Grounding anode wire shall be connected to the identified (or bottom) terminal on all access boxes.
- 4.6. Service Laterals - Trace wire must terminate at an approved grade level/inground trace wire access box, located at the edge of the road right-of-way, and out of the roadway.
- 4.7. Hydrants – Trace wire must terminate at an approved above-ground trace wire access box, properly affixed to the hydrant grade flange. (affixing with tape or plastic ties shall not be acceptable)
- 4.8. Long-runs, in excess of 500 linear feet without service laterals or hydrants - Trace wire access must be provided utilizing an approved grade level/in-ground trace wire access box, located at the edge of the road right-of-way, and out of the roadway. The grade level/in-ground trace wire access box shall be delineated using a minimum 48” polyethylene marker post, color coded per APWA standard for the specific utility being marked.

5. Grounding

- 5.1. Trace wire must be properly grounded at all dead ends/stubs
- 5.2. Grounding of trace wire shall be achieved by use of a drive-in magnesium grounding anode rod with a minimum of 20ft of #12 red HDPE insulated copper

clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.

- 5.3. When grounding the trace wire at dead ends/stubs, the grounding anode shall be installed in direction 180 degrees opposite of the trace wire, at the maximum possible distance.
- 5.4. When grounding the trace wire in areas where the trace wire is continuous and neither the mainline trace wire or the grounding anode wire will be terminated at/above grade, install grounding anode directly beneath and in-line with the trace wire. Do not coil excess wire from grounding anode. In this installation method, the grounding anode wire shall be trimmed to an appropriate length before connecting to trace wire with a mainline to lateral lug connector.
- 5.5. Where the anode wire will be connected to a trace wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

B. Installation

1. General

- 1.1. Trace wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- 1.2. Trace wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- 1.3. Any damage occurring during installation of the trace wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- 1.4. Trace wire shall be installed at the bottom half of the pipe and secured (taped/tied) at 5' intervals.
- 1.5. Trace wire must be properly grounded as specified.

- 1.6. Trace wire on all service laterals/stubs must terminate at an approved trace wire access box located directly above the utility, at the edge of the road right-of-way, but out of the roadway. (See Trace Wire Termination/Access)
 - 1.7. At all mainline dead-ends, trace wire shall go to ground using an approved connection to a drive-in magnesium grounding anode rod, buried at the same depth as the trace wire. (See Grounding)
 - 1.8. Mainline trace wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end, ground using an approved waterproof connection to a grounding anode buried at the same depth as the trace wire.
 - 1.9. All service lateral trace wires shall be a single wire, connected to the mainline trace wire using a mainline to lateral lug connector, installed without cutting/splicing the mainline trace wire.
 - 1.10. In occurrences where an existing trace wire is encountered on an existing utility that is being extended or tied into, the new trace wire and existing trace wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.
2. Water System
- 2.1. A mainline trace wire must be installed, with all service lateral trace wires properly connected to the mainline trace wire, to ensure full tracing/locating capabilities from a single connection point.
 - 2.2. Lay mainline trace wire continuously, by-passing around the outside of valves and fittings on the North or East side.
 - 2.3. Trace wire on all water service laterals must terminate at an approved trace wire access box color coded blue and located directly above the service lateral at the edge of road right of way.
 - 2.4. Above-ground tracer wire access boxes will be installed on all fire hydrants.
 - 2.5. All conductive and non-conductive service lines shall include tracer wire.

C. Prohibited Products and Methods

1. The following products and methods shall not be allowed or acceptable
 - 1.1. Uninsulated trace wire
 - 1.2. Trace wire insulations other than HDPE
 - 1.3. Trace wires not domestically manufactured
 - 1.4. Non-locking, friction fit, twist on or taped connectors
 - 1.5. Brass or copper ground rods
 - 1.6. Wire connections utilizing taping or spray-on waterproofing
 - 1.7. Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
 - 1.8. Trace wire wrapped around the corresponding utility
 - 1.9. Brass fittings with trace wire connection lugs
 - 1.10. Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
 - 1.11. Connecting trace wire to existing conductive utilities

D. Testing

1. All new trace wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
2. This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
3. Continuity testing in lieu of actual line tracing shall not be accepted.

EXHIBIT C
BID TABULATION SHEET

BID TAB				June 20, 2024		OPC		Grady Crawford Construction Co.	
Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St								PO Box 967	
Project No. 12220-007								Baton Rouge, LA 70821	
BASE BID									
Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$55,000.00	\$55,000.00		
202-B	Removal of Asphalt Pavement, All Depths	SY	5265	\$4.50	\$23,692.50	\$14.00	\$73,710.00		
202-B	Removal of Concrete Pavement, All Depths	SY	951	\$9.00	\$8,559.00	\$14.00	\$13,314.00		
202-B	Removal of Concrete Sidewalk	SY	1030	\$9.00	\$9,270.00	\$14.00	\$14,420.00		
202-B	Removal of Curb & Gutter, All Types	LF	3425	\$5.00	\$17,125.00	\$14.00	\$47,950.00		
202-B	Removal of Fence, All Types	LF	57	\$15.00	\$855.00	\$10.00	\$570.00		
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	\$500.00	\$3,000.00	\$900.00	\$5,400.00		
202-B	Removal of Storm Sewer Manhole	EA	3	\$500.00	\$1,500.00	\$900.00	\$2,700.00		
202-B	Removal of Pipe, 8" And Above	LF	850	\$15.00	\$12,750.00	\$8.00	\$6,800.00		
202-B	Removal of Traffic Stripe	LF	140	\$2.00	\$280.00	\$7.00	\$980.00		
202-B	Removal of Traffic Stripe	SF	616	\$2.50	\$1,540.00	\$7.00	\$4,312.00		
203-A	Unclassified Excavation, LVM, AH	CY	390	\$15.00	\$5,850.00	\$12.00	\$4,680.00		
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3235	\$20.00	\$64,700.00	\$34.00	\$109,990.00		
203-G	Excess Excavation, LVM, AH	CY	1300	\$18.00	\$23,400.00	\$12.00	\$15,600.00		
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	\$25.00	\$16,250.00	\$45.00	\$29,250.00		
215-A	Vegetative Materials for Mulch	TON	1	\$450.00	\$450.00	\$750.00	\$750.00		
216-A	Solid Sodding	SY	2580	\$6.00	\$15,480.00	\$13.00	\$33,540.00		
219-A	Watering	KGAL	52	\$20.00	\$1,040.00	\$10.00	\$520.00		
221-A	Concrete Paved Ditch	CY	0	\$1,800.00	\$180.00	\$3,500.00	\$350.00		
226-A	Temporary Grassing	ACRE	1	\$1,500.00	\$750.00	\$3,500.00	\$1,750.00		
907-234-A	Temporary Silt Fence	LF	5000	\$5.00	\$25,000.00	\$1.00	\$5,000.00		
237-A	Wattles, 20"	LF	1200	\$7.00	\$8,400.00	\$1.00	\$1,200.00		
246-A	Sandbags	LF	225	\$10.00	\$2,250.00	\$5.00	\$1,125.00		
907-258-PP	Concrete Steps, Per Plans	EA	1	\$1,200.00	\$1,200.00	\$1,280.00	\$1,280.00		
907-258-N	Car Stop, Per Plans	EA	4	\$150.00	\$600.00	\$175.00	\$700.00		
304-A	Granular Material, LVM, Class 9, Group C	CY	50	\$20.00	\$1,000.00	\$50.00	\$2,500.00		
304-F	Size 610 Crushed Stone Base	TON	2770	\$60.00	\$166,200.00	\$90.00	\$249,300.00		
403-A	9.5mm, ST, Asphalt Pavement	TON	600	\$210.00	\$126,000.00	\$200.00	\$120,000.00		
403-A	19mm, ST, Asphalt Pavement	TON	1400	\$210.00	\$294,000.00	\$234.00	\$327,600.00		
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	\$210.00	\$7,350.00	\$200.00	\$7,000.00		
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1115	\$12.00	\$13,380.00	\$18.00	\$20,070.00		
407-A	Asphalt for Tack Coat	GAL	540	\$8.00	\$4,320.00	\$5.00	\$2,700.00		

BID TAB				June 20, 2024		OPC		Grady Crawford Construction Co.	
Project:		West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St						PO Box 967	
Project No.		12220-007						Baton Rouge, LA 70821	
BASE BID									
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	\$100.00	\$1,500.00	\$169.00	\$2,535.00		
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	\$1,500.00	\$222,000.00	\$965.00	\$142,820.00		
602-A	Reinforcing Steel	LBS	14485	\$2.50	\$36,212.50	\$5.50	\$79,667.50		
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	\$45.00	\$720.00	\$100.00	\$1,600.00		
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1392	\$57.00	\$79,344.00	\$130.00	\$180,960.00		
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	\$65.00	\$3,120.00	\$165.00	\$7,920.00		
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00		
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1120	\$60.00	\$67,200.00	\$188.00	\$210,560.00		
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	\$2,750.00	\$5,500.00	\$2,350.00	\$4,700.00		
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	\$28.00	\$4,480.00	\$64.00	\$10,240.00		
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	\$38.00	\$12,616.00	\$73.00	\$24,236.00		
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	\$1,250.00	\$25,000.00	\$7,320.00	\$146,400.00		
604-A	Castings	LBS	3730	\$3.00	\$11,190.00	\$12.00	\$44,760.00		
604-B	Gratings	LBS	4950	\$3.50	\$17,325.00	\$11.00	\$54,450.00		
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	\$25.00	\$1,500.00	\$50.00	\$3,000.00		
608-A	Concrete Sidewalk, Without Reinforcement	SY	1675	\$60.00	\$100,500.00	\$100.00	\$167,500.00		
907-608-C	Detectable Warning Panels	SF	175	\$45.00	\$7,875.00	\$66.00	\$11,550.00		
609-B	Concrete Curb, Header	LF	500	\$50.00	\$25,000.00	\$61.00	\$30,500.00		
609-C	Concrete Integral Curb, Type 1	LF	620	\$45.00	\$27,900.00	\$39.00	\$24,180.00		
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2790	\$26.00	\$72,540.00	\$70.00	\$195,300.00		
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	\$90.00	\$54,450.00	\$115.00	\$69,575.00		
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	\$120.00	\$37,920.00	\$122.00	\$38,552.00		
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00		
618-A	Maintenance of Traffic	LS	1	\$95,000.00	\$95,000.00	\$125,000.00	\$125,000.00		
618-B	Additional Construction Signs	SF	10	\$10.00	\$100.00	\$90.00	\$900.00		
619-D	Remove and Reset Signs, All Sizes	EA	8	\$100.00	\$800.00	\$55.00	\$440.00		
620-A	Mobilization	LS	1	\$265,000.00	\$265,000.00	\$171,000.00	\$171,000.00		

BID TAB				June 20, 2024		OPC		Grady Crawford Construction Co.	
Project:				West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St				PO Box 967	
Project No.				12220-007				Baton Rouge, LA 70821	
BASE BID									
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	\$6.50	\$299.00	\$13.00	\$598.00		
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	\$6.50	\$3,848.00	\$9.00	\$5,328.00		
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2346	\$10.00	\$23,460.00	\$17.00	\$39,882.00		
626-H	Thermoplastic Legend, White	SF	134	\$15.00	\$2,010.00	\$70.00	\$9,380.00		
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	\$45.00	\$4,365.00	\$14.00	\$1,358.00		
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	\$20.00	\$6,300.00	\$10.00	\$3,150.00		
699-A	Roadway Construction Stakes	LS	1	\$45,000.00	\$45,000.00	\$24,500.00	\$24,500.00		
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	\$60.00	\$2,400.00	\$165.00	\$6,600.00		
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	\$55.00	\$54,670.00	\$78.00	\$77,532.00		
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	940	\$65.00	\$61,100.00	\$107.00	\$100,580.00		
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	480	\$70.00	\$33,600.00	\$152.00	\$72,960.00		
SS5	Removal of Existing Sewer Line	LF	1445	\$3.00	\$4,335.00	\$28.00	\$40,460.00		
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	\$5.00	\$2,525.00	\$9.00	\$4,545.00		
SS7	Tracer Wire System for Sewer	LS	1	\$3,050.00	\$3,050.00	\$16,250.00	\$16,250.00		
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	\$4,500.00	\$22,500.00	\$5,400.00	\$27,000.00		
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	\$5,200.00	\$15,600.00	\$7,200.00	\$21,600.00		
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	\$5,950.00	\$5,950.00	\$8,100.00	\$8,100.00		
SS11	Drop Manhole Assembly (All Depths)	EA	1	\$2,500.00	\$2,500.00	\$2,150.00	\$2,150.00		
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	\$850.00	\$5,100.00	\$925.00	\$5,550.00		
SS13	4" Sanitary Sewer Service Cleanout	EA	41	\$650.00	\$26,650.00	\$812.00	\$33,292.00		
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	\$35.00	\$19,600.00	\$43.00	\$24,080.00		
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1045	\$45.00	\$47,025.00	\$49.00	\$51,205.00		
SS16	8"x8"x6" PVC Service Tee	EA	38	\$350.00	\$13,300.00	\$258.00	\$9,804.00		
SS17	Existing Sewer Service Investigation	EA	3	\$200.00	\$600.00	\$450.00	\$1,350.00		
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1360	\$60.00	\$81,600.00	\$95.00	\$129,200.00		
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	\$70.00	\$33,600.00	\$108.00	\$51,840.00		
W3	Tracer Wire System for Water	LS	1	\$1,500.00	\$1,500.00	\$10,500.00	\$10,500.00		
W4	Cut and Cap Existing Water Lines	EA	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00		
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	\$1,200.00	\$2,400.00	\$1,530.00	\$3,060.00		
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	\$3,000.00	\$6,000.00	\$5,230.00	\$10,460.00		
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	\$5,000.00	\$5,000.00	\$8,750.00	\$8,750.00		

BID TAB June 20, 2024 Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St Project No. 12220-007				OPC		Grady Crawford Construction Co. PO Box 967 Baton Rouge, LA 70821	
BASE BID							
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	\$6,500.00	\$6,500.00	\$12,750.00	\$12,750.00
W9	6" Gate Valve	EA	1	\$2,100.00	\$2,100.00	\$1,950.00	\$1,950.00
W10	8" Gate Valve	EA	1	\$2,800.00	\$2,800.00	\$2,950.00	\$2,950.00
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	\$6,500.00	\$6,500.00	\$8,150.00	\$8,150.00
W12	Removal of Existing Fire Hydrant	EA	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	\$550.00	\$14,300.00	\$670.00	\$17,420.00
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	\$1,500.00	\$1,500.00	\$2,340.00	\$2,340.00
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	\$8.00	\$5,280.00	\$20.00	\$13,200.00
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	\$12.00	\$480.00	\$28.00	\$1,120.00
W17	Remove and Reset Water Meter	EA	25	\$1,000.00	\$25,000.00	\$165.00	\$4,125.00
Bid Total:					\$2,648,511.00		\$3,780,525.50

***Comments: mathematical correction**

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 20, 2024, and that said tabulation is true and correct to the best of my belief.


Shea E. McNease, P.E.

EXHIBIT D

CRAWFORD BID

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company


Authorized by:

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821

ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1	55,000.00	55,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265	14.00	73,710.00	4
202-B	Removal of Concrete Pavement, All Depths	SY	951	14.00	13,314.00	4
202-B	Removal of Concrete Sidewalk	SY	1,030	14.00	14,420.00	4
202-B	Removal of Curb & Gutter, All Types	LF	3,425	14.00	47,950.00	4
202-B	Removal of Fence, All Types	LF	57	10.00	570.00	
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	900.00	5,400.00	
202-B	Removal of Storm Sewer Manhole	EA	3	900.00	2,700.00	
202-B	Removal of Pipe, 8" And Above	LF	850	8.00	6,800.00	
202-B	Removal of Traffic Stripe	LF	140	7.00	980.00	
202-B	Removal of Traffic Stripe	SF	616	7.00	4,312.00	
	*** Earthwork & Temporary Erosion Control ***					
203-A	Unclassified Excavation, LVM, AH	CY	390	12.00	4,680.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235	34.00	109,990.00	4
203-G	Excess Excavation, LVM, AH	CY	1,300	12.00	15,600.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	45.00	29,250.00	
215-A	Vegetative Materials for Mulch	TON	1	750.00	750.00	
216-A	Solid Sodding	SY	2,580	13.00	33,540.00	1
219-A	Watering	KGAL	52	10.0	520.00	
221-A	Concrete Paved Ditch	CY	0.1	3,500.00	350.00	

226-A	Temporary Grassing	ACRE	0.5	3,500.00	1,750.00	
907-234-A	Temporary Silt Fence	LF	5,000	1.00	5,000.00	2
237-A	Wattles, 20"	LF	1,200	1.00	1,200.00	2
246-A	Sandbags	LF	225	5.00	1,125.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	1,280.00	1,280.00	
907-258-N	Car Stop, Per Plans	EA	4	175.00	700.00	
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	50.00	2,500.00	
304-F	Size 610 Crushed Stone Base	TON	2,770	90.00	249,300.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	600	200.00	120,000.00	4
403-A	19mm, ST, Asphalt Pavement	TON	1,400	234.00	327,600.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	200.00	7,000.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115	18.00	20,070.00	
407-A	Asphalt for Tack Coat	GAL	540	5.00	2,700.00	4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	169.00	2,535.00	
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	965.00	142,820.00	
602-A	Reinforcing Steel	LBS	14,485	5.50	79,667.50	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	100.00	1,600.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392	130.00	180,960.00	
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	165.00	7,920.00	
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	2,300.00	2,300.00	

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120	188.00	210,560.00	
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	2,350.00	4,700.00	
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	64.00	10,240.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	7,320.00	146,400.00	
604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
609-C	Concrete Integral Curb, Type 1	LF	620	39.00	24,180.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790	70.00	195,300.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	115.00	69,575.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	*** Miscellaneous Roadway**					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'-8') (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'-10') (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	*** Sewer Service Items ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	*** Water Pipe Items ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	*** Water Connection Items ***					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	*** Water Valve Items ***					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** Water Fire Protection Items ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** Water Service Items ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	
Total Bid Amount \$3,780,525.50						

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821
Mississippi Certificate of Responsibility No 03623-MC

Bid For:

WEST 7th STREET INFRASTRUCTURE REHABILITATION
CITY OF HATTIESBURG

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Grady Crawford Construction Co., Inc. of Baton Rouge Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of June, 2024.

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:

**WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Grady Crawford Construction Co., Inc. of Baton Rouge

PRINCIPAL

Nationwide Mutual Insurance Company

SURETY

BY: David W Alligood
David W Alligood, Attorney-in-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID W ALLIGOOD; JAMES J TASSIN; THOMAS A LAPORTE; WILLIAM P GARCIA; RYAN J VICKNAIR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

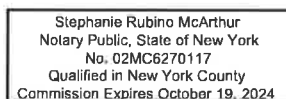


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

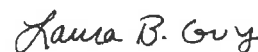


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of June, 2024.



Assistant Secretary



SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company



By

Antonio C. Albanese, Vice President ~ Surety
Nationwide Mutual Insurance Company

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company


Authorized by:

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821

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603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
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604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
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614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	*** Miscellaneous Roadway***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6") (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'-8") (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'-10") (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	*** Sewer Service Items ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	*** Water Pipe Items ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	*** Water Connection Items ***					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	*** Water Valve Items ***					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** Water Fire Protection Items ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** Water Service Items ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	
					Total Bid Amount \$3,780,525.50	

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

- notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Grady Crawford Construction Co., Inc. of Baton Rouge, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

R. Casey Crawford, President
Name and Title of Contractor's Authorized Official

72-0795086
Contractor's Employer Identification Number (EIN)

6/20/24
Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Grady Crawford Construction Co., Inc. of Baton Rouge, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.


Signature of Contractor's Authorized Official

R. Casey Crawford, President
Name and Title of Contractor's Authorized Official

6/20/24
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Grady Crawford Construction Co., Inc. of Baton Rouge
Business Name

By R. Casey Crawford, President
Name and Title of Authorized Representative


Signature of Authorized Representative

6/20/24
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that NO FUEL OR MATERIAL ADJUSTMENT, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE: 11/28/2017****SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change "Engineer" to "Director."
33	105.05.1	In the sixth sentence, change "Contract Administration Engineer" to "Contract Administration Director."
34	105.05.2.1	In subparagraph 2, change "SWPPP, ECP" to "SWPPP and the ECP"
35	105.05.2.2	In subparagraphs 2, add " and" to the end of the sentence. In subparagraph 3, remove ", and" and add ".".
90	109.04.2	In the last paragraph of subparagraph (a), place a period "." at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period "." at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period "." at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change "HMA mixture" to "Asphalt mixtures."
98	109.11	In the third sentence, change "Engineer" to "Director."
219	308.04	In the last sentence of the last paragraph, change "Contractor's decision" to "Engineer's decision."
300	405.02.5.9	In the first sentence of the second paragraph, change "Hot Mix Asphalt" to "Asphalt Mixtures."
502	630.01.1	In the first paragraph, change "AASHTO" to "AASHTO's LRFD".
636	646.05	Change "each" to "per each" for the pay item units of payment.
640	656.02.6.2	In item 7), change "down stream" to "downstream".
688	630.03.2	Change the subsection number from "630.03.2" to "680.03.2."
725	702.08.3	In the second sentence of the first paragraph, change "hot-mix" to "asphalt."
954	804.02.13.1.6	In the definition for "M" in the % Reduction formulas, change "paragraph 7.3" to "paragraph 5.3."

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "*Rental Rate Blue Book*" as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 6 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 6 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

280 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 39. Public Finance
Subtitle III. General Laws on State Debt
Chapter 17. Louisiana Procurement Code (Refs & Annos)
Part III. Source Selection and Contract Formation (Refs & Annos)
Subpart A. Methods of Source Selection

LSA-R.S. 39:1594

§ 1594. Competitive sealed bids

Effective: July 1, 2019

Currentness

A. Conditions for use. Contracts exceeding the amount provided by R.S. 39:1596 shall be awarded by competitive sealed bidding unless otherwise provided in this Chapter.

B. Invitation for bids. Competitive sealed bidding shall be initiated by the issuance of an invitation for bids containing a description of the supplies, services, or major repairs to be procured and all contractual terms and conditions applicable to the procurement.

C. Public notice.

(1) Adequate public notice of the invitation for bids shall be given at least ten days prior to the date set forth therein for the opening of bids on all matters except those made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643, for which such notice shall be given at least twenty days prior to the opening of bids. Notice shall be in writing and to persons in a position to furnish the supplies, services, or major repairs required, as shown by its records, and by advertising if the amount of the purchase is twenty-five thousand dollars or more.

(2) The advertisements or written notices shall contain general descriptions of the supplies, services, or major repairs for which bids are wanted and shall state all of the following:

(a) The names and locations of the departments or institutions for which the purchases are to be made.

(b) Where and how specifications and quotation forms may be obtained.

(c) The date and time not later than which bids must be received and will be opened.

(3) Each advertisement shall be published in the official journal of the state. In the case of any purchase to meet the needs of a single budget unit the advertisement shall be published also in a newspaper of general circulation printed in the parish in which

the budget unit is situated or, if there is no newspaper printed in the parish, in a newspaper printed in the nearest parish, which has a general circulation in the parish in which the budget unit is situated.

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or purchasing agencies of the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

(5) All bids shall be advertised by a using agency through a centralized electronic interactive environment administered by the division of administration and on the electronic website accepting the electronic bids as provided in this Section. The advertisement or written notice required by this Section shall contain the name and address of the using agency and shall establish the specific date, time, and place by which the bids must be received.

D. Bid submission.

(1) Bids shall be submitted in writing in accordance with the requirements set forth in the invitation for bids or electronically through a uniform and secure electronic interactive environment.

(2) Public entities shall provide, as an additional bidding option, a uniform and secure electronic interactive system for the submission of competitive sealed bids as provided for in this Section. Any public entity providing a secure electronic interactive system shall follow the standards for the receipt of electronic bids adopted by the office of the governor, division of administration, and the office of information technology as provided for in LAC 4:XV.701. Any special condition or requirement for the submission shall be specified in the advertisement for bids required by this Section.

(3) The requirements of Paragraph (2) of this Subsection shall not apply to the following public entities:

(a) Public entities that are currently without high-speed Internet access, until high-speed Internet access becomes available.

(b) Any parish with a police jury form of government and a population of less than twenty thousand.

(c) Any city or municipality with a population of less than ten thousand.

(d) Any public entity that is unable to comply with the electronic bidding provisions of this Subsection without securing and expending additional funding.

E. Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and open to public inspection.

F. Bid evaluation.

(1) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, and criteria affecting price such as life cycle or total ownership costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria shall be used in bid evaluation that are not set forth in the invitation for bids.

(2) For bids made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to [R.S. 39:1643](#), the criteria for evaluation shall be included in the invitation for bids and shall include, at a minimum, the following:

(a) Location of the proposed space.

(b) Condition of the proposed space.

(c) Suitability of the proposed space for the advertiser's needs.

(d) Timeliness of availability of the proposed space.

G. Correction or withdrawal of bids. Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations.

H. Award. The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Award shall be made by unconditional acceptance of a bid without alteration or correction except as authorized in this Chapter.

I. Resident business **preference**. In state contracts awarded by competitive sealed bidding, resident businesses shall be **preferred** to **nonresident** businesses where there is a tie bid and where there will be no sacrifice or loss in quality.

J. Exemption.

(1) Purchases of goods manufactured by or services performed by individuals with disabilities through supported employment providers as defined in [R.S. 39:1604.4](#) shall be exempt from the provisions of this Section. This exemption shall also apply to goods and services procured directly from a central nonprofit agency contracting under [R.S. 39:1604.4](#) to assist supported employment providers.

(2) Purchases of raw materials and supplies used in the manufacturing process by the Department of Public Safety and Corrections, division of prison enterprises, with the approval of the state chief procurement officer, shall be exempt from the provisions of this Section and shall be procured through the use of written bids.

Credits

[Acts 2014, No. 864, § 2, eff. Jan. 1, 2015](#). Amended by [Acts 2016, No. 420, § 1](#); [Acts 2019, No. 312, § 3, eff. July 1, 2019](#).

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Source:

[Acts 1979, No. 715, § 1](#).

[Acts 1984, No. 354, § 1](#).

[Acts 1986, No. 291, § 1](#).

[Acts 1991, No. 947, § 2](#).

[Acts 1992, No. 527, § 2](#).

[Acts 1995, No. 635, § 1](#).

[Acts 1997, No. 121, § 2](#).

[Acts 1997, No. 680, § 1](#).

[Acts 2001, No. 1032, § 13](#).

[Acts 2004, No. 433, § 1](#).

[Acts 2014, No. 811, § 21](#).

[R.S. 39:1594](#).

Chapter 17, “Louisiana Procurement Code” of Subtitle III of Title 39 of the Louisiana Revised Statutes, formerly comprised of R.S. 39:1551 to 39:1758, is revised by Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Chapter 17, “Louisiana Procurement Code” of Subtitle III of Title 39, as revised by Acts 2014, No. 864, is now comprised of:

Part I consisting of Subpart A [R.S. 39:1551 to 39:1554.1], Subpart B [R.S. 39:1556], and Subpart C [R.S. 39:1557 to 39:1558];

Part II consisting of Subpart A [R.S. 39:1561], Subpart B [R.S. 39:1562 to 39:1569.1], Subpart C [R.S. 39:1571 to 39:1572], Subpart D [R.S. 39:1581], and Subpart E [R.S. 39:1586 to 39:1587];

Part III consisting of Subpart A [R.S. 39:1593 to 39:1604.7], Subpart B [R.S. 39:1605], Subpart C [R.S. 39:1606 to 39:1608], Subpart D [R.S. 39:1611 to 39:1626], Subpart E [R.S. 39:1627 to 39:1628], Subpart F [R.S. 39:1629 to 39:1629.1], Subpart G [R.S. 39:1630 to 39:1630.1], Subpart H [R.S. 39:1631 to 39:1633], Subpart I [R.S. 39:1641 to 39:1644], Subpart J [R.S. 39:1646],; and Subpart K [R.S. 39:1647 as added by Acts 2014, No. 416 and redesignated pursuant to the statutory revision authority of the Louisiana State Law Institute];

Part IV consisting of R.S. 39:1651 to 39:1658;

Part V consisting of R.S. 39:1661 to 39:1662;

Part VI consisting of Subpart A [R.S. 39:1671 to 39:1672], Subpart B [R.S. 39:1672.1 to 39:1672.4], Subpart C [R.S. 39:1673], Subpart D [R.S. 39:1676 to 39:1679], Subpart E [R.S. 39:1681 to 39:1685], Subpart F [R.S. 39:1691 to 39:1692], and Subpart G [R.S. 39:1695 to 39:1697];

Part VII consisting of Subpart A [R.S. 39:1702 to 39:1710] and Subpart B [R.S. 39:1716];

Part VIII consisting of R.S. 39:1731 to 39:1736; and

Part IX consisting of R.S. 39:1751 to 39:1755.

Section 3 of Acts 2014, No. 864, eff. Jan. 1, 2015, repeals Chapter 16, “Professional, Personal, Consulting, and Social Services Procurement” of Subtitle III of Title 39, consisting of R.S. 39:1481 to 39:1526.

The revision by Acts 2014, No. 864 retains the general subject matter of Chapter 17, while incorporating material from Chapters 16 and 17 prior to the revision. The Part structure and headings of Chapter 17 remain unchanged, but Acts 2014, No. 864 revises the internal structure of the Parts. Section 1 of Act 864 provides a conforming amendment to R.S. 36:4(B)(1)(b).

Sections 4 to 7 of Act 864 provide:

“Section 4. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which contain the name of the office of contractual review and the office of state purchasing, changed in this Act, and in all locations it deems appropriate change said references to the office of state procurement.

“Section 5. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which refer to Chapter 16 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950 or Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, changed in this Act, and in all locations it deems appropriate change said references to Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950.

“Section 6. Prior to January 1, 2015, the commissioner of administration shall take action necessary to implement this Act on January 1, 2015, including promulgation of necessary rules under the authority of the commissioner of administration or on behalf of the office of state procurement and the state chief procurement officer in accordance with the Administrative Procedure Act.

“Section 7. (A) Sections 1 through 5 of this Act shall become effective on January 1, 2015.

“(B) Section 6 of this Act and this Section shall become effective upon signature of this Act by the governor or, if not signed by the governor, upon expiration of the time for bills to become law without signature by the governor, as provided by [Article III, Section 18 of the Constitution of Louisiana](#). If this Act is vetoed by the governor and subsequently approved by the legislature, this Section and Section 6 of this Act shall become effective on the day following such approval.”

For the disposition of the subject matter of Chapters 16 and 17 of Subtitle III of Title 39 following the repeal and revision by [Acts 2014, No. 864](#), see disposition table, preceding [R.S. 39:1551](#).

[Acts 2014, No. 811, § 21](#), amended par. (I)(1) of R.S. 39:1594 prior to the revision of the Procurement Code provisions by [Acts 2014, No. 864, § 2](#) by substituting “individuals with severe disabilities” for “severely handicapped individuals”. Pursuant to the statutory revision authority of the Louisiana State Law Institute, in 2014, the text of Act 811 was merged into the text of par. (I)(1) as revised by Act 864.

For legislative findings and intent regarding language used to refer to persons with disabilities or exceptionalities, [preferred terminology and authority of the Louisiana State Law Institute to change terminology](#), as set forth in [Acts 2014, No. 811](#), see notes under [R.S. 39:302](#).

Relevant Notes of Decisions (2)

[View all 29](#)

Notes of Decisions listed below contain your search terms.

Construction and application

Preference for in-state vendors is exception to statutory competitive sealed bid requirements and such exceptions must be strictly construed. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts [🔑 129](#); States [🔑 98.4](#)

Resident business preference

Because **preference** statute authorizing allowance of 5% **preference** on cost to Louisiana retailer over out-of-state retailer did not apply to state procurements obtained through competitive bid process, Commissioner of Administration's decision approving award of state contract to the second lowest bidder who was located in the state, as opposed to the lowest bidder who was located out-state, was affected by an error of law and, accordingly, would be vacated. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts [🔑 129](#); States [🔑 98.4](#)

LSA-R.S. 39:1594, LA R.S. 39:1594

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

End of Document

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Project Name: West 7th Street Infrastructure Rehabilitation
City and State: Hattiesburg, MS
Date and Time of Bid: 06/20/2024 @ 10:00 am

BID ABSTRACT

BIDDERS	CERT. OF RESP.#	BID SECURITY	TOTAL BID
Grady Crews Inc	03623-MC	5% Nation wide	3,780,525.50

Do we go
ahead &
recommend?



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, August 20, 2024

Re: Approve Interlocal Agreement between Lamar County, Forrest County and City of Hattiesburg regarding modification and use of Lamar County property as a Crisis Stabilization Unit (CSU) Facility and Approve Resolution authorizing the City of Hattiesburg's contribution for CSU Facility utilizing funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery fund, as the provision of government services by the City of Hattiesburg and Authorize the Mayor to execute.
File Number: 2024-415
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2024 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (“CITY”) AUTHORIZING THE CONTRIBUTION AND
OBLIGATION OF SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS FOR
MODIFICATION AND USE OF LAMAR COUNTY PROPERTY AS A CRISIS
STABILIZATION UNIT (CSU) FACILITY UTILIZING FUNDS RECEIVED FROM
THE U.S.**

**DEPARTMENT OF TREASURY (“TREASURY”) UNDER THE AMERICAN RESCUE
PLAN ACT’S STATE AND LOCAL FISCAL RECOVERY FUND, AS THE PROVISION
OF GOVERNMENT SERVICES BY THE CITY**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (“ARPA”), which created the State and Local Fiscal Recovery Fund (“SLFRF” together with ARPA, the “Funds”) to provide continued relief from the impact of the COVID-19 pandemic (“COVID-19”); and

WHEREAS, Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of ARPA, Pub. L. No. 117-2 (March 11, 2021), provide that the Funds may be used for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency; and

WHEREAS, Treasury has established FAQ’s and related guidance, as amended from time to time (“FAQ’s”) for its interim final rule, setting forth specific requirements for utilizing the Funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on January 6, 2022, Treasury issued the Coronavirus State and Local Fiscal Recovery Funds, Final Rule (revising 31 CFR Part 35) (the “Final Rule”), which provides recipients with additional flexibility for their use of Funds received under ARPA; and

WHEREAS, Treasury has also prepared the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule (January 2022) (the “Overview” together with the Final Rule and FAQ’s, the Guidance”), to summarize the Final Rule provisions and provide a non-exhaustive list of government services projects that recipients can undertake with the Funds under the loss revenue category; and

WHEREAS, in accordance with the Guidance, the Mayor and City Council (“Governing Body”) of City of Hattiesburg, Mississippi (“City”) resolved on January 18, 2022 by Resolution #2022-2 to declare the standard allowance presumption of ten million dollars (\$10,000,000.00) as the amount of the reduction in its general revenue due to the COVID-19 public health emergency and utilize such Funds for the provision of government services; and

WHEREAS, the City recognizes that its government services can include the provision of mental health and substance use disorder services and that utilizing the Funds under the \$10,000,000 standard allowance loss revenue presumption, will improve the City’s general welfare, quality of life, public purpose and is in the best interest of the City’s residents; and

WHEREAS, the City recognizes the benefit of collaborating with the Lamar County Board of Supervisors and the Forrest County Board of Supervisors to provide for the improving, construction, upgrading and utilization of a property, owned by Lamar County Board of Supervisors, located at 115 Purvis-Baxterville Road, Purvis, Mississippi, for the crisis stabilization unit facility (the “Project”); and

WHEREAS, Lamar County, Mississippi, Forrest County, Mississippi, and the City, each of which is a public body and political subdivision of the State of Mississippi, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Code (the “Interlocal Cooperation Act”), and other applicable law desire to enter an interlocal agreement (“Agreement”) for the purpose of cooperating and contracting with one another on the basis of mutual advantage to provide services that will best accord continued economic growth and development and enhance

the general welfare, quality of life, and public purpose of local government units all for the benefit of the Project, and a copy of such Agreement is attached hereto as Exhibit A; and

WHEREAS, Lamar County, Mississippi, on behalf of itself, Forrest County, Mississippi, and the City, will seek bids as required by state law for the construction, modification and improvement of the Project and all funds contributed by the parties will go to the construction of the Project and the initial startup and operational cost of the Project; and

WHEREAS, upon proper procurement, the City desires to contribute \$750,000.00 of its Funds toward the establishment of the Project as the provision of governmental services under the Guidance.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

- 1. That the Project, pursuant to the Agreement, will improve the City’s mental health and substance use disorder services for the benefit of the public in partnership with Lamar County, Mississippi, and Forrest County, Mississippi, and therefore, the Agreement is hereby approved by the Mayor and/or City Clerk is authorized to execute the same.
- 2. That upon approval of the Agreement by the Attorney General and recoding thereof pursuant to the Interlocal Cooperation Act and in compliance with the state procurement laws, the City hereby obligates \$750,000.00 of its Funds for the Project as a provision of government services under the Guidance.

Following the reading of the foregoing Resolution, Councilperson _____ made the motion and Councilperson _____ seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

Councilperson Jeffrey George	voted: ____
Councilperson Deborah Delgado	voted: ____
Councilperson Carter Carroll	voted: ____
Councilperson Dave Ware	voted: ____
Councilperson Nicholas Brown	voted: ____

The motion having received the affirmative vote of a majority of the members present, the President of the Governing Body, acting for and on behalf of the City, declared the motion carried and the resolution adopted, on this the ____ day of _____ 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ day of _____, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

**INTERLOCAL AGREEMENT BETWEEN LAMAR COUNTY, MISSISSIPPI,
FORREST COUNTY, MISSISSIPPI, AND THE CITY OF HATTIESBURG,
MISSISSIPPI, REGARDING MODIFICATION AND USE OF LAMAR COUNTY
PROPERTY AS A CRISIS STABILIZATION UNIT (CSU) FACILITY WITHIN THE
JURISDICTION OF LAMAR COUNTY, MISSISSIPPI:**

**INTERLOCAL AGREEMENT BETWEEN LAMAR COUNTY, MISSISSIPPI,
FORREST COUNTY, MISSISSIPPI AND THE CITY OF HATTIESBURG,
MISSISSIPPI, REGARDING MODIFICATION AND USE OF LAMAR COUNTY
PROPERTY AS A CRISIS STABILIZATION UNIT (CSU) FACILITY
WITHIN THE JURISDICTION OF LAMAR COUNTY, MISSISSIPPI**

This Interlocal Agreement (the "Agreement") is made and entered into by and between Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi, each of which is a body politic and political subdivision of the State of Mississippi, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Code (the Interlocal Cooperation Act"), and other applicable law.

W I T N E S E T H

WHEREAS, Lamar County, Mississippi owns certain real property within the City of Purvis, Mississippi known as the old National Guard Armory located at 115 Purvis-Baxterville Road, Purvis Mississippi, and more particularly described on Exhibit A attached hereto (hereinafter referred to as "Lamar County Facility"); and

WHEREAS, Lamar County, Mississippi has the need to improve/re-construct the Lamar County Facility to accommodate certain uses of said property as a crisis stabilization unit facility; and

WHEREAS, Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi wish to combine its efforts to improve and modify the Lamar County Facility into a crisis stabilization unit with Lamar County, Mississippi and Forrest County, Mississippi governmental entities agreeing to contribute one million dollars (\$1,000,000.00) each and the City of Hattiesburg, Mississippi governmental entity agreeing to contribute seven hundred and fifty thousand dollars (\$750,000.00); and

WHEREAS, Lamar County, Mississippi is authorized by law to use county owned property for the purposes stated herein; and

WHEREAS, Lamar County, Mississippi, on behalf of itself, Forrest County, Mississippi and the City of Hattiesburg, Mississippi will seek bids as required by state law for the construction, modification and improvements of the Lamar County Facility. All funds contributed will go to the construction of the facility and initial start up/operational cost of the facility; and

WHEREAS, it will enhance the health and well-being of the citizens of Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi, if the entities are able to upgrade and improve the Lamar County Facility at minimal cost to the citizens of Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi; and

WHEREAS, the Interlocal Act authorizes local government units to enter into interlocal agreements for the purpose of cooperating and contracting with one another on the basis of mutual advantage to provide services that will best accord continued economic growth and development and enhance the general welfare, quality of life, and public purpose of said local government units;

WHEREAS, the Lamar County Facility will provide Diversionary Program Benefits, including but not limited to reduced involuntary commitments, reduced jail placements for holding, increased and quicker access to mental health services by persons served, triage and assessment services, increased and quicker access to substance use treatment by persons served; and

WHEREAS, the Lamar County Facility will provide Single Point of Entry benefits, including but not limited to decreased jail placement of persons with serious mental illness and substance use disorders, quick transfer of individuals to treatment allowing law enforcement to return to duty, triage and assessment services, reduced involuntary commitments, reduced jail placements for holding, increased and quicker access to mental health services by persons

served, increased and quicker access to substance use treatment by persons served, and reduced repeat calls to law enforcement on individuals with a serious mental illness; and

NOW, THEREFORE, in accordance with the Interlocal Cooperation Act, and in consideration of the above recitals and the mutual benefits, promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi enter into this Agreement and agree as follows.

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to allow Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi to cooperate together for the improving, construction and upgrading and utilization of the Lamar County Facility and to more efficiently and effectively utilize their governmental resource.

2. SCOPE.

A. Lamar County shall make the Lamar County Facility available to citizens of Lamar County, Forrest County, and the City of Hattiesburg, Mississippi for uses contemplated by this Agreement subject to the Memorandum of Understanding between the Entities.

B. Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi shall make necessary upgrades/improvements to the Lamar County Facility so that it can be used and function as a crisis stabilization unit.

C. Lamar County, Mississippi, Forrest County, Mississippi and the City of Hattiesburg, Mississippi shall communicate as necessary concerning the use of the subject property and the terms of this Interlocal Agreement and arrive at mutually agreeable decisions regarding utilization of the facilities so as to maintain fairness in the conduct of this Agreement. No term hereof is subject to any prior understanding or agreement with respect to the use of the facilities and nothing contained herein shall be deemed to give the parties hereto greater rights to the utilization of the facilities than any other entity.

D. It is anticipated that the Lamar County Facility will be leased or contracted to an organization or entity that will staff and operate the CSU(such as Pine Belt Mental Health Resources) or a similar agency created pursuant to State law,

E. It is further anticipated that a Memorandum of Understanding will be mutually agreed to and executed by all the parties prior to actual operation of the facility as contemplated herein.

3. TERM

The term of this Agreement shall begin on the date this Agreement is finally approved pursuant to statue and shall be in full force and effect for twenty (20) years and shall renew automatically for two (2) additional terms of ten (10) years each. This Agreement can be terminated by the mutual agreement of all of the governmental entities. This Agreement can be terminated by any of the parties at the end of the Primary term of twenty (20) years or at the end of any additional terms, by providing written notice to the other parties (90) days prior to the end of the current term Said notice of termination to may be mailed to the Mayor of the City of Hattiesburg, or the President of the Lamar County, Mississippi and Forrest County, Mississippi Board of Supervisors, as the case may be, addressed to the usual and customary mailing address therefor by postage prepaid, regular U. S. Mail. Provided, however, any such termination shall not void or terminate any obligations already undertaken pursuant to this Agreement and shall operate prospectively only.

4. APPROVAL AND FILING OF AGREEMENT.

A. The parties recognize and acknowledge that pursuant to the Act, this Agreement must be filed with, and the parties agree to submit the Agreement to the State Attorney General for determination as to whether the Agreement is in proper form and compatible with applicable law. This Agreement shall be effective from and after the date of said approval by the State Attorney General if so given, or sixty (60) days following submission to the State Attorney General if no approval (and no rejection) is so given.

B. The parties recognize and acknowledge that, pursuant to the Act, prior to its being enforced a copy of the Agreement must be filed with, and the parties agree to file a copy of the Agreement with, the Chancery Clerk of Lamar County, Mississippi and Forrest County, Mississippi and with the Secretary of State.

C. The parties recognize and acknowledge that, pursuant to the Act, a copy of this Agreement must be filed with, and the parties agree to file a copy of the Agreement with, the State Department of Audit for audit purposes no later than sixty (60) days after the Agreement shall be enforceable.

5. AUTHORITY.

By execution hereof, each party represents and warrants that it has full statutory and regulatory authority to enter into this Agreement and carry out the provisions hereof, that its governing authority has approved this Agreement by resolution recorded in the minutes of said governing authority, and that the individual executing this Agreement on its behalf is authorized to execute this Agreement on behalf of said party. Lamar and Forrest County, pursuant to Section 19-3-40 and the City of Hattiesburg, pursuant to Section 21-17-5, of the Miss. Code of 1972, as amended.

6. AMENDMENT.

This Agreement may be altered, amended or modified only by written instrument executed by all parties to the Agreement at the time of such alteration, amendment or modification, after and pursuant to proper authorization by their respective governing authorities. No termination, alteration, amendment, or modification shall void or terminate any obligations or rights already undertaken or granted pursuant to this Agreement and shall operate prospectively only,

7. PARTIAL ENFORCEABILITY.

If any provisions of this Agreement or the application of any provisions to any Town or circumstance, shall be held invalid, for the remainder of this Agreement the application of that provision to such Town or circumstance, other than those with respect to which it is held invalid, shall not be affected thereby.

8. ENTIRE AGREEMENT.

This agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto.

WITNESS OUR HANDS AND SEALS this the ____ day of April, 2024.

LAMAR COUNTY, MISSISSIPPI

By: _____
Warren Byrd, President
Lamar County Board of Supervisors

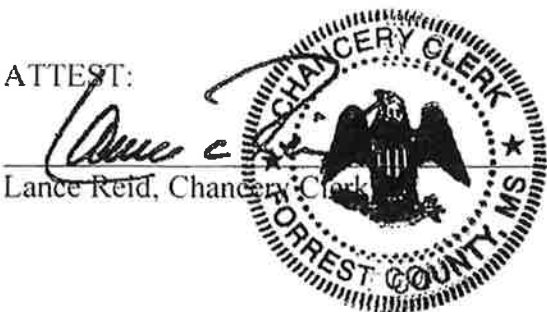
ATTEST:

James D. Aultman, Chancery Clerk

FORREST COUNTY, MISSISSIPPI

By: Terri Bell
Terri Bell, President
Forrest County Board of Supervisors

ATTEST:



CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Toby Barker, Mayor

ATTEST:

Keamas Eaton, City Clerk

**STATE OF MISSISSIPPI
COUNTY OF LAMAR**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on the ____ day of _____, 2024, within my jurisdiction, the within named, WARREN BYRD, who acknowledged that he is President of the Lamar County Board of Supervisors, and that in said representative capacity he executed the above and

foregoing Interlocal Agreement on the day and year therein mentioned, after being authorized so to do so.

Notary Public

My Commission Expires:

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on the 19th day of April, 2024, within my jurisdiction, the within named, TERRI BELL, who acknowledged that she is President of the Forrest County Board of Supervisors, and that in said representative capacity she executed the above and foregoing Interlocal Agreement on the day and year therein mentioned, after being authorized so to do so.

My Commission Expires: Oct. 7, 2026



Jennifer Slade

Notary Public

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on the ____ day of _____, 2024, within my jurisdiction, the within named, TOBY BARKER, who acknowledged that he is Mayor of the City of Hattiesburg, Mississippi, and that in said representative capacity he executed the above and foregoing Interlocal Agreement on the day and year therein mentioned, after being authorized so to do so.

Notary Public

My Commission Expires:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, August 20, 2024
Re: Approve proposal from John B. Stewart, Real Estate Appraiser and Consultant, LLC to provide right-of-way appraisal review services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
File Number: 2024-360
Minute Book #

Summary

Approve proposal from John B. Stewart, Real Estate Appraiser and Consultant, LLC to provide right-of-way appraisal review services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

John B. Stewart, Real Estate Appraiser and Consultant, LLC

P.O. Box 804 · 3340 North Liberty Street · Canton, MS 39046

Phone (601) 855-7777 · Cell (601) 953-9081

E-mail: jebstewart2@hotmail.com

**PROPOSAL
TO PROVIDE
RIGHT OF WAY APPRAISAL REVIEW SERVICES
FOR
CITY OF HATTIESBURG, MISSISSIPPI**

JULY 30, 2024

LPA Project No.: 109560-701000

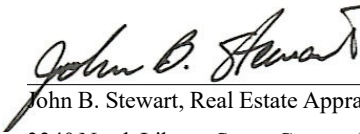
Termini: Edwards Street Pedestrian Improvements, City of Hattiesburg

Appraisal Review – \$1,500 per parcel – estimated 22 parcels @ \$1,500 / each = \$33,000

Appraisal Review for Court – \$1,000 for court update review of appraisal (Improved) - \$750 (Land.)

Right of Way Appraisal Review services will be provided in accordance with MDOT's Local Public Agency Right of Way Operations Manual.

I certify that this letter of proposal is true, correct, and will remain in effect for a period of 3 months from the date of this letter.



John B. Stewart, Real Estate Appraiser & Consultant, LLC c/o John B. "Jeb" Stewart, SR/WA
3340 North Liberty Street Canton, MS 39046

Agreed:

City of Hattiesburg

By: Mayor Toby Barker

Pursuant to Council Approval at meeting held on _____.

*Submitted to Marybeth Bergin, City Engineer
mbergin@hattiesburgms.com*

**Appraiser · Review Appraiser
Senior Member International Right-of-Way Association Since 1995
Mississippi Licensed General Appraiser · License Number GA-231**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, August 20, 2024
Re: Approve proposal from Jackson, Tullos & Rogers, PLLC to provide right-of-way acquisition services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
File Number: 2024-361
Minute Book #

Summary

Approve proposal from Jackson, Tullos & Rogers, PLLC to provide right-of-way acquisition services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

Jackson, Tullos & Rogers, PLLC

Attorneys at Law
309 South 40th Avenue, Hattiesburg, MS 39402
www.jacksontulosrogers.com

Joseph R. Tullos, Partner

E-mail: jtullos@jacksonfirm.com

Telephone: (601) 264-3309

Mailing Address:

P.O. Box 15517

Hattiesburg, MS 39404-5517

June 19, 2024

Via E-Mail:

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

Re: Edwards Street Corridor Improvements

To the Council of the City of Hattiesburg:

It is our understanding that the City of Hattiesburg is proceeding with acquisition of real estate for the construction of roadway improvements in the Edwards Street corridor of the City of Hattiesburg.

In conjunction with that planning, design and/or construction, certain parcels of real estate may need to be acquired, in whole or in part, by the City. Please accept this correspondence as our firm's engagement letter to the City of Hattiesburg in connection with the above referenced project to perform title examination (covering a period of at least 32 years prior to the date of examination) for parcels identified by the City which may need to be acquired in whole or in part conjunction with the project.

Based on the results of the examination, we will prepare an opinion letter or certificate which identifies the following information:

- Owner of the parcel;
- Status of real property taxes assessed against the parcel;
- Identification of any mortgages, liens, judgments, and other encumbrances affecting the parcel;
- Copies of all instruments in the chain of title for the period reflected above; and
- A tax map depicting the parcel.

For said services, our firm will charge \$550.00 per tax parcel for the initial examination, and \$200.00 per parcel for any update examinations. Additional attorney services provided through our firm related to this engagement will be billed at \$225 per hour for attorney services, and \$85

per hour for paralegal services. Incidental expenses such as copies, postage, recording fees, court costs, etc., will be charged at cost. This engagement is limited to parcels identified by the City's project engineers, through the Director of Engineering and/or Chief Administrative Officer. Please note that we do not provide relocation services, and those will need to be provided through a separate service provider.

We certainly hope that we would never have a dispute with you concerning any matter connected with our representation of you. However, if there ever were a dispute arising out of, relating to or in connection with our representation of you, we trust that each of us will use our best efforts to resolve any such dispute by good-faith negotiation and mutual agreement.

We appreciate your consideration of our firm and we look forward to assisting the City in this project.

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC

/s/ Joseph R. Tullos

Joseph R. Tullos

JRT/dw

Agreed:

City of Hattiesburg

By: Mayor Toby Barker

Pursuant to Council Approval at meeting held on _____.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, August 20, 2024
Re: Approve proposal from Commercial Appraisals, LLC to provide right-of-way appraisal services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.
File Number: 2024-362
Minute Book #

Summary

Approve proposal from Commercial Appraisals, LLC to provide right-of-way appraisal services for the Edwards Street Pedestrian Improvements project and authorize the Mayor to execute said proposal in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

Real Estate Services Fee Schedule
Ms. Marybeth Bergin, P.E., Director of Transportation
and Engineering at City of Hattiesburg
Project: Edwards Street Pedestrian Improvements
Federal Aid Project No. STP-7191-00(002) LPA / 109560-701000
From Lilac Street to James Street, Hattiesburg, Forrest County, MS

MAXIMUM ALLOWABLE COST

The consultant shall not exceed the “Cost per Parcel” rate established for the Work Assignments identified below. The items left blank (x) are either not needed on this project or are being managed by the engineer or other outside contractor.

Function	Est. No. of Parcels(<u>22</u>)	Cost per Parcel	Total Cost
<u>APPRAISAL PHASE</u>			
Original Appraisal Report			
Unimproved	1	\$1,950	\$1,950
Improved	3	\$2,950	\$8,850
Complex	0	\$0	\$0
Revised Appraisal Reports	2	50% of original fee	\$2,950
Appraisal Reports for Court			
Unimproved	1	\$1,500	\$1,500
Improved	3	\$2,000	\$6,000
Pretrial Preparation and Trial Testimony for Court	50	\$ 125	\$6,250
Appraisal Review	0	\$0	\$0
Waiver Valuation Report	18	\$ 750	\$13,500
TOTAL DIRECT COSTS			\$41,000
TOTAL MAXIMUM ALLOWABLE COSTS			\$41,000*

* Surveying, plats, engineering, and environmental studies are outside the scope of this budget.

* Staking will be needed to confirm acquisition areas. We reserve the right to alter our number of improved or unimproved files once staking is completed if improvements are affected.

* The maximum amount payable by the City for this assignment will not exceed the Total Maximum Allowable Costs of **\$41,000** (Total of all Charges) without the prior written consent of both parties.

Commercial Appraisals, LLC
Pat Hodo, LA-1698
601-616-3037

Agreed:

City of Hattiesburg

By: Mayor Toby Barker

Pursuant to Council Approval at meeting held on _____.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, August 20, 2024

Re: Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled 7th and 25th Drainage.
File Number: 2024-338
Minute Book #

Summary

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled 7th and 25th Drainage. This MOU is required because the project will not be under contract before the end of August.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding ("MOU") is entered into by and between the City of Hattiesburg ("Municipality") City Council ("Board" or "Council") and the Mayor of Hattiesburg Toby Barker ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 438-1-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President/Mayor Pro Tem, City Council/Board

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT "A"

(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 438-1-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “7th St. and 25th Drainage” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$4,219,500.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,635,500.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,635,500.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$948,500.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$168,780.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Six Hundred Thirty-Five Thousand Five Hundred Dollars and Zero Cents (\$1,635,500.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to

the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

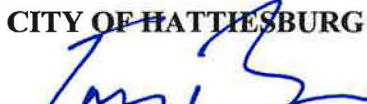


Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

Toby Barker
Printed Name



Mayor
Title

08/22/2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

7th St. and 25th Drainage

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The scope of work for the Project is the rehabilitation of the storm water system on 7th Avenue, construction of a retention basin on 7th Avenue near the intersection of 25th Avenue, and the upgrade of a storm water conveyance near Grace Avenue.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about December 18, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about January 18, 2024, advertise each construction contract for bids;
- d. On or about February 15, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, August 20, 2024

Re: Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled S 40th Avenue Drainage Improvements.
File Number: 2024-339
Minute Book #

Summary

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled S 40th Avenue Drainage Improvements. This MOU is required because the project will not be under contract before the end of August.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding ("MOU") is entered into by and between the City of Hattiesburg ("Municipality") City Council ("Board" or "Council") and the Mayor of Hattiesburg Toby Barker ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 565-2-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President/Mayor Pro Tem, City Council/Board

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT "A"
(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 565-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “S. 40th Avenue Drainage Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,615,913.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$635,625.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$635,625.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$344,663.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$64,636.52**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Thirty-Five Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$635,625.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

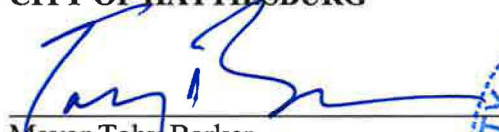


Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

TOBY BARKER

Toby Barker
Printed Name

Mayor

Title

08/22/2023

Date



ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

S. 40th Avenue Drainage Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project is drainage improvements in the area of S. 40th Avenue to include construction or replacement of new drainage pipes and structures, construction of or improvements to drainage channels, raising the elevation of the roadway, and reconfiguration of existing storm drainage infrastructure.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about May 27, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about June 27, 2024, advertise each construction contract for bids;
- d. On or about July 25, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, August 20, 2024

Re: Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Gordon's Creek Drainage Improvements Phase I.
File Number: 2024-340
Minute Book #

Summary

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Gordon's Creek Drainage Improvements Phase I. This MOU is required because the project will not be under contract before the end of August.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Hattiesburg (“Municipality”) City Council (“Board” or “Council”) and the Mayor of Hattiesburg Toby Barker (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 567-2-SW-5.6 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President/Mayor Pro Tem, City Council/Board

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT "A"
(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 567-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Gordon's Creek Drainage Improvements Phase I” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$ 1,322,428.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$515,232.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$515,232.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$291,964.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$ 52,897.12**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Fifteen Thousand Two Hundred Thirty-Two Dollars and Zero Cents (\$515,232.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG


Mayor Toby Barker
Signature of Authorized Representative

Toby Barker

Toby Barker
Printed Name



Mayor

Title

08/22/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Gordon's Creek Drainage Improvements Phase I

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of replacement of part of a steel sheet pile retaining wall, which serves as the east bank of Gordon's Creek.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about October 31, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about November 30, 2023, advertise each construction contract for bids;

- d. On or about December 28, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, August 20, 2024

Re: Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Lincoln Road Stormwater Retention Facility.
File Number: 2024-341
Minute Book #

Summary

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Lincoln Road Stormwater Retention Facility. This MOU is required because the project will not be under contract before the end of August.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding ("MOU") is entered into by and between the City of Hattiesburg ("Municipality") City Council ("Board" or "Council") and the Mayor of Hattiesburg Toby Barker ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 589-2-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President/Mayor Pro Tem, City Council/Board

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT "A"
(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 589-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Lincoln Road Stormwater Retention Facility” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$8,162,500.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$3,175,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$3,175,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$1,812,500.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$326,500.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Million One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$3,175,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructue.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

Toby Barker

Toby Barker
Printed Name



Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Lincoln Road Stormwater Retention Facility

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of the construction of a 15-acre detention pond near the intersection of Lincoln Road and S. 28th Ave. Additionally, the Project will include drainage improvements to the tributary between Sangria Drive and S. 34th Avenue.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about June 4, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about June 27, 2024, advertise each construction contract for bids;
- d. On or about July 24, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, August 20, 2024

Re: Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Unified Neighborhood Infrastructure Improvements.
File Number: 2024-342
Minute Book #

Summary

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Unified Neighborhood Infrastructure Improvements. This MOU is required because the project will not be under contract before the end of August.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding ("MOU") is entered into by and between the City of Hattiesburg ("Municipality") City Council ("Board" or "Council") and the Mayor of Hattiesburg Toby Barker ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 568-2-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President/Mayor Pro Tem, City Council/Board

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT "A"
(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 568-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Unified Neighborhood Infrastructure Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$ 1,408,680.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$546,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$546,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$316,680.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$ 56,347.20**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Forty-Six Thousand Dollars and Zero Cents (\$546,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

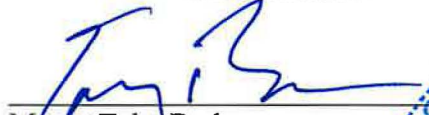


Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

TOBY BARKER

Toby Barker
Printed Name



Mayor

Title

08/22/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Unified Neighborhood Infrastructure Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will consist of the rehabilitation of storm sewer pipes along Penton Street, Magnolia Avenue, and Cedar Street in the City of Hattiesburg. The Project will also consist of upgrades along Magnolia Avenue and Cedar Street to the stormwater, drinking water, and sewer infrastructure.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about March 5, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about March 14, 2024, advertise each construction contract for bids;
- d. On or about April 28, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, August 20, 2024

Re: Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Irene Chapel Drainage Improvements.
File Number: 2024-348
Minute Book #

Summary

Approve a Memorandum of Understanding between the Hattiesburg City Council and the Mayor of Hattiesburg to obligate the City's ARPA State and Local Fiscal Recovery Funds for the purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality for the project entitled Irene Chapel Drainage Improvements. This MOU is required because the project will not be under contract before the end of August.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

MEMORANDUM OF UNDERSTANDING
Between
Hattiesburg City Council
and
Mayor Toby Barker

This Memorandum of Understanding ("MOU") is entered into by and between the City of Hattiesburg ("Municipality") City Council ("Board" or "Council") and the Mayor of Hattiesburg Toby Barker ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Hattiesburg City Council is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Hattiesburg and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. 569-2-SW-5.6 set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Hattiesburg City Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Hattiesburg City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Hattiesburg City Council agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

President/Mayor Pro Tem, City Council/Board

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT "A"

(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 569-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Hattiesburg, UEI Number: N4XZJLJ9AVM1 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Irene Chapel Drainage Improvements” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$ 1,460,940.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$566,256.25**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$566,256.25**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$328,428.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$58,437.62**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Five Hundred Sixty-Six Thousand Two Hundred Fifty-Six Dollars and Twenty-Five Cents (\$566,256.25)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructue.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Mayor Toby Barker
200 Forrest Street
Hattiesburg, MS 39401
Phone: (601) 545-4500
E-mail: mayor@hattiesburgms.com

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Chris Wells
Executive Director

9/15/23

Date

CITY OF HATTIESBURG



Mayor Toby Barker
Signature of Authorized Representative

Toby Barker

Toby Barker
Printed Name



Mayor

Title

08/22/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Irene Chapel Drainage Improvements

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project will consist of channel improvements, new stormwater conveyances, and other related appurtenances in the vicinity of Dixie Pine Road, McCall Street, and Rouse Road.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about June 24, 2024, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about July 24, 2024, advertise each construction contract for bids;
- d. On or about August 22, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, August 20, 2024
Re: Approve Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the HBG Taxiway Improvement Project (Strategic Multi-Modal Investment Fund Project No. SMIFA-0031-0124) and authorize the Mayor to execute in duplicate.
File Number: 2024-404
Minute Book #

Summary

Approve Agreement with the Mississippi Department of Transportation (MDOT) to provide funding for the HBG Taxiway Improvement Project (Strategic Multi-Modal Investment Fund Project No. SMIFA-0031-0124) and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

**MISSISSIPPI TRANSPORTATION COMMISSION
STRATEGIC MULTI-MODAL INVESTMENTS FUND AGREEMENT
Project No. SMIFA-0031-0124**

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi ("COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and City of Hattiesburg ("RECIPIENT"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-901, Miss. Code Ann. (1972) as amended, establishes the Strategic Multi-Modal Investments Fund ("SMIF") and authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Taxiway Improvements Project

Maximum SMIF Amount: **\$1,613,035**

hereinafter referred to as the "PROJECT," a brief description together with the funding structure and special provisions of which is incorporated herein by reference and made part of this AGREEMENT as Attachment A.

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the MDOT offices, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has approved the PROJECT funding structure as indicated in Attachment A, and the amount of SMIF funds for this PROJECT shall not exceed \$1,613,035.

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I
Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

- A. The RECIPIENT will not expend less than the amount shown in ATTACHMENT A as the RECIPIENT'S share of the PROJECT, unless a lesser amount is required to complete the PROJECT or is subsequently approved by the MDOT.
- B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts for the transportation PROJECT, incorporated herein by reference, and any revisions

or modifications approved by the COMMISSION and/or MDOT, as appropriate.

- C. The RECIPIENT will provide reports in a format and schedule as may be requested by MDOT for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.
- D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all applicable Federal/State cost principles as well as applicable Federal and State procurement laws, regulations, or other program guidance.
- E. The RECIPIENT shall not submit requests for reimbursement from SMIF monies for any PROJECT expenditures made prior to the award of the SMIF monies and execution of this AGREEMENT.
- F. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.
- G. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION and/or MDOT upon request.
- H. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real, personal, and/or mixed property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROJECT PROPERTY") that is purchased or improved in whole or in part with funds provided by this AGREEMENT.
- I. The RECIPIENT will grant and does hereby grant to the COMMISSION and/or MDOT the right and opportunity to inspect any PROJECT PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT'S processes, procedures, and use of said property.
- J. The RECIPIENT will dispose of all PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures to the satisfaction of the COMMISSION and/or MDOT.
- K. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from MDOT.
- L. The approved funding structure for the PROJECT is set forth in Attachment A. The RECIPIENT is solely responsible for any costs of the PROJECT that exceed any of the specific amounts listed in Attachment A, either by individual funding source

or in total. Under no circumstances shall the COMMISSION'S total share of the PROJECT exceed the amount stated in Attachment A. The COMMISSION has no funds available for the PROJECT other than the sources and amounts indicated in Attachment A.

- M. The RECIPIENT shall be solely responsible for securing all other funding for the PROJECT in excess of the amount of the SMIF award, and shall provide documentation in a form acceptable to MDOT on or before December 31, 2025, demonstrating that 100% of the PROJECT funding has been secured. Failure to secure all funding by this date will result in the termination of this AGREEMENT as of December 31, 2025.
- N. The RECIPIENT is eligible for 84.47 % reimbursement for pre-construction expenditures on the PROJECT; provided, however, that no reimbursements for any activities under this AGREEMENT, including pre-construction, shall be made until: (1) 100% of the funding for the completion of the PROJECT has been secured, and (2) the RECIPIENT has provided documentation of full funding in a form acceptable to MDOT. The RECIPIENT assumes the risk of any amounts expended on the PROJECT prior to securing sufficient funding for the completion of the PROJECT.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPIENT an amount up to \$1,613,035 from the Strategic Multi-Modal Investments Fund, as may be appropriate for expenses incurred in accomplishing the PROJECT. The amount reimbursed by the COMMISSION from the Strategic Multi-Modal Investments Fund shall not exceed this amount.

SECTION II

Purchase of Property, Goods, or Services

The purchase of all PROJECT PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III

Title to Project Property

If applicable, MDOT may require the RECIPIENT to provide and/or execute the following in a form acceptable to MDOT, with respect to the title to PROJECT PROPERTY acquired as a result of this AGREEMENT.

- A. Proof that the title to PROJECT PROPERTY held in RECIPIENT'S name lists the Commission as a first-lien holder;
- B. A security agreement perfecting MDOT's security interest in the PROJECT PROPERTY;

- C. A Deed of Trust recorded in the county land records where the real property is located;
- D. If the RECIPIENT is a non-governmental entity, a conveyance of RECIPIENT'S executive power to transfer any interest in the real property until its obligations under this AGREEMENT are fulfilled; and
- E. If the RECIPIENT is a governmental entity, a Notice of Federal/State Interest recorded in the county land records where the real property is located, in lieu of C and D above.

SECTION IV **Use of Project Property**

Use of PROJECT PROPERTY is subject to the following conditions:

- A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If any such property is not used in such manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify MDOT in writing and shall dispose of such PROPERTY in accordance with guidance from MDOT.
- B. In the event of the RECIPIENT'S non-compliance with the provisions of this section, the COMMISSION and/or MDOT as applicable shall impose such sanctions as it may determine to be appropriate, including but not limited to:
 - (1) Withholding or discontinuing further reimbursements or other funding; and/or
 - (2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.
- C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to MDOT upon request such information as is required.
- D. The RECIPIENT shall neither use nor permit the PROJECT PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said property to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROJECT PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof, including attorney fees.

SECTION V **Encumbrance of Project Equipment or Real Property**

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other

manner, with any third party with respect to such property, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by MDOT; nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROJECT PROPERTY. The RECIPIENT shall provide a copy of the legal instrument(s)/document(s) evidencing any such encumbrance of the PROJECT PROPERTY to MDOT within 30 days of final execution.

SECTION VI

Records and Maintenance of Project Property

For the useful life of the PROJECT PROPERTY, the RECIPIENT shall maintain the said property at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT PROPERTY equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal/State participation, detailed maintenance records, and any disposition data.

SECTION VII

Insurance

By executing this AGREEMENT, the RECIPIENT is certifying that it has met all insurance obligations under the AGREEMENT, as specified hereto in Attachment B. The RECIPIENT shall obtain insurance coverage adequate to protect PROJECT PROPERTY, as well as public liability insurance that shall remain in effect at all times during the useful life of the PROJECT PROPERTY. It is the RECIPIENT'S responsibility to warrant that its sub-contractors maintain said coverage in accordance with the Commission's requirements as specified in Attachment B. Upon request, the recipient will promptly provide MDOT with proof of coverage and/or a copy the policies for the required coverages.

SECTION VIII

Disposition of Property

The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION and/or MDOT, shall dispose of such PROPERTY in accordance with applicable laws, regulations, policies, and procedures as may be approved by MDOT.

SECTION IX

Invoicing and E-Payment Paymode-X

RECIPIENT invoices shall be submitted using the processes and procedures identified by MDOT. Unless otherwise requested, RECIPIENT shall submit all invoices for this AGREEMENT via email to designated contact listed in Article XII below.

With respect to payment, procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled

in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT'S choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X

Payment of Reimbursements

Payments pursuant to this award will be made only as reimbursement for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the PROJECT. Reimbursement shall be calculated as a percentage of the eligible expenses on each invoice, as set forth in Attachment A.

Pursuant to Section 65-1-901, Miss. Code Ann. (1972), as amended, under no circumstances shall SMIF monies be used to reimburse any amount that has been expended on the PROJECT prior to the award of such monies to the RECIPIENT and execution of this AGREEMENT.

The RECIPIENT shall not submit requests for reimbursement from SMIF monies for any PROJECT expenditures made prior to the award of the SMIF monies and execution of this AGREEMENT.

Final payment will be made after review and approval by MDOT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to final execution of this AGREEMENT.

SECTION XI

Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII

Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-

25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for MDOT for the ensuing Fiscal Year, and for monitoring MDOT website at <http://www.gomdot.com> for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII

Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

- A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION'S taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

- B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made to the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT'S cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.
- C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.
- D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV

Responsibilities for Claims and Liability

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of

environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

A non-governmental RECIPIENT'S obligation under this section shall be initiated by the COMMISSION'S notice of claim for indemnification to RECIPIENT. At the COMMISSION'S option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the COMMISSION of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and/or MDOT and the RECIPIENT shall be directed to the contact person shown at Section XXI below.

SECTION XV **Immigrant Status Certification/E-Verify**

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice

of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification incorporated herein and attached hereto as Attachment C to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended, nor shall it be construed, to give rise to a third-party beneficiary claim on the person or entity not a party hereto.

SECTION XVI **Disputes**

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or was capricious.

Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT'S duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII **Termination of Agreement**

This AGREEMENT may be terminated at any time by mutual written consent of both parties. If the AGREEMENT is terminated by mutual consent, the COMMISSION'S obligations and liability shall be limited solely to payment of any reimbursement due to RECIPIENT under this AGREEMENT for eligible expenses incurred prior to the termination date, as determined by MDOT. Any unspent SMIF monies will automatically revert to the COMMISSION.

In addition to all other provisions for termination set forth herein, the COMMISSION shall have the absolute right to terminate this AGREEMENT at any time for the following reasons:

- A. failure to perform any of the scheduled duties as set out herein;
- B. performing or accepting unacceptable work, or neglecting or refusing to remove

materials or to perform anew such work as may be rejected as unacceptable;

- C. discontinuing the prosecution of the work;
- D. subcontracting or assigning the RECIPIENT'S obligations under the AGREEMENT without the prior written consent of MDOT.
- E. unnecessary delay in completing the duties under this AGREEMENT;
- F. violation by the RECIPIENT of any law of the State of Mississippi or any law of the United States of America;
- G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;
- H. allowing a final judgement to stand unsatisfied;
- I. making an assignment of the benefit of creditors;
- J. failure to provide and maintain the policies of insurance as required by this AGREEMENT; or
- K. failure for any other causes whatsoever to carry on the work or materially fulfill the RECIPIENT'S obligations under this AGREEMENT in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all-inclusive and in no way restricts the COMMISSION from terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination under this Section shall be accomplished in writing to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination for reasons A, B, C, D, E or I above, the COMMISSION must show that MDOT has notified the RECIPIENT of the deficient performance and given the RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability shall be limited solely to payment of any reimbursement due RECIPIENT under this AGREEMENT for eligible expenses incurred prior to the termination date, as determined by MDOT. Any unspent SMIF monies will automatically revert to the COMMISSION.

SECTION XIX
General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto and any other documents incorporated by reference herein, constitutes the sole and entire SMIF AGREEMENT between the COMMISSION and the RECIPIENT with respect to the use of Strategic Multi-Modal Investment Fund monies for this PROJECT and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

This AGREEMENT shall become effective upon the date of latest execution below and shall remain in effect for twenty-four (24) consecutive months thereafter. Any unspent funds remaining at the expiration or termination of this AGREEMENT shall automatically revert to the COMMISSION.

If otherwise allowed by law, MDOT may waive (in whole or in part) any requirement in this AGREEMENT, to the extent the RECIPIENT may be subject to conflicting federal requirements/assurances. Any such waiver must be in writing.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION and/or MDOT pursuant to the PROJECT identified in this AGREEMENT shall be directed to the contact person shown at Section XXI below, and shall reference this PROJECT number.

SECTION XX
Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may only be made upon mutual written agreement signed by both parties hereto.

Minor changes in the AGREEMENT which do not involve changes in any of the following: the maximum SMIF Amount, extensions of time, changes in the scope of work for the PROJECT, or changes in the goals and objectives of this AGREEMENT, may be made by written notification of such change by either party to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

SECTION XXI
Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that contact person(s) identified below as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of MDOT. If prior approval is impossible, the RECIPIENT shall give notice to MDOT as soon as practicable, and by subsequent review MDOT may approve or disapprove the action. The COMMISSION'S contact person(s) may be changed by written notice to the RECIPIENT from MDOT. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:

Director of Aeronautics & Rails
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-7910
Facsimile: 601-359-9755

Recipient:

City of Hattiesburg
Bobby L. Chain Municipal Airport
P.O. Box 1898
Hattiesburg, MS 39403
Telephone: 601-545-4540
Facsimile: 601-545-4957

THIS SPACE LEFT BLANK INTENTIONALLY

The RECIPIENT acknowledges that it has carefully read and understands the AGREEMENT in its entirety, and by executing the AGREEMENT the RECIEPENT intends to be bound by ALL terms and conditions stated herein.

By executing this AGREEMENT the RECIPIENT agrees to use SMIF money in accordance with the approved PROJECT purposes stated within the APPLICATION and AGREEMENT.

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

City of Hattiesburg

Recipient

By: _____

Toby Barker, Mayor

Attest: _____

WITNESS my signature in execution hereof this the ____ day of _____, 20__.

**MISSISSIPPI TRANSPORTATION COMMISSION,
BY AND THROUGH ITS DULY AUTHORIZED
EXECUTIVE DIRECTOR OF THE MISSISSIPPI
DEPARTMENT OF TRANSPORTATION**

Brad White, Executive Director

MTC Award: Book _____,

Page No. _____

Attachment A

Attached to and made a part of that certain SMIF AGREEMENT, Project Number SMIFA-0031-0124, executed by and between the Mississippi Transportation Commission and recipient(s) City of Hattiesburg for the purpose of setting forth the PROJECT description (including projected completion date and milestones), Funding Structure, and applicable special provisions.

Taxiway Improvements

FUNDING STRUCTURE: The following funding sources and amounts have been approved by the COMMISSION, subject to the specific requirements for each funding source:

	Hattiesburg			
	SMIF	Local	Fed	Other
PE	\$207,235.00	\$0.00	\$0.00	\$0.00
CON	\$1,405,800.00	\$296,450.00	\$0.00	\$0.00
Total =	\$1,613,035.00	\$296,450.00	\$0.00	\$0.00
SMIF % =	84.47%			

Reimbursement shall be made at a rate of 84.47 % of the eligible expenses on each invoice.

The COMMISSION has no funds available for the Project other than the sources and amounts indicated above. The RECIPIENT is solely responsible for any and all costs of the PROJECT that exceed the specific amounts listed above, either by individual funding source or in total. Under no circumstances shall the COMMISSION'S total share of the PROJECT exceed \$1,613,035.

The RECIPIENT shall be solely responsible for securing all other funding for the PROJECT in excess of the amount of the SMIF award, and shall provide documentation in a form acceptable to MDOT on or before December 31, 2025, demonstrating that 100% of the PROJECT funding has been secured. Failure to secure all funding by this date will result in the termination of this AGREEMENT as of December 31, 2025.

The RECIPIENT is eligible for 84.47 % reimbursement for pre-construction expenditures on the PROJECT; provided, however, that no reimbursements for any activities under this AGREEMENT, including pre-construction, shall be made until: (1) 100% of the funding for the completion of the PROJECT has been secured, and (2) the RECIPIENT has provided documentation of full funding in a form acceptable to MDOT. The RECIPIENT assumes the risk of any amounts expended on the PROJECT prior to securing sufficient funding for the completion of the PROJECT.

SPECIAL PROVISIONS:

Unless requested otherwise by MDOT, the RECIPIENT shall furnish quarterly progress reports to the designated COMMISSION contact person shown at Section XXI above. A sample progress report may be requested by the RECIPIENT in the same manner.

Attachment B

Attached to and made a part of that certain SMIF AGREEMENT, Project Number SMIFA-0031-0124, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Hattiesburg** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROJECT PROPERTY purchased or improved with SMIF monies. The minimum coverage shall be as follows:

- A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;
- B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;
- C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00);
- D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;
- E. Jones Act coverage, if applicable, in an amount sufficient to comply with the requirements of 46 U.S.C. Section 30104; and
- F. Longshoremen and Harbor Workers' compensation coverage, if applicable, in an amount sufficient to comply with the requirements of 33 U.S.C. Section 901.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

It is the responsibility of the RECIPIENT to ensure its sub-contractors maintain adequate insurance coverage required under the AGREEMENT.

Upon request, the recipient will promptly provide MDOT with proof of coverage and/or a copy the policies for the required coverages.

The RECIPIENT certifies by executing this AGREEMENT that all insurance requirements referenced herein are met and shall remain in effect at all times during the useful life of the PROJECT PROPERTY.

Attachment C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

134257
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Toby Barker
Printed Name of Authorized Officer or Agent

Mayor
Title of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc: Marybeth Bergin, Director of Transportation and Engineering
Date: Tuesday, August 20, 2024
Re: Approve Lighting Agreement with Mississippi Power Company for additional street lighting on Court Street for a monthly increase of \$8.65 and authorize the Mayor to execute the same.
File Number: 2024-400
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for additional street lighting on the 400 block of Court Street for a monthly increase of \$8.65.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

DATE:

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF PHONE:
AUTHORIZED SIGNATURE DATE:
DEVELOPER NAME ACCOUNT #
DEVELOPER SIGNATURE DATE:
DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
LED FIXTURES		
50 WATT LED	1 1	406 Court St
90 WATT LED		
110 WATT LED		
190 WATT LED		
OTHER FIXTURES		

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, August 20, 2024
Re: Approve Change Order No. 1 with Culpepper Construction & Masonry, LLC related to the Timberton Softball Complex, FEMA Disaster #4295 - Project #44 to add pay items totaling \$243,491.22 and increase the contract time by 60 days; and authorize the Mayor to execute in duplicate.
File Number: 2024-375
Minute Book #

Summary

Approve Change Order No. 1 with Culpepper Construction & Masonry, LLC related to the Timberton Softball Complex, FEMA Disaster #4295 - Project #44 to add pay items totaling \$243,491.22 and increase the contract time by 60 days; Authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.



NEEL-SCHAFER

Thursday, August 8, 2024
N-S Project No. 14180

SENT VIA EMAIL

Ann Jones
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

REFERENCE: CHANGE ORDER #1
TIMBERTON SOFTBALL COMPLEX
FEMA DISASTER #4295 – PROJECT #44
CITY OF HATTIESBURG, FORREST COUNTY

Dear Ms. Jones:

Enclosed for your review and approval is one (1) copy of Change Order No. 1 for the above-referenced project. This change order provides for the following additional pay items to be added to the original contract. All additional items are considered non-participating and will not be included as a FEMA reimbursable item. The added pay items are as follows:

- Concession Stand Foundation – (Lump Sum)
- Additional Concrete Sidewalk (35 CY)
- Additional Pedestrian Handrail (Lump Sum)
- Concrete Transformer Pads (Lump Sum)
- Additional Ballfield Fence, Per Plans (Black Vinyl) (3,790 LF)
- Additional Ballfield Backstops, Per Plans (Black Vinyl) (100 LF)
- Additional Chainlink Gates, Per Plans (Black Vinyl) (12 Each)
- Additional Cost to Upgrade Chainlink Fence, Backstops & Gates to Black Vinyl (Lump Sum)

Note: The above item is the lump sum price to cover the extra cost associated with the upgrade to black vinyl after paying out the FEMA participating items “Construction of Ballfield Fence–Per Plans, Construction of Ballfield Backstop–Per Plans & Construction of Chainlink Gates–Per Plans”

- Additional Demolition of Existing Chainlink Fence (Lump Sum)

A short summary for each item is included in the attached Change Order No. 1.

Also included in this change order is an official request from Culpepper Construction & Masonry, LLC, to add an additional 60 days to the contract time for a series of unforeseen delays encountered on the jobsite, contracted inclement weather days, along with work that was added by change order. I have reviewed this request for time extension, along with the summary for each delay submitted with the request and find the request to be acceptable and justified. Therefore, as part of this change order I recommend that the City of Hattiesburg approve a 60-day extension. This would change the contract completion date to Wednesday, January 1st, 2025.

P: 601.545.1565 | F: 601.545.2267

704 Hardy Street
Hattiesburg, MS 39401

www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects



If you have any questions or comments concerning this request, please call me.

Sincerely,

NEEL-SCHAFFER, INC.

A handwritten signature in blue ink, appearing to read "Austin Lovitt".

Austin Lovitt, ASLA, PLA
Project Manager

DAL

Enc.: Change Order No. 1

CONTRACT CHANGE ORDER

OWNER:	CITY OF HATTIESBURG		
CONTRACTOR:	Culpepper Construction & Masonry, LLC		
DATE:	8/8/2024		
CHANGE ORDER NO.	1	CONTRACT NO:	14180
PROJECT NAME:	TIMBERTON SOFTBALL COMPLEX		
	FEMA DISASTER #4295 – PROJECT #44		

REASON FOR CHANGE:

Add an additional 60 days to the contract time for unforeseen delays. (see attached for proof of delays)

Add FEMA non-participating & participating pay items to the contract for additional work as follows:

Concession Stand Foundation - includes 173 CY of excavation & removal, 236 CY of "haul in" material.

The existing foundation material encountered under the concession stand was deemed unsuitable by the project Architect. Therefore, new suitable material must be brought in and placed for the foundation.

Concrete Sidewalk - Includes a quantity of 35 Cubic Yards to add additional concrete sidewalk for areas around the concession bldg, and in areas adjacent to the relocated HP water line.

Pedestrian Handrail - includes a lump sum price to add an additional new handrail to match existing

Concrete Transformer Pads - includes a lump sum price to add (2) new transformer pads as a foundation to replace the (2) transformers that were damaged on site by vandalism.

Additional Ballfield Fence, Per Plans - includes a quantity of 3,910 LF of black vinyl chainlink fence

Additional Ballfield Backstops, Per Plans - includes a quantity of 100 LF of black vinyl backstop fencing

Additional Chainlink Gates, Per Plans - includes a quantity of (12) each black vinyl gates

Additional Cost to Upgrade Chainlink Fence, Backstops & Gates to Black Vinyl - this lump sum price is the extra cost associated with the upgrade to black vinyl after paying out the FEMA participating items "Construction of Ballfield Fence - Per Plans, Construction of Ballfield Backstops - Per Plans & Construction of Chainlink Gates - Per Plans"

Additional Demolition of Existing Chainlink Fence - includes a lump sum price for demo of existing fence

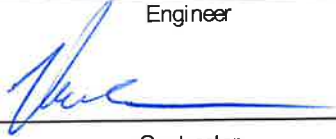
Note: The (9) items above were NOT included in the original Project Worksheet from FEMA, and will be considered non-participating FEMA reimbursement items.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

Item No.	Description of Changes	Unit	Quantity	Unit Cost	Extension
Non-Participating FEMA Reimbursement Items					
L001-CO1	Concession Stand Foundation Material	LS	1	\$8,048.14	\$ 8,048.14
L002-CO1	Concrete Sidewalk	CY	35	\$453.00	\$ 15,855.00
L003-CO1	Pedestrian Handrail	LS	1	\$3,540.00	\$ 3,540.00
L004-CO1	Concrete Transformer Pads	LS	1	\$9,168.42	\$ 9,168.42
L005-CO1	Additional Ballfield Fence, Per Plans (Black Vinyl)	LF	3790	\$38.44	\$ 145,687.60
L006-CO1	Additional Ballfield Backstops, Per Plans (Black Vinyl)	LF	100	\$202.59	\$ 20,259.00
L007-CO1	Additional Chainlink Gates, Per Plans (Black Vinyl)	EACH	12	\$1,657.45	\$ 19,889.40
L008-CO1	Additional Cost to Upgrade Chainlink Fence, Backstop & Gates to Black Vinyl (From Original Bid Quantities)	LS	1	\$1,043.66	\$ 1,043.66
L009-CO1	Demolition of Existing Chainlink Fence	LS	1	\$20,000.00	\$ 20,000.00
		Increase/(Decrease)		\$	243,491.22

Added Pay Items (Summary)

Added Pay Items

ORIGINAL CONTRACT AMOUNT:		\$	2,908,403.68
CURRENT CONTRACT AMOUNT (INCLUDING ALL CHANGE ORDERS):		\$	2,908,403.68
NET INCREASE/(DECREASE) THIS CONTRACT CHANGE ORDER:		\$	243,491.22
REVISED CONTRACT AMOUNT:		\$	3,151,894.90
CURRENT CONTRACT COMPLETION DATE:			November 2, 2024
TIME EXTENSION REQUIRED BY CHANGE:			51 Days
REVISED CONTRACT COMPLETION DATE:			January 1, 2025
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.			
RECOMMENDED BY:			8/8/2024
	Engineer		Date
ACCEPTED BY:			8-8-24
	Contractor		Date
APPROVED BY:			
	Owner		Date



Project Name: Timberton Softball Complex
Location: 496 William Carey Parkway. Hattiesburg, MS 39401
Date: 05/21/2024
Project Number: # NS 14180.00
Project Start Date: May 6, 2024

Professional: Lovitt, Austin
Using Agency: City of Hattiesburg
Project Superintendent: Daniel Norris
Contractor Job Number: #NS 14180.00
Completion Date: November 2, 2024

Austin,

Per our decisions we have experienced a series of delays at the Timberton job site that have delayed the critical path of the job.

Delays are as follows:

WATER LEAK: 5-1-24 we notified Cory Hardin from Neel-Schaffer of existing water main leak that had saturated the outfields on field 1 and 4. The city of Hattiesburg shut off the water main on 5-7-24. This area had prolonged exposure to water and was saturated to the extent that it was impassable by machinery or equipment to do any work in the area. To this date 6-24-24 it is still off limits to any equipment that would be required to install field lighting. We will continue to monitor the area and hope that it will have had sufficient time to dry and be accessible before our field lighting is scheduled. This area continues to be a concern of ours as we progress.

WATER MAIN BELOW CONCESSION BUILDING: 5-15-24 water meter was discovered within building footprint after demolition took place. The city of Hattiesburg was notified and showed up on site to move the meter and try to use meter as a method of tracing location of water main (we had not received locate of water/ sewer main and no records were available to determine locations). It was at this time that the city discovered a 8" water main was located below our proposed concession stand building site. We were informed that construction could proceed, and water main would be rerouted around the build but we were still awaiting building elevation. Culpepper request 2 additional days for this occurrence.

FFE / ADA: 5-9-24 we met with Neel-Schaffer (Korey), Louis Landry and Germany (Guillermo) on site to discuss building layout and elevation. We requested a Finished Floor Elevation for the building (none was given prior). This process took a couple weeks and also brought about an issue with ADA accessibility from existing sidewalks to the concession building. It was determined by Guillermo that the surrounding sidewalk had to be demolished and poured back to building to accommodate ADA standards. We received CAD for our building elevation on 5-23-24, this information was forwarded to our surveyor so he could provide building layout and benchmark for building elevation. Culpepper request 5 additional days due to delays with this issue.

Oil REMEDIATION: It was brought to the attention of all parties involved at our pre construction meeting that we had performed a site inspection the day prior to the meeting and that the electrical transformers on both the quad and duplex had been vandalized. 5-15-24 Met with MS power (Caroline), Neel-Schaffer (Korey) and Legacy Electric (Bob) it was determined that new transformer pads were needed and oil from vandalism on transformers had to be cleaned. The first oil remediation took place 5-21 / 5-22. It was determined after that more soil had to be removed from site so another remediation took place from 5-31 when oil sock was installed to 6-5-24 when remediation was completed. It was unknown the extent of oil saturation or the area to be excavated. It was determined that soil would be removed around the area until it did not contain any oil. Culpepper is requesting 14 additional days for this delay.

WATER MAIN RELOCATION: City of Hattiesburg contractor arrived on site 6-3-24 to relocate water main and perform demolition on sidewalk area around perimeter of building (ADA conflict area). Demolition and water relocation was completed 6-11-24. We are requesting 7 additional days for this delay.

CONCESSION GEOTECHNICAL REPORT: 6-10-24 it was brought to our attention that a geotechnical report was required for the soil below the concession build. On 6-11-24 we performed a soils test with the architect (Giullermo) on site. Giullermo returned the next day 6-12-24 to witness a roll test for surrounding sidewalk area. It was determined by Giullermo that 4' of muck out and compacted fill around footing areas of building was necessary to support the concession building foundation. Conformation of foundation dirt work to proceed was given on 6-19-24 and completed 6-21-24. Culpepper is requesting 2 additional delays for this issue

We have also attached the days for rain/dry out days that total 5 days. There was 12 adverse weather days with 7 being allotted. for the month of May. We are requesting 5 additional days due to weather delays.

We need additional days for the extra work added to the project. Those days needed are 25 in total. Breakdown of days needed:

Unforeseen Circumstances per above referenced events:	30 Days
Weather Days	5 Days
Additional Work	25 Days

Total days needed at this time is 60 days for delays. If you have any questions, please let me know.

Best regards,

Daniel Norris
Daniel Norris



Project Name: Timberton Softball Complex
Location: 496 William Carey Parkway. Hattiesburg, MS 39401
Date: 06/14/2024
Project Number: # NS 14180.00
Project Start Date: May 6, 2024

Professional: Lovitt, Austin
Using Agency: City of Hattiesburg
Project Superintendent: Daniel Norris
Contractor Job Number: #NS 14180.00
Completion Date: November 2, 2024

Please see the following quote for muck out and haul in for the concession stand foundation.

Estimated haul out 173 cubic yards @ \$14.00= \$2,422.00
Estimated haul in and material 236 cubic yards @ \$5,192.00
Total=\$7,614.00
Bonding=\$152.28
Tax .0362694 =\$281.86
Total Cost=\$8,048.14

Due to these delays we are requesting 10 additional days be added to the contract to implement these changes. If you have any questions, please call me at 601-463-1248.

Sincerely,
Vernon Culpepper

Vernon Culpepper, Owner

Timberton additional concrete revised quote

Vernon Culpepper <culpepperconstruction@yahoo.com>

Thu 5/30/2024 3:17 PM

To: Austin Lovitt <austin.lovitt@neel-schaffer.com>

Cc: Lewis Trotter <lewis.trotter@neel-schaffer.com>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Austin,

To exclude demolition from the additional concrete quote our revised cost will be \$453 per cubic yard.

Thanks,

Daniel Norris

Culpepper construction

[Sent from Yahoo Mail for iPad](#)



Project Name: Timberton Softball Complex
Location: 496 William Carey Parkway. Hattiesburg, MS 39401
Date: 05/15/2024
Project Number: # NS 14180.00
Project Start Date: May 6, 2024

Professional: Lovitt, Austin
Using Agency: City of Hattiesburg
Project Superintendent: Daniel Norris
Contractor Job Number: #NS 14180.00
Completion Date: November 2, 2024

Please accept this as our Request for Change Order to demolish and remove (2) existing concrete pads and install (2) new concrete pads for new pad mount transformers to meet MS Power Company Specifications at the Timberton Softball Complex Project located in Hattiesburg, MS.

	<u>Unit Cost</u>	<u>Total</u>
2 Concrete Pads	\$3,846.75	\$7,693.50

Contracting Fee 15%=\$1,154.03

MS Taxes .0362694 = 320.89

Total Cost \$9,168.42

If you have any questions or concerns please contact our office.

Sincerely,

Kelvie Culpepper

Kelvie Culpepper, Owner



May 22, 2024

Culpepper Construction and Masonry, LLC
859 Hwy 26 W
Poplarville, MS 39470
Attn: Vernon Culpepper

Re: Timberton Softball Complex – Electrical C.O. #1 – Install Concrete Transformer Pads for MS Power

Per request at the progress meeting yesterday, please accept this as the cost breakdown of Change Order request #1 to install new transformer pads for the Timberton Softball Complex:

Breakdown is as follows:

• Labor to demo existing and haul off	\$ 840.00
• Material for new pads (including rebar, concrete, form boards, crushed rock, ground rods and stub out for utility primary feeder)	1,390.00
• Labor for new pads	3,360.00
• Equipment	<u>1,100.00</u>
Subtotal	6,690.00
Plus 15%	<u>1,003.50</u>
Total Request for Change Order	\$7,693.50

Please let me know if you have any questions or if more clarification is needed.

Thanks,

Bob Chain
Legacy Electric



May 16, 2024

Culpepper Construction and Masonry, LLC
859 Hwy 26 W
Poplarville, MS 39470
Attn: Vernon Culpepper

Re: Timberton Softball Complex – Electrical C.O. #1 – Install Concrete Transformer Pads for MS Power

Please accept this as our Request for Change Order to demolish and remove (2) existing concrete pads and install (2) new concrete pads for new pad mount transformers to meet MS Power Company Specifications at the Timberton Softball Complex Project located in Hattiesburg, MS.

ITEM NO.	DISCRIPTION OF CHANGE	UNITS	UNIT COST	TOTAL COST
N/A	Add Concrete Transformer Pads	2	\$ 3,846.75	\$ 7,693.50

*This will add 6 additional work days to the construction schedule.

*Prices do not include tax.

*Price does not include removal of existing damaged pad mount transformers. (To be removed by MS Power Company)

If you have any questions or concerns, please call me at 601-596-5152.

Thank you,

Harvey Simmons
Division Manager - Commercial



Project Name: Timberton Softball Complex
Location: 496 William Carey Parkway. Hattiesburg, MS 39401
Date: 08/01/2024
Project Number: # NS 14180.00
Project Start Date: May 6, 2024

Professional: Lovitt, Austin
Using Agency: City of Hattiesburg
Project Superintendent: Daniel Norris
Contractor Job Number: #NS 14180.00
Completion Date: November 2, 2024

Please see the attached quote for addition of fencing and change of materials to black vinyl fencing. If have any questions, please do not hesitate to contact me.

Additional work- Non Participating Items

Construction of Ball Field Fence, Per Plans	3,790 LF	Cost Per LF=\$38.44	Total=\$ 145,704.88
Construction of Ball Field Backstops, Per Plan	100 LF	Cost Per LF=\$ 202.59	Total =\$ 20,259.07
Construction of Chain-link Gates, Per Plans	12 Each	Cost Per EACH=\$ 1,657.45	Total =\$ 19,889.45

Sincerely,

Kelvie Culpepper

Kelvie Culpepper

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

QUOTE IS VALID FOR 30 DAYS.

Company	Culpepper Const.	From	CARLOS FLORES
	Vernon Culpepper	Date:	8/1/2024
Fax/Email	culpepperconstruction@yahoo.com	Cell Phone:	601 270 1687
Re:	Timberton Softball Complex	Email:	carlos@jefcoattenceofhattiesburg.com

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 materials and labor as follows to Install:

All Black Vinyl Chain Link

Additional Work – Non Participating

Construction of additional Ball Field Fence, Per Plans	3,790 LF	Cost Per LF= <u>\$32.26</u>	Total = <u>\$122,265.40</u>
Construction of additional Ball Field Backstops, Per Plans	100 LF	Cost Per LF= <u>\$170.00</u>	Total = <u>\$17,000.00</u>
Construction of additional Chain link Gates, Per Plans	12 Each	Cost Per = <u>\$1,390.82</u>	Total = <u>\$16,689.84</u>

***Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any
QUOTE 30 days beyond the original date. ***

All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others

Thank you
Carlos Flores C.A.G.O.I.
Vice President

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: _____



Project Name: Timberton Softball Complex
Location: 496 William Carey Parkway. Hattiesburg, MS 39401
Date: 08/01/2024
Project Number: # NS 14180.00
Project Start Date: May 6, 2024

Professional: Lovitt, Austin
Using Agency: City of Hattiesburg
Project Superintendent: Daniel Norris
Contractor Job Number: #NS 14180.00
Completion Date: November 2, 2024

Please see the attached quote for addition of fencing and change of materials to black vinyl fencing. If have any questions, please do not hesitate to contact me.

Participating Items

Construction of Ball Field Fence, Per Plans	2,045 LF	Cost Per LF=\$38.44	Total=\$ 78,619.13
Construction of Ball Field Backstops, Per Plan	500 LF	Cost Per LF=\$ 202.59	Total =\$ 101,295.33
Construction of Chain-link Gates, Per Plans	6 Each	Cost Per EACH=\$ 1,657.46	Total =\$ 9,944.73

Sincerely,

Kelvie Culpepper

Kelvie Culpepper

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

QUOTE IS VALID FOR 30DAYS.

Company	Culpepper Const.	From	CARLOS FLORES
	Vernon Culpepper	Date:	8/1/2024
Fax/Email	culpepperconstruction@yahoo.com	Cell Phone:	601 270 1687
Re:	Timberton Softball Complex	Email:	carlos@jefcoatfenceofhattiesburg.com

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 materials and labor as follows to Install:

All Black Vinyl Chain Link

Participating Items

Construction of Ball Field Fence, Per Plans	2,045 LF	Cost Per LF = <u>\$32.26</u>	Total = <u>\$65,971.70</u>
Construction of Ball Field Backstops, Per Plans	500 LF	Cost Per LF = <u>\$170.00</u>	Total = <u>\$85,000.00</u>
Construction of Chain link Gates, Per Plans	6 Each	Cost Per ea = <u>\$1,390.82</u>	Total = <u>\$8,344.92</u>

***Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any
QUOTE 30 days beyond the original date. ***

All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others

Thank you
Carlos Flores C.A.G.O.I.
Vice President

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: _____

Timberton additional fencing cost

Vernon Culpepper <culpepperconstruction@yahoo.com>

Tue 6/4/2024 10:38 AM

To: Austin Lovitt <austin.lovitt@neel-schaffer.com>

Cc: Lewis Trotter <lewis.trotter@neel-schaffer.com>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Additional Items:

~~Construction of 5' ball field fence, Per Plans: 3,610 LF. \$21.20ft = \$76,532~~

~~24' Backstop: 100 LF. \$155.35 ft. = \$15,535~~

~~8' Fencing: 180LF. \$45 ft. = \$8,100~~

~~10' Width Gates: 7 Each. \$950 ea. = \$6,650~~

~~5' Width Gates: 5 Each. \$475ea. = \$2,375~~

Demolition of existing fences = \$20,000

~~Contractor Markup : %15 = \$19,379~~

~~Job Total = \$148,571~~

[Sent from Yahoo Mail for iPad](#)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, August 20, 2024

Re: Acknowledge bids received August 6th, 2024 for the West 7th infrastructure Rehabilitation between Providence St & N. Main St and accept the bid from Grady Crawford Construction Company Inc. in the amount of \$3,780,525.50; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.
File Number: 2024-369
Minute Book #

Summary

Acknowledge bids received August 6th, 2024 for the West 7th infrastructure Rehabilitation between Providence St & N. Main St and accept the bid from Grady Crawford Construction Company Inc. in the amount of \$3,780,525.50; and Authorize the Mayor to execute any and all documents required for the project including, but not limited to, construction contracts.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company


Authorized by:

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821

ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1	55,000.00	55,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265	14.00	73,710.00	4
202-B	Removal of Concrete Pavement, All Depths	SY	951	14.00	13,314.00	4
202-B	Removal of Concrete Sidewalk	SY	1,030	14.00	14,420.00	4
202-B	Removal of Curb & Gutter, All Types	LF	3,425	14.00	47,950.00	4
202-B	Removal of Fence, All Types	LF	57	10.00	570.00	
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	900.00	5,400.00	
202-B	Removal of Storm Sewer Manhole	EA	3	900.00	2,700.00	
202-B	Removal of Pipe, 8" And Above	LF	850	8.00	6,800.00	
202-B	Removal of Traffic Stripe	LF	140	7.00	980.00	
202-B	Removal of Traffic Stripe	SF	616	7.00	4,312.00	
	*** Earthwork & Temporary Erosion Control ***					
203-A	Unclassified Excavation, LVM, AH	CY	390	12.00	4,680.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235	34.00	109,990.00	4
203-G	Excess Excavation, LVM, AH	CY	1,300	12.00	15,600.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	45.00	29,250.00	
215-A	Vegetative Materials for Mulch	TON	1	750.00	750.00	
216-A	Solid Sodding	SY	2,580	13.00	33,540.00	1
219-A	Watering	KGAL	52	10.0	520.00	
221-A	Concrete Paved Ditch	CY	0.1	3,500.00	350.00	

226-A	Temporary Grassing	ACRE	0.5	3,500.00	1,750.00	
907-234-A	Temporary Silt Fence	LF	5,000	1.00	5,000.00	2
237-A	Wattles, 20"	LF	1,200	1.00	1,200.00	2
246-A	Sandbags	LF	225	5.00	1,125.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	1,280.00	1,280.00	
907-258-N	Car Stop, Per Plans	EA	4	175.00	700.00	
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	50.00	2,500.00	
304-F	Size 610 Crushed Stone Base	TON	2,770	90.00	249,300.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	600	200.00	120,000.00	4
403-A	19mm, ST, Asphalt Pavement	TON	1,400	234.00	327,600.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	200.00	7,000.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115	18.00	20,070.00	
407-A	Asphalt for Tack Coat	GAL	540	5.00	2,700.00	4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	169.00	2,535.00	
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	965.00	142,820.00	
602-A	Reinforcing Steel	LBS	14,485	5.50	79,667.50	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	100.00	1,600.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392	130.00	180,960.00	
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	165.00	7,920.00	
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	2,300.00	2,300.00	

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120	188.00	210,560.00	
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	2,350.00	4,700.00	
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	64.00	10,240.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	7,320.00	146,400.00	
604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
609-C	Concrete Integral Curb, Type 1	LF	620	39.00	24,180.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790	70.00	195,300.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	115.00	69,575.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	*** Miscellaneous Roadway**					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'-8') (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'-10') (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	*** Sewer Service Items ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	*** Water Pipe Items ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	*** Water Connection Items ***					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	*** Water Valve Items ***					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** Water Fire Protection Items ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** Water Service Items ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	
					Total Bid Amount \$3,780,525.50	

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821
Mississippi Certificate of Responsibility No 03623-MC

Bid For:

WEST 7th STREET INFRASTRUCTURE REHABILITATION
CITY OF HATTIESBURG

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Grady Crawford Construction Co., Inc. of Baton Rouge Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of June, 2024.

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:

**WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Grady Crawford Construction Co., Inc. of Baton Rouge

PRINCIPAL

Nationwide Mutual Insurance Company

SURETY

BY: David W Alligood
David W Alligood, Attorney-in-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID W ALLIGOOD; JAMES J TASSIN; THOMAS A LAPORTE; WILLIAM P GARCIA; RYAN J VICKNAIR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

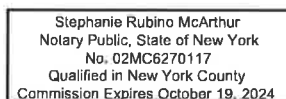


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

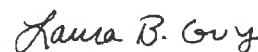


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of June, 2024.



Assistant Secretary



SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company



By

Antonio C. Albanese, Vice President ~ Surety
Nationwide Mutual Insurance Company

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company


Authorized by: _____

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821

ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1	55,000.00	55,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265	14.00	73,710.00	4
202-B	Removal of Concrete Pavement, All Depths	SY	951	14.00	13,314.00	4
202-B	Removal of Concrete Sidewalk	SY	1,030	14.00	14,420.00	4
202-B	Removal of Curb & Gutter, All Types	LF	3,425	14.00	47,950.00	4
202-B	Removal of Fence, All Types	LF	57	10.00	570.00	
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	900.00	5,400.00	
202-B	Removal of Storm Sewer Manhole	EA	3	900.00	2,700.00	
202-B	Removal of Pipe, 8" And Above	LF	850	8.00	6,800.00	
202-B	Removal of Traffic Stripe	LF	140	7.00	980.00	
202-B	Removal of Traffic Stripe	SF	616	7.00	4,312.00	
	*** Earthwork & Temporary Erosion Control ***					
203-A	Unclassified Excavation, LVM, AH	CY	390	12.00	4,680.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235	34.00	109,990.00	4
203-G	Excess Excavation, LVM, AH	CY	1,300	12.00	15,600.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	45.00	29,250.00	
215-A	Vegetative Materials for Mulch	TON	1	750.00	750.00	
216-A	Solid Sodding	SY	2,580	13.00	33,540.00	1
219-A	Watering	KGAL	52	10.0	520.00	
221-A	Concrete Paved Ditch	CY	0.1	3,500.00	350.00	

226-A	Temporary Grassing	ACRE	0.5	3,500.00	1,750.00	
907-234-A	Temporary Silt Fence	LF	5,000	1.00	5,000.00	2
237-A	Wattles, 20"	LF	1,200	1.00	1,200.00	2
246-A	Sandbags	LF	225	5.00	1,125.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	1,280.00	1,280.00	
907-258-N	Car Stop, Per Plans	EA	4	175.00	700.00	
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	50.00	2,500.00	
304-F	Size 610 Crushed Stone Base	TON	2,770	90.00	249,300.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	600	200.00	120,000.00	4
403-A	19mm, ST, Asphalt Pavement	TON	1,400	234.00	327,600.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	200.00	7,000.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115	18.00	20,070.00	
407-A	Asphalt for Tack Coat	GAL	540	5.00	2,700.00	4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	169.00	2,535.00	
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	965.00	142,820.00	
602-A	Reinforcing Steel	LBS	14,485	5.50	79,667.50	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	100.00	1,600.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392	130.00	180,960.00	
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	165.00	7,920.00	
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	2,300.00	2,300.00	

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120	188.00	210,560.00	
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	2,350.00	4,700.00	
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	64.00	10,240.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	7,320.00	146,400.00	
604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
609-C	Concrete Integral Curb, Type 1	LF	620	39.00	24,180.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790	70.00	195,300.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	115.00	69,575.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	*** Miscellaneous Roadway***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6") (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'-8") (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'-10") (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	*** Sewer Service Items ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	*** Water Pipe Items ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	*** Water Connection Items ***					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	*** Water Valve Items ***					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** Water Fire Protection Items ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** Water Service Items ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	
					Total Bid Amount \$3,780,525.50	

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

- notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Grady Crawford Construction Co., Inc. of Baton Rouge, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

R. Casey Crawford, President

Name and Title of Contractor's Authorized Official

72-0795086

Contractor's Employer Identification Number (EIN)

6/20/24

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Grady Crawford Construction Co., Inc. of Baton Rouge, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.


Signature of Contractor's Authorized Official

R. Casey Crawford, President
Name and Title of Contractor's Authorized Official

6/20/24
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Grady Crawford Construction Co., Inc. of Baton Rouge
Business Name

By R. Casey Crawford, President
Name and Title of Authorized Representative


Signature of Authorized Representative

6/20/24
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that NO FUEL OR MATERIAL ADJUSTMENT, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE: 11/28/2017****SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change "Engineer" to "Director."
33	105.05.1	In the sixth sentence, change "Contract Administration Engineer" to "Contract Administration Director."
34	105.05.2.1	In subparagraph 2, change "SWPPP, ECP" to "SWPPP and the ECP"
35	105.05.2.2	In subparagraphs 2, add " and" to the end of the sentence. In subparagraph 3, remove ", and" and add ".".
90	109.04.2	In the last paragraph of subparagraph (a), place a period "." at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period "." at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period "." at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change "HMA mixture" to "Asphalt mixtures."
98	109.11	In the third sentence, change "Engineer" to "Director."
219	308.04	In the last sentence of the last paragraph, change "Contractor's decision" to "Engineer's decision."
300	405.02.5.9	In the first sentence of the second paragraph, change "Hot Mix Asphalt" to "Asphalt Mixtures."
502	630.01.1	In the first paragraph, change "AASHTO" to "AASHTO's LRFD".
636	646.05	Change "each" to "per each" for the pay item units of payment.
640	656.02.6.2	In item 7), change "down stream" to "downstream".
688	630.03.2	Change the subsection number from "630.03.2" to "680.03.2."
725	702.08.3	In the second sentence of the first paragraph, change "hot-mix" to "asphalt."
954	804.02.13.1.6	In the definition for "M" in the % Reduction formulas, change "paragraph 7.3" to "paragraph 5.3."

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "*Rental Rate Blue Book*" as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 6 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 6 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

280 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 39. Public Finance
Subtitle III. General Laws on State Debt
Chapter 17. Louisiana Procurement Code (Refs & Annos)
Part III. Source Selection and Contract Formation (Refs & Annos)
Subpart A. Methods of Source Selection

LSA-R.S. 39:1594

§ 1594. Competitive sealed bids

Effective: July 1, 2019

Currentness

A. Conditions for use. Contracts exceeding the amount provided by R.S. 39:1596 shall be awarded by competitive sealed bidding unless otherwise provided in this Chapter.

B. Invitation for bids. Competitive sealed bidding shall be initiated by the issuance of an invitation for bids containing a description of the supplies, services, or major repairs to be procured and all contractual terms and conditions applicable to the procurement.

C. Public notice.

(1) Adequate public notice of the invitation for bids shall be given at least ten days prior to the date set forth therein for the opening of bids on all matters except those made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643, for which such notice shall be given at least twenty days prior to the opening of bids. Notice shall be in writing and to persons in a position to furnish the supplies, services, or major repairs required, as shown by its records, and by advertising if the amount of the purchase is twenty-five thousand dollars or more.

(2) The advertisements or written notices shall contain general descriptions of the supplies, services, or major repairs for which bids are wanted and shall state all of the following:

(a) The names and locations of the departments or institutions for which the purchases are to be made.

(b) Where and how specifications and quotation forms may be obtained.

(c) The date and time not later than which bids must be received and will be opened.

(3) Each advertisement shall be published in the official journal of the state. In the case of any purchase to meet the needs of a single budget unit the advertisement shall be published also in a newspaper of general circulation printed in the parish in which

the budget unit is situated or, if there is no newspaper printed in the parish, in a newspaper printed in the nearest parish, which has a general circulation in the parish in which the budget unit is situated.

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or purchasing agencies of the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

(5) All bids shall be advertised by a using agency through a centralized electronic interactive environment administered by the division of administration and on the electronic website accepting the electronic bids as provided in this Section. The advertisement or written notice required by this Section shall contain the name and address of the using agency and shall establish the specific date, time, and place by which the bids must be received.

D. Bid submission.

(1) Bids shall be submitted in writing in accordance with the requirements set forth in the invitation for bids or electronically through a uniform and secure electronic interactive environment.

(2) Public entities shall provide, as an additional bidding option, a uniform and secure electronic interactive system for the submission of competitive sealed bids as provided for in this Section. Any public entity providing a secure electronic interactive system shall follow the standards for the receipt of electronic bids adopted by the office of the governor, division of administration, and the office of information technology as provided for in LAC 4:XV.701. Any special condition or requirement for the submission shall be specified in the advertisement for bids required by this Section.

(3) The requirements of Paragraph (2) of this Subsection shall not apply to the following public entities:

(a) Public entities that are currently without high-speed Internet access, until high-speed Internet access becomes available.

(b) Any parish with a police jury form of government and a population of less than twenty thousand.

(c) Any city or municipality with a population of less than ten thousand.

(d) Any public entity that is unable to comply with the electronic bidding provisions of this Subsection without securing and expending additional funding.

E. Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and open to public inspection.

F. Bid evaluation.

(1) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, and criteria affecting price such as life cycle or total ownership costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria shall be used in bid evaluation that are not set forth in the invitation for bids.

(2) For bids made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to [R.S. 39:1643](#), the criteria for evaluation shall be included in the invitation for bids and shall include, at a minimum, the following:

(a) Location of the proposed space.

(b) Condition of the proposed space.

(c) Suitability of the proposed space for the advertiser's needs.

(d) Timeliness of availability of the proposed space.

G. Correction or withdrawal of bids. Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations.

H. Award. The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Award shall be made by unconditional acceptance of a bid without alteration or correction except as authorized in this Chapter.

I. Resident business **preference**. In state contracts awarded by competitive sealed bidding, resident businesses shall be **preferred** to **nonresident** businesses where there is a tie bid and where there will be no sacrifice or loss in quality.

J. Exemption.

(1) Purchases of goods manufactured by or services performed by individuals with disabilities through supported employment providers as defined in [R.S. 39:1604.4](#) shall be exempt from the provisions of this Section. This exemption shall also apply to goods and services procured directly from a central nonprofit agency contracting under [R.S. 39:1604.4](#) to assist supported employment providers.

(2) Purchases of raw materials and supplies used in the manufacturing process by the Department of Public Safety and Corrections, division of prison enterprises, with the approval of the state chief procurement officer, shall be exempt from the provisions of this Section and shall be procured through the use of written bids.

Credits

[Acts 2014, No. 864, § 2, eff. Jan. 1, 2015](#). Amended by [Acts 2016, No. 420, § 1](#); [Acts 2019, No. 312, § 3, eff. July 1, 2019](#).

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Source:

[Acts 1979, No. 715, § 1](#).

[Acts 1984, No. 354, § 1](#).

[Acts 1986, No. 291, § 1](#).

[Acts 1991, No. 947, § 2](#).

[Acts 1992, No. 527, § 2](#).

[Acts 1995, No. 635, § 1](#).

[Acts 1997, No. 121, § 2](#).

[Acts 1997, No. 680, § 1](#).

[Acts 2001, No. 1032, § 13](#).

[Acts 2004, No. 433, § 1](#).

[Acts 2014, No. 811, § 21](#).

[R.S. 39:1594](#).

Chapter 17, “Louisiana Procurement Code” of Subtitle III of Title 39 of the Louisiana Revised Statutes, formerly comprised of R.S. 39:1551 to 39:1758, is revised by Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Chapter 17, “Louisiana Procurement Code” of Subtitle III of Title 39, as revised by Acts 2014, No. 864, is now comprised of:

Part I consisting of Subpart A [R.S. 39:1551 to 39:1554.1], Subpart B [R.S. 39:1556], and Subpart C [R.S. 39:1557 to 39:1558];

Part II consisting of Subpart A [R.S. 39:1561], Subpart B [R.S. 39:1562 to 39:1569.1], Subpart C [R.S. 39:1571 to 39:1572], Subpart D [R.S. 39:1581], and Subpart E [R.S. 39:1586 to 39:1587];

Part III consisting of Subpart A [R.S. 39:1593 to 39:1604.7], Subpart B [R.S. 39:1605], Subpart C [R.S. 39:1606 to 39:1608], Subpart D [R.S. 39:1611 to 39:1626], Subpart E [R.S. 39:1627 to 39:1628], Subpart F [R.S. 39:1629 to 39:1629.1], Subpart G [R.S. 39:1630 to 39:1630.1], Subpart H [R.S. 39:1631 to 39:1633], Subpart I [R.S. 39:1641 to 39:1644], Subpart J [R.S. 39:1646],; and Subpart K [R.S. 39:1647 as added by Acts 2014, No. 416 and redesignated pursuant to the statutory revision authority of the Louisiana State Law Institute];

Part IV consisting of R.S. 39:1651 to 39:1658;

Part V consisting of R.S. 39:1661 to 39:1662;

Part VI consisting of Subpart A [R.S. 39:1671 to 39:1672], Subpart B [R.S. 39:1672.1 to 39:1672.4], Subpart C [R.S. 39:1673], Subpart D [R.S. 39:1676 to 39:1679], Subpart E [R.S. 39:1681 to 39:1685], Subpart F [R.S. 39:1691 to 39:1692], and Subpart G [R.S. 39:1695 to 39:1697];

Part VII consisting of Subpart A [R.S. 39:1702 to 39:1710] and Subpart B [R.S. 39:1716];

Part VIII consisting of R.S. 39:1731 to 39:1736; and

Part IX consisting of R.S. 39:1751 to 39:1755.

Section 3 of Acts 2014, No. 864, eff. Jan. 1, 2015, repeals Chapter 16, “Professional, Personal, Consulting, and Social Services Procurement” of Subtitle III of Title 39, consisting of R.S. 39:1481 to 39:1526.

The revision by Acts 2014, No. 864 retains the general subject matter of Chapter 17, while incorporating material from Chapters 16 and 17 prior to the revision. The Part structure and headings of Chapter 17 remain unchanged, but Acts 2014, No. 864 revises the internal structure of the Parts. Section 1 of Act 864 provides a conforming amendment to R.S. 36:4(B)(1)(b).

Sections 4 to 7 of Act 864 provide:

“Section 4. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which contain the name of the office of contractual review and the office of state purchasing, changed in this Act, and in all locations it deems appropriate change said references to the office of state procurement.

“Section 5. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which refer to Chapter 16 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950 or Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, changed in this Act, and in all locations it deems appropriate change said references to Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950.

“Section 6. Prior to January 1, 2015, the commissioner of administration shall take action necessary to implement this Act on January 1, 2015, including promulgation of necessary rules under the authority of the commissioner of administration or on behalf of the office of state procurement and the state chief procurement officer in accordance with the Administrative Procedure Act.

“Section 7. (A) Sections 1 through 5 of this Act shall become effective on January 1, 2015.

“(B) Section 6 of this Act and this Section shall become effective upon signature of this Act by the governor or, if not signed by the governor, upon expiration of the time for bills to become law without signature by the governor, as provided by [Article III, Section 18 of the Constitution of Louisiana](#). If this Act is vetoed by the governor and subsequently approved by the legislature, this Section and Section 6 of this Act shall become effective on the day following such approval.”

For the disposition of the subject matter of Chapters 16 and 17 of Subtitle III of Title 39 following the repeal and revision by [Acts 2014, No. 864](#), see disposition table, preceding [R.S. 39:1551](#).

[Acts 2014, No. 811, § 21](#), amended par. (I)(1) of R.S. 39:1594 prior to the revision of the Procurement Code provisions by [Acts 2014, No. 864, § 2](#) by substituting “individuals with severe disabilities” for “severely handicapped individuals”. Pursuant to the statutory revision authority of the Louisiana State Law Institute, in 2014, the text of Act 811 was merged into the text of par. (I)(1) as revised by Act 864.

For legislative findings and intent regarding language used to refer to persons with disabilities or exceptionalities, [preferred terminology and authority of the Louisiana State Law Institute to change terminology](#), as set forth in [Acts 2014, No. 811](#), see notes under [R.S. 39:302](#).

Relevant Notes of Decisions (2)

[View all 29](#)

Notes of Decisions listed below contain your search terms.

Construction and application

Preference for in-state vendors is exception to statutory competitive sealed bid requirements and such exceptions must be strictly construed. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts [🔑 129](#); States [🔑 98.4](#)

Resident business preference

Because **preference** statute authorizing allowance of 5% **preference** on cost to Louisiana retailer over out-of-state retailer did not apply to state procurements obtained through competitive bid process, Commissioner of Administration's decision approving award of state contract to the second lowest bidder who was located in the state, as opposed to the lowest bidder who was located out-state, was affected by an error of law and, accordingly, would be vacated. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts [🔑 129](#); States [🔑 98.4](#)

LSA-R.S. 39:1594, LA R.S. 39:1594

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

End of Document

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Project Name: West 7th Street Infrastructure Rehabilitation
City and State: Hattiesburg, MS
Date and Time of Bid: 06/20/2024 @ 10:00 am

BID ABSTRACT

BIDDERS	CERT. OF RESP.#	BID SECURITY	TOTAL BID
Grady Crew Pool	03623-MC	5% Nation wide	3,780,525.50

Do we go
ahead &
recommend?

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company


Authorized by:

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821

ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
	*** Demolition ***					
201-A	Clearing and Grubbing	LS	1	55,000.00	55,000.00	
202-B	Removal of Asphalt Pavement, All Depths	SY	5,265	14.00	73,710.00	4
202-B	Removal of Concrete Pavement, All Depths	SY	951	14.00	13,314.00	4
202-B	Removal of Concrete Sidewalk	SY	1,030	14.00	14,420.00	4
202-B	Removal of Curb & Gutter, All Types	LF	3,425	14.00	47,950.00	4
202-B	Removal of Fence, All Types	LF	57	10.00	570.00	
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	900.00	5,400.00	
202-B	Removal of Storm Sewer Manhole	EA	3	900.00	2,700.00	
202-B	Removal of Pipe, 8" And Above	LF	850	8.00	6,800.00	
202-B	Removal of Traffic Stripe	LF	140	7.00	980.00	
202-B	Removal of Traffic Stripe	SF	616	7.00	4,312.00	
	*** Earthwork & Temporary Erosion Control ***					
203-A	Unclassified Excavation, LVM, AH	CY	390	12.00	4,680.00	
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235	34.00	109,990.00	4
203-G	Excess Excavation, LVM, AH	CY	1,300	12.00	15,600.00	
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	45.00	29,250.00	
215-A	Vegetative Materials for Mulch	TON	1	750.00	750.00	
216-A	Solid Sodding	SY	2,580	13.00	33,540.00	1
219-A	Watering	KGAL	52	10.0	520.00	
221-A	Concrete Paved Ditch	CY	0.1	3,500.00	350.00	

226-A	Temporary Grassing	ACRE	0.5	3,500.00	1,750.00	
907-234-A	Temporary Silt Fence	LF	5,000	1.00	5,000.00	2
237-A	Wattles, 20"	LF	1,200	1.00	1,200.00	2
246-A	Sandbags	LF	225	5.00	1,125.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	1,280.00	1,280.00	
907-258-N	Car Stop, Per Plans	EA	4	175.00	700.00	
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	50.00	2,500.00	
304-F	Size 610 Crushed Stone Base	TON	2,770	90.00	249,300.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	600	200.00	120,000.00	4
403-A	19mm, ST, Asphalt Pavement	TON	1,400	234.00	327,600.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	200.00	7,000.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115	18.00	20,070.00	
407-A	Asphalt for Tack Coat	GAL	540	5.00	2,700.00	4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	169.00	2,535.00	
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	965.00	142,820.00	
602-A	Reinforcing Steel	LBS	14,485	5.50	79,667.50	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	100.00	1,600.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392	130.00	180,960.00	
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	165.00	7,920.00	
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	2,300.00	2,300.00	

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120	188.00	210,560.00	
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	2,350.00	4,700.00	
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	64.00	10,240.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	7,320.00	146,400.00	
604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
609-C	Concrete Integral Curb, Type 1	LF	620	39.00	24,180.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790	70.00	195,300.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	115.00	69,575.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	*** Miscellaneous Roadway**					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'-8') (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'-10') (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	*** Sewer Service Items ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	*** Water Pipe Items ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	*** Water Connection Items ***					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	*** Water Valve Items ***					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** Water Fire Protection Items ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** Water Service Items ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	
					Total Bid Amount \$3,780,525.50	

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

Grady Crawford Construction Co., Inc. of Baton Rouge
PO Box 967
Baton Rouge, LA 70821
Mississippi Certificate of Responsibility No 03623-MC

Bid For:

WEST 7th STREET INFRASTRUCTURE REHABILITATION
CITY OF HATTIESBURG

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, Grady Crawford Construction Co., Inc. of Baton Rouge Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 20th day of June, 2024.

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:

**WEST 7TH STREET INFRASTRUCTURE REHABILITATION
BETWEEN PROVIDENCE ST & NORTH MAIN ST
HATTIESBURG, MISSISSIPPI**

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Grady Crawford Construction Co., Inc. of Baton Rouge

PRINCIPAL

Nationwide Mutual Insurance Company

SURETY

BY: David W Alligood
David W Alligood, Attorney-in-Fact



IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID W ALLIGOOD; JAMES J TASSIN; THOMAS A LAPORTE; WILLIAM P GARCIA; RYAN J VICKNAIR;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

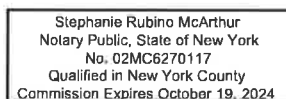


Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

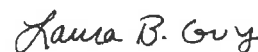


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of June, 2024.



Assistant Secretary



SURETY BOND SEAL ADDENDUM

Nationwide Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 2nd day of April, 2020.

Nationwide Mutual Insurance Company



By

Antonio C. Albanese, Vice President ~ Surety
Nationwide Mutual Insurance Company

PROPOSAL FORM

I (we) agree to begin work in accordance with NTB 7011.

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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,

Grady Crawford Construction Co., Inc. of Baton Rouge
Bidding Company


Authorized by: _____

R. Casey Crawford, President

PO Box 967 Baton Rouge, LA 70821

ADDRESS

PROPOSAL

WEST 7TH STREET INFRASTRUCTURE REHABILITATION BETWEEN PROVIDENCE ST & NORTH MAIN ST

Item No.	Description	Unit	Quantity	Unit Price	Extension	Note*
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202-B	Removal of Concrete Sidewalk	SY	1,030	14.00	14,420.00	4
202-B	Removal of Curb & Gutter, All Types	LF	3,425	14.00	47,950.00	4
202-B	Removal of Fence, All Types	LF	57	10.00	570.00	
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202-B	Removal of Traffic Stripe	LF	140	7.00	980.00	
202-B	Removal of Traffic Stripe	SF	616	7.00	4,312.00	
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203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3,235	34.00	109,990.00	4
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211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	45.00	29,250.00	
215-A	Vegetative Materials for Mulch	TON	1	750.00	750.00	
216-A	Solid Sodding	SY	2,580	13.00	33,540.00	1
219-A	Watering	KGAL	52	10.0	520.00	
221-A	Concrete Paved Ditch	CY	0.1	3,500.00	350.00	

226-A	Temporary Grassing	ACRE	0.5	3,500.00	1,750.00	
907-234-A	Temporary Silt Fence	LF	5,000	1.00	5,000.00	2
237-A	Wattles, 20"	LF	1,200	1.00	1,200.00	2
246-A	Sandbags	LF	225	5.00	1,125.00	2
	*** Non-Roadway Items ***					
907-258-PP	Concrete Steps, Per Plans	EA	1	1,280.00	1,280.00	
907-258-N	Car Stop, Per Plans	EA	4	175.00	700.00	
	*** Subbase, Base, & Paving ***					
304-A	Granular Material, LVM, Class 9, Group C	CY	50	50.00	2,500.00	
304-F	Size 610 Crushed Stone Base	TON	2,770	90.00	249,300.00	4
403-A	9.5mm, ST, Asphalt Pavement	TON	600	200.00	120,000.00	4
403-A	19mm, ST, Asphalt Pavement	TON	1,400	234.00	327,600.00	4
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	200.00	7,000.00	4
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1,115	18.00	20,070.00	
407-A	Asphalt for Tack Coat	GAL	540	5.00	2,700.00	4
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	169.00	2,535.00	
	*** Drainage ***					
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	965.00	142,820.00	
602-A	Reinforcing Steel	LBS	14,485	5.50	79,667.50	
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	100.00	1,600.00	
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1,392	130.00	180,960.00	
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	165.00	7,920.00	
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	2,300.00	2,300.00	

603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1,120	188.00	210,560.00	
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	2,350.00	4,700.00	
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	64.00	10,240.00	
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	73.00	24,236.00	
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	7,320.00	146,400.00	
604-A	Castings	LBS	3,730	12.00	44,760.00	
604-B	Gratings	LBS	4,950	11.00	54,450.00	
	*** Fences & Gates ***					
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	50.00	3,000.00	
	*** Curbing & Gutters, Sidewalks & Driveways ***					
608-A	Concrete Sidewalk, Without Reinforcement	SY	1,675	100.00	167,500.00	4
907-608-C	Detectable Warning Panels	SF	175	66.00	11,550.00	
609-B	Concrete Curb, Header	LF	500	61.00	30,500.00	
609-C	Concrete Integral Curb, Type 1	LF	620	39.00	24,180.00	4
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2,790	70.00	195,300.00	4
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	115.00	69,575.00	4
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	122.00	38,552.00	
	*** Miscellaneous Roadway***					
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	500.00	2,500.00	4,5
618-A	Maintenance of Traffic	LS	1	125,000.00	125,000.00	3, 4
618-B	Additional Construction Signs	SF	10	90.00	900.00	
619-D	Remove and Reset Signs, All Sizes	EA	8	55.00	440.00	

620-A	Mobilization	LS	1	171,000.00	171,000.00	4
	*** Pavement Striping & Marking ***					
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	13.00	598.00	
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	9.00	5,325.00	4
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2,346	17.00	39,882.00	4
626-H	Thermoplastic Legend, White	SF	134	70.00	9,380.00	
	*** Permanent Traffic Control ***					
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	14.00	1,358.00	
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	10.00	3,150.00	
	*** Survey & Staking ***					
699-A	Roadway Construction Stakes	LS	1	24,500.00	24,500.00	
	*** Sewer Pipe Items ***					
SS1	8" Ductile Iron Sewer Pipe (0'-6") (Open Cut)	LF	40	165.00	6,600.00	
SS2	8" SDR 26 PVC Sewer Pipe (0'-6") (Open Cut)	LF	994	78.00	77,532.00	
SS3	8" SDR 26 PVC Sewer Pipe (6'-8") (Open Cut)	LF	940	107.00	100,580.00	
SS4	8" SDR 26 PVC Sewer Pipe (8'-10") (Open Cut)	LF	480	152.00	72,960.00	
SS5	Removal of Existing Sewer Line	LF	1,445	28.00	40,460.00	
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	9.00	4,545.00	
SS7	Tracer Wire System for Sewer	LS	1	16,250.00	16,250.00	
	*** Sewer Manhole Items ***					
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	5,400.00	27,000.00	
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	7,200.00	21,600.00	
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	8,100.00	8,100.00	

SS11	Drop Manhole Assembly (All Depths)	EA	1	2,150.00	2,150.00	
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	925.00	5,550.00	
	*** Sewer Service Items ***					
SS13	4" Sanitary Sewer Service Cleanout	EA	41	812.00	33,292.00	
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	43.00	24,080.00	
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1,045	49.00	51,205.00	
SS16	8"x8"x6" PVC Service Tee	EA	38	258.00	9,804.00	
SS17	Existing Sewer Service Investigation	EA	3	450.00	1,350.00	
	*** Water Pipe Items ***					
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1,360	95.00	129,200.00	
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	108.00	51,840.00	
W3	Tracer Wire System for Water	LS	1	10,500.00	10,500.00	
	*** Water Connection Items ***					
W4	Cut and Cap Existing Water Lines	EA	3	500.00	1,500.00	
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	1,530.00	3,060.00	
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	5,230.00	10,460.00	
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	8,750.00	8,750.00	
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	12,750.00	12,750.00	
	*** Water Valve Items ***					

W9	6" Gate Valve	EA	1	1,950.00	1,950.00	
W10	8" Gate Valve	EA	1	2,950.00	2,950.00	
	*** Water Fire Protection Items ***					
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	8,150.00	8,150.00	
W12	Removal of Existing Fire Hydrant	EA	1	750.00	750.00	
	*** Water Service Items ***					
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	670.00	17,420.00	
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	2,340.00	2,340.00	
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	20.00	13,200.00	
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	28.00	1,120.00	
W17	Remove and Reset Water Meter	EA	25	165.00	4,125.00	
					Total Bid Amount \$3,780,525.50	

General Notes:

1. All Grassing Items include fertilizer and ground preparation.
2. Erosion Control Items shall be placed as noted in the plans AND as directed by the Engineer.
3. Temporary Traffic Striping shall be included in Maintenance of Traffic, shall match location of Permanent Striping, and shall be used as directed.
4. Item contains repair quantities for utility construction outside the main roadway reconstruction.
5. For use on existing utility covers which are not included in the water & sewer relocation (per plan sheets).

Bid Respectfully Submitted, Name of Firm or Bidder: Grady Crawford Construction Co., Inc. of Baton Rouge

SPECIAL NOTICE TO BIDDERS

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Copeland "Anti-Kickback" Act.

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure

- notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(5) By entering into this Contract, the Contractor is certifying the following:

- a. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department of agency or any political subdivision or agency of the State of Mississippi.
- b. Contractor has not, within a three (3) year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction.
- c. Contractor has not, within three (3) year period preceding this Contract, been convicted of or had a civil judgement rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- d. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of these offenses enumerated in Article 5.B. and Article 5.C., above; and,
- e. Contractor has not, within a three (3) year period preceding this Contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Compliance with Miss. Code Ann. 31-5-37

Contractor agrees to comply with Mississippi Code Ann. 31-5-37. Within seven (7) days of project award the Contractor shall submit to the Owner and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contractor and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contractor.

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. INDEMNIFICATION

To the extent allowed by state law, CONTRACTOR agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of CONTRACTOR, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

2. RELATIONSHIP STATUS

The CONTRACTOR acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the OWNER and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The OWNER and CONTRACTOR also acknowledge and agree that any benefit to vendors contracting with the OWNER or CONTRACTORS arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the OWNER.

Upon execution of any contract between the OWNER and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The OWNER and CONTRACTOR shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the OWNER and any other party. The OWNER, CONTRACTOR and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the OWNER and any

other party. The OWNER and the CONTRACTOR acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the OWNER and the CONTRACTOR or any other parties.

3. ACCESS TO RECORDS

Provided CONTRACTOR is given reasonable advance written notice and such inspection is made during normal business hours of CONTRACTOR, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of CONTRACTOR's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by CONTRACTOR for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

CONTRACTOR is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. CONTRACTOR has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before CONTRACTOR provides the records and corresponding certification to MDEQ, in which case, CONTRACTOR shall retain the records until all issues arising out of the action are finally resolved; and
- C. CONTRACTOR provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

4. RECORD RETENTION AND RIGHT TO AUDIT

The CONTRACTOR shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. CONTRACTOR shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

5. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, CONTRACTOR shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

6. CONFLICT OF INTEREST

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The CONTRACTOR agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

7. COOPERATION AND EVALUATION

The CONTRACTOR agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the

Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the CONTRACTOR agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT

Further, in the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING - REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
5. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Grady Crawford Construction Co., Inc. of Baton Rouge, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

R. Casey Crawford, President

Name and Title of Contractor's Authorized Official

72-0795086

Contractor's Employer Identification Number (EIN)

6/20/24

Date

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,
- E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt

and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action

arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels

therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

The Contractor, Grady Crawford Construction Co., Inc. of Baton Rouge, certifies the above Attachment C, Subaward Terms and Conditions for Contracted Parties.


Signature of Contractor's Authorized Official

R. Casey Crawford, President
Name and Title of Contractor's Authorized Official

6/20/24
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Grady Crawford Construction Co., Inc. of Baton Rouge
Business Name

By R. Casey Crawford, President
Name and Title of Authorized Representative


Signature of Authorized Representative

6/20/24
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal

that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

Change the web address at the end of the first paragraph to the following.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

Immediately prior to final inspection for release of maintenance, the Contractor shall pick up, load, transport and properly dispose of all litter from the entire highway right-of-way that is within the termini of the project.

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

Litter removal is considered incidental to other items of work and will not be measured for separate payment.

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

Bidders are advised that NO FUEL OR MATERIAL ADJUSTMENT, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 516**CODE:****(IS) DATE: 11/28/2017****SUBJECT: Errata and Modifications to the 2017 Standard Specifications**

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change "Engineer" to "Director."
33	105.05.1	In the sixth sentence, change "Contract Administration Engineer" to "Contract Administration Director."
34	105.05.2.1	In subparagraph 2, change "SWPPP, ECP" to "SWPPP and the ECP"
35	105.05.2.2	In subparagraphs 2, add " and" to the end of the sentence. In subparagraph 3, remove ", and" and add ".".
90	109.04.2	In the last paragraph of subparagraph (a), place a period "." at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period "." at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period "." at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change "HMA mixture" to "Asphalt mixtures."
98	109.11	In the third sentence, change "Engineer" to "Director."
219	308.04	In the last sentence of the last paragraph, change "Contractor's decision" to "Engineer's decision."
300	405.02.5.9	In the first sentence of the second paragraph, change "Hot Mix Asphalt" to "Asphalt Mixtures."
502	630.01.1	In the first paragraph, change "AASHTO" to "AASHTO's LRFD".
636	646.05	Change "each" to "per each" for the pay item units of payment.
640	656.02.6.2	In item 7), change "down stream" to "downstream".
688	630.03.2	Change the subsection number from "630.03.2" to "680.03.2."
725	702.08.3	In the second sentence of the first paragraph, change "hot-mix" to "asphalt."
954	804.02.13.1.6	In the definition for "M" in the % Reduction formulas, change "paragraph 7.3" to "paragraph 5.3."

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Control of Work

Section 105, Control of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-105.01--Authority of the Engineer. Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

The Engineer has the right to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to correct conditions unsafe for workmen or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders.

907-105.02--Plans and Working Drawings. Delete the first paragraph of Subsection 105.02 on page 31, and substitute the following.

After the contract is executed by the Executive Director, the Contractor will receive, free of charge, two bound copies of the proposal and contract documents (one executed and one blank) two full scale copies of the plans, five half-scale copies of the Plans, and Electronic Files Identified as Plans. The Contractor shall have one copy of the proposal and contract documents and one half-scale copy of the plans available at all times during work activity on the project.

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 05/13/2024

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-109.01--Measurement of Quantities. Delete the sixth full paragraph of Subsection 109.01 on page 88, and substitute the following.

If appropriate based on the specific circumstances of the project, the Contractor may request that material specified to be measured by the cubic yard or ton be converted to the other measure. The Contractor must submit this request to the Engineer. The Engineer will provide an approval or denial in writing. The decision is in the sole discretion of the Engineer. If approved, factors for this conversion will be determined by the District Materials Engineer and agreed to by the Contractor. The conversion of the materials along with the conversion factor will be incorporated into the Contract by supplemental agreement. The supplemental agreement must be executed before such method of measurement is used.

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. Delete the second paragraph of Subsection 109.04.1 on page 90.

907-109.04.2--Force Account Agreement. Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "*Rental Rate Blue Book*" as published on the Equipment Watch website www.equipmentwatch.com for the time period the force account work is authorized to determine payment to the Contractor.

The maximum allowable rates are determined as follows:

1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
2. Idle or standby cost will be considered only after equipment has been operated on force account work.
3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

Delete the next to last paragraph of Subsection 109.06.2 on page 95, and substitute the following.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 30 days of the estimate on which the advanced payment was first allowed and proof of said payment must

be verified by the supplier. If proof of payment is not furnished within the allowable 30 days, the advanced payment will be deducted on subsequent current estimates until such time that proof of payment is furnished.

907-109.07--Changes in Material Costs. After the fifth paragraph of Subsection 109.07 on page 96, change the web address to the following.

https://mdot.ms.gov/portal/current_letting

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

7011 DATE: 05/13/2024

SUBJECT: Contract Time

PROJECT: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.

The Notice of Award will be issued within 60 days of the bid opening date and the effective date of the Notice to Proceed / Beginning of Contract Time Date will be within 6 months following the Date of the Notice of Execution of Contract Letter. Should the Notice to Proceed / Beginning of Contract Time Date fall within the winter months of December, January, or February the Notice to Proceed/Beginning of Contract time will be March 1st.

The Contractor shall request a Notice to Proceed/Beginning of Contract Time date in writing after receiving the Notice of Execution of Contract Letter and the date requested should be within the 6 month period following the Date of the Notice of Execution of Contract Letter.

The Contractor's written request for Notice to proceed Date should be given a minimum of seven (7) calendar days in advance of the Notice to Proceed requested. Should the Contractor request a Notice to Proceed earlier than stipulated above, and it is agreeable with the LPA for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

280 Calendar Days have been allowed for the completion of work for the base phase of on this project. Under no circumstances shall the project completion date exceed 08/15/2026.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

West's Louisiana Statutes Annotated
Louisiana Revised Statutes
Title 39. Public Finance
Subtitle III. General Laws on State Debt
Chapter 17. Louisiana Procurement Code (Refs & Annos)
Part III. Source Selection and Contract Formation (Refs & Annos)
Subpart A. Methods of Source Selection

LSA-R.S. 39:1594

§ 1594. Competitive sealed bids

Effective: July 1, 2019

Currentness

A. Conditions for use. Contracts exceeding the amount provided by R.S. 39:1596 shall be awarded by competitive sealed bidding unless otherwise provided in this Chapter.

B. Invitation for bids. Competitive sealed bidding shall be initiated by the issuance of an invitation for bids containing a description of the supplies, services, or major repairs to be procured and all contractual terms and conditions applicable to the procurement.

C. Public notice.

(1) Adequate public notice of the invitation for bids shall be given at least ten days prior to the date set forth therein for the opening of bids on all matters except those made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643, for which such notice shall be given at least twenty days prior to the opening of bids. Notice shall be in writing and to persons in a position to furnish the supplies, services, or major repairs required, as shown by its records, and by advertising if the amount of the purchase is twenty-five thousand dollars or more.

(2) The advertisements or written notices shall contain general descriptions of the supplies, services, or major repairs for which bids are wanted and shall state all of the following:

(a) The names and locations of the departments or institutions for which the purchases are to be made.

(b) Where and how specifications and quotation forms may be obtained.

(c) The date and time not later than which bids must be received and will be opened.

(3) Each advertisement shall be published in the official journal of the state. In the case of any purchase to meet the needs of a single budget unit the advertisement shall be published also in a newspaper of general circulation printed in the parish in which

the budget unit is situated or, if there is no newspaper printed in the parish, in a newspaper printed in the nearest parish, which has a general circulation in the parish in which the budget unit is situated.

(4) Evidence of agency, corporate, or partnership authority shall be required for submission of a bid to the division of administration or purchasing agencies of the state of Louisiana. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions is met:

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative of the corporation, partnership, or other legal entity and the bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity.

(c) The corporation, partnership, or other legal entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the respective offices.

(5) All bids shall be advertised by a using agency through a centralized electronic interactive environment administered by the division of administration and on the electronic website accepting the electronic bids as provided in this Section. The advertisement or written notice required by this Section shall contain the name and address of the using agency and shall establish the specific date, time, and place by which the bids must be received.

D. Bid submission.

(1) Bids shall be submitted in writing in accordance with the requirements set forth in the invitation for bids or electronically through a uniform and secure electronic interactive environment.

(2) Public entities shall provide, as an additional bidding option, a uniform and secure electronic interactive system for the submission of competitive sealed bids as provided for in this Section. Any public entity providing a secure electronic interactive system shall follow the standards for the receipt of electronic bids adopted by the office of the governor, division of administration, and the office of information technology as provided for in LAC 4:XV.701. Any special condition or requirement for the submission shall be specified in the advertisement for bids required by this Section.

(3) The requirements of Paragraph (2) of this Subsection shall not apply to the following public entities:

(a) Public entities that are currently without high-speed Internet access, until high-speed Internet access becomes available.

(b) Any parish with a police jury form of government and a population of less than twenty thousand.

(c) Any city or municipality with a population of less than ten thousand.

(d) Any public entity that is unable to comply with the electronic bidding provisions of this Subsection without securing and expending additional funding.

E. Bid opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and open to public inspection.

F. Bid evaluation.

(1) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, and criteria affecting price such as life cycle or total ownership costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria shall be used in bid evaluation that are not set forth in the invitation for bids.

(2) For bids made for housing of state agencies, their personnel, operations, equipment, or activities pursuant to [R.S. 39:1643](#), the criteria for evaluation shall be included in the invitation for bids and shall include, at a minimum, the following:

(a) Location of the proposed space.

(b) Condition of the proposed space.

(c) Suitability of the proposed space for the advertiser's needs.

(d) Timeliness of availability of the proposed space.

G. Correction or withdrawal of bids. Patent errors in bids or errors in bids supported by clear and convincing evidence may be corrected, or bids may be withdrawn, if such correction or withdrawal does not prejudice other bidders, and such actions may be taken only to the extent permitted under regulations.

H. Award. The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. Award shall be made by unconditional acceptance of a bid without alteration or correction except as authorized in this Chapter.

I. Resident business **preference**. In state contracts awarded by competitive sealed bidding, resident businesses shall be **preferred** to **nonresident** businesses where there is a tie bid and where there will be no sacrifice or loss in quality.

J. Exemption.

(1) Purchases of goods manufactured by or services performed by individuals with disabilities through supported employment providers as defined in [R.S. 39:1604.4](#) shall be exempt from the provisions of this Section. This exemption shall also apply to goods and services procured directly from a central nonprofit agency contracting under [R.S. 39:1604.4](#) to assist supported employment providers.

(2) Purchases of raw materials and supplies used in the manufacturing process by the Department of Public Safety and Corrections, division of prison enterprises, with the approval of the state chief procurement officer, shall be exempt from the provisions of this Section and shall be procured through the use of written bids.

Credits

[Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Amended by Acts 2016, No. 420, § 1; Acts 2019, No. 312, § 3, eff. July 1, 2019.](#)

Editors' Notes

Relevant Additional Resources

Additional Resources listed below contain your search terms.

HISTORICAL AND STATUTORY NOTES

Source:

[Acts 1979, No. 715, § 1.](#)

[Acts 1984, No. 354, § 1.](#)

[Acts 1986, No. 291, § 1.](#)

[Acts 1991, No. 947, § 2.](#)

[Acts 1992, No. 527, § 2.](#)

[Acts 1995, No. 635, § 1.](#)

[Acts 1997, No. 121, § 2.](#)

[Acts 1997, No. 680, § 1.](#)

[Acts 2001, No. 1032, § 13.](#)

[Acts 2004, No. 433, § 1.](#)

[Acts 2014, No. 811, § 21.](#)

[R.S. 39:1594.](#)

Chapter 17, “Louisiana Procurement Code” of Subtitle III of Title 39 of the Louisiana Revised Statutes, formerly comprised of R.S. 39:1551 to 39:1758, is revised by Acts 2014, No. 864, § 2, eff. Jan. 1, 2015. Chapter 17, “Louisiana Procurement Code” of Subtitle III of Title 39, as revised by Acts 2014, No. 864, is now comprised of:

Part I consisting of Subpart A [R.S. 39:1551 to 39:1554.1], Subpart B [R.S. 39:1556], and Subpart C [R.S. 39:1557 to 39:1558];

Part II consisting of Subpart A [R.S. 39:1561], Subpart B [R.S. 39:1562 to 39:1569.1], Subpart C [R.S. 39:1571 to 39:1572], Subpart D [R.S. 39:1581], and Subpart E [R.S. 39:1586 to 39:1587];

Part III consisting of Subpart A [R.S. 39:1593 to 39:1604.7], Subpart B [R.S. 39:1605], Subpart C [R.S. 39:1606 to 39:1608], Subpart D [R.S. 39:1611 to 39:1626], Subpart E [R.S. 39:1627 to 39:1628], Subpart F [R.S. 39:1629 to 39:1629.1], Subpart G [R.S. 39:1630 to 39:1630.1], Subpart H [R.S. 39:1631 to 39:1633], Subpart I [R.S. 39:1641 to 39:1644], Subpart J [R.S. 39:1646],; and Subpart K [R.S. 39:1647 as added by Acts 2014, No. 416 and redesignated pursuant to the statutory revision authority of the Louisiana State Law Institute];

Part IV consisting of R.S. 39:1651 to 39:1658;

Part V consisting of R.S. 39:1661 to 39:1662;

Part VI consisting of Subpart A [R.S. 39:1671 to 39:1672], Subpart B [R.S. 39:1672.1 to 39:1672.4], Subpart C [R.S. 39:1673], Subpart D [R.S. 39:1676 to 39:1679], Subpart E [R.S. 39:1681 to 39:1685], Subpart F [R.S. 39:1691 to 39:1692], and Subpart G [R.S. 39:1695 to 39:1697];

Part VII consisting of Subpart A [R.S. 39:1702 to 39:1710] and Subpart B [R.S. 39:1716];

Part VIII consisting of R.S. 39:1731 to 39:1736; and

Part IX consisting of R.S. 39:1751 to 39:1755.

Section 3 of Acts 2014, No. 864, eff. Jan. 1, 2015, repeals Chapter 16, “Professional, Personal, Consulting, and Social Services Procurement” of Subtitle III of Title 39, consisting of R.S. 39:1481 to 39:1526.

The revision by Acts 2014, No. 864 retains the general subject matter of Chapter 17, while incorporating material from Chapters 16 and 17 prior to the revision. The Part structure and headings of Chapter 17 remain unchanged, but Acts 2014, No. 864 revises the internal structure of the Parts. Section 1 of Act 864 provides a conforming amendment to R.S. 36:4(B)(1)(b).

Sections 4 to 7 of Act 864 provide:

“Section 4. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which contain the name of the office of contractual review and the office of state purchasing, changed in this Act, and in all locations it deems appropriate change said references to the office of state procurement.

“Section 5. The Louisiana State Law Institute is hereby authorized and requested to review all statutes which refer to Chapter 16 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950 or Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, changed in this Act, and in all locations it deems appropriate change said references to Chapter 17 of Subtitle III of Title 39 of the Louisiana Revised Statutes of 1950.

“Section 6. Prior to January 1, 2015, the commissioner of administration shall take action necessary to implement this Act on January 1, 2015, including promulgation of necessary rules under the authority of the commissioner of administration or on behalf of the office of state procurement and the state chief procurement officer in accordance with the Administrative Procedure Act.

“Section 7. (A) Sections 1 through 5 of this Act shall become effective on January 1, 2015.

“(B) Section 6 of this Act and this Section shall become effective upon signature of this Act by the governor or, if not signed by the governor, upon expiration of the time for bills to become law without signature by the governor, as provided by [Article III, Section 18 of the Constitution of Louisiana](#). If this Act is vetoed by the governor and subsequently approved by the legislature, this Section and Section 6 of this Act shall become effective on the day following such approval.”

For the disposition of the subject matter of Chapters 16 and 17 of Subtitle III of Title 39 following the repeal and revision by [Acts 2014, No. 864](#), see disposition table, preceding [R.S. 39:1551](#).

[Acts 2014, No. 811, § 21](#), amended par. (I)(1) of R.S. 39:1594 prior to the revision of the Procurement Code provisions by [Acts 2014, No. 864, § 2](#) by substituting “individuals with severe disabilities” for “severely handicapped individuals”. Pursuant to the statutory revision authority of the Louisiana State Law Institute, in 2014, the text of Act 811 was merged into the text of par. (I)(1) as revised by Act 864.

For legislative findings and intent regarding language used to refer to persons with disabilities or exceptionalities, [preferred terminology and authority of the Louisiana State Law Institute to change terminology](#), as set forth in [Acts 2014, No. 811](#), see notes under [R.S. 39:302](#).

Relevant Notes of Decisions (2)

[View all 29](#)

Notes of Decisions listed below contain your search terms.

Construction and application

Preference for in-state vendors is exception to statutory competitive sealed bid requirements and such exceptions must be strictly construed. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts [🔑 129](#); States [🔑 98.4](#)

Resident business preference

Because **preference** statute authorizing allowance of 5% **preference** on cost to Louisiana retailer over out-of-state retailer did not apply to state procurements obtained through competitive bid process, Commissioner of Administration's decision approving award of state contract to the second lowest bidder who was located in the state, as opposed to the lowest bidder who was located out-state, was affected by an error of law and, accordingly, would be vacated. *Government Computer Sales, Inc. v. State Through Div. of Admin., Office of State Purchasing*, App. 1 Cir.1996, 673 So.2d 718, 1995-2262 (La.App. 1 Cir. 5/10/96), writ denied 679 So.2d 1349, 1996-1508 (La. 9/27/96). Public Contracts [🔑 129](#); States [🔑 98.4](#)

LSA-R.S. 39:1594, LA R.S. 39:1594

Title 15 is current through the 2020 Second Extraordinary Session. All other statutes and codes are current through the 2020 First Extraordinary Session.

End of Document

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Project Name: West 7th Street Infrastructure Rehabilitation
City and State: Hattiesburg, MS
Date and Time of Bid: 06/20/2024 @ 10:00 am

BID ABSTRACT

BIDDERS	CERT. OF RESP.#	BID SECURITY	TOTAL BID
Grady Crew Pool	03623-MC	5% Nation wide	3,780,525.50

Do we go
ahead &
recommend?

BID TAB				June 20, 2024		OPC		Grady Crawford Construction Co.	
Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St								PO Box 967	
Project No. 12220-007								Baton Rouge, LA 70821	
BASE BID									
Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$55,000.00	\$55,000.00		
202-B	Removal of Asphalt Pavement, All Depths	SY	5265	\$4.50	\$23,692.50	\$14.00	\$73,710.00		
202-B	Removal of Concrete Pavement, All Depths	SY	951	\$9.00	\$8,559.00	\$14.00	\$13,314.00		
202-B	Removal of Concrete Sidewalk	SY	1030	\$9.00	\$9,270.00	\$14.00	\$14,420.00		
202-B	Removal of Curb & Gutter, All Types	LF	3425	\$5.00	\$17,125.00	\$14.00	\$47,950.00		
202-B	Removal of Fence, All Types	LF	57	\$15.00	\$855.00	\$10.00	\$570.00		
202-B	Removal of Inlet and Junction Box, All Types & Sizes	EA	6	\$500.00	\$3,000.00	\$900.00	\$5,400.00		
202-B	Removal of Storm Sewer Manhole	EA	3	\$500.00	\$1,500.00	\$900.00	\$2,700.00		
202-B	Removal of Pipe, 8" And Above	LF	850	\$15.00	\$12,750.00	\$8.00	\$6,800.00		
202-B	Removal of Traffic Stripe	LF	140	\$2.00	\$280.00	\$7.00	\$980.00		
202-B	Removal of Traffic Stripe	SF	616	\$2.50	\$1,540.00	\$7.00	\$4,312.00		
203-A	Unclassified Excavation, LVM, AH	CY	390	\$15.00	\$5,850.00	\$12.00	\$4,680.00		
203-EX	Borrow Excavation, AH, LVM, Class B9	CY	3235	\$20.00	\$64,700.00	\$34.00	\$109,990.00		
203-G	Excess Excavation, LVM, AH	CY	1300	\$18.00	\$23,400.00	\$12.00	\$15,600.00		
211-B	Topsoil for Slope Treatment, Contractor Furnished	CY	650	\$25.00	\$16,250.00	\$45.00	\$29,250.00		
215-A	Vegetative Materials for Mulch	TON	1	\$450.00	\$450.00	\$750.00	\$750.00		
216-A	Solid Sodding	SY	2580	\$6.00	\$15,480.00	\$13.00	\$33,540.00		
219-A	Watering	KGAL	52	\$20.00	\$1,040.00	\$10.00	\$520.00		
221-A	Concrete Paved Ditch	CY	0	\$1,800.00	\$180.00	\$3,500.00	\$350.00		
226-A	Temporary Grassing	ACRE	1	\$1,500.00	\$750.00	\$3,500.00	\$1,750.00		
907-234-A	Temporary Silt Fence	LF	5000	\$5.00	\$25,000.00	\$1.00	\$5,000.00		
237-A	Wattles, 20"	LF	1200	\$7.00	\$8,400.00	\$1.00	\$1,200.00		
246-A	Sandbags	LF	225	\$10.00	\$2,250.00	\$5.00	\$1,125.00		
907-258-PP	Concrete Steps, Per Plans	EA	1	\$1,200.00	\$1,200.00	\$1,280.00	\$1,280.00		
907-258-N	Car Stop, Per Plans	EA	4	\$150.00	\$600.00	\$175.00	\$700.00		
304-A	Granular Material, LVM, Class 9, Group C	CY	50	\$20.00	\$1,000.00	\$50.00	\$2,500.00		
304-F	Size 610 Crushed Stone Base	TON	2770	\$60.00	\$166,200.00	\$90.00	\$249,300.00		
403-A	9.5mm, ST, Asphalt Pavement	TON	600	\$210.00	\$126,000.00	\$200.00	\$120,000.00		
403-A	19mm, ST, Asphalt Pavement	TON	1400	\$210.00	\$294,000.00	\$234.00	\$327,600.00		
403-B	9.5mm, ST, Asphalt Pavement, Leveling	TON	35	\$210.00	\$7,350.00	\$200.00	\$7,000.00		
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	1115	\$12.00	\$13,380.00	\$18.00	\$20,070.00		
407-A	Asphalt for Tack Coat	GAL	540	\$8.00	\$4,320.00	\$5.00	\$2,700.00		

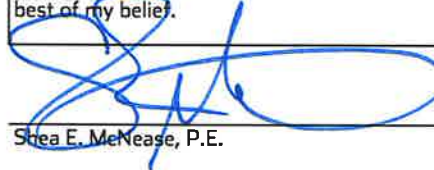
BID TAB				June 20, 2024		OPC		Grady Crawford Construction Co.	
Project:				West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St				PO Box 967	
Project No.				12220-007				Baton Rouge, LA 70821	
BASE BID									
501-A	6" Reinforced Cement Concrete Pavement, Broom Finish	SY	15	\$100.00	\$1,500.00	\$169.00	\$2,535.00		
601-B	Class "B" Structural Concrete, Minor Structures	CY	148	\$1,500.00	\$222,000.00	\$965.00	\$142,820.00		
602-A	Reinforcing Steel	LBS	14485	\$2.50	\$36,212.50	\$5.50	\$79,667.50		
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	16	\$45.00	\$720.00	\$100.00	\$1,600.00		
603-CA	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	1392	\$57.00	\$79,344.00	\$130.00	\$180,960.00		
603-CA	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	48	\$65.00	\$3,120.00	\$165.00	\$7,920.00		
603-CB	30" Reinforced Concrete Pipe End Section	EA	1	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00		
603-CE	29"x18" Reinforced Concrete Arch Pipe, Class IV, Flexible Plastic Gaskets	LF	1120	\$60.00	\$67,200.00	\$188.00	\$210,560.00		
603-CB	29"x18" Reinforced Concrete Arch Pipe End Section	EA	2	\$2,750.00	\$5,500.00	\$2,350.00	\$4,700.00		
603-PE	12" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	160	\$28.00	\$4,480.00	\$64.00	\$10,240.00		
603-PE	18" Corrugated Polyethylene Pipe, Dual Wall, (Incl. Bedding)	LF	332	\$38.00	\$12,616.00	\$73.00	\$24,236.00		
603-PP	36" Preformed Polyethylene Drainage Catch Basin, (Incl. Bedding)	EA	20	\$1,250.00	\$25,000.00	\$7,320.00	\$146,400.00		
604-A	Castings	LBS	3730	\$3.00	\$11,190.00	\$12.00	\$44,760.00		
604-B	Gratings	LBS	4950	\$3.50	\$17,325.00	\$11.00	\$54,450.00		
607-B	60" Type I, Chain Link Fence, Class 1	LF	60	\$25.00	\$1,500.00	\$50.00	\$3,000.00		
608-A	Concrete Sidewalk, Without Reinforcement	SY	1675	\$60.00	\$100,500.00	\$100.00	\$167,500.00		
907-608-C	Detectable Warning Panels	SF	175	\$45.00	\$7,875.00	\$66.00	\$11,550.00		
609-B	Concrete Curb, Header	LF	500	\$50.00	\$25,000.00	\$61.00	\$30,500.00		
609-C	Concrete Integral Curb, Type 1	LF	620	\$45.00	\$27,900.00	\$39.00	\$24,180.00		
609-D	Combination Concrete Curb and Gutter Type 1 Modified	LF	2790	\$26.00	\$72,540.00	\$70.00	\$195,300.00		
614-A	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	605	\$90.00	\$54,450.00	\$115.00	\$69,575.00		
614-A	Concrete Driveway, Without Reinforcement, 8-inch Thickness	SY	316	\$120.00	\$37,920.00	\$122.00	\$38,552.00		
613-A	Adjustment of Castings, Gratings & Utility Appurtenances	EA	5	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00		
618-A	Maintenance of Traffic	LS	1	\$95,000.00	\$95,000.00	\$125,000.00	\$125,000.00		
618-B	Additional Construction Signs	SF	10	\$10.00	\$100.00	\$90.00	\$900.00		
619-D	Remove and Reset Signs, All Sizes	EA	8	\$100.00	\$800.00	\$55.00	\$440.00		
620-A	Mobilization	LS	1	\$265,000.00	\$265,000.00	\$171,000.00	\$171,000.00		

BID TAB				June 20, 2024		OPC		Grady Crawford Construction Co.	
Project:				West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St				PO Box 967	
Project No.				12220-007				Baton Rouge, LA 70821	
BASE BID									
626-G	Thermoplastic Detail Stripe, White, 6"	LF	46	\$6.50	\$299.00	\$13.00	\$598.00		
626-G	Thermoplastic Detail Stripe, Yellow, 6"	LF	592	\$6.50	\$3,848.00	\$9.00	\$5,328.00		
626-H	Thermoplastic Legend, White (6" Equiv)	LF	2346	\$10.00	\$23,460.00	\$17.00	\$39,882.00		
626-H	Thermoplastic Legend, White	SF	134	\$15.00	\$2,010.00	\$70.00	\$9,380.00		
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	97	\$45.00	\$4,365.00	\$14.00	\$1,358.00		
630-C	Steel U-Section Posts, 2.5 lb/ft	LF	315	\$20.00	\$6,300.00	\$10.00	\$3,150.00		
699-A	Roadway Construction Stakes	LS	1	\$45,000.00	\$45,000.00	\$24,500.00	\$24,500.00		
SS1	8" Ductile Iron Sewer Pipe (0'-6') (Open Cut)	LF	40	\$60.00	\$2,400.00	\$165.00	\$6,600.00		
SS2	8" SDR 26 PVC Sewer Pipe (0'-6') (Open Cut)	LF	994	\$55.00	\$54,670.00	\$78.00	\$77,532.00		
SS3	8" SDR 26 PVC Sewer Pipe (6'- 8') (Open Cut)	LF	940	\$65.00	\$61,100.00	\$107.00	\$100,580.00		
SS4	8" SDR 26 PVC Sewer Pipe (8'- 10') (Open Cut)	LF	480	\$70.00	\$33,600.00	\$152.00	\$72,960.00		
SS5	Removal of Existing Sewer Line	LF	1445	\$3.00	\$4,335.00	\$28.00	\$40,460.00		
SS6	Abandonment of Existing Sewer Line (All Sizes)	LF	505	\$5.00	\$2,525.00	\$9.00	\$4,545.00		
SS7	Tracer Wire System for Sewer	LS	1	\$3,050.00	\$3,050.00	\$16,250.00	\$16,250.00		
SS8	48" Precast Concrete Sewer Manhole (0' - 6')	EA	5	\$4,500.00	\$22,500.00	\$5,400.00	\$27,000.00		
SS9	48" Precast Concrete Sewer Manhole (6' - 8')	EA	3	\$5,200.00	\$15,600.00	\$7,200.00	\$21,600.00		
SS10	48" Precast Concrete Sewer Manhole (8' - 10')	EA	1	\$5,950.00	\$5,950.00	\$8,100.00	\$8,100.00		
SS11	Drop Manhole Assembly (All Depths)	EA	1	\$2,500.00	\$2,500.00	\$2,150.00	\$2,150.00		
SS12	Demolition and Removal of Existing Manholes (All Types)	EA	6	\$850.00	\$5,100.00	\$925.00	\$5,550.00		
SS13	4" Sanitary Sewer Service Cleanout	EA	41	\$650.00	\$26,650.00	\$812.00	\$33,292.00		
SS14	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	560	\$35.00	\$19,600.00	\$43.00	\$24,080.00		
SS15	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings) (All Depths)	LF	1045	\$45.00	\$47,025.00	\$49.00	\$51,205.00		
SS16	8"x8"x6" PVC Service Tee	EA	38	\$350.00	\$13,300.00	\$258.00	\$9,804.00		
SS17	Existing Sewer Service Investigation	EA	3	\$200.00	\$600.00	\$450.00	\$1,350.00		
W1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	1360	\$60.00	\$81,600.00	\$95.00	\$129,200.00		
W2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	480	\$70.00	\$33,600.00	\$108.00	\$51,840.00		
W3	Tracer Wire System for Water	LS	1	\$1,500.00	\$1,500.00	\$10,500.00	\$10,500.00		
W4	Cut and Cap Existing Water Lines	EA	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00		
W5	Connection: Prop 6" to Exist 6" (Coupling & other fittings)	EA	2	\$1,200.00	\$2,400.00	\$1,530.00	\$3,060.00		
W6	Connection: Prop 8" to Prop 6" (8"x8"x6" Tee & other fittings)	EA	2	\$3,000.00	\$6,000.00	\$5,230.00	\$10,460.00		
W7	Connection: Prop 6" to Exist 8" (Hot Tap w/ Valve & other fittings)	EA	1	\$5,000.00	\$5,000.00	\$8,750.00	\$8,750.00		

BID TAB				June 20, 2024		OPC		Grady Crawford Construction Co.	
Project: West 7th Street Infrastructure Rehabilitation Between Providence St & North Main St								PO Box 967	
Project No. 12220-007								Baton Rouge, LA 70821	
BASE BID									
W8	Connection: Prop 8" to Exist 12" (Hot Tap w/ Valve & other fittings)	EA	1	\$6,500.00	\$6,500.00	\$12,750.00	\$12,750.00		
W9	6" Gate Valve	EA	1	\$2,100.00	\$2,100.00	\$1,950.00	\$1,950.00		
W10	8" Gate Valve	EA	1	\$2,800.00	\$2,800.00	\$2,950.00	\$2,950.00		
W11	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	EA	1	\$6,500.00	\$6,500.00	\$8,150.00	\$8,150.00		
W12	Removal of Existing Fire Hydrant	EA	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00		
W13	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	26	\$550.00	\$14,300.00	\$670.00	\$17,420.00		
W14	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	EA	1	\$1,500.00	\$1,500.00	\$2,340.00	\$2,340.00		
W15	Residential Service Tubing (Open Cut) (All Sizes)	LF	660	\$8.00	\$5,280.00	\$20.00	\$13,200.00		
W16	Commercial Service Tubing (Open Cut) (All Sizes)	LF	40	\$12.00	\$480.00	\$28.00	\$1,120.00		
W17	Remove and Reset Water Meter	EA	25	\$1,000.00	\$25,000.00	\$165.00	\$4,125.00		
Bid Total:					\$2,648,511.00		\$3,780,525.50		

***Comments: mathematical correction**

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 20, 2024, and that said tabulation is true and correct to the best of my belief.


Shea E. McNease, P.E.



Engineering Progress

August 6, 2024

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

Attn: Marybeth Bergin, P.E.

**Re: West 7th Infrastructure Rehabilitation Between Providence St. & North Main St.
City of Hattiesburg, MS**

Dear Marybeth:

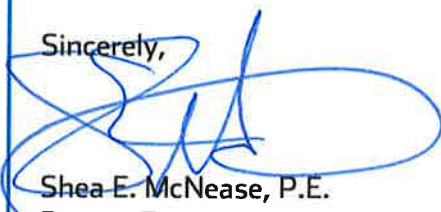
I have certified the enclosed bid tabulation which represents all bids that were received and opened at 10:00 a.m. on June 20, 2024 for the above referenced project.

I am recommending Grady Crawford Construction Company, Inc. of Baton Rouge, LA in the bid amount of Three Million, Seven Hundred Eighty Thousand, Five Hundred Twenty-Five Dollars and Fifty Cents (\$3,780,525.50).

Enclosed is a copy of the original bid from Grady Crawford Construction Company, Inc.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/lr



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Kermas Eaton, City Clerk

cc:

Date: Tuesday, August 20, 2024

Re: Approve a Commercial Lease Agreement between Edwards Property Management, the City of Hattiesburg and the Lamar County Board of Supervisors for a term beginning September 1, 2024, through August 31, 2025; approve payment of invoice by manual check and authorize the Mayor to execute the same.
File Number: 2024-402
Minute Book #

Summary

Renewal of the lease agreement between the COH and Edwards Property Management. (DMV Site)

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this “**Lease**”) is entered into as of the 1st day of September, 2024 (the “**Effective Date**”) by and between Edwards Property Management, LLC, a Mississippi limited liability company (“**Landlord**”), and The City of Hattiesburg, Mississippi and Lamar County, Mississippi, by and through the Lamar County Board of Supervisors, (collectively, “**Tenant**”). Landlord and Tenant are sometimes each referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Landlord is the current owner of that certain real property located at 163 Turtle Creek Drive, Suite #80, Hattiesburg, Mississippi 39042, more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Land**” and together with the Improvements (as defined below), the “**Premises**”).

B. Pursuant to that certain Commercial Lease Agreement between Palm Property and Development, LLC, a Mississippi limited liability company (“**Original Landlord**”) and Tenant dated August 1, 2014 (the “**Original Lease**”), Original Landlord leased the Premises to Tenant.

C. The term of the Original Lease will expire effective August 31, 2024 and it is the intent of the Parties that in lieu of extending the term of the Original Lease, this Lease shall take effect upon the expiration of the Original Lease and shall be in full force and effect from that date forward.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

ARTICLE 1

LEASE OF PROPERTY; USE; INSURANCE

1.1 **Property Leased.** Landlord, in consideration of the rents, covenants, agreements and conditions herein set forth, hereby leases to Tenant, and Tenant hereby rents and leases from Landlord, the Premises. As used in this Lease, the “**Improvements**” means the building constructed on, and all other improvements to, the Land.

1.2 **Acceptance of Premises.** **TENANT HAS EXAMINED THE PREMISES PRIOR TO ITS EXECUTION OF THIS LEASE, AND IS TAKING POSSESSION OF THE PREMISES IN ITS CURRENT AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS.** Landlord is not required to make any improvements or repairs to the Premises. Neither Landlord nor any party on behalf of Landlord, has made any warranties or representations as to the condition or repair of the Premises, or its suitability for Tenant’s intended use.

1.3 **Use of Premises.** Tenant shall use the leased premises solely for the purpose of operating a Mississippi driver’s license renewal station and operations incident thereto. Tenant shall, during the Lease Term, use the Premises only for lawful purposes. Tenant shall comply with all laws, ordinances, and reasonable rules and regulations which Landlord may, from time to time, make for the management, safety, care, and cleanliness of the Premises and adjacent premises (although Landlord shall have no obligation to make rules or regulations). Tenant shall be under the obligation to exercise due care for the management, safety, care, and cleanliness of the Premises and shall keep the Common Areas (as defined below) free of debris from Tenant’s operation or use. Tenant shall not commit or suffer to be committed any waste on the Premises or the Common Areas or any nuisance or other act or omission that may disturb the quiet enjoyment of any other tenant in the building in which the Premises is located.

1.4 Control of Common Areas by Landlord. All parking areas, driveways, entrances, exits, landscaped areas, services areas, and other areas on or adjacent to the Premises provided by Landlord for the general use, in common, of Tenant, its agents, employees, and invitees, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right (but not the obligation), from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Section 1.4 (collectively, the “**Common Areas**”). Landlord may construct, maintain, and operate lighting facilities and other improvements in the Common Areas; change the area, location, and arrangement of parking areas in the Common Areas; restrict parking by Tenant and its agents, employees, and invitees in the Common Areas; and do and perform such other acts in the Common Areas as Landlord determines to be necessary, convenient, or advisable, in Landlord’s sole discretion.

1.5 Rights Reserved by Landlord.

(a) **Landlord Access.** Landlord and its authorized representatives may at all reasonable times and upon reasonable notice to Tenant (which may be sent by email) enter the Premises to: (i) inspect the Premises; (ii) show the Premises to prospective purchasers, mortgagees, and, within the last 12 months of the Term, tenants; (iii) post notices of non-responsibility or other protective notices available under any applicable laws, regulations, statutes, or ordinances; or (iv) exercise Landlord’s rights under this Lease. Landlord may in the event of any emergency enter the Premises without prior notice to Tenant. Landlord’s entry into the Premises pursuant to this Section 1.5(a) is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises.

(b) **TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT RESPONSIBLE FOR THE SECURITY OF PERSONS OR PROPERTY ON OR ABOUT THE PREMISES AND THAT LANDLORD IS NOT AND WILL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY CRIMINAL ACTIVITY OR ANY BREACH OF SECURITY ON OR ABOUT THE PREMISES.**

1.6 Insurance Coverage. Tenant shall, during the Term, keep in full force and effect:

(a) a general liability insurance policy with respect to the Premises and the business operated by Tenant in the Premises, with limits not less than \$1,000,000 per person and \$1,000,000 per accident and in which the property damage liability shall not be less than \$1,000,000; and

(b) at Tenants’ discretion, a property damage insurance policy providing coverage for loss of Tenant’s property on the Premises.

1.7 Required Insurance Terms. Tenant shall cause all insurance policies to name Landlord as an additional insured and to contain a clause that the insurer will not cancel or change the insurance without first providing the Landlord at least ten (10) days’ prior written notice. On an annual basis, Tenant shall provide Landlord with a copy of the insurance policy and proof of premium payment or a certificate by the insurance company that the policy is in force and its duration. If Tenant fails to obtain, maintain, or pay for the insurance coverage required by this Lease, Landlord may, but shall not be required to, obtain, maintain, or pay for the insurance coverage, and in such event, Tenant shall promptly reimburse Landlord as Additional Rent for all costs of obtaining and maintaining the insurance coverage purchased by Landlord. For the avoidance of doubt, Tenant is not entitled to a cure period prior to Landlord obtaining the insurance coverage required under this Lease as a result of Tenant’s failure to obtain, maintain, or pay for the insurance coverage.

ARTICLE 2

TERM OF LEASE

2.1 **Term.** The term of this Lease will be for period of ten (10) years beginning on the Effective Date and ending at 11:59 P.M. on August 31, 2034 (the “**Term**” or the “**Lease Term**”).

ARTICLE 3

RENT

3.1 **Lease Year Defined.** “**Lease Year**” means each consecutive period of twelve (12) full calendar months, following the Effective Date. If the Effective Date is a date other than the first day of a calendar month, the first Lease Year shall include that fractional portion of the calendar month in which the Effective Date occurs and the first full twelve (12) months thereafter, and the last Lease Year shall end on the expiration or earlier termination of this Lease.

3.2 **Base Rent.** Commencing on the Effective Date, Tenant shall pay to Landlord, without recoupment, setoff, deduction, notice, or demand of any kind, for the use and occupancy of the Premises, the monthly rental amount of Two Thousand Four Hundred and No/100 Dollars (\$2,400.00) (“**Base Rent**”), payable in monthly installments in advance on the first (1st) day of each and every month during the Term.

3.3 **Additional Rent and Rent Defined.** The term “**Additional Rent**” means all amounts required to be paid by Tenant under the terms of this Lease other than Base Rent. The term “**Rent**” means Base Rent and Additional Rent. Tenants City of Hattiesburg, Mississippi and Lamar County, Mississippi shall each pay fifty percent (50%) of all Rent due and owing under this Lease.

3.4 **Payment of Rent.** If the Effective Date or termination or expiration date of this Lease is other than the first (1st) day of a month, Tenant shall be required to pay a pro rata portion of the monthly installment of Base Rent for any partial month. Additional Rent shall be paid as herein set forth. Upon Landlord’s request, Tenant shall establish arrangements pursuant to which payments of the Base Rent and Additional Rent are transferred by Automated Clearing House Debit initiated by Tenant directly from an account at a U.S. bank in the name of Tenant to such account as Landlord may designate or as Landlord may otherwise designate.

3.5 **No Abatement.** Except as otherwise expressly provided in this Lease, no happening, event, occurrence, or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to an abatement of Rent.

3.6 **Late Charge; Default Interest.** If any installment of Rent is not paid when due, Tenant shall also pay to Landlord on demand, as Additional Rent: (a) a late charge equal to three percent (3%) of the amount of such overdue payment for the purpose of defraying Landlord’s administrative expenses plus (b) interest on such overdue payment computed at the rate of ten percent (10%) per annum (the “**Default Rate**”), which interest will accrue beginning on the date the payment was due. If Landlord receives from Tenant any checks for which there is non-sufficient funds, Tenant shall pay to Landlord the sum of Fifty and No/100 Dollars (\$50.00) for each dishonored check. If Tenant fails in any two (2) consecutive months or any two (2) months during the same calendar year to make payments of Rent on or before the tenth (10th) day after the date due, Landlord may require that Tenant pay all future Rent payments on or before the due date by cash, cashier’s check, or money order.

3.7 **Security Deposit.** On or before the Effective Date, Tenant shall deliver to Landlord the amount of Two Thousand Eight Hundred Thirty-Eight and No/100 Dollars (\$2,838.00) (the “**Security Deposit**”) to secure Tenant’s performance of its obligations under this Lease. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return to Tenant, no later than thirty (30) days after the expiration or termination of this Lease, the balance of the Security Deposit remaining after applying the Security Deposit to any unpaid Rent, damage to the Premises, and any other then-outstanding obligations of Tenant.

3.8 **Rent Adjustment.** On the first (1st) anniversary of the Effective Date and on each anniversary thereafter throughout the Term (each an “**Adjustment Date**”), Base Rent will be increased to an amount equal to Base Rent in effect on the applicable Adjustment Date increased by three percent (3%). If any Adjustment Date occurs on a day other than the first (1st) day of the month, Base Rent provided for such period will be prorated, and Tenant shall pay the prorated amount with the Rent on the immediately following first (1st) day of the month.

ARTICLE 4

TAXES, EXPENSES, UTILITIES, NET LEASE

4.1 **Real Estate Taxes and Assessments.** Landlord shall be responsible for payment to each taxing authority of all real estate taxes and assessments in connection with the Premises. The term “**real estate taxes and assessments**” as used in this Section 4.1 means all taxes and assessments of any nature imposed upon or levied against the Premises excluding any fixtures, furnishings, equipment, and all other personal property belonging to Tenant and placed on the Premises by Tenant. Tenant shall pay as Additional Rent an amount equal to eleven percent (11%) of the real estate taxes and assessments levied against and paid by Landlord. Upon the Effective Date such Additional Rent is agreed to be equal to Three Hundred Forty-One and No/100 Dollars (\$341.00). Landlord shall calculate and deliver to Tenant in writing in compliance with Article 11 of this Lease the Additional Rent to be charged under this subsection on or before August 31st of each year, which shall be charged and paid for twelve months beginning with each anniversary of the Effective Date.

4.2 **Personal Property and Other Taxes.** Tenant shall pay, prior to delinquency, all taxes, if any, levied upon fixtures, furnishings, equipment, and all other personal property belonging to Tenant and placed on the Premises by Tenant. Tenant shall cause all of such personal property of Tenant to be taxed separately from Landlord’s property. In addition, Tenant shall pay all franchise, excise, sales, use, transaction, privilege, or other taxes or levies, however denominated, imposed on Tenant each year.

4.3 **Utilities.** Tenant shall be responsible, at Tenant’s sole cost and expense, for obtaining, connecting, installing, repairing, and maintaining all final utility connections, including primary/secondary electric power, final phone and cable service, and shall pay all charges and connection fees for water, heat, gas, electricity, cable, trash disposal, sewers, telephone, and other communication services, and any and all other utilities and similar services rendered or supplied to the Premises, and all water rents, sewer service charges, water and sewer tap fees, meter fees, impact fees, or other similar charges levied or charged against, or in connection with, the Premises.

4.4 **Property Insurance Assessment.** Tenant shall pay as Additional Rent an amount equal to eleven percent (11%) of the property and casualty insurance paid by Landlord for coverage of the Premises and Common Areas. Upon the Effective Date such Additional Rent is agreed to be equal to Ninety-Eight and No/100 Dollars (\$98.00). Landlord shall calculate and deliver to Tenant in writing in compliance with Article 11 of this Lease the Additional Rent to be charged under this subsection on or

before August 31st of each year, which shall be charged and paid for twelve months beginning with each anniversary of the Effective Date.

4.5 **Other Expenses – Triple Net Lease.** Except as otherwise specifically set forth herein, it is the purpose and intent of Landlord and Tenant that the Rent payable under this Lease shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and provided in Article 3, and that except as otherwise specifically set forth herein, Tenant shall pay all costs, charges, and expenses of every kind and nature whatsoever against the Premises, including, without limitation, the cost of common area maintenance, that may arise or become due during the Term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord.

ARTICLE 5

IMPROVEMENTS

5.1 **Alterations.** At any time, and from time to time during the Term, Tenant may perform such alteration, renovation, repair, refurbishment, and other work with regard to any Improvements as Tenant may elect, provided that Tenant obtains Landlord's prior written approval with respect to any material exterior or structural improvements, including, without limitation, any material expansion of existing improvements, construction of new buildings on the Land, or other conversion of parking areas on the Land to income-producing property, which approval may be withheld in Landlord's sole and absolute discretion.

5.2 **Construction Standards and Liens.**

(a) **Standards.** Any alteration, renovation, repair, refurbishment, or other work with regard thereto shall be performed, in accordance with the following standards:

(1) All such construction or work shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(2) All such construction or work shall be done in compliance with all applicable deed restrictions and covenants, plats, building codes, ordinances and other laws or regulations of governmental authorities or quasi-governmental authorities having jurisdiction over the Premises.

(3) No construction or work shall be commenced until all licenses, permits, and authorizations required of all governmental authorities or quasi-governmental authorities having jurisdiction over the Premises are obtained.

(4) Tenant shall have obtained and shall maintain in force and effect sufficient insurance relevant to the construction work to be performed and shall provide copies of such policies to Landlord.

(5) After commencement, such construction or work shall be prosecuted with due diligence to its completion.

(b) **Mechanic's and Materialmen's Liens.** Tenant shall have no right, authority, or power to bind Landlord or any interest of Landlord in the Premises for any claim for labor or for material or for any other charge or expense incurred in constructing any Improvements or

performing any alteration, renovation, repair, refurbishment, or other work with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials, or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in the construction, erection, or operation of any such Improvements. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of court of competent jurisdiction, or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in Landlord's reasonable discretion, is deposited with Landlord or with the court having jurisdiction over such matter, or a bond is deposited with an escrow agent designated by Landlord, and such lien is released from the Premises no later than thirty (30) days after the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged on or before the thirtieth (30th) day after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be Additional Rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

5.3 Tenant's Equipment.

(a) The term "**Tenant's Equipment**" means all trade fixtures and personal property, including, without limitation, furnishings, furniture, equipment, sign faces, cabling, tubing, pneumatic tubing, safes, halon systems, security systems, communications equipment, and other equipment or property useful to Tenant in its operations, for use in connection with the conduct of Tenant's business regardless of the manner in which they are installed.

(b) Tenant's Equipment shall be solely the property of Tenant. Upon the expiration or sooner termination of the Term, Tenant shall have the right, but not the obligation, to remove all Tenant's Equipment from the Premises; provided, however, that Tenant shall repair any damage caused by such removal. If Tenant fails to remove all Tenant's Equipment on or before the tenth (10th) day after the expiration or sooner termination of the Term, all of Tenant's Equipment remaining on the Premises shall become the property of Landlord without any credit or compensation to Tenant. Tenant's obligations under this Section 5.3 shall survive the expiration or termination of this Lease and the Term.

5.4 Signage. Tenant may install signage on the Premises, subject to Landlord's prior written approval, not to be unreasonably withheld. Tenant shall maintain such signage in good condition and repair at all times. Tenant shall remove all signage upon expiration or termination of this Lease.

ARTICLE 6

SUBROGATION, INDEMNITY, AND WAIVER OF LIABILITY

6.1 Waiver of Subrogation and Acknowledgement. TENANT, ON BEHALF OF ALL TENANT PARTIES (AS DEFINED BELOW), HEREBY RELEASES THE LANDLORD PARTIES (AS DEFINED BELOW) FROM ANY CLAIMS OR ACTIONS FOR DAMAGE TO ANY PERSON, PROPERTY, OR THE PREMISES, INCLUDING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THOSE ARISING OUT OF OR RESULTING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE, BUT NOT THE WILLFUL MISCONDUCT OF ANY OF THE LANDLORD PARTIES. TENANT COVENANTS AND AGREES THAT NO INSURER SHALL HOLD ANY RIGHT OF SUBROGATION AGAINST ANY LANDLORD PARTY WITH RESPECT TO ANY SUCH DAMAGE OR LOSS. TENANT SHALL CAUSE EACH INSURANCE POLICY

OBTAINED BY IT TO PROVIDE THAT THE INSURANCE COMPANY WAIVES ALL RIGHTS OF RECOVERY BY WAY OF SUBROGATION AGAINST THE LANDLORD PARTIES IN CONNECTION WITH ANY DAMAGE OR LIABILITY COVERED BY ANY SUCH POLICY. TENANT HEREBY FULLY AND UNCONDITIONALLY ACKNOWLEDGES AND AGREES THAT, NEITHER LANDLORD NOR ANY OF THE OTHER LANDLORD PARTIES OWES ANY DUTY OF ANY KIND OR NATURE TO TENANT, THE TENANT PARTIES, OR ANYONE ON THE PREMISES AT ANY TIME WITH RESPECT TO THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF SAME OR ANY OPERATIONS THEREON, ALL OF WHICH ARE TENANT'S SOLE RESPONSIBILITY.

6.2 Indemnity.

(a) For purpose of this Article 6: (i) the term “**Tenant Parties**” means Tenant, Tenant’s representatives, agents, employees, officers, owners, contractors, customers, invitees, subtenants, assignees, licensees, concessionaires, guests, affiliates, successors or assigns, and all persons and entities claiming through any of these persons or entities; (ii) the term “**Landlord Parties**” means Landlord, Landlord’s lender(s), and their respective representatives, agents, employees, officers, owners, contractors, invitees, guests, affiliates, successors or assigns; (iii) the term “**indemnify**” means indemnify, defend (with counsel reasonably acceptable to Landlord) and hold free and harmless for, from and against; (iv) the term “**claims**” means all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, disbursements, charges, assessments, and expenses (including reasonable attorneys’ and experts’ fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding); and (v) the term “**waives**” means that the Tenant Parties waive and knowingly and voluntarily assume the risk of whatever the Tenant Parties are waiving.

(b) EXCEPT IF CAUSED BY THE WILLFUL MISCONDUCT OF LANDLORD OR ANY OTHER LANDLORD PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LANDLORD NOR ANY OTHER LANDLORD PARTY SHALL BE LIABLE TO TENANT, ANY TENANT PARTY, OR TO ANY OTHER PERSON WHOMSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY ON OR ABOUT THE PREMISES; AND TENANT, ON BEHALF OF ALL TENANT PARTIES, AGREES TO JOINTLY AND SEVERALLY INDEMNIFY AND DEFEND LANDLORD AND THE LANDLORD PARTIES AND HOLD THE LANDLORD AND THE LANDLORD PARTIES HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, LIABILITY, EXPENSE, OR FEES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS’ FEES) ARISING OUT OF SUCH DAMAGE OR INJURY OR ON ACCOUNT OF ANY OCCURRENCE IN, UPON, OR AT THE PREMISES, OR RESULTING FROM THE OCCUPANCY OR USE THEREOF BY TENANT OR ANY TENANT PARTY OR BY REASON OF THE USE OR MISUSE BY TENANT OR ANY SUCH PERSON OF THE PARKING AREA OR RESULTING FROM ANY BREACH OF THIS LEASE BY TENANT, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF A LANDLORD PARTY; AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT, ON BEHALF OF ALL TENANT PARTIES, FURTHER COVENANTS AND AGREES TO JOINTLY AND SEVERALLY INDEMNIFY, DEFEND, AND HOLD THE LANDLORD PARTIES HARMLESS FROM AND AGAINST ANY PENALTY, DAMAGE, OR CHARGE INCURRED OR IMPOSED BY REASON OF ANY VIOLATION OF LAW BY TENANT. IN THE EVENT OF ANY ACTION OR CLAIM AGAINST WHICH ANY OF THE LANDLORD PARTIES ARE ENTITLED TO INDEMNIFICATION UNDER THIS LEASE, TENANT SHALL PROMPTLY NOTIFY LANDLORD OF THE SAME AND SHALL FURNISH LANDLORD WITH ALL RELEVANT INFORMATION CONCERNING SUCH ACTION OR CLAIM, AND LANDLORD SHALL BE ENTITLED, AT TENANTS’ EXPENSE, TO PARTICIPATE IN, AND TO THE EXTENT THAT LANDLORD WISHES, TO ASSUME THE DEFENSE THEREOF. THE INDEMNITIES CONTAINED IN THIS SECTION SHALL BE APPLICABLE TO ANY PERIOD OF OCCUPANCY BY THE TENANT REGARDLESS OF WHETHER SAME WAS BEFORE, IS DURING, OR AFTER THE TERM OF THIS LEASE.

6.3 **Waiver of Liability.** EXCEPT WITH RESPECT TO INJURY TO THIRD PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OF LANDLORD OR ANY OTHER LANDLORD PARTY OR ANY BUSINESS INTERRUPTION OR LOSS OF USE OF THE PREMISES SUFFERED BY TENANT TO THE EXTENT DUE TO A BREACH OF THIS LEASE BY LANDLORD, TO THE FULLEST EXTENT PERMITTED BY LAW, TENANT, ON BEHALF OF ALL TENANT PARTIES, WAIVES ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO ANY ALLEGED OR ACTUAL NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OF THE LANDLORD PARTIES, AGAINST LANDLORD PARTIES ARISING FROM THE FOLLOWING: (A) ANY PERSONAL INJURY, BODILY INJURY, OR PROPERTY DAMAGE OCCURRING IN OR AT THE PREMISES; (B) ANY LOSS OF OR DAMAGE TO PROPERTY OF A TENANT PARTY LOCATED ON THE PREMISES BY THEFT OR OTHERWISE; (C) ANY PERSONAL INJURY, BODILY INJURY, OR PROPERTY DAMAGE TO ANY TENANT PARTY CAUSED BY THE PUBLIC OR BY THE CONSTRUCTION OF ANY PRIVATE, PUBLIC, OR QUASI-PUBLIC WORK OCCURRING ON THE PREMISES; (D) ANY INTERRUPTION OR STOPPAGE OF ANY UTILITY SERVICE OR FOR ANY DAMAGE TO PERSONS OR PROPERTY RESULTING FROM SUCH STOPPAGE; (E) BUSINESS INTERRUPTION OR LOSS

OF USE OF THE PREMISES SUFFERED BY TENANT OR ANY TENANT PARTY; OR (F) ANY BODILY INJURY TO AN EMPLOYEE OF A TENANT PARTY ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT OF THE EMPLOYEE.

The provisions of this Article 6 will survive the termination or expiration of this Lease.

ARTICLE 7

CASUALTY

7.1 **Obligation to Repair.** In the event of damage or destruction of the Premises during the Lease Term, subject to Section 7.2 below, Tenant shall commence to make said repairs no later than sixty (60) days after the occurrence of such damage and complete the restoration and repairs necessary to put the Premises in the condition same were in prior to the damage or destruction no later than two hundred seventy (270) days after the date of the damage or destruction. Pre-construction activities such as engagement of design and planning services will constitute commencement of repairs. No such damage or destruction shall annul or void this Lease or entitle Tenant to an abatement of Rent.

7.2 **Application of Insurance Proceeds.** Any and all fire or other insurance proceeds that become payable at any time during the Term because of damage to or destruction of any Improvements shall be applied toward the cost of repairing and restoring the damaged or destroyed Improvements in the manner required by this Article 7.

ARTICLE 8

CONDEMNATION

8.1 **Total Taking.** If the entire Premises is taken (which term, as used in this Article 8, includes any conveyance in avoidance or settlement or in lieu of eminent domain, condemnation, or other similar proceedings) or if any part of the Premises is so taken, which taking renders the Premises unsuitable for the business of Tenant, in Tenant's reasonable discretion, by any governmental or quasi-governmental authority having jurisdiction over the Premises, corporation, or other entity under the right of eminent domain, condemnation, or similar right, then this Lease will terminate as of the date of taking possession by the condemning authority, and the award therefor will be distributed as follows: (a) first, to the payment of all reasonable fees and expenses incurred by Landlord in collecting the award; and (b) second, the balance of the award shall be equitably apportioned between Landlord and Tenant based on the then-respective fair market values of Landlord's interest in the Premises (appraised by reference to all relevant factors including the income stream derivable by Landlord under this Lease and the then-present value of Landlord's reversionary interest in the entire Premises after expiration of the Term) and Tenant's interest in the Premises (appraised by reference to all relevant factors). Such values shall be those determined in the proceeding relating to such taking or, if no separate determination of the values is made in such proceeding, those determined by agreement between Landlord and Tenant. If such agreement cannot be reached, each Party shall select an MAI appraiser, and if such appraisers cannot reach such agreement, those appraisers shall select a third MAI appraiser whose decision regarding such determination shall be final.

8.2 **Partial Taking.** If a portion of the Premises is taken by any governmental or quasi-governmental authority having jurisdiction over the Premises, corporation, or other entity under the right of eminent domain, condemnation, or similar right that is not extensive enough to render the Premises unsuitable for the business of the Tenant (to be determined by Tenant in its reasonable judgment), then this Lease nevertheless will continue in effect as to the Premises, or the remainder thereof, as the case may be. In the event of a partial taking where this Lease is not terminated, the Base Rent payable during the remainder of the Term after taking of possession by the condemning authority will be equitably

adjusted. Such equitable adjustment will be determined by taking into account any decreases in revenues during the 12-month period immediately after the public work or other project for which the taking was made is completed as compared to the 12-month period immediately prior to the taking.

8.3 Award on Partial Taking. In the event of a partial taking where this Lease is not terminated, and as a result thereof Tenant will need to restore, repair, or refurbish the remainder of the Premises in order to put them in a usable condition, then (a) the award shall first be paid to Tenant for payment of such restoration, repair, and refurbishment in accordance with the construction standards outline in Section 5.2(a) after first deducting all reasonable fees and expenses in collecting the award; and (b) the remainder shall be paid to Landlord. If a portion of the Premises is taken and no repair or restoration work is required because thereof, the award therefor shall be paid to Landlord.

8.4 Temporary Taking. If the whole or any portion of the Premises is taken for temporary use or occupancy, the Term shall not be reduced or affected, and Tenant shall continue to pay the Rent in full. Except to the extent Tenant is prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall continue to perform and observe all of the other covenants, agreements, terms, and provisions of this Lease. In the event of any temporary taking, Tenant shall be entitled to receive the entire amount of any award therefor unless the period of temporary use or occupancy shall extend beyond the expiration of the Term, in which case such award, after payment to Landlord therefrom for the estimated cost of restoration of the Premises to the extent that any such award is intended to compensate for damage to the Premises, shall be apportioned between Landlord and Tenant as of the day of expiration of the Term in the same ratio that the part of the entire period for such compensation is made falling before the day of expiration and that part falling after, bear to such entire period.

8.5 Notice of Taking, Cooperation. Landlord and Tenant shall promptly notify the other of the commencement of any eminent domain, condemnation, or other similar proceedings with regard to the Premises. Landlord and Tenant covenant and agree to cooperate in any condemnation, eminent domain, or similar proceeding in order to maximize the total award receivable in respect thereof. Any termination of this Lease pursuant to this Article 8 shall not affect the rights of Landlord and Tenant to any such award.

ARTICLE 9

ASSIGNMENT AND SUBLETTING

9.1 Tenant's Right to Assign or Sublease. Tenant shall not complete or otherwise permit a Transfer (defined below) without the prior written consent of Landlord which may not be unreasonably withheld. If Tenant proposes any Transfer, Tenant shall notify Landlord in writing no later than thirty (30) days before the date on which the Transfer is to be effective and furnish Landlord with such information as Landlord may reasonably require. A “**Transfer**” includes: (a) any assignment of this Lease or any interest herein; (b) any sublet of the Premises or any part thereof; (c) any grant of a license, concession, or other right of occupancy of any portion of the Premises; (d) if Tenant is a corporation, partnership, limited liability company, or other legal entity whose capital shares or other units of beneficial interest are not listed on a recognized security exchange or over-the-counter market, and if at any time during the Term, the sale or other transfer of over fifty percent (50%) of the outstanding voting rights of Tenant, the outstanding ownership interests of Tenant, or both at the time of execution of this Lease (except as the result of transfers by devise or descent); and (e) any assignment for the benefit of creditors. Notwithstanding any Transfer, the original Tenant, any subsequent assignee, and any guarantor under this Lease will at all times remain fully, jointly and severally, responsible and liable under this Lease.

9.2 **Consent.** If Landlord consents to a Transfer: (a) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (b) Tenant shall remain fully liable for all obligations under this Lease, including without limitation, those obligations arising before and after the Transfer, and any assignee shall expressly assume all of Tenant's obligations, (c) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (d) Tenant shall deliver to Landlord promptly after execution, an executed copy of all material documentation pertaining to the Transfer in form reasonably acceptable to Landlord.

9.3 **Subleases.** Any sublease under this Lease shall be subordinate and subject to the provisions of this Lease, and if this Lease is terminated during the term of any sublease, Landlord shall have the right to: (a) treat such sublease as cancelled and repossess the Premises by any lawful means, or (b) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease.

ARTICLE 10

DEFAULTS AND REMEDIES

10.1 **Tenant's Default.** Each of the following shall be deemed a "**Tenant's Default**" or an "**Event of Default**" by Tenant hereunder and a material breach of this Lease:

(a) the failure of Tenant to pay any installment of Base Rent or Additional Rent when due or to fully replenish any deficiency in the Security Deposit; provided, however that Landlord shall, prior to exercising any remedies for nonpayment set forth herein, provide Tenant with written notice of nonpayment and Tenant will not be in default if it cures such nonpayment on or before the tenth (10th) day after receipt of such notice;

(b) the failure of Tenant to pay any impositions or other monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable including, but not limited to, taxes, insurance premiums, utility payments, maintenance obligations, and association assessments, together with all other sums Tenant is obligated to pay under this Lease (including, without limitation, Tenant's share of common area maintenance);

(c) the failure to obtain and carry at all times insurance as required under this Lease;

(d) the failure of Tenant to perform any non-monetary obligation contained in this Lease which failure shall continue for thirty (30) days after notice thereof from Landlord to Tenant; provided, however that if Landlord gives notice of any non-monetary default which by its nature cannot be cured within the 30-day period, then such period shall be extended for such reasonable time as may be approved by Landlord for curing such non-monetary default, so long as Tenant continues to diligently prosecute to completion the curing of the non-monetary default, which in no event shall exceed one hundred twenty (120) days unless specifically agreed to in writing by Landlord;

(e) the filing of a petition or the commencement of proceedings under any federal or state bankruptcy law by or against Tenant or any guarantor of this Lease, and if against Tenant or any guarantor, said proceedings shall not be dismissed on or before the thirtieth (30th) day after commencement thereof;

(f) the adjudication of insolvency, the making of a general assignment for the benefit of creditors, or the entering into of an arrangement with creditors by Tenant or any guarantor of this Lease;

(g) the levy of a writ of attachment or execution on the leasehold estate hereby created that materially and adversely affects Tenant's ability to perform its duties and obligations under this Lease and that is not released or satisfied on or before the thirtieth (30th) day thereafter;

(h) the appointment of a receiver in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant or the property of any guarantor of this Lease, which appointment is not discharged on or before the thirtieth (30th) day thereafter; and

(i) any other stated default of the Tenant in this Lease.

10.2 Landlord's Remedies. If a Tenant's Default occurs, Landlord may, at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to Landlord at law or in equity (Landlord's rights being cumulative), do any one or all of the following:

(a) re-enter the Premises and remove all persons and property therefrom, using all reasonable force necessary so to do without liability to any person for damages sustained by reason of such removal;

(b) lock the doors to the Premises and exclude Tenant therefrom;

(c) retain or take possession of any property belonging to Tenant upon the Premises pursuant to Landlord's statutory landlord lien or other security interest. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, in accordance with applicable law, without liability to any person for damages sustained by reason of such removal or storage;

(d) draw on the Security Deposit for the payment of Rent or any other sum as to which Tenant is in default, or any sum which Landlord may expend or may be required to expend by reason of any Event of Default in respect of any of the terms, covenants, or conditions of this Lease. If Landlord draws on the Security Deposit, Tenant shall fully replenish the Security Deposit by the amount Landlord withdrew therefrom no later than ten (10) days after receiving written notice from Landlord;

(e) render such performance required of Tenant, other than the payment of rent, and charge all costs and expenses incurred in connection therewith to Tenant, which amounts so charged, together with interest thereon at the Default Rate, shall be due and payable immediately from Tenant to Landlord upon demand;

(f) terminate this Lease by written notice to Tenant. In the event of such termination, Tenant shall immediately surrender possession of the Premises. If Landlord terminates this Lease, Tenant shall have no further interest in this Lease or in the Premises, and Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's breach, including but not limited to the reasonable cost of recovering the Premises, reasonable attorneys' fees and costs, and, to fullest extent allowed by applicable law, the present value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then-reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord upon demand such present value being calculated using a discount rate equal to the yield to maturity as of the date of termination on the 20-Year United

States Treasury Note having a maturity date closest to the then-scheduled expiration date of the Term, not including any unexercised renewal options;

(g) without termination of this Lease, bring an action or actions to recover from Tenant all rent and other sums and charges reserved under this Lease and damages as the same accrue from time to time; and

(h) without termination of this Lease, attempt to re-let the Premises or any part thereof, for the account of Tenant, for such term (which may be for a term extending beyond the Lease Term) and at such rental and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make reasonable alterations and repairs to the Premises the expenses of which shall constitute an indebtedness from Tenant to Landlord, immediately payable. In the event of such re-letting, the rents received by Landlord from such re-letting shall be applied first, to the payment of any and all costs and expenses of such re-letting and of such alterations and repairs; second, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If the rents received from such re-letting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. In no event shall Tenant be entitled to any excess rental obtained by reletting over and above the Rent herein reserved. Actions to collect amount due by Tenant as provided in this Section 10.2 may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until the expiration of the Term. Notwithstanding any such re-letting without termination, Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach.

10.3 Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Landlord against Tenant of any sums or damages which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. All the remedies hereinbefore given to Landlord and all rights and remedies given to it at law and in equity shall be cumulative and concurrent. Any default by one Tenant shall be deemed to be a default by all Tenants and any rights and remedies hereinbefore given to Landlord and all rights and remedies given to it at law and in equity may be pursued against each Tenant, jointly and severally, irrespective of which party is responsible for the Event of Default.

10.4 No Acceptance of Surrender. No act or conduct of Landlord whatsoever shall be deemed to be or constitute an acceptance of the surrender of the Premises or an election to terminate this Lease by Landlord except a written acknowledgment of acceptance of surrender or notice of election to terminate signed by Landlord.

10.5 Mitigation of Damages. Upon a termination of this Lease or Tenant's right to possess the Premises following an Event of Default by Tenant, Landlord shall use commercially reasonable efforts to mitigate Landlord's damages. If the foregoing is applicable, Landlord in its attempt to mitigate may do so at such rent or upon such terms as Landlord deems acceptable (in Landlord's sole and absolute discretion), and Landlord shall only be required to use the same efforts it then uses to lease other property or properties which it owns; *except, however*, Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises over any other property that Landlord may be leasing or have available and may place a suitable prospective tenant in any such available property regardless of when such alternative property becomes available; *except, further*, Landlord shall not be required to

observe any instruction given by Tenant about such reletting or accept any tenant offered by Tenant unless such offered tenant has a credit worthiness acceptable to Landlord, leases the entire Premises, agrees to use the Premises in a manner consistent with this Lease and leases the Premises at the same rent, for no more than the current term and on the same terms and conditions as in this Lease without any expenditure by Landlord for tenant improvements or broker's commissions. In any such case, Landlord may, but shall not be required to, make repairs, alterations, and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable.

ARTICLE 11 ADDITIONAL PROVISIONS

11.1 Notices.

(a) Any notice provided for or permitted to be given hereunder must be in writing and may be given by (i) depositing same in the United States Mail, postage prepaid, registered or certified, with return receipt requested, or by overnight nationally-recognized courier service provided a receipt is required, addressed as set forth in this Section 11.1; or (ii) delivering the same to the address of the Party to be notified set forth below.

(b) Notice given in accordance herewith shall be effective upon the earlier of (i) receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery or (ii) three (3) days after depositing in the United States mail as herein provided; except, however, for purposes of hand delivery, notice shall be deemed delivered the date when delivered to the address, and for overnight courier service, notice shall be deemed delivered the day after depositing such with the overnight courier service. For purposes of notice the addresses of the Parties shall, until changed, be as follows:

Landlord's address for notices
and payments:

Edwards Property Management, LLC
8435 Green Island Circle
Lone Tree, CO 80124

With a copy to:

Cody M. Austin
Balch & Bingham LLP
1310 Twenty-Fifth Avenue
Gulfport, MS 39501

Tenant's address for notices:

The City of Hattiesburg, Mississippi

Lamar County, Mississippi

The Parties shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section 11.1.

11.2 Modification and Non Waiver. No variations, modifications, or changes in or of this Lease shall be binding upon any Party unless set forth in writing executed by both Parties. No waiver by either Party of any breach or default of any term, condition, or provision of this Lease, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as provided in this Lease, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character, or description under any circumstance. No waiver of any breach or default of any term, condition, or provision of this Lease shall be implied from any action of any Party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving Party.

11.3 Governing Law. This Lease shall be construed in accordance with the laws of the state in which the Premises are located without regard for its conflicts of laws principles. Each Party waives the right to a jury in any action, proceeding, or counterclaim brought by either of them against the other on any matters whatsoever arising under this Lease.

11.4 Number and Gender; Caption; References. Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate. Article and section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms “hereof,” “hereby,” “herein” or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease. Whenever placed before one or more items, the words “include,” “includes,” and “including” shall mean considered as part of a larger group, and not limited to the item(s) recited.

11.5 Estoppel Certificate. Landlord and Tenant shall execute and deliver to each other, no later than ten (10) business days after written request therefor by the other Party, a certificate addressed as indicated by the requesting Party and stating:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendment;
- (c) whether or not there are any existing defaults hereunder known to the Party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular article, section, or provision of this Lease has been complied with; and
- (e) such other matters as may be reasonably requested.

11.6 Exhibits. All exhibits, schedules, and addenda attached to this Lease are fully incorporated in this Lease for all purposes.

11.7 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the Parties is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

11.8 Attorneys' Fees. If Landlord shall incur any costs or expenses in connection with collection of any sum due under this Lease, or if the Landlord shall institute a demand or claim for recovery of the Premises, or for any sum due under this Lease, or because of any act arising out of Tenant's possession of the Premises, Landlord shall be entitled to all reasonable court costs, expenses, and attorneys' fees incurred in connection with such action.

11.9 Surrender of Premises; Holding Over. If Tenant, without the consent of Landlord, holds over after the Lease Term, Tenant shall become a tenant on a month-to-month basis or a tenant at sufferance at a minimum rental equal to 200% of the amount of Base Rent payable hereunder for the last full calendar month of the Lease Term, and all the terms, covenants, and conditions of this Lease shall be applicable, except that Tenant shall not be entitled to any renewal options. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over if Landlord is unable to perform improvements or deliver possession of the Premises to a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises on or before the thirtieth (30th) day after Landlord notifies Tenant that Landlord will be unable to perform improvements or deliver possession if Tenant fails to timely surrender possession of the Premises. Tenant shall surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition, and repair, reasonable wear and tear and condemnation excepted and shall surrender all keys to the Premises to Landlord at the place then-fixed for Tenant's payment of Base Rent or as Landlord otherwise directs. Tenant shall at such time remove all of Tenant's Equipment from the Property. Tenant shall promptly repair any damage to the Premises caused by such removal. Tenant shall also inform Landlord of all combinations on locks, safes, and vaults, if any, that Tenant is allowed to leave at the Premises. All property of Tenant not removed on or before the tenth (10th) day after the last day of the Term will be deemed abandoned. Landlord may remove all such abandoned property from the Premises and cause its transportation and storage in a public warehouse or elsewhere at the cost and for the account of Tenant, and if Tenant fails to pay the storage charges therefor, Landlord may cause such property to be sold or otherwise disposed of without further obligation or any accounting to Tenant. Landlord will not be liable for damage, theft, misappropriation, or loss of any such property or in any other manner in respect thereto.

11.10 No Partnership. It is the intention of this Lease to create the relation between the Parties to this Lease of landlord and tenant and no other relation whatsoever, and nothing herein contained shall be construed to make the Parties partners or joint venturers or to render either Party liable for any of the debts or obligations of the other Party.

11.11 Force Majeure. As used in this Section 11.11, "**Force Majeure**" means the occurrence of any event (other than failure to obtain financing for, failure to refinance or cessation of disbursements under existing financing for, the purchase, construction, demolition, repair, or ownership of the Land or Improvements) which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon such Party under this Lease (other than payment of Rent) and the prevention or cessation of which event is beyond the reasonable control of the obligor. If Tenant shall be delayed, hindered, or prevented from performance of any of its obligations (other than to pay Rent) by reason of Force Majeure (and Tenant shall not otherwise be in default under this Lease), the time for performance of such obligation will be extended for the period of such delay, provided that the following requirements are complied with by Tenant: (i) Tenant shall give prompt written notice of such occurrence to Landlord; and (ii) Tenant shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep Landlord advised with respect thereto, and commence performance of its obligations under this Lease immediately upon such removal, resolution, or elimination. Anything contained in or inferable from this Lease to the contrary notwithstanding, Tenant shall not be relieved by any event of Force Majeure from Tenant's obligations to pay Rent under this Lease, nor shall the Term be extended thereby.

11.12 **Entire Agreement.** This Lease constitutes the entire agreement of the Parties with respect to its subject matter, and all prior agreements with respect thereto are merged into this Lease.

11.13 **Successors and Assigns.** This Lease shall constitute a real right and covenant running with the Premises, and subject to the provisions hereof pertaining to Tenant's rights to assign, sublet, or encumber, this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Whenever a reference is made herein to either Party, such reference shall include the Party's successors and assigns.

11.14 **No Third Parties Benefitted.** The terms and provisions of this Lease are for the sole benefit of Landlord and Tenant, and no third party is intended to benefit from this Lease.

11.15 **Survival.** Any terms and provisions of this Lease pertaining to rights, duties, or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

11.16 **No Accord and Satisfaction.** The acceptance or endorsement by Landlord of any payment or check from Tenant shall not be deemed an accord and satisfaction and shall not prejudice Landlord's right to recover the balance of any amounts due under the terms of this Lease, unless otherwise expressly agreed by Landlord in writing.

11.17 **Landlord and Tenant Defined.** The word "**Landlord**," as used in this Lease, includes the original Landlord named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term of this Lease succeed to the estate of Landlord in the Land and the interest of Landlord under this Lease. The word "**Tenant**," as used in this Lease, includes the original Tenant named in this Lease and all persons, natural or artificial, who at any time or from time to time during the Term of this Lease succeed to the estate of Tenant in the Premises and the interest of Tenant under this Lease.

11.18 **Commissions.** Each Party represents and warrants to the other that it has not engaged or dealt with any broker or any other person who would be entitled to any brokerage commission concerning the lease of the premises. Each Party agrees to indemnify and hold the other entirely free and harmless for, from, and against any loss, damage, liability, or expense (including, without limitation, reasonable attorneys' fees) arising from any claim by any broker or any other person for brokerage commissions because of any act or omission of such Party or its representatives. Each Party further agrees to defend the other at its sole cost and expense from any such claims. As used in this Lease, the term "**broker**" refers to any real estate broker, salesperson, agent, listing agent, finder, or any other person entitled to a commission, and the term "**commission**" refers to any brokerage, advisory, or finder's fees or commissions. This brokerage indemnity shall survive the cancellation or termination of this Lease.

11.19 **Authority.** Tenant hereby represents and warrants that: (a) The City of Hattiesburg and The Lamar County Board of Supervisors are duly authorized and existing political subdivisions of the State of Mississippi; (b) Tenant has the full right and authority to enter into this Lease; (c) each person signing on behalf of Tenant is duly authorized to do so; and (d) the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which Tenant is a party or by which Tenant may be bound.

11.20 **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

11.21 Business Days. If a date for performance by either Party falls on a Saturday, Sunday, or on a legal holiday, such date for performance shall instead be the next following business day.

11.22 Remedies Cumulative. All rights and remedies of Landlord in this Lease created or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord deems desirable.

11.23 Sale of Premises. In the event of any sale of the Premises or assignment of this Lease by Landlord, Landlord will be relieved of all liability under any and all of Landlord's covenants and obligations contained in this Lease arising from and after such sale or assignment, provided that the purchaser or assignee at such sale of the Premises or assignment of this Lease shall agree in writing to assume all of the duties, obligations, and liabilities of Landlord under this Lease.

11.24 Memorandum of Lease. Upon the request of either Party, the Parties shall execute a memorandum of this Lease in a form reasonably acceptable to Landlord and record the memorandum in the local Chancery Clerk's Office. If the recording of the memorandum results in any recording fee against Landlord or Tenant, Tenant shall pay the recording fee prior to delinquency directly to the local Chancery Clerk's Office or reimburse the amount of the recording fee to Landlord as Additional Rent.

11.25 Limitation on Landlord's Liability. Notwithstanding anything to the contrary contained in this Lease, Tenant expressly understands and agrees that any money judgment against Landlord resulting from any default or other claim arising under this Lease may be satisfied only out of Landlord's interest in the Premises and the rents, issues, profits, and other income (collectively "**income**") actually received from the operation of the Premises, and no other real, personal, or mixed property of Landlord or its representatives, agents, employees, officers, owners, contractors, invitees, guests, affiliates, or partners, wherever situated, may be subject to levy on any judgment obtained against Landlord, and if such income is insufficient for the payment of such judgment, Tenant shall not institute any further action, suit, claim, or demand, in law or in equity, against Landlord for or on the account of such deficiency. Tenant hereby waives, to the fullest extent permitted by law, any right to satisfy a money judgment against Landlord except from income received by Landlord from the operation of the Premises. If there is a transfer and assignment by Landlord of its interest in this Lease and in the Premises to a transferee that assumes Landlord's obligations under this Lease arising from and after the date of the transfer, whether by written agreement or by operation of law, Landlord will thereby be released from any further obligations under this Lease. The Security Deposit may be assigned and transferred by Landlord to such successor-in-interest, and Landlord will thereby be discharged of any further obligation relating thereto. Tenant further waives all rights to claim a lien against the Rent or the Premises under any applicable law.

11.26 Certain Waivers. Tenant hereby expressly waives and disclaims any lien or claim which Tenant has or may have in and to any property belonging to Landlord or on the Rent due to Landlord under this Lease. Tenant expressly understands and agrees that if Landlord commences any proceedings against Tenant for non-payment of Rent, Tenant shall not interpose any non-compulsory counterclaim or other claim against Landlord of whatever nature or description in any such proceedings.

11.27 Consent by Landlord. Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Landlord may be granted by Landlord in its sole discretion.

11.28 Limitation on Waiver. One or more waivers of any covenant, term, or condition of this Lease by either Party may not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

11.29 **Administrative Charge.** Tenant shall pay Landlord, as Additional Rent, the sum of One Thousand and No/100 Dollars (\$1,000.00) to reimburse Landlord for its administrative, processing, and legal expenses for reviewing or approving any proposed document initiated by Tenant which amends, terminates, or otherwise affects the Lease including Transfer approvals, which amount shall be due and payable at the time of Tenant's initial request.

11.30 **Office of Foreign Assets Control Certification.** Tenant represents, warrants, and certifies that Tenant is not acting, directly or indirectly, for or on the behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

11.31 **Quiet Enjoyment.** So long as an Event of Default is not continuing, Tenant may peaceably and quietly hold and enjoy the Premises for the Term, without hindrance or interruption by Landlord.

11.32 **Confidentiality.** Tenant shall maintain the confidentiality of this Lease and shall not divulge the economic or other terms of this Lease, whether verbally or in writing, to any person other than Tenant's officers, directors, partners or shareholders; Tenant's attorneys, accountants and other professional consultants; any governmental agencies; and pursuant to subpoena or other legal process. This Section 11.32 shall survive the expiration or termination of this Lease and the Term.

11.33 **Counterparts.** This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one instrument. Delivery of a copy of this Lease bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have made and entered into this Lease as of the Effective Date, although actually executed on the dates set forth in the notary acknowledgements below.

LANDLORD:

Edwards Property Management, LLC,
a Mississippi limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2024, within my jurisdiction, the within named _____, who acknowledged to and before me that (he)(she)(they) (is)(are) the _____ of Edwards Property Management, LLC, a Mississippi limited liability company, and that (he)(she)(they) signed and delivered the above and foregoing instrument for and on behalf of the said limited liability company, after being duly authorized to do so.

NOTARY PUBLIC

Printed Name: _____

[AFFIX SEAL]

My Commission Expires: _____

TENANT:

The City of Hattiesburg, Mississippi

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2024, within my jurisdiction, the within named _____, who acknowledged to and before me that (he)(she)(they) (is)(are) the _____ of The City of Hattiesburg, and that in said representative capacity(ies), (he)(she)(they) signed and delivered the above and foregoing instrument for and on behalf of the said entity, after being duly authorized to do so.

NOTARY PUBLIC

Printed Name: _____

[AFFIX SEAL]

My Commission Expires: _____

TENANT:

Lamar County, Mississippi

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2024, within my jurisdiction, the within named _____, who acknowledged to and before me that (he)(she)(they) (is)(are) the _____ of The Lamar County Board of Supervisors, and that in said representative capacity(ies), (he)(she)(they) signed and delivered the above and foregoing instrument for and on behalf of the said entity, after being duly authorized to do so.

NOTARY PUBLIC

Printed Name: _____

[AFFIX SEAL]

My Commission Expires: _____

EXHIBIT A
TO AMENDED AND RESTATED COMMERCIAL LEASE AGREEMENT

Description of the Land

A parcel of land commonly known as 163 Turtle Creek Drive, Suite #80, Hattiesburg, Mississippi 39042, being approximately 2,400 square feet of commercial office space, and being part of that certain real property described as follows:

Real property in the City of Hattiesburg, County of Lamar, State of Mississippi, described as follows:

A parcel of land located in the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows: Commencing at the SE corner of said SW 1/4 of NW 1/4; thence run North 89° 49' 43" West along the South line of said SW 1/4 of NW 1/4 for a distance of 170.93 feet to a 3" metal pipe at the SW corner of the Resubdivision of Commercial Mall Complex, Second Filing; thence run North 00° 42' 10" West along the West line of said Mall Complex for a distance of 1134.22 feet to and for the Point of Beginning; thence continue North 00° 42' 10" West for a distance of 424.05 feet; thence run West for a distance of 196.08 feet; thence run South 45° 31' 00" West for a distance of 133.02 feet; thence run South 00° 42' 10" East for a distance of 330.91 feet; thence run North 89° 59' 09" East for a distance of 292.13 feet back to the Point of Beginning.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, August 20, 2024
Re: Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents; authorize the Mayor to execute and issuance of manual check.
File Number: 2024-375
Minute Book #

Summary

Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club/ Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents.

Recommendation Statement

I recommend for approval.

Please place this on the August 20, 2024 City Council meeting for consideration.

AGREEMENT

WHEREAS, the Hattiesburg Dixie Youth Baseball Inc., hereinafter referred to as "Association" and the City of Hattiesburg, hereinafter referred to as "City", has entered into discussion with view of the Association developing and promoting Dixie Youth Baseball for Hattiesburg residents. The parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Hattiesburg Dixie Youth Baseball Inc. and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association and DYB. will hereby develop and promote Dixie Youth Baseball for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of February 2024, and terminating on the 31st day of October. Association and DYB shall be responsible for operation of the baseball program including, but not limited to organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters and other related duties and responsibilities. The spring program will operate March 1, 2024 thru August 30th, 2024. Fall programming will be determined by Hattiesburg DYB Inc. Board of Directors no later than August 31st, 2024.

Association and DYB Inc. shall provide to the City a written practice and game schedule. The schedule(s) shall be inclusive of all scheduled dates and fields to be used for the 2024 year and shall be provided to the City no later than one November 1, 2023. Make-up game schedules shall be provided to the City no later than one (3) day prior to the scheduled make-up game. All recreation league regular ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament.

All other concessions, tournaments, clinics and other money-making events will be covered by a separate agreement. It shall be the responsibility of the Association and DYB Inc. to confirm potential postseason tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than (4) weeks prior to the start of the program.

Hattiesburg Dixie Youth Baseball Inc. will have first right of refusal for concession operations hosted at Larry Doleac Youth Baseball Complex during promoted tournaments and reserved events.

II.

City shall be responsible for maintaining the Larry Doleac Youth Baseball Complex as described in Attachment I for providing seating and electricity. It shall be noted, a lease agreement between Hattiesburg DYB Inc. and the City remains in affect through eight (8), five (5) year lease, signed in 2008 and set to expire in 2048.

Funding provided in the amount of Fifteen-Thousand Dollars (\$15,000.00) for the payment of

officials and equipment and maintenance expenditures. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by 30th day of September 2024.

The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Use of Facilities.

III.

Association and DYB Inc. does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association and DYB Inc. does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIe.

Association and DYB Inc. does hereby agree to appropriately acknowledge City contribution to the program in a public manner such as on ad boards, patches, and in all media.

Association and DYB Inc. does hereby obligate itself to comply with National Standards for Youth Sports, National Dixie Youth Baseball Policies and Coach Review Policy (Attachment IIId and IIe, respectively) adopted by the City Council.

VI.

Association and DYB Inc. does hereby obligate itself to comply with the Sports Participation Policy that is attached as Attachment IIF.

Attachment I.

City of Hattiesburg - Ballfields Maintenance Policy

Includes:

1. Mow field on a regular basis
2. Clean restrooms and facility area
3. Wash bleachers and property as needed
4. Fill low/soft spots
5. Edge baseline, infield and other areas

The Parks and Recreation Department will set aside designated field closures for turf maintenance. These closures will be enforced and no program or participants will be granted the ability to use or reserve fields during this time. Cultural practices and field

closures will take place from November to December. The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

The Association holds certain maintenance responsibilities to preserve the integrity of the facility.

Includes:

1. Fields must be left in a presentable condition with no garbage or litter on property.
2. Garbage cans in restrooms and around the concessions pavilion shall be emptied and collected in a designated location of at the end of each practice, clinic, game, etc.
3. Remove screens and place on the warning track in front of the dugout daily.
4. Report and sign out keys for the contracted season to only those qualified to be keyholders. Keys are not to be duplicated and distributed in any way.
5. Store and maintain field surface equipment (portable mound, bases, etc.) in a secure location daily.
6. Turn off lighting and lock gates after every practice, game, etc.

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

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

Attachment II. City Policies

General Public Use of Facility Policy

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

The lease does not grant the Association automatic reservation authority of the complex. All field reservations must be made through the City of Hattiesburg Parks and Recreation Department.

Attachment IIb. Nondiscrimination Policy

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

Attachment IIc. Liability Policy

There are inherent risks and recognized hazards associated with participating in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford

medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

Attachment IId.

National Standards for Youth Sports Policy

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

Standard #1 - Proper Sports Environment

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

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

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

Standard #3 - Drug and Alcohol - Free Environment

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

Standard #4 - Part of a Child's Life

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

Standard #5 - Training

Parents must insist that coaches are trained and certified.

Standard #6 - Parents' Active Role

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach and league administrator and/or caring parent.

Standard #7 - Positive Role Models

Parents must be a positive role model exhibiting sportsmanlike behavior at games, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

Standard #8 - Parental Commitment

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

Standard #9 - Safe Playing Situation

Parents must insist on safe-playing facilities, healthful playing situation and proper first-aid applications, should the need arise.

Standard #10 - Equal Play Opportunity

Parents, coaches and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

Standard #11 - Drug and Alcohol Free Adults

Parents must be drug and alcohol free at youth league sporting events.

Attachment IIe.

Coach Review Policy

Whereas, the City of Hattiesburg requires completion of a certification program for youth sports coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol free environment for youth sports and recognizes the great influence youth coaches have on our youth.

Attachment II f.

Youth Sports Participation Policy

The Hattiesburg Parks and Recreation Department offers a diversified youth sports program designed to meet the recreation needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, good attitude, and a sense of responsibility and citizenship in participants, using recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation staff, underscoring the importance of recruiting the best volunteers available - people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Department is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league teams.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the below guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Baseball - 3 defensive outs and 1 at bat per game

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the start of the game.

In order to assist the teams and coaches and to ensure maximum participation of all children, the number of members on a team should be limited as follows:

Baseball - 16 players

The limitation of players on teams may mean the addition of other divisions within leagues and the addition of multiple all-star teams within the league. This is viewed again as an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the program.

Every league within the City of Hattiesburg must comply with and follow this policy and ensure that each coach and league official is familiar with and complies with this policy at all times. The individual leagues will notify the Hattiesburg Parks and Recreation Department whenever it becomes necessary to take action against a coach for failure to comply with the participation policy.

The purpose of a sports league is to ensure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to ensure a sports league for all children of the City of Hattiesburg.

It shall be noted, the association also abides and enforces board created policies routinely voted by the Hattiesburg DYB Inc. Board of Directors. The board and Association are upheld by additional National Dixie Youth bylaws distributed and updated yearly.

Attachment III

Expenditure Worksheets

1. Supplies, Expenses and Related Purchases Worksheet
 - a. Program personnel shall complete the worksheet by listing the name of the vendor, date items purchased, invoice number, total of the invoice and a brief description of the items purchased. All invoices must be turned in with worksheets at the end of the program for accounting purposes.
2. Daily Program Timesheet
 - a. If officials, scorekeepers, or other program personnel are funded through monies provided by the City, daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, their name, address, social security number, contact information, number of games or hours worked, total amount paid for a particular day/night and their signature. The City will also accept completed copies of personnel's W-9 documentation.
3. Total Hours & Games Recap Sheet
 - a. This sheet is a recap of the daily timesheets. At the completion of the program, the timesheets for each individual should be totaled and entered on the recap sheet. The daily timesheets must accompany the recap sheets at the end of the program for accounting purposes.
 - b. If administrative personnel are paid through revenue collections or with program support funded by the City of Hattiesburg, a listing of total salaries paid should also be included.
4. Revenue Gathered
 - a. Program personnel shall complete the worksheet detailing revenue including, but not limited to:
 - i. Registration Fee - Total Participants - Total Fees Collected
 - ii. Concessions Revenue - Documented Monthly

iii. Vendor Collections - Documented Monthly

5. If program personnel charge vendor fees for food trucks, wearing apparel, photography, entertainment, etc. 10% of the total fees collected shall be returned to the City of Hattiesburg Parks and Recreation Department with the completion of this report.
6. Tournament Collections
 - a. Tournament revenue should be documented by date. This report should include team or organization registration fees, umpire or referee fees, gate or parking collections, etc.

Signature of agreement:

Freddie Tripplet

Date

Kermas Eaton, City Clerk City of Hattiesburg

Date

Toby Barker, Mayor City of Hattiesburg

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, August 20, 2024
Re: Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum.
File Number: 2024-372
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {CDBG-CV Entitlement}

Recommendation Statement

I recommend approval of this item. Please place this on the August 20, 2024 City Council meeting for consideration.

Please place this on the August 20, 2024 City Council meeting for consideration.

6360 I-55 North, Suite 330, Jackson, MS 39211 • p. 601-936-4440 • f. 601-936-4463 • accounting@AllenES.com

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

July 28, 2024

Project No: R24119

Invoice No: 00240791

Project R24119 Parks & Rec WiFi Due Diligence
Professional Services from July 01, 2024 to July 28, 2024

Phase 01 Phase I ESAs

Fee

Total Fee 11,800.00

Percent Complete 80.00 Total Earned 9,440.00
Previous Fee Billing 4,720.00
Current Fee Billing 4,720.00**Total Fee 4,720.00****Total this Phase \$4,720.00**

Phase 02 HUD Part 58 EA Forms

Fee

Total Fee 11,600.00

Percent Complete 80.00 Total Earned 9,280.00
Previous Fee Billing 4,640.00
Current Fee Billing 4,640.00**Total Fee 4,640.00****Total this Phase \$4,640.00****Total this Invoice \$9,360.00****Outstanding Invoices**

Number	Date	Balance
00240710	6/30/2024	9,360.00
Total		9,360.00

Total Outstanding \$18,720.00**Billings to Date**

	Current	Prior	Total	Received	A/R Balance
Fee	9,360.00	9,360.00	18,720.00		
Totals	9,360.00	9,360.00	18,720.00	0.00	18,720.00

Invoices not paid within 30 days are subject to a late fee of 1.5% per month.

Pay 7/30/24



To: FY24 Mississippi Office of Homeland Security Grant Awardees

From: Beth Loflin-Grants and Finance Director *BL*

Date: July 9, 2024

Re: FY2024 Homeland Security Grant Program Funds-Award Notification and Grant Orientation Meeting

Congratulations..... Your jurisdiction has been **approved** to receive grant funding for the FY24 Mississippi Homeland Security Grant Program (HSGP). Information on Grant Award Amounts and approved items for funding will be provided to each awarded agency during the **mandatory Orientation Meetings**.

Award Packet:

The Mississippi Office of Homeland Security (MOHS) Grants Division is in the process of drafting your jurisdiction's Award Packet. During this time, your assigned Program Manager may reach out for clarification and/or to ask additional questions to help with the drafting of an approved budget.

Orientation:

The MOHS will hold the following in-person Grant Orientation meetings for the upcoming FY24 grant. The MOHS encourages your agency to attend a session closest to your area. The following dates have been secured for HSGP grant program. Grant Orientation is a **requirement** of the grant for FY24, so please make plans to attend.

South Orientation:

Location: D'Iberville Police Department-Training Room

Date: August 7, 2024

Time: 9:00 a.m.-4:00 p.m.

Address: 11290 Lamey Bridge Road. D'Iberville, MS 39540

Central Orientation: 50 Spots Available.

Location: Mississippi Emergency Management Agency (MEMA)

Date: August 13, 2024

Time: 9:00 a.m.-4:00 p.m.

Address: 1 MEMA Drive
Pearl, MS 39208

North Orientation:

Location: Bancorp South Conference Center

Date: August 20, 2024

Time: 9:00 a.m.-4:00 p.m.

Address: 375 E. Main Street
Tupelo, MS 38804

Room: Sweetgum

Central Orientation: 50 Spots Available.

Location: Mississippi Emergency Management Agency (MEMA)

Date: August 27, 2024

Time: 9:00 a.m.-4:00 p.m.

Address: 1 MEMA Drive

Pearl, MS 39208

It is imperative that all parties involved in the grant process from the programmatic to the financial, attend the meeting. Information will be provided on how to fill out grant award packets, submit grant forms, request financial reimbursements, and provide required reporting elements of the grant. Please plan to attend the full length of the meeting.

To confirm attendance to the meeting, please send the names and email addresses of all attendees, no later than **Friday, July 26, 2024,** to mohsgrants@dps.ms.gov.

FY24 Grant Award Packet:

The MOHS is planning to provide Grant Award packets at the upcoming MOHS Implementation Meetings. These packets will be fully executed by MOHS and will be ready for your Authorized Signatory Official's signatures. Award packets will not be distributed early and will only be provided upon completion of Grant Implementation. The grant award packet will be due back to the MOHS, no later than **October 15th, 2024.**

If you should have any questions or need additional information, please do not hesitate to contact our staff at mohsgrants@dps.ms.gov



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: **Hattiesburg Police Department**

Project Title: **HOMELAND SECURITY GRANT PROGRAM**

Grant Period: **9/1/2024-8/31/2027**

Date of Award: **9/1/2024**

Total Amount of Award: **\$5,200.00**

Grant Number: **24LE205**

In accordance with the provisions of Federal Fiscal Year 2024 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2024-SS-00**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 15, 2024**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly

authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official

Signature of MOHS Executive Director/SAA



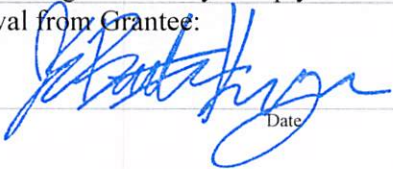
911124

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY24 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY24 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: Hattiesburg Police Department Mailing Address: 1 Government Plaza Hattiesburg, MS 39401 Telephone Number: (601) 506-4988 E-Mail: nrockhold@hattiesburgms.com		2. Effective Date of Grant: September 1, 2024 3. Sub-Recipient Grant Number: 24LE205 4. Grant Identifier (Funding Source & Year): EMW-2024-SS 5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027 6. Subgrant Payment Method: ☐ Cost Reimbursement Method	
7. CFDA # - 97.607- Homeland Security Grant Program 10. FAIN #: 646000779 13. Research and Development Grant: ☐ Yes ☒ No		8. UEI # - N4XZJLJ9AVM1 11. Initial Federal Award Date: September 1, 2024 14. Indirect Cost Rate Charged: \$0.00 9. Congressional District: MS04 12. Federal Awarding Agency: Homeland Security (800)368-6498	
15. The following grant funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$0.00	(1) Federal	\$5,200.00
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00
(3) Contractual Services	\$0.00	(3) Local	\$0.00
(4) Travel/Training	\$0.00	(4) Other	\$0.00
(5) Equipment	\$0.00	Total:	\$5,200.00
(6) Commodities/Supplies	\$5,200.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Other	\$0.00	Number of Grants:	FY21 FY22 FY23
TOTAL	\$5,200.00	TOTAL:	\$0.00 \$0.00 \$0.00
The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.			
14. Approval from Grantee:  Signature 9/11/24 Date Name: Baxter Kruger Title: MOHS Executive Director/SAA		15. Approval from Sub-Recipient: Signature Date Name: Title: Authorized Signatory Official	

FY24 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY24 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

The following project will:

- Prevent a threatened or actual threat of terrorism.
- Protect citizens, residents, visitors and assets against the threats that pose the greatest risk to the security of the United States.
- Mitigate the loss of life and property by lessening the impact of future catastrophic events.
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and capabilities to assist agencies to prevent, protect against, respond to, and recover from terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts. Increase jurisdiction capabilities by reducing vulnerabilities and risks against terrorism incidents.

3RD QUARTER (March, APRIL & MAY)

- Submit 3rd Quarter Report to MOHS. Due **June 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (**June 1-Aug 31**). Due to MOHS **Sept 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

4th QUARTER (June, July, and August)

- Submit 4th Quarter Report to MOHS. Due **September 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 1st **Supplemental Report**. (**Sept 1-Nov 30**). Due to MOHS **December 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS **September 15th**.
- Prepare Closeout Form and supporting documentation to MOHS. Due **October 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to terrorism incidents, including hoaxes, threats and suspicious packages within three (3) years of the approval of the state strategy.

FY24 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the progress and success of the grant program. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.
- Complete and submit Environmental Historic Preservation (EHP) Form to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not already completed. A copy must be in the Agency file.
- Complete the Nationwide Cybersecurity Review (NCSR) Assessment and submit completion documentation for the MOHS.
- Complete Memorandum of Understanding and Consent form for State and Local Cybersecurity Grant Program participation.
- Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 2nd Quarter Report to MOHS. Due **March 15**.
- Receive approved equipment and/or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (**March 1- May 31**). Due to MOHS **June 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

FY24 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Hattiesburg Police Department				
2. Sub-Recipient Grant Number: 24LE205		3. Grant ID:	4. Beginning: September 1, 2024	5. Ending: August 31, 2025
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel/Training		\$0.00	\$0.00	\$0.00
Equipment		\$0.00	\$0.00	\$0.00
Commodities/Supplies	(10) Public Access Bleed Control Kits @\$520.00 = \$5,200.00.	\$5,200.00	\$0.00	\$5,200.00
Other:		\$0.00	\$0.00	\$0.00

TOTALS	\$5,200.00	\$0.00	\$5,200.00
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MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a

lobbying certification form as described in Appendix A to 6C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- i. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement:

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.

b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

c. Provides information for planning, control, and evaluation of direct and indirect costs.

d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

- i. having new or substantially changed systems
- ii. having new compliance personnel
- iii. loss of license or accreditation to operate program

iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

FEMA Standard Terms and Conditions

FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023*

***Please note that at the time of Award Development these had not been updated by FEMA for FY24.**

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of

the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Mississippi Office of Homeland Security FY24 Terms and Conditions:

Compliance and Regulations:

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
7. The Authorized Signatory Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.
8. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment.

Grant Funding:

9. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
10. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
11. Sub-Recipient shall comply with cost-sharing requirements of the awarded grant, if applicable.
12. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
15. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.

Reporting of Program Requirements:

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

Non-performance of Grant Activities:

32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
33. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.
35. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements:

36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
 - (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
 - (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency,

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
18. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months** during the awarded period of performance.
19. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from the FEMA AEL or without prior approval, will be disallowed.
20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
21. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
22. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., **without the express written approval** of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.

43. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
44. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

45. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
46. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
47. Usage of Homeland Security Grant Program (HSGP) Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions:

48. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
49. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
50. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
51. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
52. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

- 37. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 38. physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
- 40. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
- 41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

Monitoring:

- 42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, Hattiesburg Police Department, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement **is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.**

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT: Hattiesburg Police Department

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

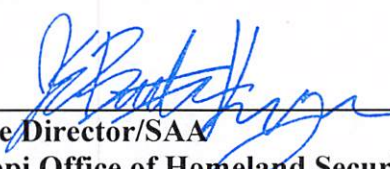
Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: N4XZJLJ9AVM1

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/11/24



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, August 20, 2024
Re: Ratify a Service Master Agreement between the City of Hattiesburg and Broaddus and Associates, Inc. providing disaster consulting services to the City of Hattiesburg.
File Number: 2024-376
Minute Book #

Summary

Service Master Agreement to provide disaster consulting services to the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

MASTER SERVICES AGREEMENT

This Contract for Professional and Consulting Services (hereinafter referred to as the “Agreement”), is entered into this 7th day of June, 2024, (the “Effective Date”) is made by and between **Broaddus & Associates, Inc.** (“Consultant”) located at 499 Gloster Creek Village, Suite BC-11, Tupelo, MS 38801 (hereinafter referred to as “Broaddus & Associates”) and the **City of Hattiesburg**, Forrest County, Mississippi (“Client”) with an address at P.O. Box 1898 Hattiesburg, MS 39403.

WHEREAS, Client intends to obtain Disaster Recovery Consulting Services and complete existing grant projects and further identify other grants or projects for repairs and/or replacement resulting in the design and construction of certain Project(s) as defined herein; and

WHEREAS, Broaddus & Associates has special skill and training in providing program and grant management services, project management services and other professional services defined herein; and

WHEREAS, Client has determined that the disaster recovery consulting services, program management services, project management services and other professional services defined herein are necessary and in the best interest of Client; and

WHEREAS, Client is satisfied with the abilities and resources of Broaddus & Associates to provide the disaster recovery consulting services, program and grant management services, project management services and other professional services defined herein; and

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **Initial Work and Scope of Services:** Broaddus & Associates shall provide full-service program management, project management, professional, and consulting services to Client through personnel assigned by Broaddus & Associates. Such services include provision of professional service assistance to support the City’s disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency’s (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all Federal, State, and Local laws to limit any subsequent audits and reviews, and to minimize impacts from future disasters. Broaddus will provide program management, project management, grant administration, and/or review of the applicable phases of construction, such as procurement, pre-project planning, schematic design, design development, construction documents, construction, commissioning and turnover, and warranty and occupancy, as is more specifically set forth in Schedule “A” to this Agreement (the “Professional Services”) related to the following projects (the “Projects”):

- a. Project 1: SEE ATTACHED WORK ORDER

All Professional Services for the Projects are referred to herein as the “Initial Work.”

2. **Responsibilities of Client:** In addition to any other responsibilities set forth in this Agreement, the schedules hereto, or in any Work Order, Client shall:
 - a. Provide Broaddus & Associates with a designated point of contact for all communication with and between the parties.
 - b. Provide Broaddus & Associates all material, data and information pertaining to the Initial Work application or follow on Work, Supplemental Work, or other projects, including Client’s objectives, constraints, capabilities, budgets, security needs, performance requirements, expandability, or other information material to Client’s needs.

- c. Provide Broaddus & Associates with any requirements to be included in a narrative scope of work or other procurements requested such as a Request for Proposal, Bid Solicitation, and/or Request for Qualifications.
 - d. Provide Broaddus & Associates with any documents, forms, conditions, or other information to be included in a Request for Proposal, Bid Solicitation, and/or Request for Qualifications.
 - e. Cooperate with Broaddus & Associates and ensure that Client's employees, consultants, professionals, architects, engineers, and/or consultants cooperate with Broaddus & Associates.
 - f. Designate in writing to any necessary third-party, including any architects, engineers, or consultants, that Broaddus & Associates is the Project Manager and/or Owner's Representative for Client.
 - g. Provide or obtain access at Client's cost to any property or site where Broaddus & Associates is to provide Professional Services as follows:
 - i. Client agrees to provide reasonable and timely access to any Client-owned property and assist in providing timely access to third party properties if requested by Broaddus & Associates;
 - ii. Client shall provide Broaddus & Associates with reasonable space at the site(s) of the Initial Work or any Supplemental/Additional Work for office work, equipment storage, and employee parking (as needed per Work Order);
 - iii. Client shall furnish all construction utilities and utilities releases necessary for the Professional Services; and
 - iv. Client shall obtain all permits and licenses when necessary and required to be taken out in Client's name.
3. **Responsibilities of Broaddus & Associates:** In addition to any other responsibilities set forth in this Agreement, the schedules hereto, or in any Work Order, Broaddus & Associates shall:
- a. Provide Client with a designated point of contact for all communication with and between the parties.
 - b. Upon written notice and a reasonable opportunity to respond, Broaddus & Associates shall make its books, documents, papers, and records related solely to this Agreement and work arising therefrom available to the Client.
 - c. Attend Client meetings as requested and provide reports on the progress and status of the Initial Work application or any Supplemental Work.
4. **Standard of Care:** In the performance of its duties and obligations under this Agreement, Broaddus & Associates shall perform diligently and in good faith. Broaddus & Associates represents and warrants to Client that: (i) it possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession; and (ii) it will use its best efforts to ensure that the Services provided under this Agreement will be performed, delivered, and conducted in accordance with professional industry standards.
5. **Consultant is Not the Design Professional or Contractor:** If Broaddus & Associates is engaged to continue Program and Grant Management Services, it should be noted that Broaddus & Associates is not a prime contractor, subcontractor, or sub-subcontractor and shall not erect, build, construct, reconstruct, repair, maintain or perform any other work consistent with a "contractor" as defined in Mississippi Code §31-3-1.

Consultant neither guarantees the performance of any Design Professional or 3rd party Consultant, nor assumes responsibility for any Design Professional or 3rd party Consultant's failure to furnish and perform work in accordance with any respective Contract Documents. Consultant shall not be responsible for the acts or errors or omissions of any Designer or 3rd party Consultant, or any of the Designer or Consultant's employees, subconsultants, or related parties furnishing or performing any

of the Designer or Consultant's work; or for any decision made on interpretations or clarifications of the respective Contract Documents given to the Client without consultation and advice of Consultant.

During the construction phase of a project, Consultant shall not supervise, direct, or have control over a Contractor's work, nor have responsibility for the means, methods or procedures of construction selected or used by the Contractor. Consultant is not responsible for safety or security at the location of the project, nor for safety programs and precautions.

6. **Terms and Termination:** The term of this agreement shall be in place until Program Closeout, unless sooner terminated as provided for in this agreement. This agreement may be terminated in any manner provided for herein, including but not limited to Section 17 Termination for Cause and/or Section 18 Termination for Convenience as set forth in Exhibit "A" attached hereto and incorporated herein. This agreement may be extended for additional periods of time upon the mutual agreement of both parties or upon Consultant being the successful party in the event of a traditional procurement RFP and award for similar services.

Notwithstanding the termination of this Agreement, this Agreement will survive to the extent the parties have agreed, in writing, to complete any outstanding Work Orders and until all the rights and obligations of both parties have been fulfilled regarding those designated Work Orders.

Client shall compensate Broaddus & Associates for all Professional Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by Broaddus & Associates in effecting the termination, including non-cancelable commitments, demobilization costs, and any earned fee.

7. **Compensation:** Broaddus & Associates will be compensated and/or reimbursed for its Professional Services for the Initial Work as set forth on Schedule B ("Compensation"). Broaddus & Associates will be compensated for any Revised Work on an hourly basis at the rates listed on Schedule B, unless otherwise agreed to in writing.

Invoices will be submitted monthly for Professional Services rendered. Client shall pay all invoices within thirty (30) days of receipt. Client shall notify Broaddus & Associates within fifteen (15) days of receipt of an invoice of any dispute or objections to charges in the invoice.

Client shall submit all payments to:

Broaddus & Associates, Inc.
c/o Accounts Receivable
1301 S. Capital of Texas Hwy
Suite A-302
Austin, TX 78746

Client's payment to or failure to dispute, contest, or object to an invoice from Broaddus & Associates within fifteen (15) days shall represent Client's acceptance of the Professional Services invoiced by Broaddus & Associates. In the event that Client timely disputes or contests an invoice, then Client agrees that only the portion so contested may be withheld from payment. If Client fails to make payment of an undisputed invoice or portions thereof within ninety (90) days, Broaddus & Associates may suspend performance of Professional Services under this Agreement until Broaddus & Associates has been paid in full for all balances past due.

8. **Insurance:** Throughout the term of this Agreement, Consultant shall carry and maintain in force the insurance described in below.

- a. Commercial General Liability Insurance against claims for personal injury, bodily injury and property damage, with a limit of not less than \$1,000,000 (One Million Dollars) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$1,000,000 (One Million Dollars) in the aggregate applicable to this Project.
 - b. Workers' compensation insurance covering all employees of Consultant employed in, on or about the Project in order to provide statutory benefits as required by the laws of the State of Mississippi.
 - c. Automobile Liability: \$1,000,000 (One Million Dollars) combined single limit per accident for bodily injury and property damage. Owner shall be named as additional insured for this coverage.
 - d. Professional Liability: \$1,000,000 (One Million Dollars) aggregate covering the services to be provided by Consultant under this Agreement. Owner shall be named as additional insured for this coverage.
 - e. Consultant shall, upon Owner's request, furnish Owner with appropriate certificates evidencing the insurance required to be maintained by Consultant hereunder.
9. **Scope of Work Changes:** If the scope or schedule of the Project or the Services required of the Consultant materially expands or if the Consultant is materially delayed through no fault of its own in providing its services, from the terms of this Agreement, any exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement, the Compensation for such additional services ("Revised Work") shall be negotiated and subject to a written amendment to this Agreement by the Consultant and Client.

The parties agree to work in good faith to negotiate a mutually acceptable equitable adjustment to the price and performance schedule for the Revised Work or for any other changes involving a change in cost or the time required for the performance of any part of the Professional Services.

10. **Force Majeure:** If performance of Professional Services are affected by causes beyond the reasonable control of Broaddus & Associates, including without limitation: acts of God; acts of a legislative, administrative or judicial entity; acts of consultants other than consultants engaged directly by Broaddus & Associates; fires; floods; labor disturbances; unusually severe weather; vandalism; riots; wars; national or state emergencies; and orders and/or acts of civil or military authority, then Broaddus & Associates shall be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order.
11. **Dispute Resolution:** Refer to Exhibit A, Section 22 (Dispute Resolution).
12. **Waiver of Terms and Conditions:** The failure of either Broaddus & Associates or Client in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by Broaddus & Associates or Client of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
13. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi, and comply with FEMA Procurement and Various Applicable Laws as noted in Exhibit A and Byrd Anti-Lobbying Certificate, Exhibit B.
14. **Notices:** All notices and other communications provided for in this Agreement shall be in writing and shall be deemed to have been properly given when delivered in person to, or when received as ordinary mail or by delivery courier by a representative of the party to whom the notice is addressed, or when

received by registered mail with sufficient postage thereon, to the respective parties at the following addresses:

If to Broaddus & Associates:

Attn: Michael Monreal
499 Gloster Creek Village, Suite BC-11
Tupelo, MS 38801

If to Client:

Attn: Mayor Toby Barker
PO Box 1898
Hattiesburg, MS 39403

Either party may at any time and from time to time change its address or facsimile under this Agreement by giving the other party ten (10) days' notice thereof.

15. **Survival and Severability:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
16. **Amendments:** No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or condition in the future, unless such change, modification, or waiver shall be in writing and signed by all parties to this Agreement.
17. **Third-Party Beneficiaries:** This Agreement, and all of the terms and provisions hereof, are intended for the sole and exclusive benefit of Broaddus & Associates and Client, and their respective successors and assigns, and neither this Agreement nor anything contained herein is intended, nor shall it be construed, for the benefit of any third party, provided however, that Client shall be a third-party beneficiary of any agreements or Professional Services performed by vendors retained by Broaddus & Associates pursuant to Paragraph 4 above. Broaddus & Associates agrees that any vendor it retains to perform any portion of this Agreement shall be bound by the terms and conditions of this Agreement and that any agreement with a vendor refusing such compliance shall be void.
18. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

In witness, whereof, Client and Broaddus & Associates have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Client: City of Hattiesburg

By: _____

Name: Toby Barker

Title: Mayor, City of Hattiesburg

Broaddus & Associates:

By: _____

Name: Michael Monreal

Title: Vice President

- Attachments:
1. Schedule A – Work Order 1
 2. Schedule B – Compensation
 3. Exhibit A – FEMA Procurement and Various Applicable Laws
 4. Exhibit B – Anti-Lobbying Certificate

**SCHEDULE A
PROFESSIONAL SERVICES**

WORK ORDER 1

**Issued Pursuant to Master Services Agreement
Effective – 6/7/2024**

**By and Between
Broaddus & Associates, Inc. ("Broaddus & Associates")
and the City of Hattiesburg ("Client")**

Client Contact Name:
Mayor Toby Barker
Contact Phone Number:
601-545-4501
Client Reference Number:
TBD

Broaddus & Associates Office:
Tupelo, MS
Broaddus & Associates Contact:
Michael Monreal
Broaddus & Associates Project Number:
TBD

1. Scope of Work:
Disaster Recovery Consulting Services
2. Location/Client Involved:
Hattiesburg, MS
3. Period of Performance:
Through close-out
4. Authorized Funding Source:
OWNER, MEMA/FEMA, HMGP, CDBG and other grants, state or federal monies as related to disaster recovery.
5. Services to include:
Program/Project Management and Consulting Services to client for categories A through G, and other grants, state or federal monies as related to disaster recovery.

Client: City of Hattiesburg

Broaddus & Associates:

By:

By:

Name:
Toby Barker
Title:
Mayor, City of Hattiesburg

Date:
6/7/2024

Address:
200 Forrest Street
Hattiesburg, MS 39401

Name:
Michael Monreal
Title:
Vice President

Date:
6/7/2024

Address:
499 Gloster Creek Village, Suite BC-11
Tupelo, MS 38801

**SCHEDULE B
PROFESSIONAL SERVICES**

COMPENSATION

Issued Pursuant to Master Services Agreement

Effective – 6//7/2024

By and Between

Broaddus & Associates, Inc. (“Broaddus & Associates”)

and the City of Hattiesburg (“Client”)

1. Broaddus & Associates shall be paid the following hourly rates for time spent by each individual working on the Initial Work:

Hourly Rate Form

Program Management	
Position	Hourly Rate
Program Manager	\$245.00
Deputy Program Manager	\$225.00
Program Administrator	\$155.00
Project Coordinator	\$120.00

Other Program Staff:

Construction & Operations	
Position	Hourly Rate
Cost Estimating	\$155.00
On-Site Inspector	\$85.00
Construction Manager	\$155.00
Resident Engineer	\$235.00

Program & Administrative Support	
Position	Hourly Rate
Financial Lead/Grant Manager	\$150.00
FEMA Coordination/Grant Manager	\$150.00
Funding Subject Matter Expert – Insurance	\$140.00
Funding Assistance/ Database Manager	\$155.00
Procurement & Contracting	\$105.00
Scheduling Administrative Assistance	\$100.00
Senior Advisor	\$235.00
Executive Support	\$245.00

Any Reimbursables will not exceed the Allowable Federal Rate.

EXHIBIT A

COMPLIANCE WITH FEMA PROCUREMENT AND MISCELLANEOUS

Section 1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the consultant agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. The consultant agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the consultant's legal duty to furnish information.
- (4) The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor because of such direction by the administering agency, the consultant may request the United States to enter such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 2. Extension to Successors and Assigns.

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

Section 3. Binding Agreement.

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

Section 4. Governing Law.

All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Mississippi and resolved in a District Court of Mississippi or applicable Federal Court of Mississippi. The consultant hereby consents to and waives any objection to venue and jurisdiction in such courts.

Section 5. Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Section 6. Clean Air Act and Federal Water Pollution Control Act.

- (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Consultant agrees to report each violation to the City of Hattiesburg and understands and agrees that the City of Hattiesburg will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- (4) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (5) The Consultant agrees to report each violation to the City of Hattiesburg and understands and agrees that the City of Hattiesburg will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (6) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section 7. Debarment and Suspension.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995) or

its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Hattiesburg. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Hattiesburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 8. Byrd Anti-Lobbying Amendment and Certification.

The Consultant will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Consultants who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. – **Exhibit B.**

Section 9. Procurement of Recovered Materials.

In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule.
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Section 10. Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or the loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) *Subcontracts.* The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Section 11. DHS Seal, Logo, and Flags.

The consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Section 12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from the contract.

Section 13. Program Fraud and False or Fraudulent Statements or Related Acts.

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

Section 14. Access to Records.

The following access to records requirements applies to this contract:

- (1) The Consultant agrees to provide MEMA, City of Hattiesburg, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Section 15. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or Client agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Client prior to occurring or Consultant may not be paid for work performed.

Section 16. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 17. Termination For Cause.

The Client shall submit a written notice to the Consultant and surety (if applicable) which justifies placement of the Consultant in default if:

- (1) The work, duties, and services related to the Project and/or contemplated by the Agreement do not begin within the time specified in this Agreement.
- (2) The work, duties, and services, contemplated by the Agreement and/or Project is performed with insufficient workmen or employees; inadequate facilities; inadequate completion of services (including but not limited to reefer trucks, ice); and/or inadequate equipment or materials to assure satisfactory completion of the scope of Consultant's services. All determinations of the sufficiency in this provision are at the Client's sole determination.
- (3) The Consultant provides unsuitable, neglected, or rejected work, and/or refuses to remove materials (determined at the Client's sole determination).
- (4) The work and duties contemplated by the Agreement is discontinued by Consultant.
- (5) The work, duties, and services contemplated by the Agreement and/or Project are not completed within the specified amount of time in the Agreement, or as otherwise agreed to amongst the parties.
- (6) The work, duties, and services contemplated by the Agreement and/or Project is not resumed within a reasonable time after receiving a notice to continue by the Client.
- (7) Consultant becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

- (8) Consultant allows any final judgment to stand unsatisfied for a period for a period of ten (10) days.
- (9) Consultant makes an assignment for the benefit of creditors.
- (10) The work contemplated by the Agreement is not performed in an acceptable manner (as determined solely by Client).

If problems or issues are discovered by Client, the Client will provide written notice to Consultant. In the event such written notice is provided, and Consultant or surety (if applicable) does not remedy all conditions cited in the written notice by Client of a problem or issue within thirty (30) days after receiving such a notice, the Consultant is placed into default. The Client may obtain the necessary labor, services, materials, and equipment (if necessary) from a third party. If the Client enters into a new contract or agreement to complete the work, duties, and services that are the subject of this Agreement on behalf of Client, any and all costs incurred by the Client may be deducted from the payment due to the Consultant by Client. If such expense exceeds the sum payable under the new contract/agreement, the Consultant and surety (if applicable) shall be completely liable to pay the Client the difference. For avoidance of doubt, Consultant will be liable to make Client whole for any costs incurred by Client in the event Client enters into a contract/agreement for the services (including new lodging accommodations) covered by the Agreement due to termination of this Agreement.

Section 18. Termination For Convenience.

Client may, at any time, terminate this Agreement or any portion thereof, for Client's convenience, upon providing thirty (30) days advance written notice to the Consultant. In such case, Consultant shall be paid for all work completed through the date notice was provided (less payments already received). In no event shall the Consultant be entitled to payment of overhead and profit on work not performed.

Section 19. Exhibits.

The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. If there is a disagreement between the Exhibits and this Agreement, this Agreement prevails.

Section 20. Titles and Headings.

Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. For the "Description of Services and Products" are incorporated into this Agreement and made apart hereof.

Section 21. Conflict or Inconsistency.

In the event of any conflict or inconsistency between the terms and provisions of an Addendum and the terms and provisions of the Agreement, contract, instrument, or other agreement between Consultant and Client, the terms and provisions of the Addendum control.

Section 22. Dispute Resolution.

If any dispute, claim or controversy arising out of this Agreement remains unresolved, any party may request non-binding mediation upon written notice to the other party, and such matter will be submitted to a third-party mediator mutually agreeable to the defaulting party and the non-defaulting party within thirty (30) days after such written notice. Such mediation proceedings shall be conducted in Hattiesburg, Mississippi. Each party shall be responsible for any fees, costs, and expenses incurred by it in the mediation; provided, however, the mediator's fee shall be borne equally by the parties. In addition to, and not in limitation of, any other confidentiality provisions of this Agreement, all aspects of the mediation shall be treated as

confidential. Neither the parties nor the mediators may disclose the existence or results of the mediation, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties to afford such other parties a reasonable opportunity to protect their interests. Neither party may commence proceedings before a court of competent jurisdiction or in relation to any dispute arising out of this Agreement unless and until it has pursued mediation in good faith and either (x) the mediation has terminated; or (y) the other party has failed to participate in the mediation (or agree to a mediator); providing always that a party's right to commence proceedings are not prejudiced by a delay. Each party hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of any state court of competent jurisdiction sitting in Hattiesburg, Mississippi, or the United States District Court for the State of Mississippi, for any litigation arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in such courts and agrees not to plead or claim in any such court that such litigation brought therein has been brought in any inconvenient forum. The prevailing party in any such litigation shall be entitled to its attorneys' fees and expenses from the other party. Notwithstanding the mediation provisions herein, any party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage.

ANTI-KICKBACK CLAUSE

The Consultant hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Consultant or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (1) Competitively within a timeframe providing for compliance with the Contract performance schedule.
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit consultants from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subconsultant at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique to City of Hattiesburg identifier (if known); supplier Commercial and City of Hattiesburg (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- 1) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subconsultants under this contract.
- 2) Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Attached Exhibits

Exhibit B – Byrd Anti-Lobbying Amendment Certification

THIS DONE AND EXECUTED by the following duly authorized representatives of the parties:

Client

City of Hattiesburg

Signed: _____

Printed Name: Toby Barker

Title: Mayor, City of Hattiesburg

Date: June 7, 2024

Consultant

Broaddus & Associates, Inc.

Signed: 

Printed Name: Michael Monreal

Title: Vice President

Date: June 7, 2024

EXHIBIT B, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Client Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.

Federal grant, the making of any Federal loan, the entering into of any Client agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Client agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Client agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and Client agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Broaddus & Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

Michael Monreal, Vice President

Name and Title of Consultant's Authorized Official

June 7, 2024

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, August 20, 2024
Re: Ratify lighting agreement with Mississippi Power for lighting on West Pine Street at a monthly cost of \$22.58.
File Number: 2024-373
Minute Book #

Summary

Ratify lighting agreement with Mississippi Power for lighting on West Pine Street at a monthly cost of \$22.58.

Recommendation Statement

I recommend this item to be added to the agenda.

Please place this on the August 20, 2024 City Council meeting for consideration.

DATE: 8/7/24

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg

PHONE: 601-545-4540

AUTHORIZED SIGNATURE [Signature]

DATE: 8-7-2024

DEVELOPER NAME

ACCOUNT # 598418200

DEVELOPER SIGNATURE

DATE:

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

**TO: MISSISSIPPI POWER COMPANY, ATTN. : (MPC LIGHTING SERVICES) P.O. Box 4079,
Gulfport, MS 39502, FAX # 228-865-5843 or Email: (G2MPCLSVC@southernco.com)**

DATE MAIL/FAX/ EMAIL RECEIVED

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT

NUMBER TO INSTALL (I)
NUMBER TO REMOVE (R)

LOCATION AND COMMENTS

LED FIXTURES

50 WATT LED
90 WATT LED
110 WATT LED
190 WATT LED

1	2

W Pine St @ Old Ford Dealership on 2 existing poles. Cost/month \$22.58

OTHER FIXTURES

NOTE: FOR NON-ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.



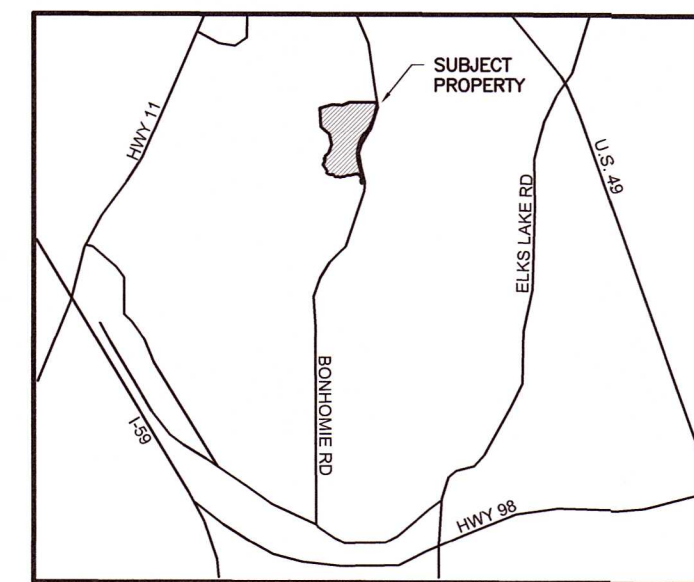
Memorandum

To: Mayor Toby Barker and Members of City Council
From: Cory Long, Planning Administrator, Nathan Satcher, Planner II
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, August 20, 2024
Re: Acknowledge the recording of the final plat for Vintage Spring Subdivision Phase III Block A and B.
File Number: 2024-378
Minute Book #

Summary

Recommendation Statement

Please place this on the August 20, 2024 City Council meeting for consideration.



N.T.S

LANCE REID, CHANCERY CLERK

CURVE TABLE				
Curve #	Length	Radius	Chord Dir.	Chord Lgth.
C130	105.01	771.68	N14° 07' 26"E	104.93
C131	91.07	1123.33	S14° 07' 50"W	91.04
C132	102.10	1548.09	N9° 26' 53"E	102.08
C133	92.54	1123.33	S9° 26' 53"W	92.52
C134	86.27	1548.09	N5° 57' 44"E	86.26
C135	78.19	1707.22	S5° 57' 44"W	78.18
C136	102.14	1204.57	N3° 02' 26"E	102.11
C137	92.76	1707.22	S3° 05' 37"W	92.75

1. ALL CORNERS MONUMENTED WITH A 1/2" X 18" REBAR UNLESS OTHERWISE NOTED.
2. PARCELS ARE LOCATED IN FLOOD ZONE 'X' AS PER INSURANCE RATE MAP NO. 28035C0118E EFFECTIVE NOVEMBER 19, 2021.
3. ALL STREET RIGHT OF WAYS ARE 50-FOOT UNLESS OTHERWISE NOTED.
4. TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK A = ±1.25 ACRES.
5. TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK B = ±1.57 ACRES.
6. CLASS "B" SURVEY
7. ZONING = R-1A (SINGLE-FAMILY RESIDENTIAL)

CHRISTOPHER TAYLOR JOHNSON, P.S. #03129



A PART OF THE NORTH $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI.

EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES, INC.
P.O. BOX 15369
HATTIESBURG, MS 39404
601-544-3674



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, August 20, 2024
Re: Acknowledge receipt of the monthly budget report for the month ending July 31, 2024.
File Number: 2024-412
Minute Book #

Summary

Monthly budget report for the month of July 2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund							
001001 REVENUES							
001001 274100 MISCELLANEOUS PRIVAT	0	0	-50,300.00	.00	.00	50,300.00	100.0%
TOTAL UNDEFINED CHAR	0	0	-50,300.00	.00	.00	50,300.00	100.0%
20 REVENUES							
001001 206500 HOUSING AUTHORITY	-15,000	-15,000	-12,261.73	.00	.00	-2,738.27	81.7%
001001 206600 MERCHANTS COMPANY	0	0	.00	.00	.00	.00	.0%
001001 207000 COLLECTIONS-P/Y EXCE	0	0	.00	.00	.00	.00	.0%
001001 220100 GAS RETAIL LICENSE F	0	0	-117.08	.00	.00	117.08	100.0%
TOTAL REVENUES	-15,000	-15,000	-12,378.81	.00	.00	-2,621.19	82.5%
22 LICENSES & PERMITS							
001001 220000 PRIVILEGE LICENSES	-140,000	-140,000	-122,942.13	-10,841.68	.00	-17,057.87	87.8%
001001 221100 ELECTRICAL FRANCHISE	-3,050,000	-3,050,000	-3,037,631.98	-667,666.56	.00	-12,368.02	99.6%
001001 221200 SOLID WASTE OPER/FRA	-165,000	-165,000	-141,260.75	-12,691.05	.00	-23,739.25	85.6%
001001 221300 AT&T UVERSE VIDEO/FR	0	0	.00	.00	.00	.00	.0%
001001 221400 FIBER INFRASTRUCTURE	-9,500	-9,500	-12,854.18	-3,672.62	.00	3,354.18	135.3%
001001 221500 GAS FRANCHISE	-200,000	-200,000	-171,608.71	.00	.00	-28,391.29	85.8%
001001 221800 CSPIRE FIBER-TELEPAK	-3,000	-3,000	-1,619.65	.00	.00	-1,380.35	54.0%
001001 221900 CABLE T.V. FRANCHISE	-320,000	-320,000	-206,173.20	.00	.00	-113,826.80	64.4%
001001 222100 BUILDING PERMIT/INSP	-450,000	-450,000	-456,140.00	-42,599.00	.00	6,140.00	101.4%
001001 222200 FIRE INSPECTION	-366,000	-366,000	.00	.00	.00	-366,000.00	.0%
001001 222300 SIGN PERMIT	-15,000	-15,000	-15,792.00	-1,575.00	.00	792.00	105.3%
001001 222400 LAND CODE ENFORCEMEN	-15,000	-15,000	-13,830.00	-1,955.00	.00	-1,170.00	92.2%
001001 222500 GAS & PLUMBING	-8,000	-8,000	-7,750.00	-550.00	.00	-250.00	96.9%
001001 222600 ELECTRICAL INSPECTIO	-10,000	-10,000	-6,892.00	-956.00	.00	-3,108.00	68.9%
001001 222700 DEMOLITION PERMIT	-1,000	-1,000	-800.00	-50.00	.00	-200.00	80.0%
001001 222800 HOUSE MOVING	-1,000	-1,000	-1,350.00	-450.00	.00	350.00	135.0%
001001 223300 PUBLIC RECORDS ACCES	0	0	.00	.00	.00	.00	.0%
001001 223400 PROPERTY CLEAN-UP CO	-120,000	-120,000	-19,674.60	.00	.00	-100,325.40	16.4%

REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 223500 TAXI BADGE PERMIT	0	0	.00	.00	.00	.00	.0%
001001 223600 WRECKER REGISTRATION	-500	-500	-100.00	.00	.00	-400.00	20.0%
001001 223700 BURN OR MISC FIRE PE	-2,000	-2,000	-2,605.00	.00	.00	605.00	130.3%
001001 223800 AMBULANCE PERMIT	-900	-900	-900.00	.00	.00	.00	100.0%
001001 223900 TRANSIENT VENDOR FEE	-2,500	-2,500	-875.00	-125.00	.00	-1,625.00	35.0%
001001 224000 ZONING PETITION FEE	0	0	.00	.00	.00	.00	.0%
001001 224500 ZONING CERTIFICATE F	-10,000	-10,000	-11,575.00	-1,975.00	.00	1,575.00	115.8%
001001 224800 TITLE PLEDGE LICENSE	0	0	.00	.00	.00	.00	.0%
001001 225000 EXAMINATION FEE	0	0	.00	.00	.00	.00	.0%
001001 225500 CONTRACTOR LICENSE F	-100	-100	-200.00	-50.00	.00	100.00	200.0%
001001 225600 GOLF CART REGISTRATI	-3,000	-3,000	-3,615.00	-405.00	.00	615.00	120.5%
001001 226000 ORDINANCE SALES	0	0	.00	.00	.00	.00	.0%
001001 226500 ORDINANCE VIOLATION	0	0	.00	.00	.00	.00	.0%
001001 227004 FOOD TRUCK INSPECTIO	0	0	-350.00	.00	.00	350.00	100.0%
001001 227005 FIRE-PLAN REVIEWS	0	0	-5,604.83	.00	.00	5,604.83	100.0%
001001 228000 DATA PROCESSING FEES	0	0	.00	.00	.00	.00	.0%
001001 229000 NSF CHECK FEE	-120	-120	-80.00	.00	.00	-40.00	66.7%
001001 229900 MISC. PERMITS & FEES	-80,000	-80,000	-35,716.00	-169.00	.00	-44,284.00	44.6%
TOTAL LICENSES & PERMITS	-4,972,620	-4,972,620	-4,277,940.03	-745,730.91	.00	-694,679.97	86.0%

23 FEDERAL GRANTS

001001 230100 HHS.-SAMHSA GRANT	-326,735	-326,735	-258,453.10	-184,881.40	.00	-68,281.90	79.1%
001001 230200 DPS COVID PREMIUM PA	0	0	.00	.00	.00	.00	.0%
001001 230400 DPS - PROJECT SAFE N	0	0	-8,900.00	.00	.00	8,900.00	100.0%
001001 230500 JUST./USM-POLICE COR	0	0	.00	.00	.00	.00	.0%
001001 230600 JUST.-TREAS(ATF)	0	0	-446.78	.00	.00	446.78	100.0%
001001 230700 JUST.-OTHER	-7,255	-7,255	-18,417.42	.00	.00	11,162.42	253.9%
001001 231000 JUST.-JAIL DIVERSION	0	0	.00	.00	.00	.00	.0%
001001 231100 JUST.-BYRNE GRANTS	-21,522	-21,522	-2,496.30	.00	.00	-19,025.70	11.6%
001001 231200 JUST.-OHS DOMESTIC PR	0	0	.00	.00	.00	.00	.0%
001001 231400 JUST.-DOMESTIC PREPA	0	0	.00	.00	.00	.00	.0%
001001 231600 JUST.-COPS HIRING RE	-236,337	-236,337	-121,133.61	.00	.00	-115,203.39	51.3%
001001 231700 JUST.-UNIVERSAL COPS	-61,129	-61,129	.00	.00	.00	-61,129.00	.0%
001001 231800 JUST.-COPS TECHNOLOG	0	0	.00	.00	.00	.00	.0%
001001 232100 HHS-HIDTA NARCOTICS	-10,686	-10,686	-25,751.56	-12,704.14	.00	15,065.56	241.0%
001001 232200 NRCS-USDA STORM RELA	0	0	.00	.00	.00	.00	.0%
001001 232300 FEMA STORM RELATED R	0	0	-346,849.56	.00	.00	346,849.56	100.0%
001001 232400 FEMA-EMER. WARNING S	0	0	.00	.00	.00	.00	.0%
001001 232600 FIREFIGHTERS GRANT	0	0	-66,602.27	-56,477.27	.00	66,602.27	100.0%
001001 233500 CARES ACT-MEMA/DEPT	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 233700 FEMA RELIEF	-700,000	-3,024,924	-209,748.99	-209,748.99	.00	-2,815,175.01	6.9%
001001 233800 EDA GRANT-OWENS/ILL	0	0	.00	.00	.00	.00	.0%
001001 233900 MISC FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
001001 234900 FEMA RELIEF ADMIN.	0	0	.00	.00	.00	.00	.0%
001001 235000 DEPT.OF DEFENSE-CAMP	0	0	.00	.00	.00	.00	.0%
001001 236000 HUD-MIDTOWN STUDY	0	0	.00	.00	.00	.00	.0%
001001 236100 HUD/MDA HUB CITY LOF	0	0	.00	.00	.00	.00	.0%
001001 236200 HUD-LEAD HAZARD REDU	-1,400,650	-1,400,650	-56,950.78	.00	.00	-1,343,699.22	4.1%
001001 236300 HUD HEALTHY HOMES	0	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS	-2,764,314	-5,089,238	-1,115,750.37	-463,811.80	.00	-3,973,487.63	21.9%

25 STATE GRANTS

001001 250300 MISCELLANEOUS STATE	0	-446,996	.00	.00	.00	-446,996.00	.0%
001001 250400 MOSQUITO CONTROL GRA	0	0	.00	.00	.00	.00	.0%
001001 250500 ARCHIVES & HISTORY	0	-99,200	.00	.00	.00	-99,200.00	.0%
001001 251500 POLICE ACADEMY REIMB	-55,000	-55,000	.00	.00	.00	-55,000.00	.0%
001001 251800 SOLID WASTE GRANT	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%
001001 251900 URBAN YOUTH CORPS MD	0	0	.00	.00	.00	.00	.0%
001001 252000 DEQ GRANTS(SO.LAGOON	0	0	.00	.00	.00	.00	.0%
001001 252100 ARTS COMMISSION GRAN	0	0	.00	.00	.00	.00	.0%
001001 252200 BEAUTIFICATION-VARIO	0	0	.00	.00	.00	.00	.0%
001001 252300 MS CITY CORPS COUNCI	0	0	.00	.00	.00	.00	.0%
001001 252400 TRAFFIC GRANT	0	0	.00	.00	.00	.00	.0%
001001 252600 STOP VIOLENCE GRANT	-23,527	-69,537	-135,385.85	.00	.00	65,848.85	194.7%
001001 2526MC STOP VIOLENCE-MUNI C	-257,633	-257,633	.00	.00	.00	-257,633.00	.0%
001001 252700 ALCOHOL INCENTIVE	-39,231	-39,231	-55,111.66	-7,380.69	.00	15,880.66	140.5%
001001 252800 JUSTICE ASSISTANCE	0	0	.00	.00	.00	.00	.0%
001001 252900 TORNADO RECOVERY-MDA	0	0	.00	.00	.00	.00	.0%
001001 254500 DISASTER RELIEF	0	0	.00	.00	.00	.00	.0%
001001 254900 MEMA REGIONAL RESPON	0	0	.00	.00	.00	.00	.0%
001001 255000 MEMA-DOMESTIC PREPAR	0	0	.00	.00	.00	.00	.0%
001001 255100 MEMA-SAFE ROOMS	0	0	.00	.00	.00	.00	.0%
001001 255600 MDOT GRANT-DEPOT PRO	0	0	.00	.00	.00	.00	.0%
001001 255700 MDOT GRANT-VISITOR'S	0	0	.00	.00	.00	.00	.0%
001001 255800 MDOT GRANT-TRAFFIC S	0	0	.00	.00	.00	.00	.0%
TOTAL STATE GRANTS	-450,391	-1,042,597	-190,497.51	-7,380.69	.00	-852,099.49	18.3%

26 STATE-SHARED REVENUE

001001 260000 GENERAL SALES TAX	-27,300,000	-27,300,000	-23,133,524.59	-2,367,313.67	.00	-4,166,475.41	84.7%
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REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 260100 CITY UTILITY TAX	-50,000	-50,000	-17,888.25	-2,104.85	.00	-32,111.75	35.8%
001001 260700 SALES TAX-FOOD & BEV	0	0	.00	.00	.00	.00	.0%
001001 261000 ALCOHOLIC BEV. LICEN	-160,000	-160,000	-149,250.00	-14,624.73	.00	-10,750.00	93.3%
001001 263500 MOTOR VEH.PRIVILEGE	0	0	.00	.00	.00	.00	.0%
001001 266500 PAT HARRISON WATERWA	0	0	.00	.00	.00	.00	.0%
001001 267000 MPO-METROPOLITAN PLA	-287,654	-287,654	-82,562.07	.00	.00	-205,091.93	28.7%
TOTAL STATE-SHARED REVENUE	-27,797,654	-27,797,654	-23,383,224.91	-2,384,043.25	.00	-4,414,429.09	84.1%

27 CITY-CTY SHARED REV

001001 227001 RESTAURANT INSPECTIO	0	0	-4,000.00	-1,100.00	.00	4,000.00	100.0%
001001 227002 BUSINESS INSPECTION	0	0	-42,500.80	-6,780.00	.00	42,500.80	100.0%
001001 227003 APARTMENT/HOTEL INSP	0	0	-2,500.00	-250.00	.00	2,500.00	100.0%
001001 270501 FORREST CTY CAMP SHE	0	0	.00	.00	.00	.00	.0%
001001 270502 FORREST CTY GORDON C	0	0	.00	.00	.00	.00	.0%
001001 270600 FORREST GENERAL CTY	0	0	.00	.00	.00	.00	.0%
001001 270700 FORREST-INFRASTR.IMPR	0	0	.00	.00	.00	.00	.0%
001001 270800 LAMAR CTY	0	0	.00	.00	.00	.00	.0%
001001 270900 LAMAR/FORREST-HAZ.WA	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
001001 271800 PETAL/F-CO FLOOD INU	0	0	.00	.00	.00	.00	.0%
001001 271900 FORREST CTY-TWIN FOR	0	0	.00	.00	.00	.00	.0%
001001 272500 AIRPORT ASSIST-FORRE	0	0	.00	.00	.00	.00	.0%
001001 273900 MEMA/HAZARD MITIG/GE	0	0	.00	.00	.00	.00	.0%
001001 274005 PARTNERSHP HLTHY MS-	0	0	.00	.00	.00	.00	.0%
001001 274006 K-9 GRANT - ASBURY F	-13,000	-13,000	.00	.00	.00	-13,000.00	.0%
001001 274099 OTHER	0	-12,822	-12,822.00	.00	.00	.00	100.0%
TOTAL CITY-CTY SHARED REV	-16,000	-28,822	-61,822.80	-8,130.00	.00	33,000.80	214.5%

28 PUBLIC SAFETY

001001 285500 CRIME SCENE UNIT CON	-50,000	-50,000	.00	.00	.00	-50,000.00	.0%
001001 286000 FIRE DPT.SERV FOR OT	0	0	.00	.00	.00	.00	.0%
001001 286500 800 MHZ RADIO ACCESS	0	0	.00	.00	.00	.00	.0%
001001 287000 POLICE/FIRE-SPECIAL	-220,000	-220,000	-110,989.00	-15,151.80	.00	-109,011.00	50.4%
001001 288000 P&F LATERAL TRNG REI	0	0	-12,000.00	.00	.00	12,000.00	100.0%
001001 288100 DRUG ENF.AGENCY O/T	0	0	.00	.00	.00	.00	.0%
001001 288200 HOMELAND SECURITY O/	0	0	.00	.00	.00	.00	.0%
001001 288300 US MARSHALL O/T REIM	-12,000	-12,000	-19,224.31	-6,118.74	.00	7,224.31	160.2%

REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 288400 FED BUREAU INVEST O/	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
001001 289000 DISPATCHER TRNG. FEE	0	0	-2,264.38	.00	.00	2,264.38	100.0%
001001 289500 METRO CRIME SCENE FE	0	0	.00	.00	.00	.00	.0%
001001 289600 TROLLEY RECEIPTS	0	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC SAFETY	-285,000	-285,000	-144,477.69	-21,270.54	.00	-140,522.31	50.7%
29 STR-SAN CHARGES							
001001 290100 STREET WORK	0	0	.00	.00	.00	.00	.0%
001001 291000 PARKING METERS	-800	-800	-324.15	.00	.00	-475.85	40.5%
001001 291500 PARKING FINES	0	0	.00	.00	.00	.00	.0%
001001 292000 CROSSING LIGHT FEES	0	0	.00	.00	.00	.00	.0%
001001 293000 LOT CLEAN-UP/HEAVY T	0	0	.00	.00	.00	.00	.0%
001001 293100 CDBG LOT CLEAN-UP/DE	0	0	.00	.00	.00	.00	.0%
001001 295100 RECYCLING PICK UP	-115,000	-115,000	-85,465.77	-8,394.43	.00	-29,534.23	74.3%
001001 296000 TRASH HAULING	-190,000	-190,000	-2,615.00	.00	.00	-187,385.00	1.4%
001001 296500 RESIDENTL WASTE COLL	-2,050,000	-2,050,000	-1,962,272.73	-203,565.64	.00	-87,727.27	95.7%
001001 297000 SANITA-REFUND & RECO	0	0	.00	.00	.00	.00	.0%
TOTAL STR-SAN CHARGES	-2,355,800	-2,355,800	-2,050,677.65	-211,960.07	.00	-305,122.35	87.0%
33 FINES & FORFEITS							
001001 331000 MUNICIPAL COURT COLL	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
001001 332000 POLICE FINES	-115,000	-115,000	-17,896.36	-1,369.79	.00	-97,103.64	15.6%
001001 332100 CITY COURT COSTS	-85,000	-85,000	-48,224.36	-6,034.86	.00	-36,775.64	56.7%
001001 332200 CCC-JAIL REIMB.	0	0	-1,062.38	.00	.00	1,062.38	100.0%
001001 332700 ANIMAL CONTROL	0	0	-24.87	.00	.00	24.87	100.0%
001001 332800 COURT TECHNOLOGY FEE	-190,000	-190,000	-107,889.01	-13,331.29	.00	-82,110.99	56.8%
001001 332900 FORF-FED(FBI)	0	0	.00	.00	.00	.00	.0%
001001 333000 ENVIRONMENTAL COURT	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
001001 335000 INTELLISAFE REVENUE	0	0	.00	.00	.00	.00	.0%
TOTAL FINES & FORFEITS	-396,000	-396,000	-175,096.98	-20,735.94	.00	-220,903.02	44.2%
34 MISCELLANEOUS							
001001 340300 OTHER INTEREST-CD'S	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

FOR 2024 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001	340500	CHECKING ACCOUNT INT	-75,000	-75,000	-41,152.55	-5,928.87	.00	-33,847.45	54.9%
001001	340600	INTEREST-GRANT MONIE	0	0	.00	.00	.00	.00	.0%
001001	340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
001001	341105	LAMAR OUTDOOR ADVERT	0	0	.00	.00	.00	.00	.0%
001001	341110	ALWEST ADVERTISING	0	0	.00	.00	.00	.00	.0%
001001	341111	MS. POWER-HWY.42	0	0	.00	.00	.00	.00	.0%
001001	341112	TRITELL COMMUNICATIO	0	0	.00	.00	.00	.00	.0%
001001	341201	TRAIN DEPOT FACILITY	-22,000	-22,000	-24,125.00	-3,575.00	.00	2,125.00	109.7%
001001	341202	P&F ACADEMY RENTALS	-16,000	-16,000	-6,275.00	-2,300.00	.00	-9,725.00	39.2%
001001	341203	PBMH-COURTESY FORD B	-12,000	-12,000	-5,000.00	.00	.00	-7,000.00	41.7%
001001	341205	SEXUAL ASSAULT CRISI	0	0	.00	.00	.00	.00	.0%
001001	341207	MERCHANTS	-2,400	-2,400	-2,000.00	-200.00	.00	-400.00	83.3%
001001	341208	DEPOT - AMTRAK	0	0	.00	.00	.00	.00	.0%
001001	341223	KLONDYKE ST RENT	-30,000	-30,000	-20,000.00	.00	.00	-10,000.00	66.7%
001001	341241	USM CELLULAR ONE REN	0	0	.00	.00	.00	.00	.0%
001001	341245	MISC CELL TOWER REVE	-3,000	-3,000	-2,970.00	.00	.00	-30.00	99.0%
001001	341262	HUBSOUTH/WATER TOWER	0	0	.00	.00	.00	.00	.0%
001001	341299	OTHER BLDG. RENT	0	0	-1,500.00	-1,500.00	.00	1,500.00	100.0%
001001	341500	PARKING GARAGE-CIVIC	-12,000	-12,000	-11,505.00	-1,695.00	.00	-495.00	95.9%
001001	341600	PARKING GARAGE-PINE	-12,000	-12,000	-7,470.00	-630.00	.00	-4,530.00	62.3%
001001	341701	MAIN STREET PARKING	-5,000	-5,000	-5,440.00	-1,370.00	.00	440.00	108.8%
001001	341702	CHURCH PARKING LOT	0	0	.00	.00	.00	.00	.0%
001001	341703	RAILROAD PARKING LOT	0	0	.00	.00	.00	.00	.0%
001001	341704	MOBILE ST. PKG.LOT #	-600	-600	.00	.00	.00	-600.00	.0%
001001	341705	MOBILE ST. PKG.LOT #	0	0	.00	.00	.00	.00	.0%
001001	341706	BATSON STREET PKG. L	0	0	.00	.00	.00	.00	.0%
001001	341707	HEMPHILL PKG. LOT	-1,800	-1,800	-1,200.00	-150.00	.00	-600.00	66.7%
001001	341708	EAST PINE PKG.LOT	-600	-600	.00	.00	.00	-600.00	.0%
001001	341709	PARKING-MISC	0	0	.00	.00	.00	.00	.0%
001001	341710	REGIONS BANK STREET	-400	-400	-360.00	.00	.00	-40.00	90.0%
001001	341900	EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001001	342000	CEMETERY FEES	-40,000	-40,000	-27,850.00	-1,540.00	.00	-12,150.00	69.6%
001001	345001	CONTRIB-GORDONS CRK	0	0	.00	.00	.00	.00	.0%
001001	345002	CONTRIB-REV 911 MINU	0	0	.00	.00	.00	.00	.0%
001001	345003	CONTRIB-TRAIN DAY (	0	0	.00	.00	.00	.00	.0%
001001	345004	CONTRIB-FRST CTY ART	0	0	.00	.00	.00	.00	.0%
001001	345501	CONTR-HISTORIC HBRG	-30,000	-30,000	-36,000.00	.00	.00	6,000.00	120.0%
001001	345502	CONTR-FRST CTY MUN C	0	0	.00	.00	.00	.00	.0%
001001	345503	CNTR-HPFL-MPO PAVEME	0	0	.00	.00	.00	.00	.0%
001001	345800	CONTRIBUTIONS-PRVEPA	0	0	.00	.00	.00	.00	.0%
001001	345900	CONTRIBUTIONS-OTHER	-150,000	-150,000	-75,000.00	-75,000.00	.00	-75,000.00	50.0%
001001	346001	CONTRIB-RAILROAD PRO	0	0	.00	.00	.00	.00	.0%
001001	346100	CONTRIB-POLICEMAN'S	-800	-800	.00	.00	.00	-800.00	.0%
001001	346200	CONTRIB-NCBM-BROWNFI	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 346300 CONTRIB-SENIOR FARE	0	0	.00	.00	.00	.00	.0%
001001 346400 CONTRIB-MAYOR'S YOUT	0	0	.00	.00	.00	.00	.0%
001001 346500 CONTRIB-H'BURG. CONV	-4,000	-4,000	.00	.00	.00	-4,000.00	.0%
001001 346600 CONTRIB-NIGHT OUT AG	0	0	.00	.00	.00	.00	.0%
001001 346700 CONTRIB-CEMETERY PRO	0	0	.00	.00	.00	.00	.0%
001001 346800 CONTRIB-PKS/REC. PRO	0	0	.00	.00	.00	.00	.0%
001001 346900 CONTRIB-OTHER	-5,000	-5,000	.00	.00	.00	-5,000.00	.0%
001001 347000 CONTRIB. MIDNIGHT ON	-4,000	-4,000	-4,250.00	-4,250.00	.00	250.00	106.3%
001001 347100 CONTRIB-NLC HEALTH I	0	0	.00	.00	.00	.00	.0%
001001 347200 CONTRIB-NLC FISCL	0	0	.00	.00	.00	.00	.0%
001001 347300 CONTRIB-KEEP AMERICA	0	0	.00	.00	.00	.00	.0%
001001 347400 CONTRIB-PBMH CIT TRA	0	0	.00	.00	.00	.00	.0%
001001 347500 CONTRIB-COMMUNITY DE	0	0	-500.00	.00	.00	500.00	100.0%
001001 347600 CONTRIBUTION-PRIVATE	0	0	-8,263.70	.00	.00	8,263.70	100.0%
TOTAL MISCELLANEOUS	-426,600	-426,600	-280,861.25	-98,138.87	.00	-145,738.75	65.8%
35 OTHER - MISC							
001001 359000 POLICE DEPT-MISC CHA	-535,000	-535,000	-501,205.76	-54,775.24	.00	-33,794.24	93.7%
001001 359901 MS POWER ENRGY EFFIC	0	0	.00	.00	.00	.00	.0%
TOTAL OTHER - MISC	-535,000	-535,000	-501,205.76	-54,775.24	.00	-33,794.24	93.7%
38 TRANSFERS IN							
001001 380011 T/F WATER & SEWER	-824,000	-824,000	-824,000.00	-200,000.00	.00	.00	100.0%
001001 380012 T/F '99 TIF B&I CONS	0	0	.00	.00	.00	.00	.0%
001001 380019 T/F POL.FORFEITURES	0	0	.00	.00	.00	.00	.0%
001001 380021 T/F '02 TIF B&I HOME	0	0	.00	.00	.00	.00	.0%
001001 380022 T/F '03 TIF B&I CHAU	0	0	.00	.00	.00	.00	.0%
001001 380025 T/F '11 TIF B&I KOH	0	0	.00	.00	.00	.00	.0%
001001 380027 T/F TAX COLLECTORS-G	-21,400,000	-21,400,000	-20,298,163.65	-306,476.35	.00	-1,101,836.35	94.9%
001001 380075 T/F W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
001001 380079 T/F COVID FISCAL REC	0	0	.00	.00	.00	.00	.0%
001001 380082 T/F COM.DEV.BLK.GRAN	0	0	.00	.00	.00	.00	.0%
001001 380087 T/F IND.PARK (KOHLE	0	0	.00	.00	.00	.00	.0%
001001 380091 T/F 2007 TIF CONST-T	0	-827	.00	.00	.00	-827.00	.0%
001001 380095 T/F 2001 STREETS,SWR	0	0	.00	.00	.00	.00	.0%
001001 3800EB T/F TAX COLL-EXCESS	-170,000	-170,000	-67,166.44	.00	.00	-102,833.56	39.5%

REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001001 3800IN T/F TAX COLL-CHKG IN	0	0	.00	.00	.00	.00	.0%
001001 3800IP T/F TAX COLL-INT/PEN	-300,000	-300,000	-195,273.80	-15,240.15	.00	-104,726.20	65.1%
001001 3800M T/F WTR/SWR(METER GO)	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS IN	-22,694,000	-22,694,827	-21,384,603.89	-521,716.50	.00	-1,310,223.11	94.2%
39 NON-REVENUE RECEIPTS							
001001 391200 BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
001001 391500 ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
001001 392000 SALE OF REAL ESTATE	0	0	-1,400.00	.00	.00	1,400.00	100.0%
001001 392300 SALE OF TIMBER	0	0	.00	.00	.00	.00	.0%
001001 392500 SALE OF EASEMENTS	0	0	.00	.00	.00	.00	.0%
001001 393000 SALE OF CEMETERY LOT	-70,000	-70,000	-44,787.50	-4,540.00	.00	-25,212.50	64.0%
001001 394000 SALE OF EQUIPMENT	-270,000	-270,000	-164,335.00	-5,129.00	.00	-105,665.00	60.9%
001001 394300 SALE OF SCRAP MATERI	-3,500	-3,500	-18,285.68	-2,470.15	.00	14,785.68	522.4%
001001 394500 SALE OF MISC. ITEMS	0	0	-100.00	.00	.00	100.00	100.0%
001001 394700 SALE OF MAPS/PUBLICA	0	0	-116.00	-38.00	.00	116.00	100.0%
001001 394800 SALE OF RECYCLABLE I	0	0	.00	.00	.00	.00	.0%
001001 395000 MDB LOAN PYMT-HUB CI	0	0	-1,508.83	.00	.00	1,508.83	100.0%
001001 395900 COPIES/RECORDS REQUE	-200	-200	-154.70	.00	.00	-45.30	77.4%
001001 396100 MS TANK PROJECT	0	0	.00	.00	.00	.00	.0%
001001 396200 INSURANCE REIMB-STOR	0	0	.00	.00	.00	.00	.0%
001001 396400 VENDING COMM./REFUND	0	0	.00	.00	.00	.00	.0%
001001 396500 REFUND & RECOVERY	-25,000	-25,000	-13,759.49	.00	.00	-11,240.51	55.0%
001001 396501 SETTLEMENT PROCEEDS	0	0	-24,452.86	-3,366.70	.00	24,452.86	100.0%
001001 396700 RECOVERY OF DAMAGE C	0	0	-42,032.22	-2,222.87	.00	42,032.22	100.0%
001001 396800 REFUND/RECOVERY-INFO	0	0	.00	.00	.00	.00	.0%
001001 396900 RECOVERY-PERS SERV/E	0	0	.00	.00	.00	.00	.0%
001001 397000 CAPITAL LEASE PROCEE	0	0	.00	.00	.00	.00	.0%
001001 397100 TIF DEPOSIT/PROCEEDS	0	0	.00	.00	.00	.00	.0%
001001 397503 FIRE/POLICE STATION	0	0	.00	.00	.00	.00	.0%
001001 397507 CHURCH PROJ (MDB)	0	0	.00	.00	.00	.00	.0%
001001 397508 POLICE COMPLEX ARCHI	0	0	.00	.00	.00	.00	.0%
001001 399900 APPROPRIABLE FUND BA	-20,000,000	-20,002,997	.00	.00	.00	-20,002,997.00	.0%
TOTAL NON-REVENUE RECEIPTS	-20,368,700	-20,371,697	-310,932.28	-17,766.72	.00	-20,060,764.72	1.5%
TOTAL REVENUES	-83,077,079	-86,010,855	-53,939,769.93	-4,555,460.53	.00	-32,071,085.07	62.7%
TOTAL General Fund	-83,077,079	-86,010,855	-53,939,769.93	-4,555,460.53	.00	-32,071,085.07	62.7%
TOTAL REVENUES	-83,077,079	-86,010,855	-53,939,769.93	-4,555,460.53	.00	-32,071,085.07	

002 PARKS & RECREATION FUND

REVENUE REPORT

FOR 2024 10

002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002001 PKS/REC FUND REVENUES								
002001 316218	COOKING CLASS	0	0	.00	.00	.00	.00	.0%
002001 345006	CONTRIB-JAYCEE PARK	0	0	.00	.00	.00	.00	.0%
	TOTAL UNDEFINED CHAR	0	0	.00	.00	.00	.00	.0%
22 LICENSES & PERMITS								
002001 229000	NSF CHECK FEE	0	0	.00	.00	.00	.00	.0%
	TOTAL LICENSES & PERMITS	0	0	.00	.00	.00	.00	.0%
23 FEDERAL GRANTS								
002001 233700	FEMA RELIEF	0	0	.00	.00	.00	.00	.0%
002001 233900	MISC FEDERAL GRANTS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
002001 235100	NATL PARK SER/LAND W	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
25 STATE GRANTS								
002001 250300	MISCELLANEOUS STATE	-6,660	-6,660	.00	.00	.00	-6,660.00	.0%
002001 250800	MDOT-INTERCHANGE ENH	0	0	.00	.00	.00	.00	.0%
002001 254500	DISASTER RELIEF	0	0	.00	.00	.00	.00	.0%
	TOTAL STATE GRANTS	-6,660	-6,660	.00	.00	.00	-6,660.00	.0%
27 CITY-CTY SHARED REV								
002001 274001	PEOPLES PARK	0	0	.00	.00	.00	.00	.0%
002001 274002	THAMES SCHOOL	0	0	.00	.00	.00	.00	.0%
002001 274003	SUMMER DAY CAMP	0	0	.00	.00	.00	.00	.0%
002001 274099	OTHER	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

FOR 2024 10

002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL CITY-CTY SHARED REV	0	0	.00	.00	.00	.00	.0%
28 PUBLIC SAFETY								
002001	289200 NON-SWORN TRNG FEES	0	0	.00	.00	.00	.00	.0%
	TOTAL PUBLIC SAFETY	0	0	.00	.00	.00	.00	.0%
30 MISCELLANEOUS								
002001	311000 SWIM FEES-C.E. ROY/5	-300	-300	-566.18	-234.06	.00	266.18	188.7%
002001	311200 SWIM FEES-DAHMER PAR	-600	-600	-446.40	-140.28	.00	-153.60	74.4%
002001	311500 SWIM FEES-REC. CTR.	0	0	-298.54	-46.90	.00	298.54	100.0%
002001	311600 URBAN LINE DANCING	0	0	.00	.00	.00	.00	.0%
002001	311700 ADULT GOLF FEES	0	0	.00	.00	.00	.00	.0%
002001	311800 TENNIS FEES	0	0	.00	.00	.00	.00	.0%
002001	311900 FENCING FEES	0	0	.00	.00	.00	.00	.0%
002001	312000 PLAYGROUND FEES	0	0	-210.00	.00	.00	210.00	100.0%
002001	312100 CHEER PROGRAM	-800	-800	-120.00	-120.00	.00	-680.00	15.0%
002001	312200 SUMMER DAY CAMP	-10,000	-10,000	-11,580.00	30.00	.00	1,580.00	115.8%
002001	313800 TATUM PK PAVILION US	-600	-600	-2,525.00	.00	.00	1,925.00	420.8%
002001	313900 EASTSIDE PK PAVILION	-200	-200	-250.00	.00	.00	50.00	125.0%
002001	314000 MCNAIR REC CTR USE F	0	0	-58.26	-58.26	.00	58.26	100.0%
002001	314700 DAHMER PAVILION USE	-800	-800	-75.00	-50.00	.00	-725.00	9.4%
002001	315000 BALLFIELD USE FEES	-1,500	-1,500	-1,125.00	.00	.00	-375.00	75.0%
002001	315100 PARKS-MISC USE FEES	-8,300	-8,300	-4,327.00	-1,100.00	.00	-3,973.00	52.1%
002001	315900 PROCESSING FEE	0	0	-1,344.00	-75.00	.00	1,344.00	100.0%
002001	316001 FLAG FOOTBALL	0	0	.00	.00	.00	.00	.0%
002001	316002 LITTLE TIGERS BASKET	-4,000	-4,000	-2,350.00	.00	.00	-1,650.00	58.8%
002001	316003 JUNIOR GOLF FEES	0	0	.00	.00	.00	.00	.0%
002001	316004 YOUTH TRACK & FIELD	-2,500	-2,500	-3,000.00	.00	.00	500.00	120.0%
002001	316005 T-BALL	0	0	.00	.00	.00	.00	.0%
002001	316006 GIRLS' SOFTBALL	0	0	.00	.00	.00	.00	.0%
002001	316007 BOYS' SOFTBALL	0	0	.00	.00	.00	.00	.0%
002001	316010 GIRLS FASTPITCH	0	0	.00	.00	.00	.00	.0%
002001	316011 BOYS FASTPITCH	0	0	.00	.00	.00	.00	.0%
002001	316015 TACKLE FOOTBALL	-600	-600	-1,800.00	-1,680.00	.00	1,200.00	300.0%
002001	316020 CHEER LEADING	0	0	-120.00	-120.00	.00	120.00	100.0%
002001	316201 CHURCH LEAGUE BASKET	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002001	316202 ADULT BASKETBALL	-4,000	-4,000	-2,850.00	.00	.00	-1,150.00	71.3%
002001	316203 ADULT CO-ED SOFTBALL	-4,000	-4,000	-1,050.00	-190.00	.00	-2,950.00	26.3%
002001	316204 ADULT MEN'S SOFTBALL	-6,500	-6,500	-4,800.00	.00	.00	-1,700.00	73.8%
002001	316205 ADULT WOMEN'S SOFTBA	0	0	.00	.00	.00	.00	.0%
002001	316206 ADULT FOOTBALL	0	0	.00	.00	.00	.00	.0%
002001	316207 ADULT SOFTBALL-CHURC	0	0	.00	.00	.00	.00	.0%
002001	316208 ADULT SOCCER	0	0	.00	.00	.00	.00	.0%
002001	316209 ADULT FLAG FOOTBALL	-500	-500	.00	.00	.00	-500.00	.0%
002001	316210 ADULT DODGEBALL	0	0	-640.00	.00	.00	640.00	100.0%
002001	316211 ADULT KICKBALL	0	0	.00	.00	.00	.00	.0%
002001	316212 ADULT PICKLEBALL	0	0	.00	.00	.00	.00	.0%
002001	316213 ADULT LINE DANCING	0	0	.00	.00	.00	.00	.0%
002001	316214 SWING DANCE CLASS	0	0	.00	.00	.00	.00	.0%
002001	316215 ADULT VOLLEY BALL	0	0	.00	.00	.00	.00	.0%
002001	316216 OUTDOOR ADVENTURES	0	0	.00	.00	.00	.00	.0%
002001	316217 ADULT SAND VOLLEY BA	0	0	.00	.00	.00	.00	.0%
002001	317000 CERAMICS CLASS FEES	-1,200	-1,200	-2,250.00	.00	.00	1,050.00	187.5%
002001	317100 HATTIESBARKER DOG TR	0	0	.00	.00	.00	.00	.0%
002001	317800 DRAMA,ART,DANCE LESS	-28,000	-28,000	-30,626.33	-2,670.00	.00	2,626.33	109.4%
002001	319000 OTHER	0	0	-425.00	.00	.00	425.00	100.0%
TOTAL MISCELLANEOUS		-74,400	-74,400	-72,836.71	-6,454.50	.00	-1,563.29	97.9%
34 MISCELLANEOUS								
002001	340500 CHECKING ACCOUNT INT	-15,000	-15,000	-24,021.64	-4,507.39	.00	9,021.64	160.1%
002001	345500 CONTRIBUTIONS-FORRES	0	0	-25,000.00	.00	.00	25,000.00	100.0%
002001	346200 CONTRIB-NCBM-BROWNF	0	0	.00	.00	.00	.00	.0%
002001	346300 CONTRIB-SENIOR FARE	0	0	.00	.00	.00	.00	.0%
002001	346400 CONTRIB-MAYOR'S YOUT	0	0	.00	.00	.00	.00	.0%
002001	346800 CONTRIB-PKS/REC. PRO	0	0	.00	.00	.00	.00	.0%
002001	346900 CONTRIB-OTHER	0	-14,000	-4,000.00	.00	.00	-10,000.00	28.6%
TOTAL MISCELLANEOUS		-15,000	-29,000	-53,021.64	-4,507.39	.00	24,021.64	182.8%
38 TRANSFERS IN								
002001	380001 T/F GENERAL FUND	-2,654,176	-3,639,176	-3,867,176.00	.00	.00	228,000.00	106.3%
002001	380010 T/F WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
002001	380027 T/F TAX COLLECTORS-G	-1,040,000	-1,040,000	-1,013,911.85	-14,837.05	.00	-26,088.15	97.5%

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002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002001 380087	T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
002001 380098	T/F WATER METER PROJ	0	-2,463	.00	.00	.00	-2,463.00	.0%
	TOTAL TRANSFERS IN	-3,694,176	-4,681,639	-4,881,087.85	-14,837.05	.00	199,448.85	104.3%
39 NON-REVENUE RECEIPTS								
002001 394000	SALE OF EQUIPMENT	0	0	.00	.00	.00	.00	.0%
002001 394500	SALE OF MISC. ITEMS	0	0	.00	.00	.00	.00	.0%
002001 396200	INSURANCE REIMB-STOR	0	-25,000	.00	.00	.00	-25,000.00	.0%
002001 396400	VENDING COMM./REFUND	0	0	.00	.00	.00	.00	.0%
002001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
002001 396700	RECOVERY OF DAMAGE C	0	0	-12,050.00	.00	.00	12,050.00	100.0%
002001 399900	APPROPRIABLE FUND BA	-800,000	-648,001	.00	.00	.00	-648,001.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-800,000	-673,001	-12,050.00	.00	.00	-660,951.00	1.8%
	TOTAL PKS/REC FUND REVENUES	-4,591,236	-5,465,700	-5,018,996.20	-25,798.94	.00	-446,703.80	91.8%
	TOTAL PARKS & RECREATION FUND	-4,591,236	-5,465,700	-5,018,996.20	-25,798.94	.00	-446,703.80	91.8%
	TOTAL REVENUES	-4,591,236	-5,465,700	-5,018,996.20	-25,798.94	.00	-446,703.80	
004 LIBRARY FUND								
004001 LIBRARY FUND REVENUES								
38 TRANSFERS IN								
004001 380027	T/F TAX COLLECTORS-G	0	0	-939,272.48	-13,749.34	.00	939,272.48	100.0%
	TOTAL TRANSFERS IN	0	0	-939,272.48	-13,749.34	.00	939,272.48	100.0%
	TOTAL LIBRARY FUND REVENUES	0	0	-939,272.48	-13,749.34	.00	939,272.48	100.0%
	TOTAL LIBRARY FUND	0	0	-939,272.48	-13,749.34	.00	939,272.48	100.0%
	TOTAL REVENUES	0	0	-939,272.48	-13,749.34	.00	939,272.48	
005 HATT.MUNICIPAL FIRE PROTECTION								
005001 H.M.F.P.FUND REVENUES								

REVENUE REPORT

FOR 2024 10

005	HATT.MUNICIPAL FIRE PROTECTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
26 STATE-SHARED REVENUE								
005001 262000	PRO-RATA FIRE INS. P	-290,000	-290,000	.00	.00	.00	-290,000.00	.0%
005001 262500	FIRE INS REBATE/CODE	-7,500	-7,500	.00	.00	.00	-7,500.00	.0%
	TOTAL STATE-SHARED REVENUE	-297,500	-297,500	.00	.00	.00	-297,500.00	.0%
28 PUBLIC SAFETY								
005001 286200	FIRE PROT.SHARE-USM	-96,000	-96,000	.00	.00	.00	-96,000.00	.0%
005001 288500	HAZ.MAT.TRAINING FEE	0	0	.00	.00	.00	.00	.0%
	TOTAL PUBLIC SAFETY	-96,000	-96,000	.00	.00	.00	-96,000.00	.0%
33 FINES & FORFEITS								
005001 332500	FIRE CODE VIOLATIONS	-50	-50	.00	.00	.00	-50.00	.0%
	TOTAL FINES & FORFEITS	-50	-50	.00	.00	.00	-50.00	.0%
34 MISCELLANEOUS								
005001 340500	CHECKING ACCOUNT INT	-6,000	-6,000	-4,520.68	-8.86	.00	-1,479.32	75.3%
005001 346900	CONTRIB-OTHER	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-6,000	-6,000	-4,520.68	-8.86	.00	-1,479.32	75.3%
38 TRANSFERS IN								
005001 380001	T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
005001 380087	T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
005001 392000	SALE OF REAL ESTATE	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

005	HATT.MUNICIPAL FIRE PROTECTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
005001 394000	SALE OF EQUIPMENT	0	0	.00	.00	.00	.00	.0%
005001 396200	INSURANCE REIMB-STOR	0	0	.00	.00	.00	.00	.0%
005001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
005001 397000	CAPITAL LEASE PROCEE	0	0	.00	.00	.00	.00	.0%
005001 397503	FIRE/POLICE STATION	0	0	.00	.00	.00	.00	.0%
005001 399900	APPROPRIABLE FUND BA	-1,150,000	-1,092,958	.00	.00	.00	-1,092,958.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-1,150,000	-1,092,958	.00	.00	.00	-1,092,958.00	.0%
	TOTAL H.M.F.P.FUND REVENUES	-1,549,550	-1,492,508	-4,520.68	-8.86	.00	-1,487,987.32	.3%
	TOTAL HATT.MUNICIPAL FIRE PROTECT	-1,549,550	-1,492,508	-4,520.68	-8.86	.00	-1,487,987.32	.3%
	TOTAL REVENUES	-1,549,550	-1,492,508	-4,520.68	-8.86	.00	-1,487,987.32	
008 SPECIAL STREET IMPR.FUND								
008001 SPEC.ST.IMPR REVENUES								
26 STATE-SHARED REVENUE								
008001 265000	MUNICIPAL AID	-80,000	-80,000	-95,041.26	-27,728.10	.00	15,041.26	118.8%
	TOTAL STATE-SHARED REVENUE	-80,000	-80,000	-95,041.26	-27,728.10	.00	15,041.26	118.8%
34 MISCELLANEOUS								
008001 340500	CHECKING ACCOUNT INT	-1,800	-1,800	-1,928.24	-29.88	.00	128.24	107.1%
008001 345200	CONTRIB-USM	0	0	.00	.00	.00	.00	.0%
008001 345500	CONTRIBUTIONS-FORRES	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-1,800	-1,800	-1,928.24	-29.88	.00	128.24	107.1%
38 TRANSFERS IN								
008001 380001	T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
008001 380072	T/F MUN.ROAD & BRIDG	0	0	.00	.00	.00	.00	.0%

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008	SPECIAL STREET IMPR.FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
008001 380087	T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
008001 380097	T/F '92 PARKS,REC,ST	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
008001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
008001 397100	TIF DEPOSIT/PROCEEDS	0	0	.00	.00	.00	.00	.0%
008001 399900	APPROPRIABLE FUND BA	-363,000	-363,969	.00	.00	.00	-363,969.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-363,000	-363,969	.00	.00	.00	-363,969.00	.0%
	TOTAL SPEC.ST.IMPR REVENUES	-444,800	-445,769	-96,969.50	-27,757.98	.00	-348,799.50	21.8%
	TOTAL SPECIAL STREET IMPR.FUND	-444,800	-445,769	-96,969.50	-27,757.98	.00	-348,799.50	21.8%
	TOTAL REVENUES	-444,800	-445,769	-96,969.50	-27,757.98	.00	-348,799.50	
009 WATER & SEWER OPERATION/MAINT.								
009001 W&S O&M REVENUES								
29 STR-SAN CHARGES								
009001 295500	LAGOON DUMPING	-65,000	-65,000	-65,970.00	-5,010.00	.00	970.00	101.5%
	TOTAL STR-SAN CHARGES	-65,000	-65,000	-65,970.00	-5,010.00	.00	970.00	101.5%
30 MISCELLANEOUS								
009001 361000	TAPS	0	0	.00	.00	.00	.00	.0%
009001 372000	SEWERAGE TREATMENT	0	0	.00	.00	.00	.00	.0%
009001 373000	METER RELOCATION	0	0	.00	.00	.00	.00	.0%
009001 379000	MISCELLANEOUS	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								

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009	WATER & SEWER OPERATION/MAINT.	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009001 340500	CHECKING ACCOUNT INT	-5,000	-5,000	-718.46	.00	.00	-4,281.54	14.4%
009001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
009001 341900	EQUIPMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-5,000	-5,000	-718.46	.00	.00	-4,281.54	14.4%
38 TRANSFERS IN								
009001 380010	T/F WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
009001 380011	T/F WATER & SEWER	-15,000,000	-15,000,000	-12,500,000.00	-1,250,000.00	.00	-2,500,000.00	83.3%
009001 380024	T/F CUSTOMER METER	0	0	.00	.00	.00	.00	.0%
009001 380075	T/F W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
009001 380087	T/F IND.PARK (KOHLE	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-15,000,000	-15,000,000	-12,500,000.00	-1,250,000.00	.00	-2,500,000.00	83.3%
39 NON-REVENUE RECEIPTS								
009001 394000	SALE OF EQUIPMENT	-1,000	-1,000	.00	.00	.00	-1,000.00	.0%
009001 394300	SALE OF SCRAP MATERI	-3,500	-3,500	.00	.00	.00	-3,500.00	.0%
009001 394500	SALE OF MISC. ITEMS	0	0	.00	.00	.00	.00	.0%
009001 396200	INSURANCE REIMB-STOR	0	0	.00	.00	.00	.00	.0%
009001 396500	REFUND & RECOVERY	0	0	-23.87	.00	.00	23.87	100.0%
009001 396700	RECOVERY OF DAMAGE C	0	0	.00	.00	.00	.00	.0%
009001 397000	CAPITAL LEASE PROCEE	0	0	.00	.00	.00	.00	.0%
009001 399900	APPROPRIABLE FUND BA	-1,000,000	-1,968,720	.00	.00	.00	-1,968,720.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-1,004,500	-1,973,220	-23.87	.00	.00	-1,973,196.13	.0%
	TOTAL W&S O&M REVENUES	-16,074,500	-17,043,220	-12,566,712.33	-1,255,010.00	.00	-4,476,507.67	73.7%
	TOTAL WATER & SEWER OPERATION/MAI	-16,074,500	-17,043,220	-12,566,712.33	-1,255,010.00	.00	-4,476,507.67	73.7%
	TOTAL REVENUES	-16,074,500	-17,043,220	-12,566,712.33	-1,255,010.00	.00	-4,476,507.67	

010 WATER & SEWER B & I**010001 W&S B&I REVENUES****34 MISCELLANEOUS**

REVENUE REPORT

FOR 2024 10

010	WATER & SEWER B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010001	340500 CHECKING ACCOUNT INT	-50,000	-50,000	-129,616.53	-13,989.94	.00	79,616.53	259.2%
010001	340700 OTHER INTEREST	0	0	-6,903.15	.00	.00	6,903.15	100.0%
	TOTAL MISCELLANEOUS	-50,000	-50,000	-136,519.68	-13,989.94	.00	86,519.68	273.0%
38 TRANSFERS IN								
010001	380011 T/F WATER & SEWER	0	0	-333,333.00	.00	.00	333,333.00	100.0%
010001	380015 T/F W&S B&I USA YEAS	0	0	.00	.00	.00	.00	.0%
010001	380017 T/F W & S CONTINGENC	0	0	.00	.00	.00	.00	.0%
010001	380021 T/F 21 REFUNDING	-4,000,000	-4,000,000	-2,999,997.00	-333,333.00	.00	-1,000,003.00	75.0%
010001	380075 T/F W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
010001	380078 T/F WATER METER PROJ	0	0	.00	.00	.00	.00	.0%
010001	380087 T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
010001	380094 T/F '12 W&S REV BOND	0	0	.00	.00	.00	.00	.0%
010001	380099 T/F '10 W&S GO BONDS	0	0	.00	.00	.00	.00	.0%
010001	3800B T/F WATER & SEWER '12	-660,000	-660,000	-495,000.00	.00	.00	-165,000.00	75.0%
010001	3800C T/F WATER & SEWER '13	-1,350,000	-1,350,000	-1,125,000.00	-112,500.00	.00	-225,000.00	83.3%
010001	3800D T/F WATER & SEWER '16	0	0	.00	.00	.00	.00	.0%
010001	3800GO T/F '10 W&S GO BONDS	-255,000	-255,000	-212,500.00	-21,250.00	.00	-42,500.00	83.3%
010001	3800M T/F WTR/SWR(METER GO)	-390,000	-390,000	-391,000.00	-98,500.00	.00	1,000.00	100.3%
010001	3800RF T/F W&S '16 REF BOND	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-6,655,000	-6,655,000	-5,556,830.00	-565,583.00	.00	-1,098,170.00	83.5%
39 NON-REVENUE RECEIPTS								
010001	391200 BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
010001	391300 BOND PREMIUM	0	0	.00	.00	.00	.00	.0%
010001	391500 ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
010001	396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
010001	399900 APPROPRIABLE FUND BA	-22,970,000	-29,832,704	.00	.00	.00	-29,832,704.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-22,970,000	-29,832,704	.00	.00	.00	-29,832,704.00	.0%
	TOTAL W&S B&I REVENUES	-29,675,000	-36,537,704	-5,693,349.68	-579,572.94	.00	-30,844,354.32	15.6%
	TOTAL WATER & SEWER B & I	-29,675,000	-36,537,704	-5,693,349.68	-579,572.94	.00	-30,844,354.32	15.6%
	TOTAL REVENUES	-29,675,000	-36,537,704	-5,693,349.68	-579,572.94	.00	-30,844,354.32	

011 WATER & SEWER FUND

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FOR 2024 10

011	WATER & SEWER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
011000 WATER & SEWER BALANCE SHEET								
20 REVENUES								
011000	364000	SERVICE FEE	0	0	.00	.00	.00	.0%
	TOTAL REVENUES		0	0	.00	.00	.00	.0%
	TOTAL WATER & SEWER BALANCE SHEET		0	0	.00	.00	.00	.0%
011001 WATER & SEWER REVENUES								
22 LICENSES & PERMITS								
011001	229000	NSF CHECK FEE	-3,000	-3,000	-3,823.33	-256.84	.00	823.33 127.4%
	TOTAL LICENSES & PERMITS		-3,000	-3,000	-3,823.33	-256.84	.00	823.33 127.4%
30 MISCELLANEOUS								
011001	360000	METERED WATER SALES	0	0	.00	.00	.00	.0%
011001	360001	RESIDENTIAL WATER-NO	-8,100,000	-8,100,000	-6,789,729.18	-631,829.66	.00	-1,310,270.82 83.8%
011001	360002	TAXABLE WATER SALES	-3,500,000	-3,500,000	-4,042,766.23	-457,682.90	.00	542,766.23 115.5%
011001	360003	TAXABLE WATER-USA YE	-550,000	-550,000	-66,757.80	.00	.00	-483,242.20 12.1%
011001	360011	NON-RESIDENTIAL WATE	-1,500,000	-1,500,000	-1,122,016.55	-119,227.91	.00	-377,983.45 74.8%
011001	361000	TAPS	-190,000	-190,000	-160,855.83	-40,817.66	.00	-29,144.17 84.7%
011001	361100	TAXABLE WATER TAPS	0	0	.00	.00	.00	.0%
011001	362000	WATER TURN-ON FEE	-70,000	-70,000	-50,061.99	-6,417.40	.00	-19,938.01 71.5%
011001	362500	SEWER TAPS	-45,000	-45,000	-21,405.00	-3,000.00	.00	-23,595.00 47.6%
011001	362600	TAXABLE SEWER TAPS	0	0	.00	.00	.00	.0%
011001	363000	SEWER CHARGES	0	0	8,231.68	.00	.00	-8,231.68 100.0%
011001	363001	NON-RESIDENTIAL SEWE	-4,100,000	-4,100,000	-4,399,326.91	-421,711.89	.00	299,326.91 107.3%
011001	363002	RESIDENTIAL SEWER	-7,800,000	-7,800,000	-6,593,692.83	-588,827.39	.00	-1,206,307.17 84.5%
011001	363003	LAMAR PARK SEWER	-170,000	-170,000	.00	.00	.00	-170,000.00 .0%
011001	363004	MARSHALL DURBIN SEWE	-800,000	-800,000	.00	.00	.00	-800,000.00 .0%
011001	363005	PETAL SEWER	-490,000	-490,000	.00	.00	.00	-490,000.00 .0%
011001	363006	HERCULES	0	0	.00	.00	.00	.00 .0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
011001 363007 PBRSWMA-LEACHATE	-9,000	-9,000	.00	.00	.00	-9,000.00	.0%
011001 363008 ZEON CHEMICALS	-27,000	-27,000	.00	.00	.00	-27,000.00	.0%
011001 363009 USA YEAST SEWER	-770,000	-770,000	-67,351.80	.00	.00	-702,648.20	8.7%
011001 363010 DAIRY FRESH SEWER	-100,000	-100,000	.00	.00	.00	-100,000.00	.0%
011001 363011 OTHER SPEC SWR CONTR	0	0	-905,150.12	-89,274.60	.00	905,150.12	100.0%
011001 372000 SEWERAGE TREATMENT	0	0	.00	.00	.00	.00	.0%
TOTAL MISCELLANEOUS	-28,221,000	-28,221,000	-24,210,882.56	-2,358,789.41	.00	-4,010,117.44	85.8%
34 MISCELLANEOUS							
011001 340500 CHECKING ACCOUNT INT	-35,000	-35,000	-127,475.11	-13,478.95	.00	92,475.11	364.2%
TOTAL MISCELLANEOUS	-35,000	-35,000	-127,475.11	-13,478.95	.00	92,475.11	364.2%
38 TRANSFERS IN							
011001 380087 T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS							
011001 396500 REFUND & RECOVERY	0	0	-355.42	.00	.00	355.42	100.0%
011001 396900 RECOVERY-PERS SERV/E	0	0	.00	.00	.00	.00	.0%
011001 399900 APPROPRIABLE FUND BA	0	0	.00	.00	.00	.00	.0%
TOTAL NON-REVENUE RECEIPTS	0	0	-355.42	.00	.00	355.42	100.0%
TOTAL WATER & SEWER REVENUES	-28,259,000	-28,259,000	-24,342,536.42	-2,372,525.20	.00	-3,916,463.58	86.1%
TOTAL WATER & SEWER FUND	-28,259,000	-28,259,000	-24,342,536.42	-2,372,525.20	.00	-3,916,463.58	86.1%
TOTAL REVENUES	-28,259,000	-28,259,000	-24,342,536.42	-2,372,525.20	.00	-3,916,463.58	
012 2019 TIF B&I-PLANET FITNESS							
012001 TIF B&I-PLANET FITNES-REVENUES							
27 CITY-CTY SHARED REV							

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012	2019 TIF B&I-PLANET FITNESS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
012001 270500	FORREST CTY	-31,113	-31,113	-31,113.00	.00	.00	.00	100.0%
	TOTAL CITY-CTY SHARED REV	-31,113	-31,113	-31,113.00	.00	.00	.00	100.0%
34 MISCELLANEOUS								
012001 340500	CHECKING ACCOUNT INT	-300	-300	-319.74	-35.10	.00	19.74	106.6%
012001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-300	-300	-319.74	-35.10	.00	19.74	106.6%
38 TRANSFERS IN								
012001 380027	T/F TAX COLLECTORS-G	-26,184	-26,184	-28,184.00	.00	.00	2,000.00	107.6%
012001 380087	T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-26,184	-26,184	-28,184.00	.00	.00	2,000.00	107.6%
39 NON-REVENUE RECEIPTS								
012001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
012001 399900	APPROPRIABLE FUND BA	-137,700	-137,777	.00	.00	.00	-137,777.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-137,700	-137,777	.00	.00	.00	-137,777.00	.0%
	TOTAL TIF B&I-PLANET FITNES-REVEN	-195,297	-195,374	-59,616.74	-35.10	.00	-135,757.26	30.5%
	TOTAL 2019 TIF B&I-PLANET FITNESS	-195,297	-195,374	-59,616.74	-35.10	.00	-135,757.26	30.5%
	TOTAL REVENUES	-195,297	-195,374	-59,616.74	-35.10	.00	-135,757.26	
013 CITY B & I								
013001 CITY B&I REVENUES								
27 CITY-CTY SHARED REV								
013001 273000	KOHLER DEBT.SER-FORR	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

013	CITY B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL CITY-CITY SHARED REV	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
013001	340500 CHECKING ACCOUNT INT	-12,000	-12,000	-9,052.42	-1,239.29	.00	-2,947.58	75.4%
013001	340700 OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
013001	341217 KOHLER	0	0	.00	.00	.00	.00	.0%
013001	341219 ABILITYWORKS INC(ALL	0	0	.00	.00	.00	.00	.0%
013001	341299 OTHER BLDG. RENT	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-12,000	-12,000	-9,052.42	-1,239.29	.00	-2,947.58	75.4%
38 TRANSFERS IN								
013001	380001 T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
013001	380027 T/F TAX COLLECTORS-G	-2,600,000	-2,600,000	-2,537,476.22	-37,132.04	.00	-62,523.78	97.6%
013001	380087 T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
013001	380088 T/F '02 TIF CONSTR-S	0	0	.00	.00	.00	.00	.0%
013001	380090 T/F 2003 TIF CONST-C	0	0	.00	.00	.00	.00	.0%
013001	380095 T/F 2001 STREETS,SWR	0	0	.00	.00	.00	.00	.0%
013001	380096 T/F MDB CAPITAL PROJ	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-2,600,000	-2,600,000	-2,537,476.22	-37,132.04	.00	-62,523.78	97.6%
39 NON-REVENUE RECEIPTS								
013001	391200 BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
013001	391300 BOND PREMIUM	0	0	.00	.00	.00	.00	.0%
013001	391500 ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
013001	392000 SALE OF REAL ESTATE	0	0	.00	.00	.00	.00	.0%
013001	396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
013001	399900 APPROPRIABLE FUND BA	-4,455,100	-4,611,227	.00	.00	.00	-4,611,227.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-4,455,100	-4,611,227	.00	.00	.00	-4,611,227.00	.0%
	TOTAL CITY B&I REVENUES	-7,067,100	-7,223,227	-2,546,528.64	-38,371.33	.00	-4,676,698.36	35.3%
	TOTAL CITY B & I	-7,067,100	-7,223,227	-2,546,528.64	-38,371.33	.00	-4,676,698.36	35.3%
	TOTAL REVENUES	-7,067,100	-7,223,227	-2,546,528.64	-38,371.33	.00	-4,676,698.36	

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014	SCHOOL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
014 SCHOOL FUND								
014001 SCHOOL FUND REVENUES								
38 TRANSFERS IN								
014001 380027	T/F TAX COLLECTORS-G	0	0	-20,118,100.16	-245,720.91	.00	20,118,100.16	100.0%
014001 3800SB	T/F TAX COLLECTOR-GP	0	0	-2,554,301.46	-31,098.93	.00	2,554,301.46	100.0%
	TOTAL TRANSFERS IN	0	0	-22,672,401.62	-276,819.84	.00	22,672,401.62	100.0%
	TOTAL SCHOOL FUND REVENUES	0	0	-22,672,401.62	-276,819.84	.00	22,672,401.62	100.0%
	TOTAL SCHOOL FUND	0	0	-22,672,401.62	-276,819.84	.00	22,672,401.62	100.0%
	TOTAL REVENUES	0	0	-22,672,401.62	-276,819.84	.00	22,672,401.62	
017 SUPP. ENVIRONMENTAL PROJECT								
017001 SUPP ENV PROJ REVENUES								
23 FEDERAL GRANTS								
017001 233700	FEMA RELIEF	0	0	.00	.00	.00	.00	.0%
017001 233800	EDA GRANT-OWENS/ILL	0	0	.00	.00	.00	.00	.0%
017001 233900	MISC FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
017001 235201	MDA DIP DEWS WTR LIN	0	0	.00	.00	.00	.00	.0%
017001 235202	MDA DIP LAMAR BLVD	0	0	.00	.00	.00	.00	.0%
017001 235400	US CORPS OF ENGR PRO	0	0	.00	.00	.00	.00	.0%
017001 235800	COUNTRY CLUB WATER-E	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
25 STATE GRANTS								
017001 251200	NRCS EROSION CONTROL	0	0	.00	.00	.00	.00	.0%

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017	SUPP. ENVIRONMENTAL PROJECT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL STATE GRANTS	0	0	.00	.00	.00	.00	.0%
27 CITY-CTY SHARED REV								
017001 270500	FORREST CTY	0	0	.00	.00	.00	.00	.0%
017001 273700	PETAL	0	0	.00	.00	.00	.00	.0%
017001 273800	LAMAR PARK	0	0	.00	.00	.00	.00	.0%
	TOTAL CITY-CTY SHARED REV	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
017001 340500	CHECKING ACCOUNT INT	0	0	.00	.00	.00	.00	.0%
017001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
017001 341112	TRITELL COMMUNICATIO	0	0	.00	.00	.00	.00	.0%
017001 341113	AT&T/CINGULAR(WTR WO	0	0	.00	.00	.00	.00	.0%
017001 341114	SBA STRUCTURES (WM C	0	0	.00	.00	.00	.00	.0%
017001 341115	CCATT HOLDINGS-WATER	0	0	.00	.00	.00	.00	.0%
017001 341116	AP WIRELESS INVESTME	0	0	.00	.00	.00	.00	.0%
017001 341241	USM CELLULAR ONE REN	0	0	.00	.00	.00	.00	.0%
017001 341242	TH INC MANAGEMENT(US	0	0	.00	.00	.00	.00	.0%
017001 341243	VERIZON-USM WATER TA	0	0	.00	.00	.00	.00	.0%
017001 341244	CELLULAR SOUTH(MULTI	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	.00	.00	.00	.00	.0%
38 TRANSFERS IN								
017001 380001	T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
017001 380009	T/F WATER & SEWER O	0	0	.00	.00	.00	.00	.0%
017001 380010	T/F WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
017001 380011	T/F WATER & SEWER	-50,000	-50,000	-50,000.00	-50,000.00	.00	.00	100.0%
017001 380017	T/F W & S CONTINGENC	0	0	.00	.00	.00	.00	.0%
017001 380082	T/F COM.DEV.BLK.GRAN	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-50,000	-50,000	-50,000.00	-50,000.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
017001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%

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017	SUPP. ENVIRONMENTAL PROJECT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
017001 397000	CAPITAL LEASE PROCEE	0	0	.00	.00	.00	.00	.0%
017001 397500	NOTE PROCEEDS	0	0	.00	.00	.00	.00	.0%
017001 399900	APPROPRIABLE FUND BA	-170,800	-175,023	.00	.00	.00	-175,023.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-170,800	-175,023	.00	.00	.00	-175,023.00	.0%
	TOTAL SUPP ENV PROJ REVENUES	-220,800	-225,023	-50,000.00	-50,000.00	.00	-175,023.00	22.2%
	TOTAL SUPP. ENVIRONMENTAL PROJECT	-220,800	-225,023	-50,000.00	-50,000.00	.00	-175,023.00	22.2%
	TOTAL REVENUES	-220,800	-225,023	-50,000.00	-50,000.00	.00	-175,023.00	
018 POLICE & FIREMAN DIS. & RELIEF								
018001 P&FD&R REVENUES								
34 MISCELLANEOUS								
018001 340500	CHECKING ACCOUNT INT	0	0	.00	.00	.00	.00	.0%
018001 347000	P&FD&R EMPLOYEE CONT	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	.00	.00	.00	.00	.0%
38 TRANSFERS IN								
018001 380027	T/F TAX COLLECTORS-G	0	0	-1,276,594.70	-18,658.53	.00	1,276,594.70	100.0%
	TOTAL TRANSFERS IN	0	0	-1,276,594.70	-18,658.53	.00	1,276,594.70	100.0%
39 NON-REVENUE RECEIPTS								
018001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
018001 399900	APPROPRIABLE FUND BA	0	0	.00	.00	.00	.00	.0%
	TOTAL NON-REVENUE RECEIPTS	0	0	.00	.00	.00	.00	.0%
	TOTAL P&FD&R REVENUES	0	0	-1,276,594.70	-18,658.53	.00	1,276,594.70	100.0%

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018	POLICE & FIREMAN DIS. & RELIEF	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL POLICE & FIREMAN DIS. & REL	0	0	-1,276,594.70	-18,658.53	.00	1,276,594.70	100.0%
	TOTAL REVENUES	0	0	-1,276,594.70	-18,658.53	.00	1,276,594.70	
019 POLICE FORFEITURES FUND								
019001 POL.FORFEITURES REVENUES								
23 FEDERAL GRANTS								
019001 230600	JUST.-TREAS(ATF)	0	0	.00	.00	.00	.00	.0%
019001 230800	JUST.-HURRICANE RELI	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
25 STATE GRANTS								
019001 251600	CRIME PREVENTION PRO	0	0	.00	.00	.00	.00	.0%
019001 251700	PR VOTECH TRAINING	0	0	.00	.00	.00	.00	.0%
	TOTAL STATE GRANTS	0	0	.00	.00	.00	.00	.0%
28 PUBLIC SAFETY								
019001 287200	K-9 TRAINING	0	0	.00	.00	.00	.00	.0%
019001 287500	BAD CHECK PROC. FEES	0	0	.00	.00	.00	.00	.0%
019001 289000	DISPATCHER TRNG. FEE	0	0	.00	.00	.00	.00	.0%
019001 289100	SWORN TRNG FEES	0	0	.00	.00	.00	.00	.0%
019001 289200	NON-SWORN TRNG FEES	0	0	.00	.00	.00	.00	.0%
019001 289500	METRO CRIME SCENE FE	0	0	.00	.00	.00	.00	.0%
019001 289501	METRO CRIME SCENE-LA	0	0	.00	.00	.00	.00	.0%
019001 289502	METRO CRIME SCENE-PE	0	0	.00	.00	.00	.00	.0%
019001 289503	METRO CRIME SCENE-FO	0	0	.00	.00	.00	.00	.0%
019001 289504	METRO CRIME SCENE-PE	0	0	.00	.00	.00	.00	.0%
	TOTAL PUBLIC SAFETY	0	0	.00	.00	.00	.00	.0%
33 FINES & FORFEITS								
019001 332100	CITY COURT COSTS - D	0	0	-6,057.22	-513.59	.00	6,057.22	100.0%

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019	POLICE	FORFEITURES	FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
019001	332300	NARC.FORFEITURES-POL		0	0	-3,315.45	.00	.00	3,315.45	100.0%
019001	332400	FORF-FED(TREAS/IRS/A		0	0	.00	.00	.00	.00	.0%
019001	332600	FORF-FED(JUSTICE/DEA		0	0	.00	.00	.00	.00	.0%
019001	332900	FORF-FED(FBI)		0	0	.00	.00	.00	.00	.0%
TOTAL FINES & FORFEITS				0	0	-9,372.67	-513.59	.00	9,372.67	100.0%
34 MISCELLANEOUS										
019001	340500	CHECKING ACCOUNT INT		0	0	-53.95	-5.35	.00	53.95	100.0%
019001	345100	CONTRIB-LAMAR CNTY		0	0	.00	.00	.00	.00	.0%
019001	345200	CONTRIB-USM		0	0	.00	.00	.00	.00	.0%
019001	345300	CONTRIB-PETAL		0	0	.00	.00	.00	.00	.0%
019001	345400	CONTRIB-METRO CRIME		0	0	.00	.00	.00	.00	.0%
019001	345500	CONTRIBUTIONS-FORRES		0	0	.00	.00	.00	.00	.0%
019001	345900	CONTRIBUTIONS-OTHER		0	0	.00	.00	.00	.00	.0%
019001	346900	CONTRIB-OTHER		0	0	.00	.00	.00	.00	.0%
TOTAL MISCELLANEOUS				0	0	-53.95	-5.35	.00	53.95	100.0%
38 TRANSFERS IN										
019001	380001	T/F GENERAL FUND		0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS IN				0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS										
019001	394000	SALE OF EQUIPMENT		0	0	.00	.00	.00	.00	.0%
019001	394600	SALE OF CANINES		0	0	.00	.00	.00	.00	.0%
019001	396200	INSURANCE REIMB-STOR		0	0	.00	.00	.00	.00	.0%
019001	396500	REFUND & RECOVERY		0	0	.00	.00	.00	.00	.0%
019001	399900	APPROPRIABLE FUND BA		-170,000	-192,066	.00	.00	.00	-192,066.00	.0%
TOTAL NON-REVENUE RECEIPTS				-170,000	-192,066	.00	.00	.00	-192,066.00	.0%
TOTAL POL.FORFEITURES REVENUES				-170,000	-192,066	-9,426.62	-518.94	.00	-182,639.38	4.9%
TOTAL POLICE FORFEITURES FUND				-170,000	-192,066	-9,426.62	-518.94	.00	-182,639.38	4.9%
TOTAL REVENUES				-170,000	-192,066	-9,426.62	-518.94	.00	-182,639.38	

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020	2002 TIF B&I-SOUTHERN POINTE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
020 2002 TIF B&I-SOUTHERN POINTE								
020001 2002 TIF B&I-S/P REVENUES								
27 CITY-CTY SHARED REV								
020001	270500 FORREST CTY	-65,571	-65,571	-152,900.92	.00	.00	87,329.92	233.2%
	TOTAL CITY-CTY SHARED REV	-65,571	-65,571	-152,900.92	.00	.00	87,329.92	233.2%
34 MISCELLANEOUS								
020001	340500 CHECKING ACCOUNT INT	0	0	-795.18	-98.30	.00	795.18	100.0%
020001	340700 OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	-795.18	-98.30	.00	795.18	100.0%
38 TRANSFERS IN								
020001	380027 T/F TAX COLLECTORS-G	-53,304	-53,304	-120,762.00	.00	.00	67,458.00	226.6%
020001	380088 T/F '02 TIF CONSTR-S	0	0	.00	.00	.00	.00	.0%
020001	380091 T/F 2007 TIF CONST-T	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-53,304	-53,304	-120,762.00	.00	.00	67,458.00	226.6%
39 NON-REVENUE RECEIPTS								
020001	396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
020001	399900 APPROPRIABLE FUND BA	-375,000	-376,520	.00	.00	.00	-376,520.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-375,000	-376,520	.00	.00	.00	-376,520.00	.0%
	TOTAL 2002 TIF B&I-S/P REVENUES	-493,875	-495,395	-274,458.10	-98.30	.00	-220,936.90	55.4%
	TOTAL 2002 TIF B&I-SOUTHERN POINT	-493,875	-495,395	-274,458.10	-98.30	.00	-220,936.90	55.4%
	TOTAL REVENUES	-493,875	-495,395	-274,458.10	-98.30	.00	-220,936.90	

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022	2003 TIF B&I-CHAUVET SQUARE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
022 2003 TIF B&I-CHAUVET SQUARE								
022001 2003 TIF B&I-C/S REVENUES								
34 MISCELLANEOUS								
022001 340500	CHECKING ACCOUNT INT	0	0	-537.34	-48.07	.00	537.34	100.0%
022001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
TOTAL MISCELLANEOUS		0	0	-537.34	-48.07	.00	537.34	100.0%
38 TRANSFERS IN								
022001 380001	T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
022001 380027	T/F TAX COLLECTORS-G	-195,000	-195,000	-195,000.00	.00	.00	.00	100.0%
022001 380090	T/F 2003 TIF CONST-C	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS IN		-195,000	-195,000	-195,000.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
022001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
022001 399900	APPROPRIABLE FUND BA	-221,000	-221,503	.00	.00	.00	-221,503.00	.0%
TOTAL NON-REVENUE RECEIPTS		-221,000	-221,503	.00	.00	.00	-221,503.00	.0%
TOTAL 2003 TIF B&I-C/S REVENUES		-416,000	-416,503	-195,537.34	-48.07	.00	-220,965.66	46.9%
TOTAL 2003 TIF B&I-CHAUVET SQUARE		-416,000	-416,503	-195,537.34	-48.07	.00	-220,965.66	46.9%
TOTAL REVENUES		-416,000	-416,503	-195,537.34	-48.07	.00	-220,965.66	
023 2006 TIF B&I-TURTLE CROSSING								
023001 2007 TIF B&I-T/C REVENUES								
27 CITY-CTY SHARED REV								

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023	2006 TIF B&I-TURTLE CROSSING	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
023001 270800	LAMAR CTY	-61,973	-61,973	-61,972.50	.00	.00	-.50	100.0%
	TOTAL CITY-CTY SHARED REV	-61,973	-61,973	-61,972.50	.00	.00	-.50	100.0%
34 MISCELLANEOUS								
023001 340500	CHECKING ACCOUNT INT	-500	-500	-537.20	-54.17	.00	37.20	107.4%
023001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-500	-500	-537.20	-54.17	.00	37.20	107.4%
38 TRANSFERS IN								
023001 380027	T/F TAX COLLECTORS-G	-50,000	-50,000	-50,000.00	.00	.00	.00	100.0%
023001 380091	T/F 2007 TIF CONST-T	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-50,000	-50,000	-50,000.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
023001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
023001 399900	APPROPRIABLE FUND BA	-281,000	-281,136	.00	.00	.00	-281,136.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-281,000	-281,136	.00	.00	.00	-281,136.00	.0%
	TOTAL 2007 TIF B&I-T/C REVENUES	-393,473	-393,609	-112,509.70	-54.17	.00	-281,099.30	28.6%
	TOTAL 2006 TIF B&I-TURTLE CROSSIN	-393,473	-393,609	-112,509.70	-54.17	.00	-281,099.30	28.6%
	TOTAL REVENUES	-393,473	-393,609	-112,509.70	-54.17	.00	-281,099.30	
024 2008 TIF B&I-LINCOLN CENTER								
024001 2008 TIF B&I-L/C REVENUES								
27 CITY-CTY SHARED REV								
024001 270800	LAMAR CTY	0	0	.00	.00	.00	.00	.0%

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024	2008 TIF B&I-LINCOLN CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL CITY-CTY SHARED REV	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
024001 340500	CHECKING ACCOUNT INT	0	0	-17.18	-1.69	.00	17.18	100.0%
024001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	-17.18	-1.69	.00	17.18	100.0%
38 TRANSFERS IN								
024001 380027	T/F TAX COLLECTORS-G	0	0	.00	.00	.00	.00	.0%
024001 380090	T/F 2003 TIF CONST-C	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
024001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
024001 399900	APPROPRIABLE FUND BA	-8,000	-65,929	.00	.00	.00	-65,929.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-8,000	-65,929	.00	.00	.00	-65,929.00	.0%
	TOTAL 2008 TIF B&I-L/C REVENUES	-8,000	-65,929	-17.18	-1.69	.00	-65,911.82	.0%
	TOTAL 2008 TIF B&I-LINCOLN CENTER	-8,000	-65,929	-17.18	-1.69	.00	-65,911.82	.0%
	TOTAL REVENUES	-8,000	-65,929	-17.18	-1.69	.00	-65,911.82	
025 2011 TIF B&I-KOHL'S								
025001 2011 TIF B&I-KOHL'S REVENUES								
27 CITY-CTY SHARED REV								
025001 270800	LAMAR CTY	0	0	.00	.00	.00	.00	.0%

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025	2011 TIF B&I-KOHL'S	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL CITY-CTY SHARED REV	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
025001 340500	CHECKING ACCOUNT INT	0	0	.00	-5.07	.00	.00	.0%
025001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	.00	-5.07	.00	.00	.0%
38 TRANSFERS IN								
025001 380027	T/F TAX COLLECTORS-G	0	0	.00	.00	.00	.00	.0%
025001 380091	T/F 2007 TIF CONST-T	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
025001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
025001 399900	APPROPRIABLE FUND BA	-1,255	1,495	.00	.00	.00	1,495.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-1,255	1,495	.00	.00	.00	1,495.00	.0%
	TOTAL 2011 TIF B&I-KOHL'S REVENUES	-1,255	1,495	.00	-5.07	.00	1,495.00	.0%
	TOTAL 2011 TIF B&I-KOHL'S	-1,255	1,495	.00	-5.07	.00	1,495.00	.0%
	TOTAL REVENUES	-1,255	1,495	.00	-5.07	.00	1,495.00	
026 2016 TIF B&I-WHISPERING PINES								
026001 2016 TIF B&I-WHISP PINES REVEN								
27 CITY-CTY SHARED REV								
026001 270500	FORREST CTY	-209,841	-209,841	-209,841.00	.00	.00	.00	100.0%

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026	2016 TIF B&I-WHISPERING PINES	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
026001 270800	LAMAR CTY	0	0	.00	.00	.00	.00	.0%
	TOTAL CITY-CITY SHARED REV	-209,841	-209,841	-209,841.00	.00	.00	.00	100.0%
34 MISCELLANEOUS								
026001 340500	CHECKING ACCOUNT INT	-1,400	-1,400	-1,303.92	-165.90	.00	-96.08	93.1%
026001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-1,400	-1,400	-1,303.92	-165.90	.00	-96.08	93.1%
38 TRANSFERS IN								
026001 380027	T/F TAX COLLECTORS-G	-173,514	-173,514	-173,514.00	.00	.00	.00	100.0%
026001 380091	T/F 2007 TIF CONST-T	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-173,514	-173,514	-173,514.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
026001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
026001 399900	APPROPRIABLE FUND BA	-700,000	-700,904	.00	.00	.00	-700,904.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-700,000	-700,904	.00	.00	.00	-700,904.00	.0%
	TOTAL 2016 TIF B&I-WHISP PINES RE	-1,084,755	-1,085,659	-384,658.92	-165.90	.00	-701,000.08	35.4%
	TOTAL 2016 TIF B&I-WHISPERING PIN	-1,084,755	-1,085,659	-384,658.92	-165.90	.00	-701,000.08	35.4%
	TOTAL REVENUES	-1,084,755	-1,085,659	-384,658.92	-165.90	.00	-701,000.08	
027 TAX COLLECTOR'S FUND								
027000 TAX COLLECTOR'S BALNCE SHEET								
20 REVENUES								
027000 2020SC	PERSONALTY-SCHOOL	0	0	.00	.00	.00	.00	.0%

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027	TAX COLLECTOR'S FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL REVENUES	0	0	.00	.00	.00	.00	.0%
	TOTAL TAX COLLECTOR'S BALNCE SHEE	0	0	.00	.00	.00	.00	.0%

027001 TAX COLLECTOR'S REVENUES

20 REVENUES

027001 2001CI	REALTY-CITY	0	0	-17,261,739.23	-151,294.45	.00	17,261,739.23	100.0%
027001 2001SC	REALTY-SCHOOL	0	0	-12,367,664.67	-168,970.40	.00	12,367,664.67	100.0%
027001 200500	HOMESTEAD LOSS	0	0	293,297.79	3,511.97	.00	-293,297.79	100.0%
027001 200600	EXEMPT-TAX LOSS REIM	0	0	-288,606.87	.00	.00	288,606.87	100.0%
027001 2010CI	PRSNLTY AUTO-CITY	0	0	-1,716,392.72	-183,135.21	.00	1,716,392.72	100.0%
027001 2010SC	PRSNLTY AUTO-SCHOOL	0	0	-1,425,860.47	-150,432.01	.00	1,425,860.47	100.0%
027001 2020CI	PERSONALTY-CITY	0	0	-7,243,207.06	-51,121.20	.00	7,243,207.06	100.0%
027001 2020SC	PERSONALTY-SCHOOL	0	0	-8,767,701.91	35,406.46	.00	8,767,701.91	100.0%
027001 202600	RENTAL VEHICLES	0	0	.00	.00	.00	.00	.0%
027001 2026GE	RENTAL VEHICLES-GENE	0	0	-59,755.07	.00	.00	59,755.07	100.0%
027001 203100	NON-EXEMPT REALTY P/	0	0	-77,010.89	-1,764.12	.00	77,010.89	100.0%
027001 203500	EXEMPT REALTY P/Y	0	0	-95,428.46	-6,366.79	.00	95,428.46	100.0%
027001 204000	PERSONALTY-AUTO P/Y	0	0	-555,473.81	-4,164.02	.00	555,473.81	100.0%
027001 204500	PERSONALTY-RAIL CAR	0	0	-36,198.78	.00	.00	36,198.78	100.0%
027001 205000	PERSONALTY P/Y	0	0	-96,155.56	6,907.90	.00	96,155.56	100.0%
027001 210000	INT/PENALTY ON DEL.	0	0	-195,273.80	-15,240.15	.00	195,273.80	100.0%
027001 211000	EXCESS BID-PROP. TAX	0	0	-67,166.44	.00	.00	67,166.44	100.0%
	TOTAL REVENUES	0	0	-49,960,337.95	-686,662.02	.00	49,960,337.95	100.0%

22 LICENSES & PERMITS

027001 223200	CITY CLERK FEES	0	0	.00	.00	.00	.00	.0%
	TOTAL LICENSES & PERMITS	0	0	.00	.00	.00	.00	.0%

34 MISCELLANEOUS

027001 340500	CHECKING ACCOUNT INT	0	0	-94,318.75	-3,431.39	.00	94,318.75	100.0%
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REVENUE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MISCELLANEOUS	0	0	-94,318.75	-3,431.39	.00	94,318.75	100.0%
39 NON-REVENUE RECEIPTS							
027001 396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
TOTAL NON-REVENUE RECEIPTS	0	0	.00	.00	.00	.00	.0%
TOTAL TAX COLLECTOR'S REVENUES	0	0	-50,054,656.70	-690,093.41	.00	50,054,656.70	100.0%
TOTAL TAX COLLECTOR'S FUND	0	0	-50,054,656.70	-690,093.41	.00	50,054,656.70	100.0%
TOTAL REVENUES	0	0	-50,054,656.70	-690,093.41	.00	50,054,656.70	
028 2016 TIF B&I-HBRG CLINIC MIDTN							
028001 2016 TIF B&I-HBRG CLINIC MIDTN							
27 CITY-CTY SHARED REV							
028001 270500 FORREST CTY	-41,517	-41,517	-41,517.00	.00	.00	.00	100.0%
028001 270800 LAMAR CTY	0	0	.00	.00	.00	.00	.0%
TOTAL CITY-CTY SHARED REV	-41,517	-41,517	-41,517.00	.00	.00	.00	100.0%
34 MISCELLANEOUS							
028001 340500 CHECKING ACCOUNT INT	-200	-200	-626.65	-74.87	.00	426.65	313.3%
028001 340700 OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
TOTAL MISCELLANEOUS	-200	-200	-626.65	-74.87	.00	426.65	313.3%
38 TRANSFERS IN							
028001 380027 T/F TAX COLLECTORS-G	-33,968	-33,968	-33,968.00	.00	.00	.00	100.0%

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028	2016 TIF B&I-HBRG CLINIC MIDTN	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
028001 380091	T/F 2007 TIF CONST-T	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-33,968	-33,968	-33,968.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
028001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
028001 399900	APPROPRIABLE FUND BA	-85,000	-84,018	.00	.00	.00	-84,018.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-85,000	-84,018	.00	.00	.00	-84,018.00	.0%
	TOTAL 2016 TIF B&I-HBRG CLINIC MI	-160,685	-159,703	-76,111.65	-74.87	.00	-83,591.35	47.7%
	TOTAL 2016 TIF B&I-HBRG CLINIC MI	-160,685	-159,703	-76,111.65	-74.87	.00	-83,591.35	47.7%
	TOTAL REVENUES	-160,685	-159,703	-76,111.65	-74.87	.00	-83,591.35	
039 AIRPORT IMPROVEMENT FUND								
039001 AIRPORT IMPR. REVENUES								
22 LICENSES & PERMITS								
039001 229500	FLOWAGE FEE	0	0	.00	.00	.00	.00	.0%
	TOTAL LICENSES & PERMITS	0	0	.00	.00	.00	.00	.0%
23 FEDERAL GRANTS								
039001 233000	FEDERAL AVIATION ADM	0	0	-1,565,739.95	.00	.00	1,565,739.95	100.0%
039001 233001	FEDERAL AVIATION ADM	-3,330,000	-3,330,000	-1,077,901.42	.00	.00	-2,252,098.58	32.4%
039001 233002	FAA-CARES ACT GRANT	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	-3,330,000	-3,330,000	-2,643,641.37	.00	.00	-686,358.63	79.4%
24 FEDERAL GRANTS								
039001 233003	FAA-ARPA KW2022	0	0	.00	.00	.00	.00	.0%

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039	AIRPORT IMPROVEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
039001 233004	FAA-ACRGP KU2021	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
25 STATE GRANTS								
039001 250900	MDOT-MULTIMODAL GRAN	0	0	.00	.00	.00	.00	.0%
039001 254000	AIRPORT GRANT	-185,000	-185,000	.00	.00	.00	-185,000.00	.0%
	TOTAL STATE GRANTS	-185,000	-185,000	.00	.00	.00	-185,000.00	.0%
26 STATE-SHARED REVENUE								
039001 265500	AIRPLANE REGISTRATIO	0	0	.00	.00	.00	.00	.0%
	TOTAL STATE-SHARED REVENUE	0	0	.00	.00	.00	.00	.0%
27 CITY-CTY SHARED REV								
039001 272500	AIRPORT ASSIST-FORRE	0	0	.00	.00	.00	.00	.0%
	TOTAL CITY-CTY SHARED REV	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
039001 340500	CHECKING ACCOUNT INT	-114	-114	-1,515.65	-501.88	.00	1,401.65	1329.5%
039001 341212	YORK INT/JOHNSON CON	0	0	.00	.00	.00	.00	.0%
039001 341213	LORESCO INC	0	0	-1,200.00	.00	.00	1,200.00	100.0%
039001 341214	COCA COLA (1906 COMP	0	0	.00	.00	.00	.00	.0%
039001 341218	H'BURG HANGER ASSN.	0	0	.00	.00	.00	.00	.0%
039001 341221	SOUTHEAST AVIATION S	-15,775	-15,775	-15,049.99	.00	.00	-725.01	95.4%
039001 341222	SE AVIATION BLDG LAN	-1,000	-1,000	-5,056.18	.00	.00	4,056.18	505.6%
039001 341299	OTHER BLDG. RENT	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-16,889	-16,889	-22,821.82	-501.88	.00	5,932.82	135.1%
38 TRANSFERS IN								
039001 380001	T/F GENERAL FUND	-250,000	-250,000	-250,000.00	.00	.00	.00	100.0%

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039	AIRPORT IMPROVEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL TRANSFERS IN	-250,000	-250,000	-250,000.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
039001	392000 SALE OF REAL ESTATE	0	0	.00	.00	.00	.00	.0%
039001	392300 SALE OF TIMBER	0	0	.00	.00	.00	.00	.0%
039001	399900 APPROPRIABLE FUND BA	-80,000	323,339	.00	.00	.00	323,339.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-80,000	323,339	.00	.00	.00	323,339.00	.0%
	TOTAL AIRPORT IMPR. REVENUES	-3,861,889	-3,458,550	-2,916,463.19	-501.88	.00	-542,086.81	84.3%
	TOTAL AIRPORT IMPROVEMENT FUND	-3,861,889	-3,458,550	-2,916,463.19	-501.88	.00	-542,086.81	84.3%
	TOTAL REVENUES	-3,861,889	-3,458,550	-2,916,463.19	-501.88	.00	-542,086.81	
050 2015A TIF B&I-RIDGE/TURTLE CRK								
050001 2015A TIF B&I-RIDGE/TURTLE CRK								
27 CITY-CTY SHARED REV								
050001	270800 LAMAR CTY	-29,856	-29,856	-29,853.00	.00	.00	-3.00	100.0%
	TOTAL CITY-CTY SHARED REV	-29,856	-29,856	-29,853.00	.00	.00	-3.00	100.0%
34 MISCELLANEOUS								
050001	340500 CHECKING ACCOUNT INT	-300	-300	-170.34	-25.39	.00	-129.66	56.8%
	TOTAL MISCELLANEOUS	-300	-300	-170.34	-25.39	.00	-129.66	56.8%
38 TRANSFERS IN								
050001	380027 T/F TAX COLLECTORS-G	-89,560	-89,560	-89,560.00	.00	.00	.00	100.0%

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050	2015A TIF B&I-RIDGE/TURTLE CRK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
050001 380091	T/F 2007 TIF CONST-T	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-89,560	-89,560	-89,560.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
050001 391200	BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
050001 391300	BOND PREMIUM	0	0	.00	.00	.00	.00	.0%
050001 391500	ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
050001 399900	APPROPRIABLE FUND BA	-120,350	-120,336	.00	.00	.00	-120,336.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-120,350	-120,336	.00	.00	.00	-120,336.00	.0%
	TOTAL 2015A TIF B&I-RIDGE/TURTLE	-240,066	-240,052	-119,583.34	-25.39	.00	-120,468.66	49.8%
	TOTAL 2015A TIF B&I-RIDGE/TURTLE	-240,066	-240,052	-119,583.34	-25.39	.00	-120,468.66	49.8%
	TOTAL REVENUES	-240,066	-240,052	-119,583.34	-25.39	.00	-120,468.66	
051 2015B TIF B&I-MIDTOWN MARKET								
051001 2015B TIF B&I-MIDTOWN MARKET								
27 CITY-CTY SHARED REV								
051001 270500	FORREST CTY	-13,238	-13,238	-13,238.00	.00	.00	.00	100.0%
	TOTAL CITY-CTY SHARED REV	-13,238	-13,238	-13,238.00	.00	.00	.00	100.0%
34 MISCELLANEOUS								
051001 340500	CHECKING ACCOUNT INT	0	0	-16.69	-4.51	.00	16.69	100.0%
	TOTAL MISCELLANEOUS	0	0	-16.69	-4.51	.00	16.69	100.0%
38 TRANSFERS IN								
051001 380027	T/F TAX COLLECTORS-G	-10,831	-10,831	-10,831.00	.00	.00	.00	100.0%

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051	2015B TIF B&I-MIDTOWN MARKET	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
051001 380091	T/F 2007 TIF CONST-T	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-10,831	-10,831	-10,831.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
051001 391200	BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
051001 391300	BOND PREMIUM	0	0	.00	.00	.00	.00	.0%
051001 391500	ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
051001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
051001 399900	APPROPRIABLE FUND BA	-15,000	-12,867	.00	.00	.00	-12,867.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-15,000	-12,867	.00	.00	.00	-12,867.00	.0%
	TOTAL 2015B TIF B&I-MIDTOWN MARKE	-39,069	-36,936	-24,085.69	-4.51	.00	-12,850.31	65.2%
	TOTAL 2015B TIF B&I-MIDTOWN MARKE	-39,069	-36,936	-24,085.69	-4.51	.00	-12,850.31	65.2%
	TOTAL REVENUES	-39,069	-36,936	-24,085.69	-4.51	.00	-12,850.31	
052 2019 TIF B&I-ELAM ARMS MIDTOWN								
052001 2019 TIF B&I ELAM ARMS MIDTOWN								
27 CITY-CTY SHARED REV								
052001 270500	FORREST CTY	-162,943	-162,943	-162,943.00	.00	.00	.00	100.0%
	TOTAL CITY-CTY SHARED REV	-162,943	-162,943	-162,943.00	.00	.00	.00	100.0%
34 MISCELLANEOUS								
052001 340500	CHECKING ACCOUNT INT	-1,500	-1,500	-1,288.21	-168.54	.00	-211.79	85.9%
052001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-1,500	-1,500	-1,288.21	-168.54	.00	-211.79	85.9%
38 TRANSFERS IN								
052001 380001	T/F GENERAL FUND	-68,840	-68,840	-68,840.00	.00	.00	.00	100.0%

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052	2019	TIF B&I-ELAM ARMS MIDTOWN	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
052001	380027	T/F TAX COLLECTORS-G	-134,735	-134,735	-134,735.00		.00	.00	100.0%
052001	380091	T/F 2007 TIF CONST-T	0	0	.00		.00	.00	.0%
TOTAL TRANSFERS IN			-203,575	-203,575	-203,575.00		.00	.00	100.0%
39 NON-REVENUE RECEIPTS									
052001	396500	REFUND & RECOVERY	0	0	.00		.00	.00	.0%
052001	399900	APPROPRIABLE FUND BA	-881,917	-883,228	.00		.00	-883,228.00	.0%
TOTAL NON-REVENUE RECEIPTS			-881,917	-883,228	.00		.00	-883,228.00	.0%
TOTAL 2019 TIF B&I ELAM ARMS MIDT			-1,249,935	-1,251,246	-367,806.21	-168.54	.00	-883,439.79	29.4%
TOTAL 2019 TIF B&I-ELAM ARMS MIDT			-1,249,935	-1,251,246	-367,806.21	-168.54	.00	-883,439.79	29.4%
TOTAL REVENUES			-1,249,935	-1,251,246	-367,806.21	-168.54	.00	-883,439.79	
072 MUNICIPAL ROAD & BRIDGE									
072001 MUN.ROAD&BRIDGE REVENUES									
072001	250105	STATE BND/DABBS ST S	0	0	.00		.00	.00	.0%
TOTAL UNDEFINED CHAR			0	0	.00		.00	.00	.0%
20 REVENUES									
072001	235203	MDA MIDTOWN INFRASTR	0	0	.00		.00	.00	.0%
TOTAL REVENUES			0	0	.00		.00	.00	.0%
23 FEDERAL GRANTS									
072001	232300	FHWA-STORM RELATED	0	0	.00		.00	.00	.0%
072001	233300	EDA GRANT-LAMAR BLVD	0	0	.00		.00	.00	.0%

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072	MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072001 233700	FEMA RELIEF	0	0	.00	.00	.00	.00	.0%
072001 235202	MDA DIP LAMAR BLVD	0	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS		0	0	.00	.00	.00	.00	.0%

25 STATE GRANTS

072001 250101	STATE BOND FDS/GORDO	0	0	.00	.00	.00	.00	.0%
072001 250102	ST BND GORDON CRK ER	0	0	.00	.00	.00	.00	.0%
072001 250103	STATE BOND FDS/LLT E	0	0	.00	.00	.00	.00	.0%
072001 250104	STATE BND/MIDTOWN ST	0	0	.00	.00	.00	.00	.0%
072001 250106	MIDTOWN HB 603 RS DS	0	0	.00	.00	.00	.00	.0%
072001 250107	MIDTOWN HB 603 RS KU	0	0	.00	.00	.00	.00	.0%
072001 250200	GORDON CRK PATH/PAT	0	0	.00	.00	.00	.00	.0%
072001 250300	MISCELLANEOUS STATE	0	0	-2,309.06	.00	.00	2,309.06	100.0%
072001 250400	MOSQUITO CONTROL GRA	0	0	.00	.00	.00	.00	.0%
072001 250500	ARCHIVES & HISTORY	0	0	.00	.00	.00	.00	.0%
072001 253000	MDIP-HBRG CLINIC ACC	0	0	.00	.00	.00	.00	.0%
072001 253100	MDIP-LAMAR BLVD	0	0	.00	.00	.00	.00	.0%
072001 253300	WEATHERSBY ROAD	0	0	.00	.00	.00	.00	.0%
072001 255501	MDOT-BONHOMIE/TATUM	0	0	.00	.00	.00	.00	.0%
072001 255502	MDOT-TRAFFIC SIGNALS	0	0	.00	.00	.00	.00	.0%
072001 255503	MDOT-NEW TARGET	0	0	.00	.00	.00	.00	.0%
072001 255504	MDOT-#1 HARDY ST WID	0	0	.00	.00	.00	.00	.0%
072001 255505	MDOT-LLT-US 49 TO MA	0	0	.00	.00	.00	.00	.0%
072001 255506	MDOT-#2 HARDY ST WID	0	0	.00	.00	.00	.00	.0%
072001 255507	MDOT-TRAF SIGNAL-SO.	0	0	.00	.00	.00	.00	.0%
072001 255508	MDOT-ARRA-PINE B'WAY	0	0	.00	.00	.00	.00	.0%
072001 255509	MDOT-SIDEWALKS-SCHOO	0	0	.00	.00	.00	.00	.0%
072001 255510	MDOT-WESTERN BELTWAY	0	0	.00	.00	.00	.00	.0%
072001 255511	MDOT-RAILROAD CROSSI	0	0	.00	.00	.00	.00	.0%
072001 255512	MDOT-FUTURE PROJECT	0	0	.00	.00	.00	.00	.0%
072001 255513	MDOT-B'WAY,MOBILE TE	0	0	.00	.00	.00	.00	.0%
072001 255514	MDOT-34TH AVE TE	0	0	.00	.00	.00	.00	.0%
072001 255515	MDOT-4TH ST PHASE I	0	0	.00	.00	.00	.00	.0%
072001 255516	MDOT-4TH ST PHASE II	0	0	.00	.00	.00	.00	.0%
072001 255517	MDOT-MARTIN LUTHER K	0	0	.00	.00	.00	.00	.0%
072001 255518	MDOT-SIDEWALKS-HAWKI	0	0	.00	.00	.00	.00	.0%
072001 255519	MDOT-SIDEWALKS-TUSCA	0	0	.00	.00	.00	.00	.0%
072001 255520	MDOT-LLT DEPOT TO CH	0	0	.00	.00	.00	.00	.0%
072001 255521	MDOT-J ED TURNER BIK	0	0	.00	.00	.00	.00	.0%
072001 255522	MDOT-COUNTRY CLUB RD	0	0	.00	.00	.00	.00	.0%

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072	MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072001 255523	MDOT-38TH AVE IMPR	0	0	.00	.00	.00	.00	.0%
072001 255524	MDOT-INNSWOOD	0	0	.00	.00	.00	.00	.0%
072001 255525	MDOT-HARDY/GREEN ROU	0	0	.00	.00	.00	.00	.0%
072001 255526	MDOT-LINCOLN ROAD ST	0	0	.00	.00	.00	.00	.0%
072001 255527	MDOT-GORDONS CREEK C	0	0	.00	.00	.00	.00	.0%
TOTAL STATE GRANTS		0	0	-2,309.06	.00	.00	2,309.06	100.0%
27 CITY-CTY SHARED REV								
072001 270700	FORREST-INFRAST.IMPR	0	0	.00	.00	.00	.00	.0%
072001 271000	PRO-RATA CTY RD TAX-	-935,000	-935,000	-904,206.55	-20,446.43	.00	-30,793.45	96.7%
072001 271500	PRO-RATA CTY RD TAX-	-955,000	-955,000	-988,136.72	-3,420.13	.00	33,136.72	103.5%
072001 274000	MISCELLANEOUS GRANTS	0	-1,100,000	.00	.00	.00	-1,100,000.00	.0%
TOTAL CITY-CTY SHARED REV		-1,890,000	-2,990,000	-1,892,343.27	-23,866.56	.00	-1,097,656.73	63.3%
34 MISCELLANEOUS								
072001 340500	CHECKING ACCOUNT INT	-30,000	-30,000	-62,734.72	-2,466.36	.00	32,734.72	209.1%
072001 3405FB	SAVINGS ACCOUNT/MMA	0	0	.00	.00	.00	.00	.0%
072001 3405TB	SAVINGS ACCOUNT/MMA	0	0	.00	.00	.00	.00	.0%
072001 345005	CONTRIB-LLT TO MUSEU	0	0	.00	.00	.00	.00	.0%
072001 345500	CONTRIBUTIONS-FORRES	0	0	.00	.00	.00	.00	.0%
072001 345700	CONTRIBUTIONS-ADP	0	0	.00	.00	.00	.00	.0%
072001 346001	CONTRIB-RAILROAD PRO	0	0	.00	.00	.00	.00	.0%
072001 346002	CONTRIB-FGH	0	0	.00	.00	.00	.00	.0%
072001 346003	CONTRIB-H'BURG CLINI	0	0	.00	.00	.00	.00	.0%
072001 346004	CONTRIB-H'BURG AREA	0	0	.00	.00	.00	.00	.0%
072001 346500	CONTRIB-H'BURG. CONV	0	0	.00	.00	.00	.00	.0%
072001 346900	CONTRIB-OTHER	0	0	.00	.00	.00	.00	.0%
TOTAL MISCELLANEOUS		-30,000	-30,000	-62,734.72	-2,466.36	.00	32,734.72	209.1%
38 TRANSFERS IN								
072001 380001	T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
072001 380075	T/F W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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072	MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072001 380087	T/F INDUSTRIAL PARK	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
072001 392300	SALE OF TIMBER	0	0	.00	.00	.00	.00	.0%
072001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
072001 396900	RECOVERY-PERS SERV/E	0	0	.00	.00	.00	.00	.0%
072001 397000	CAPITAL LEASE PROCEE	0	0	.00	.00	.00	.00	.0%
072001 399900	APPROPRIABLE FUND BA	500,000	-6,478,223	.00	.00	.00	-6,478,223.00	.0%
	TOTAL NON-REVENUE RECEIPTS	500,000	-6,478,223	.00	.00	.00	-6,478,223.00	.0%
	TOTAL MUN.ROAD&BRIDGE REVENUES	-1,420,000	-9,498,223	-1,957,387.05	-26,332.92	.00	-7,540,835.95	20.6%
	TOTAL MUNICIPAL ROAD & BRIDGE	-1,420,000	-9,498,223	-1,957,387.05	-26,332.92	.00	-7,540,835.95	20.6%
	TOTAL REVENUES	-1,420,000	-9,498,223	-1,957,387.05	-26,332.92	.00	-7,540,835.95	
073 MASS TRANSIT FUND								
073001 MASS TRANSIT REVENUES								
23 FEDERAL GRANTS								
073001 234000	UMTA-MASS TRANS-OPER	-10,023	-10,023	-141,335.00	.00	.00	131,312.00	1410.1%
073001 234100	UMTA-MASS TRANS-CAPT	-1,475,700	-1,475,700	-42,197.00	.00	.00	-1,433,503.00	2.9%
073001 234200	UMTA-MASS TRANS-PLAN	-81,072	-81,072	.00	.00	.00	-81,072.00	.0%
073001 234300	UMTA-MASS TRANS-P/Y	0	0	.00	.00	.00	.00	.0%
073001 234400	UMTA-MASS TRANS-PREV	-1,040,316	-1,040,316	-136,177.00	.00	.00	-904,139.00	13.1%
073001 234500	ARRA-MASS TRANS	0	0	.00	.00	.00	.00	.0%
073001 234600	JARC-MASS TRANS	-35,222	-35,222	.00	.00	.00	-35,222.00	.0%
073001 234701	TRANSIT FACILITY REN	-3,145,819	-3,145,819	-9,166.00	.00	.00	-3,136,653.00	.3%
073001 234702	TRANSIT FACILITY REN	0	0	-95,896.00	.00	.00	95,896.00	100.0%
073001 234800	BUS SHELTER INFR & C	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	-5,788,152	-5,788,152	-424,771.00	.00	.00	-5,363,381.00	7.3%
25 STATE GRANTS								
073001 255500	MDOT GRANT(PLANNING/	-85,000	-85,000	.00	.00	.00	-85,000.00	.0%

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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL STATE GRANTS	-85,000	-85,000	.00	.00	.00	-85,000.00	.0%
34 MISCELLANEOUS								
073001	340500 CHECKING ACCOUNT INT	-2,000	-2,000	-334.55	.00	.00	-1,665.45	16.7%
073001	346900 CONTRIB-OTHER	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-2,000	-2,000	-334.55	.00	.00	-1,665.45	16.7%
35 OTHER - MISC								
073001	352500 BUS FARES-FIXED ROUT	-22,000	-22,000	-21,097.78	-1,892.74	.00	-902.22	95.9%
073001	352700 BUS FARES-DEMAND RES	-1,400	-1,400	-1,205.49	-120.89	.00	-194.51	86.1%
073001	353000 BUS FARES-USM ROUTE	-121,000	-121,000	-121,000.00	.00	.00	.00	100.0%
073001	353500 ADVERTISING	-2,000	-2,000	-1,299.95	-128.15	.00	-700.05	65.0%
073001	354000 MISC. CHARGES & FEES	0	0	.00	.00	.00	.00	.0%
	TOTAL OTHER - MISC	-146,400	-146,400	-144,603.22	-2,141.78	.00	-1,796.78	98.8%
38 TRANSFERS IN								
073001	380001 T/F GENERAL FUND	-445,000	-445,000	-445,000.00	.00	.00	.00	100.0%
073001	380027 T/F TAX COLLECTORS-G	-260,000	-260,000	-256,145.63	-3,748.72	.00	-3,854.37	98.5%
	TOTAL TRANSFERS IN	-705,000	-705,000	-701,145.63	-3,748.72	.00	-3,854.37	99.5%
39 NON-REVENUE RECEIPTS								
073001	394000 SALE OF EQUIPMENT	0	0	.00	.00	.00	.00	.0%
073001	394300 SALE OF SCRAP MATERI	0	0	.00	.00	.00	.00	.0%
073001	396400 VENDING COMM./REFUND	0	0	.00	.00	.00	.00	.0%
073001	396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
073001	396700 RECOVERY OF DAMAGE C	0	0	.00	.00	.00	.00	.0%
073001	399900 APPROPRIABLE FUND BA	-900,000	-544,426	.00	.00	.00	-544,426.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-900,000	-544,426	.00	.00	.00	-544,426.00	.0%
	TOTAL MASS TRANSIT REVENUES	-7,626,552	-7,270,978	-1,270,854.40	-5,890.50	.00	-6,000,123.60	17.5%

REVENUE REPORT

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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL MASS TRANSIT FUND	-7,626,552	-7,270,978	-1,270,854.40	-5,890.50	.00	-6,000,123.60	17.5%
	TOTAL REVENUES	-7,626,552	-7,270,978	-1,270,854.40	-5,890.50	.00	-6,000,123.60	
075 WATER&SEWER CONSTRUCTION FUND								
075001 W&S CONSTR. REVENUES								
20 REVENUES								
075001 235203	MDA MIDTOWN INFRASTR	0	0	.00	.00	.00	.00	.0%
	TOTAL REVENUES	0	0	.00	.00	.00	.00	.0%
23 FEDERAL GRANTS								
075001 233700	FEMA RELIEF	0	0	.00	.00	.00	.00	.0%
075001 233800	EDA GRANT-OWENS/ILL	0	0	.00	.00	.00	.00	.0%
075001 233900	MISC FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
075001 235201	MDA DIP DEWS WTR LIN	0	0	.00	.00	.00	.00	.0%
075001 235202	MDA DIP LAMAR BLVD	0	0	.00	.00	.00	.00	.0%
075001 235400	US CORPS OF ENGR PRO	0	0	.00	.00	.00	.00	.0%
075001 235800	COUNTRY CLUB WATER-E	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
25 STATE GRANTS								
075001 251200	NRCS EROSION CONTROL	0	0	.00	.00	.00	.00	.0%
	TOTAL STATE GRANTS	0	0	.00	.00	.00	.00	.0%
27 CITY-CTY SHARED REV								
075001 270500	FORREST CTY	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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075	WATER&SEWER	CONSTRUCTION	FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
075001	273700	PETAL		0	0	.00	.00	.00	.00	.0%
075001	273800	LAMAR PARK		0	0	.00	.00	.00	.00	.0%
TOTAL CITY-CTY SHARED REV				0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS										
075001	340500	CHECKING ACCOUNT INT		-5,000	-5,000	-20,735.41	-742.83	.00	15,735.41	414.7%
075001	341112	TRITELL COMMUNICATIO		0	0	.00	.00	.00	.00	.0%
075001	341113	AT&T/CINGULAR(WTR WO		0	0	.00	.00	.00	.00	.0%
075001	341114	SBA STRUCTURES (WM C		0	0	-15,373.12	-1,753.52	.00	15,373.12	100.0%
075001	341115	CCATT HOLDINGS-WATER		0	0	-43,699.62	-1,694.39	.00	43,699.62	100.0%
075001	341116	AP WIRELESS INVESTME		0	0	.00	.00	.00	.00	.0%
075001	341241	USM CELLULAR ONE REN		0	0	.00	.00	.00	.00	.0%
075001	341242	TH INC MANAGEMENT(US		0	0	.00	.00	.00	.00	.0%
075001	341243	VERIZON-USM WATER TA		0	0	.00	.00	.00	.00	.0%
075001	341244	CELLULAR SOUTH(MULTI		0	0	.00	.00	.00	.00	.0%
TOTAL MISCELLANEOUS				-5,000	-5,000	-79,808.15	-4,190.74	.00	74,808.15	1596.2%
38 TRANSFERS IN										
075001	380001	T/F GENERAL FUND		0	0	.00	.00	.00	.00	.0%
075001	380009	T/F WATER & SEWER O		0	0	.00	.00	.00	.00	.0%
075001	380010	T/F WATER & SEWER B&		0	0	.00	.00	.00	.00	.0%
075001	380011	T/F WATER & SEWER		-5,600,000	-5,600,000	-4,281,139.13	-306,676.49	.00	-1,318,860.87	76.4%
075001	380017	T/F W & S CONTINGENC		0	0	.00	.00	.00	.00	.0%
075001	380082	T/F COM.DEV.BLK.GRAN		0	0	.00	.00	.00	.00	.0%
075001	380093	T/F '16 W&S CONSTRUC		0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS IN				-5,600,000	-5,600,000	-4,281,139.13	-306,676.49	.00	-1,318,860.87	76.4%
39 NON-REVENUE RECEIPTS										
075001	396500	REFUND & RECOVERY		0	0	.00	.00	.00	.00	.0%
075001	397000	CAPITAL LEASE PROCEE		0	0	.00	.00	.00	.00	.0%
075001	397500	NOTE PROCEEDS		-2,454,601	-2,454,601	.00	.00	.00	-2,454,601.00	.0%
075001	397600	SRF LOAN PROCEEDS		0	0	-534,077.35	.00	.00	534,077.35	100.0%

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075	WATER&SEWER CONSTRUCTION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
075001 399900	APPROPRIABLE FUND BA	-100,000	-2,243,521	.00	.00	.00	-2,243,521.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-2,554,601	-4,698,122	-534,077.35	.00	.00	-4,164,044.65	11.4%
	TOTAL W&S CONSTR. REVENUES	-8,159,601	-10,303,122	-4,895,024.63	-310,867.23	.00	-5,408,097.37	47.5%
	TOTAL WATER&SEWER CONSTRUCTION FU	-8,159,601	-10,303,122	-4,895,024.63	-310,867.23	.00	-5,408,097.37	47.5%
	TOTAL REVENUES	-8,159,601	-10,303,122	-4,895,024.63	-310,867.23	.00	-5,408,097.37	
077 COMMUNITY CENTERS' FUND								
077001 COMMUNITY CTR REVENUES								
20 REVENUES								
077001 341000	MISCELLANEOUS RENTS	0	0	-800.00	-800.00	.00	800.00	100.0%
	TOTAL REVENUES	0	0	-800.00	-800.00	.00	800.00	100.0%
25 STATE GRANTS								
077001 250300	MISCELLANEOUS STATE	-55,000	-55,000	-54,810.00	.00	.00	-190.00	99.7%
	TOTAL STATE GRANTS	-55,000	-55,000	-54,810.00	.00	.00	-190.00	99.7%
30 MISCELLANEOUS								
077001 314000	MCNAIR REC CTR USE F	0	0	-25.00	.00	.00	25.00	100.0%
077001 314100	SIGLER CENTER USE FE	-1,000	-1,000	-745.00	-50.00	.00	-255.00	74.5%
077001 314200	C.E.ROY/5TH ST.C.C.U	-3,000	-3,000	-4,975.00	-625.00	.00	1,975.00	165.8%
077001 314300	JDS C.C. USE FEE	-10,000	-10,000	-12,508.50	-1,710.00	.00	2,508.50	125.1%
077001 314600	CULTURAL CTR USE FEE	-3,000	-3,000	-4,055.00	-875.00	.00	1,055.00	135.2%
077001 314800	N R BURGER/6TH ST CC	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-17,000	-17,000	-22,308.50	-3,260.00	.00	5,308.50	131.2%
34 MISCELLANEOUS								
077001 340500	CHECKING ACCOUNT INT	-5,000	-5,000	-24,569.85	-2,888.88	.00	19,569.85	491.4%

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077	COMMUNITY CENTERS' FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
077001 341900	EQUIPMENT	0	0	.00	.00	.00	.00	.0%
077001 345500	CONTRIBUTIONS-FORRES	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-5,000	-5,000	-24,569.85	-2,888.88	.00	19,569.85	491.4%
38 TRANSFERS IN								
077001 380001	T/F GENERAL FUND	-850,000	-850,000	-1,046,000.00	.00	.00	196,000.00	123.1%
077001 380087	T/F IND.PARK (KOHLE	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-850,000	-850,000	-1,046,000.00	.00	.00	196,000.00	123.1%
39 NON-REVENUE RECEIPTS								
077001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
077001 396700	RECOVERY OF DAMAGE C	0	0	.00	.00	.00	.00	.0%
077001 399900	APPROPRIABLE FUND BA	-220,000	-268,467	.00	.00	.00	-268,467.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-220,000	-268,467	.00	.00	.00	-268,467.00	.0%
	TOTAL COMMUNITY CTR REVENUES	-1,147,000	-1,195,467	-1,148,488.35	-6,948.88	.00	-46,978.65	96.1%
	TOTAL COMMUNITY CENTERS' FUND	-1,147,000	-1,195,467	-1,148,488.35	-6,948.88	.00	-46,978.65	96.1%
	TOTAL REVENUES	-1,147,000	-1,195,467	-1,148,488.35	-6,948.88	.00	-46,978.65	
079 COVID FISCAL RECOVERY FUNDS								
079001 COVID FISCAL RECOVERY REVENUE								
24 FEDERAL GRANTS								
079001 240000	US TREASURY GRANTS	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
25 STATE GRANTS								
079001 253500	MCWI WATER INFRASTRU	0	-11,578,240	-1,654,307.87	.00	.00	-9,923,932.13	14.3%

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079	COVID FISCAL RECOVERY FUNDS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL STATE GRANTS	0	-11,578,240	-1,654,307.87	.00	.00	-9,923,932.13	14.3%
34 MISCELLANEOUS								
079001	340500 CHECKING ACCOUNT INT	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	.00	.00	.00	.00	.0%
38 TRANSFERS IN								
079001	380001 T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
079001	396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
079001	399900 APPROPRIABLE FUND BA	-12,875,808	-11,578,241	.00	.00	.00	-11,578,241.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-12,875,808	-11,578,241	.00	.00	.00	-11,578,241.00	.0%
	TOTAL COVID FISCAL RECOVERY REVEN	-12,875,808	-23,156,481	-1,654,307.87	.00	.00	-21,502,173.13	7.1%
	TOTAL COVID FISCAL RECOVERY FUNDS	-12,875,808	-23,156,481	-1,654,307.87	.00	.00	-21,502,173.13	7.1%
	TOTAL REVENUES	-12,875,808	-23,156,481	-1,654,307.87	.00	.00	-21,502,173.13	
082 COMMUNITY DEVELOP. BLOCK GRANT								
082001 CDBG REVENUES								
23 FEDERAL GRANTS								
082001	233800 EDA GRANT-OWENS/ILL	0	0	.00	.00	.00	.00	.0%

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082001	2387DA HOME ENTIT-DOWN PYMN	0	0	.00	.00	.00	.00	.0%
082001	2387FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2387SA HOME ENTIT-CHDO SET-	0	0	.00	.00	.00	.00	.0%
082001	2389FR HOME ENTIT-FULL REHA	-12,374	-12,374	.00	.00	.00	-12,374.00	.0%
082001	2389SA HOME ENTIT-CHDO SET-	-11,154	-11,154	.00	.00	.00	-11,154.00	.0%
082001	2391ER CDBG-ENT.-EMER.REHAB	0	0	.00	.00	.00	.00	.0%
082001	2391FR CDBG-ENT.-FULL REHAB	-110,850	-110,850	.00	.00	.00	-110,850.00	.0%
082001	2391HP CDBG-ENT.-HOUSING PR	0	0	.00	.00	.00	.00	.0%
082001	2393CS HOME ENTIT-CHDO SETA	0	0	.00	.00	.00	.00	.0%
082001	2393DA HOME ENTIT-DWNPYMNT	0	0	.00	.00	.00	.00	.0%
082001	2393FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2393HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2395ER CDBG-ENT.-EMER.REHAB	0	0	.00	.00	.00	.00	.0%
082001	2395FR CDBG-ENT.-FULL REHAB	-644,760	-644,760	.00	.00	.00	-644,760.00	.0%
082001	2395HP CDBG-ENT.-HOUSING PR	-941,075	-941,075	-151,010.00	.00	.00	-790,065.00	16.0%
082001	2395NG CDBG-ENT.-NEIGHBORHD	0	0	.00	.00	.00	.00	.0%
082001	2395PD CDBG-ENT.-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2395PF CDBG-ENT.-PUBLIC FAC	0	0	.00	.00	.00	.00	.0%
082001	2395PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2395PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2397AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2397CA HOME ENTIT-CHDO ADMI	0	0	.00	.00	.00	.00	.0%
082001	2397DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2397FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2397HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2397SA HOME ENTIT-CHDO SET-	0	0	.00	.00	.00	.00	.0%
082001	2399CR CDBG-ENT.-CARES ACT	0	0	.00	.00	.00	.00	.0%
082001	2399ER CDBG-ENT.-EMER.REHAB	-1,123,000	-1,123,000	.00	.00	.00	-1,123,000.00	.0%
082001	2399FC CDBG-ENT.-FACADE IMP	0	0	.00	.00	.00	.00	.0%
082001	2399FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2399HP CDBG-ENT.-HOUSING PR	0	0	.00	.00	.00	.00	.0%
082001	2399ME CDBG-ENT.-MICRO ENTE	0	0	.00	.00	.00	.00	.0%
082001	2399NG CDBG-ENT.-NEIGHBORHD	0	0	.00	.00	.00	.00	.0%
082001	2399PD CDBG-ENT.-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2399PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2399PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2404PD HOME ENTIT-PROJECT D	0	0	.00	.00	.00	.00	.0%
082001	2406AE HOME ARP REHAB ADMIN	0	0	.00	.00	.00	.00	.0%
082001	2406AR HOME ENTIT - ARP ACQ	0	0	.00	.00	.00	.00	.0%
082001	2406CH HOME ENT-CHDO	0	0	.00	.00	.00	.00	.0%
082001	2406HS HOME ENTIT-HOUSING	0	0	.00	.00	.00	.00	.0%
082001	2407FA CDBG ENT-FACILITIES	0	0	.00	.00	.00	.00	.0%
082001	2407HS CDBG ENT-HOUSING	0	0	.00	.00	.00	.00	.0%
082001	2407PD CDBG ENT-PROJECT DEL	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL FEDERAL GRANTS	-2,843,213	-2,843,213	-151,010.00	.00	.00	-2,692,203.00	5.3%
24 FEDERAL GRANTS								
082001	2401AD CDBG-ENT.-ADMINISTRA	0	0	.00	.00	.00	.00	.0%
082001	2401ER CDBG-ENT.-EMER.REHAB	0	0	.00	.00	.00	.00	.0%
082001	2401FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2401HP CDBG-ENT.-HOUSING PR	0	0	.00	.00	.00	.00	.0%
082001	2401NG CDBG-ENT.-NEIGHBORHD	0	0	.00	.00	.00	.00	.0%
082001	2401PD CDBG-ENT.-PROJECT DEL	0	0	.00	.00	.00	.00	.0%
082001	2401PF CDBG-ENT.-PUBLIC FAC	0	0	.00	.00	.00	.00	.0%
082001	2401PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2402AD HOME ENTIT-ADMINISTR	0	0	.00	.00	.00	.00	.0%
082001	2402AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2402CS HOME ENTIT-CHDO SETA	0	0	.00	.00	.00	.00	.0%
082001	2402DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2402FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2402HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2402PD CDGB-HOME-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2403AD CDBG-ENT.-ADMINISTRA	0	0	.00	.00	.00	.00	.0%
082001	2403ER CDBG-ENT.-EMER.REHAB	0	0	.00	.00	.00	.00	.0%
082001	2403FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2403PD CDBG-ENT.PROJECT DEL	0	0	.00	.00	.00	.00	.0%
082001	2403PF CDBG-ENT.-PUBLIC FAC	0	0	.00	.00	.00	.00	.0%
082001	2403PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2403PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2404AD HOME ENTIT-ADMINISTR	0	0	.00	.00	.00	.00	.0%
082001	2404AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2404DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2404FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2406AD HOME ENTIT-ADMINISTR	0	0	.00	.00	.00	.00	.0%
082001	2406AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2406DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2406FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2406HE HOME ENTIT	0	0	.00	.00	.00	.00	.0%
082001	2407AD CDBG-ENT.-ADMINISTRA	0	0	.00	.00	.00	.00	.0%
082001	2407ER CDBG-ENT.-EMER.REHAB	0	0	.00	.00	.00	.00	.0%
082001	2407FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2407PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2407PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2408AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082001	2408DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2408FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2409ER CDBG-ENT.-EMER.REHAB	0	0	.00	.00	.00	.00	.0%
082001	2409FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2409PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2409PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2409WC CDBG-ENT.-WORLD CHAN	0	0	.00	.00	.00	.00	.0%
082001	2410AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2410DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2410FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2411EP CDBG-ENT.-ENGINEERIN	0	0	.00	.00	.00	.00	.0%
082001	2411FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2411HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2411PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2411WC CDBG-ENT.-WORLD CHAN	0	0	.00	.00	.00	.00	.0%
082001	2412AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2412DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2412FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2412HR HOME ENTIT-HOUSING R	0	0	.00	.00	.00	.00	.0%
082001	2413EP CDBG-ENT.-ENGINEERIN	0	0	.00	.00	.00	.00	.0%
082001	2413FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2413HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2413PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2413PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2413WC CDBG-ENT.-WORLD CHAN	0	0	.00	.00	.00	.00	.0%
082001	2414AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2414DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2414HR HOME ENTIT-HOUSING R	0	0	.00	.00	.00	.00	.0%
082001	2415EP CDBG-ENT.-ENGINEERIN	0	0	.00	.00	.00	.00	.0%
082001	2415FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2415HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2415PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2415PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2415WC CDBG-ENT.-WORLD CHAN	0	0	.00	.00	.00	.00	.0%
082001	2416AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2416DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2416FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2416HR HOME ENTIT-HOUSING R	0	0	.00	.00	.00	.00	.0%
082001	2416PL HOME ENTIT-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2417EP CDBG-ENT.-ENGINEERIN	0	0	.00	.00	.00	.00	.0%
082001	2417FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2417HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2417IS CDBG-ENT.-INFRASTRUC	0	0	.00	.00	.00	.00	.0%
082001	2417PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082001	2417PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2417WC CDBG-ENT.-WORLD CHAN	0	0	.00	.00	.00	.00	.0%
082001	2418AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2418DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2418HR HOME ENTIT-HOUSING R	0	0	.00	.00	.00	.00	.0%
082001	2419BR CDBG-ENT.-BLUE ROOFS	0	0	.00	.00	.00	.00	.0%
082001	2419DL CDBG-ENT.-DOWNTOWN L	0	0	.00	.00	.00	.00	.0%
082001	2419EP CDBG-ENT.-ENGINEERIN	0	0	.00	.00	.00	.00	.0%
082001	2419FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2419HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2419IS CDBG-ENT.-INFRASTRUC	0	0	.00	.00	.00	.00	.0%
082001	2419PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2419PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2419WC CDBG-ENT.-WORLD CHAN	0	0	.00	.00	.00	.00	.0%
082001	2420AH HOME ENTIT-AFFORD.HO	0	0	.00	.00	.00	.00	.0%
082001	2420DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2420HR HOME ENTIT-HOUSING R	0	0	.00	.00	.00	.00	.0%
082001	2421DL CDBG-ENT.-DOWNTOWN L	0	0	.00	.00	.00	.00	.0%
082001	2421EP CDBG-ENT.-ENGINEERIN	0	0	.00	.00	.00	.00	.0%
082001	2421FC CDBG-ENT.-FACADE PRO	0	0	.00	.00	.00	.00	.0%
082001	2421FR CDBG-ENT.-FULL REHAB	0	0	.00	.00	.00	.00	.0%
082001	2421HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2421IS CDBG-ENT.-INFRASTRUC	0	0	.00	.00	.00	.00	.0%
082001	2421PL CDBG-ENT.-PLANNING	0	0	.00	.00	.00	.00	.0%
082001	2421PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2421WC CDBG-ENT.-WORLD CHAN	0	0	.00	.00	.00	.00	.0%
082001	2422DA HOME ENTIT-DWNPYMNT	0	0	.00	.00	.00	.00	.0%
082001	2422FR HOME ENTIT-FULL REHA	0	0	.00	.00	.00	.00	.0%
082001	2423HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2423IS CDBG-ENT.-INFRASTRUC	0	0	.00	.00	.00	.00	.0%
082001	2423PD CDBG-ENT.-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2423PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2424HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2425HR CDBG-ENT.-HOUSING RE	0	0	.00	.00	.00	.00	.0%
082001	2425IS CDBG-ENT.-INFRASTRUC	0	0	.00	.00	.00	.00	.0%
082001	2425MA CDBG-ENT.-MICROENT P	0	0	.00	.00	.00	.00	.0%
082001	2425PD CDBG-ENT.-PROJ DELIV	0	0	.00	.00	.00	.00	.0%
082001	2425PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2426HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2427HP CDBG-ENT.-HOUSING PR	0	0	.00	.00	.00	.00	.0%
082001	2427MA CDBG-ENT.-MICROENT P	0	0	.00	.00	.00	.00	.0%
082001	2427PD CDBG-ENT.-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2427PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2428DA HOME ENTIT-DWNPYMNT	0	0	.00	.00	.00	.00	.0%

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082001	2428HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2429HP CDBG-ENT.-HOUSING PR	0	0	.00	.00	.00	.00	.0%
082001	2429MA CDBG-ENT.-MICROENT P	0	0	.00	.00	.00	.00	.0%
082001	2429PD CDBG-ENT.-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2429PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2430DA HOME ENTIT-DOWNPAYME	0	0	.00	.00	.00	.00	.0%
082001	2430HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2431HP CDBG-ENT.-HOUSING PR	0	0	.00	.00	.00	.00	.0%
082001	2431PD CDBG-ENT.-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2431PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	2432DA HOME ENTIT-DWNPYMNT	0	0	.00	.00	.00	.00	.0%
082001	2432HP HOME ENTIT-HOUSING P	0	0	.00	.00	.00	.00	.0%
082001	2433HP CDBG-ENT.-HOUSING PR	0	0	.00	.00	.00	.00	.0%
082001	2433ME CDBG-ENT.-MICRO ENTE	0	0	.00	.00	.00	.00	.0%
082001	2433PD CDBG-ENT.-PROJECT DE	0	0	.00	.00	.00	.00	.0%
082001	2433PS CDBG-ENT.-PUBLIC SER	0	0	.00	.00	.00	.00	.0%
082001	249500 HOME REVOLVING LOANS	0	0	.00	.00	.00	.00	.0%
082001	2499EN MISC PROJ REVENUE-EN	0	0	.00	.00	.00	.00	.0%
082001	2499HM MISC PROJ REVENUE -	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
27 CITY-CTY SHARED REV								
082001	274004 SALVATION ARMY	0	0	.00	.00	.00	.00	.0%
	TOTAL CITY-CTY SHARED REV	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
082001	340500 CHECKING ACCOUNT INT	-3,000	-3,000	-9,473.00	-447.42	.00	6,473.00	315.8%
	TOTAL MISCELLANEOUS	-3,000	-3,000	-9,473.00	-447.42	.00	6,473.00	315.8%
38 TRANSFERS IN								
082001	380001 T/F GENERAL FUND	-36,000	-36,000	-36,000.00	.00	.00	.00	100.0%
082001	380009 T/F WATER & SEWER O	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

FOR 2024 10

082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082001 380072	T/F MUN.ROAD & BRIDG	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	-36,000	-36,000	-36,000.00	.00	.00	.00	100.0%
39 NON-REVENUE RECEIPTS								
082001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
082001 399900	APPROPRIABLE FUND BA	100,000	279,698	.00	.00	.00	279,698.00	.0%
	TOTAL NON-REVENUE RECEIPTS	100,000	279,698	.00	.00	.00	279,698.00	.0%
	TOTAL CDBG REVENUES	-2,782,213	-2,602,515	-196,483.00	-447.42	.00	-2,406,032.00	7.5%
	TOTAL COMMUNITY DEVELOP. BLOCK GR	-2,782,213	-2,602,515	-196,483.00	-447.42	.00	-2,406,032.00	7.5%
	TOTAL REVENUES	-2,782,213	-2,602,515	-196,483.00	-447.42	.00	-2,406,032.00	
086 SPEC SALES TAX-P&R/UNIV IMPROV								
086001 SPEC SALES TAX P&R/UNIV IMPROV								
20 REVENUES								
086001 341000	MISCELLANEOUS RENTS	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
	TOTAL REVENUES	-2,000	-2,000	.00	.00	.00	-2,000.00	.0%
23 FEDERAL GRANTS								
086001 235100	NATL PARK SER/LAND W	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
25 STATE GRANTS								
086001 250200	GORDON CRK PATH/PAT	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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086	SPEC SALES TAX-P&R/UNIV IMPROV	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL STATE GRANTS	0	0	.00	.00	.00	.00	.0%
26 STATE-SHARED REVENUE								
086001 260500	SALES TAX-MOTEL	-450,000	-450,000	-361,354.65	-52,142.04	.00	-88,645.35	80.3%
086001 260700	SALES TAX-FOOD & BEV	-3,100,000	-3,100,000	-2,688,849.93	-278,565.41	.00	-411,150.07	86.7%
	TOTAL STATE-SHARED REVENUE	-3,550,000	-3,550,000	-3,050,204.58	-330,707.45	.00	-499,795.42	85.9%
34 MISCELLANEOUS								
086001 340500	CHECKING ACCOUNT INT	0	0	-30,465.15	-2,724.04	.00	30,465.15	100.0%
086001 345004	CONTRIB-FRST CTY ART	0	0	.00	.00	.00	.00	.0%
086001 345500	CONTRIBUTIONS-FORRES	0	0	-20,000.00	.00	.00	20,000.00	100.0%
086001 346500	CONTRIB-H'BURG. CONV	0	0	.00	.00	.00	.00	.0%
086001 346900	CONTRIB-OTHER	0	0	-198,518.94	-198,518.94	.00	198,518.94	100.0%
	TOTAL MISCELLANEOUS	0	0	-248,984.09	-201,242.98	.00	248,984.09	100.0%
38 TRANSFERS IN								
086001 380002	T/F PARK & RECREATIO	-450,000	-450,000	-450,000.00	.00	.00	.00	100.0%
086001 380077	T/F COMMUNITY CENTER	0	-162,000	.00	.00	.00	-162,000.00	.0%
	TOTAL TRANSFERS IN	-450,000	-612,000	-450,000.00	.00	.00	-162,000.00	73.5%
39 NON-REVENUE RECEIPTS								
086001 391200	BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
086001 399900	APPROPRIABLE FUND BA	-2,000,000	-2,448,554	.00	.00	.00	-2,448,554.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-2,000,000	-2,448,554	.00	.00	.00	-2,448,554.00	.0%
	TOTAL SPEC SALES TAX P&R/UNIV IMP	-6,002,000	-6,612,554	-3,749,188.67	-531,950.43	.00	-2,863,365.33	56.7%
	TOTAL SPEC SALES TAX-P&R/UNIV IMP	-6,002,000	-6,612,554	-3,749,188.67	-531,950.43	.00	-2,863,365.33	56.7%
	TOTAL REVENUES	-6,002,000	-6,612,554	-3,749,188.67	-531,950.43	.00	-2,863,365.33	

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087	INDUSTRIAL PARK DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
087 INDUSTRIAL PARK DEVELOPMENT								
087001 INDUSTRIAL PK REVENUES								
22 LICENSES & PERMITS								
087001 229900	MISC. PERMITS & FEES	0	0	.00	.00	.00	.00	.0%
	TOTAL LICENSES & PERMITS	0	0	.00	.00	.00	.00	.0%
23 FEDERAL GRANTS								
087001 233800	EDA GRANT-OWENS/ILL	0	0	.00	.00	.00	.00	.0%
	TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
25 STATE GRANTS								
087001 254100	OWENS/ILL PROJ-RR SP	0	0	.00	.00	.00	.00	.0%
087001 254200	USA YEAST PROJ-RR SP	0	0	.00	.00	.00	.00	.0%
	TOTAL STATE GRANTS	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
087001 340500	CHECKING ACCOUNT INT	0	0	-3,677.05	-545.18	.00	3,677.05	100.0%
087001 341105	LAMAR OUTDOOR ADVERT	0	0	.00	.00	.00	.00	.0%
087001 341209	RAIL SPUR MAINTENANC	0	0	.00	.00	.00	.00	.0%
087001 341210	BROWN BOTTLING (PEPS	0	0	.00	.00	.00	.00	.0%
087001 341217	KOHLER	0	0	.00	.00	.00	.00	.0%
087001 341220	JPM OF MS., INC.	0	0	.00	.00	.00	.00	.0%
087001 345500	CONTRIBUTIONS-FORRES	0	0	-375,000.00	-78,750.00	.00	375,000.00	100.0%
087001 345600	CONTRIBUTIONS-CITY	0	0	-325,000.00	-81,250.00	.00	325,000.00	100.0%
087001 345700	CONTRIBUTIONS-ADP	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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087	INDUSTRIAL PARK DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
087001 345800	CONTRIBUTIONS-PRVEPA	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	-703,677.05	-160,545.18	.00	703,677.05	100.0%
39 NON-REVENUE RECEIPTS								
087001 391100	MISC GRANT PROCEEDS	0	0	.00	.00	.00	.00	.0%
087001 391200	BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
087001 391500	ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
087001 392000	SALE OF REAL ESTATE	0	0	.00	.00	.00	.00	.0%
087001 392300	SALE OF TIMBER	0	0	.00	.00	.00	.00	.0%
087001 392500	SALE OF EASEMENTS	0	0	.00	.00	.00	.00	.0%
087001 394500	SALE OF MISC. ITEMS	0	0	.00	.00	.00	.00	.0%
087001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
087001 399900	APPROPRIABLE FUND BA	0	0	.00	.00	.00	.00	.0%
	TOTAL NON-REVENUE RECEIPTS	0	0	.00	.00	.00	.00	.0%
	TOTAL INDUSTRIAL PK REVENUES	0	0	-703,677.05	-160,545.18	.00	703,677.05	100.0%
	TOTAL INDUSTRIAL PARK DEVELOPMENT	0	0	-703,677.05	-160,545.18	.00	703,677.05	100.0%
	TOTAL REVENUES	0	0	-703,677.05	-160,545.18	.00	703,677.05	
088 PUBLIC SAFETY/REC CONSTRUCTION								
088001 PUBLIC SAFETY/REC CONSTRUCTION								
24 FEDERAL GRANTS								
088001 253200	FRA-CRISI GRANT	-5,300,000	-5,300,000	-2,349,350.05	.00	.00	-2,950,649.95	44.3%
088001 255528	DOT-BUILD GRANT	-13,200,000	-13,200,000	-6,325,865.54	-1,289,833.95	.00	-6,874,134.46	47.9%
	TOTAL FEDERAL GRANTS	-18,500,000	-18,500,000	-8,675,215.59	-1,289,833.95	.00	-9,824,784.41	46.9%
25 STATE GRANTS								
088001 250102	STATE BOND FDS/GORDO	0	0	.00	.00	.00	.00	.0%

REVENUE REPORT

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088	PUBLIC SAFETY/REC CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL STATE GRANTS	0	0	.00	.00	.00	.00	.0%
34 MISCELLANEOUS								
088001 340500	CHECKING ACCOUNT INT	-20,000	-20,000	-61,793.36	-1,431.91	.00	41,793.36	309.0%
088001 3405TB	SAVINGS ACCOUNT/MMA	-3,000	-3,000	.00	.00	.00	-3,000.00	.0%
088001 340700	OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
088001 346500	CONTRIB-H'BURG. CONV	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-23,000	-23,000	-61,793.36	-1,431.91	.00	38,793.36	268.7%
39 NON-REVENUE RECEIPTS								
088001 391300	BOND PREMIUM	0	0	.00	.00	.00	.00	.0%
088001 391500	ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
088001 399900	APPROPRIABLE FUND BA	-1,000,000	-2,586,716	.00	.00	.00	-2,586,716.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-1,000,000	-2,586,716	.00	.00	.00	-2,586,716.00	.0%
	TOTAL PUBLIC SAFETY/REC CONSTRUCT	-19,523,000	-21,109,716	-8,737,008.95	-1,291,265.86	.00	-12,372,707.05	41.4%
	TOTAL PUBLIC SAFETY/REC CONSTRUCT	-19,523,000	-21,109,716	-8,737,008.95	-1,291,265.86	.00	-12,372,707.05	41.4%
	TOTAL REVENUES	-19,523,000	-21,109,716	-8,737,008.95	-1,291,265.86	.00	-12,372,707.05	
091 TIF CONSTRUCTION								
091001 TIF CONST-REVENUES								
34 MISCELLANEOUS								
091001 340500	CHECKING ACCOUNT INT	0	0	-1.61	.00	.00	1.61	100.0%
	TOTAL MISCELLANEOUS	0	0	-1.61	.00	.00	1.61	100.0%
39 NON-REVENUE RECEIPTS								
091001 391201	BOND PROCEEDS-RIDGE/	0	0	.00	.00	.00	.00	.0%

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091	TIF CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
091001	391202 BOND PROCEEDS-MIDTOW	0	0	.00	.00	.00	.00	.0%
091001	391203 BOND PROCEEDS-WHISPE	0	0	.00	.00	.00	.00	.0%
091001	391204 BOND PROCEEDS-HBURG	0	0	.00	.00	.00	.00	.0%
091001	391205 BOND PROCEEDS-'19 TU	0	0	.00	.00	.00	.00	.0%
091001	391206 BOND PROCEEDS-'19 EL	0	0	.00	.00	.00	.00	.0%
091001	391212 BOND PROCEEDS-PLANET	0	0	.00	.00	.00	.00	.0%
091001	391500 ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
091001	396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
091001	399900 APPROPRIABLE FUND BA	0	0	.00	.00	.00	.00	.0%
	TOTAL NON-REVENUE RECEIPTS	0	0	.00	.00	.00	.00	.0%
	TOTAL TIF CONST-REVENUES	0	0	-1.61	.00	.00	1.61	100.0%
	TOTAL TIF CONSTRUCTION	0	0	-1.61	.00	.00	1.61	100.0%
	TOTAL REVENUES	0	0	-1.61	.00	.00	1.61	
093 2016 W&S SYSTEM PROJECT								
093001 2016 W&S SYSTEM - REV								
34 MISCELLANEOUS								
093001	340500 CHECKING ACCOUNT INT	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
093001	399900 APPROPRIABLE FUND BA	1,676,138	0	.00	.00	.00	.00	.0%
	TOTAL NON-REVENUE RECEIPTS	1,676,138	0	.00	.00	.00	.00	.0%
	TOTAL 2016 W&S SYSTEM - REV	1,676,138	0	.00	.00	.00	.00	.0%
	TOTAL 2016 W&S SYSTEM PROJECT	1,676,138	0	.00	.00	.00	.00	.0%
	TOTAL REVENUES	1,676,138	0	.00	.00	.00	.00	
094 2012 W&S REVENUE BOND CONST								
094001 2012 W&S REV BOND REV								

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094	2012 W&S REVENUE BOND CONST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
34 MISCELLANEOUS								
094001 340500	CHECKING ACCOUNT INT	0	0	-.28	.00	.00	.28	100.0%
	TOTAL MISCELLANEOUS	0	0	-.28	.00	.00	.28	100.0%
39 NON-REVENUE RECEIPTS								
094001 399900	APPROPRIABLE FUND BA	65	-66	.00	.00	.00	-66.00	.0%
	TOTAL NON-REVENUE RECEIPTS	65	-66	.00	.00	.00	-66.00	.0%
	TOTAL 2012 W&S REV BOND REV	65	-66	-.28	.00	.00	-65.72	.4%
	TOTAL 2012 W&S REVENUE BOND CONST	65	-66	-.28	.00	.00	-65.72	.4%
	TOTAL REVENUES	65	-66	-.28	.00	.00	-65.72	
095 2019 FIRE STATION CONSTRUCTION								
095001 2019 FIRE STATION CONSTRUCTION								
34 MISCELLANEOUS								
095001 340500	CHECKING ACCOUNT INT	-1,500	-1,500	-20,211.30	-2,611.08	.00	18,711.30	1347.4%
095001 345500	CONTRIBUTIONS-FORRES	0	0	.00	.00	.00	.00	.0%
095001 346500	CONTRIB-H'BURG. CONV	0	0	.00	.00	.00	.00	.0%
095001 346900	CONTRIB-OTHER	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	-1,500	-1,500	-20,211.30	-2,611.08	.00	18,711.30	1347.4%
38 TRANSFERS IN								
095001 380001	T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%

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095	2019 FIRE STATION CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
095001	391200 BOND PROCEEDS	0	0	.00	.00	.00	.00	.0%
095001	391500 ACCRUED INTEREST	0	0	.00	.00	.00	.00	.0%
095001	396500 REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
095001	397501 DEPOT PROJECT	0	0	.00	.00	.00	.00	.0%
095001	399900 APPROPRIABLE FUND BA	-948,000	-947,709	.00	.00	.00	-947,709.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-948,000	-947,709	.00	.00	.00	-947,709.00	.0%
	TOTAL 2019 FIRE STATION CONSTRUCT	-949,500	-949,209	-20,211.30	-2,611.08	.00	-928,997.70	2.1%
	TOTAL 2019 FIRE STATION CONSTRUCT	-949,500	-949,209	-20,211.30	-2,611.08	.00	-928,997.70	2.1%
	TOTAL REVENUES	-949,500	-949,209	-20,211.30	-2,611.08	.00	-928,997.70	
097 INFRA IMPROVE-INTRNT SALES TAX								
097001 INFRA IMPROVE-INTRNT SALES TAX								
26 STATE-SHARED REVENUE								
097001	260800 SALES TAX-INTERNET	-5,000,000	-5,000,000	-5,516,018.86	-2,782,553.43	.00	516,018.86	110.3%
	TOTAL STATE-SHARED REVENUE	-5,000,000	-5,000,000	-5,516,018.86	-2,782,553.43	.00	516,018.86	110.3%
34 MISCELLANEOUS								
097001	340500 CHECKING ACCOUNT INT	0	0	-84,050.13	-9,527.56	.00	84,050.13	100.0%
097001	340700 OTHER INTEREST	0	0	.00	.00	.00	.00	.0%
097001	346002 CONTRIB-FGH	0	0	.00	.00	.00	.00	.0%
	TOTAL MISCELLANEOUS	0	0	-84,050.13	-9,527.56	.00	84,050.13	100.0%
38 TRANSFERS IN								
097001	380001 T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%

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097	INFRA IMPROVE-INTRNT SALES TAX	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
097001 394500	SALE OF MISC. ITEMS	0	0	.00	.00	.00	.00	.0%
097001 396500	REFUND & RECOVERY	0	0	-12,899.95	.00	.00	12,899.95	100.0%
097001 399900	APPROPRIABLE FUND BA	-2,200,000	-2,643,854	.00	.00	.00	-2,643,854.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-2,200,000	-2,643,854	-12,899.95	.00	.00	-2,630,954.05	.5%
	TOTAL INFRA IMPROVE-INTRNT SALES	-7,200,000	-7,643,854	-5,612,968.94	-2,792,080.99	.00	-2,030,885.06	73.4%
	TOTAL INFRA IMPROVE-INTRNT SALES	-7,200,000	-7,643,854	-5,612,968.94	-2,792,080.99	.00	-2,030,885.06	73.4%
	TOTAL REVENUES	-7,200,000	-7,643,854	-5,612,968.94	-2,792,080.99	.00	-2,030,885.06	
098 WATER METER BONDS								
098001 WATER METER BONDS REVENUE								
34 MISCELLANEOUS								
098001 340500	CHECKING ACCOUNT INT	-30	-30	-260.94	-175.46	.00	230.94	869.8%
	TOTAL MISCELLANEOUS	-30	-30	-260.94	-175.46	.00	230.94	869.8%
39 NON-REVENUE RECEIPTS								
098001 391200	BOND PROCEEDS	0	-7,690,508	-7,690,508.10	.00	.00	.10	100.0%
098001 399900	APPROPRIABLE FUND BA	-2,390	-2,394	.00	.00	.00	-2,394.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-2,390	-7,692,902	-7,690,508.10	.00	.00	-2,393.90	100.0%
	TOTAL WATER METER BONDS REVENUE	-2,420	-7,692,932	-7,690,769.04	-175.46	.00	-2,162.96	100.0%
	TOTAL WATER METER BONDS	-2,420	-7,692,932	-7,690,769.04	-175.46	.00	-2,162.96	100.0%
	TOTAL REVENUES	-2,420	-7,692,932	-7,690,769.04	-175.46	.00	-2,162.96	

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105	2013 W&S BOND CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
105 2013 W&S BOND CONSTRUCTION								
105001 2013 W&S BOND CONSTR REVENUES								
34 MISCELLANEOUS								
105001 340500	CHECKING ACCOUNT INT	0	0	-2.56	.00	.00	2.56	100.0%
	TOTAL MISCELLANEOUS	0	0	-2.56	.00	.00	2.56	100.0%
39 NON-REVENUE RECEIPTS								
105001 399900	APPROPRIABLE FUND BA	-593	-594	.00	.00	.00	-594.00	.0%
	TOTAL NON-REVENUE RECEIPTS	-593	-594	.00	.00	.00	-594.00	.0%
	TOTAL 2013 W&S BOND CONSTR REVENUE	-593	-594	-2.56	.00	.00	-591.44	.4%
	TOTAL 2013 W&S BOND CONSTRUCTION	-593	-594	-2.56	.00	.00	-591.44	.4%
	TOTAL REVENUES	-593	-594	-2.56	.00	.00	-591.44	
107 SPECIAL SALES TAX-T&A								
107001 SPEC.SALES TAX REVENUES								
26 STATE-SHARED REVENUE								
107001 260500	SALES TAX-MOTEL	0	0	-703,489.41	-93,460.98	.00	703,489.41	100.0%
107001 260700	SALES TAX-FOOD & BEV	0	0	.00	.00	.00	.00	.0%
	TOTAL STATE-SHARED REVENUE	0	0	-703,489.41	-93,460.98	.00	703,489.41	100.0%
	TOTAL SPEC.SALES TAX REVENUES	0	0	-703,489.41	-93,460.98	.00	703,489.41	100.0%
	TOTAL SPECIAL SALES TAX-T&A	0	0	-703,489.41	-93,460.98	.00	703,489.41	100.0%
	TOTAL REVENUES	0	0	-703,489.41	-93,460.98	.00	703,489.41	

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109	GROUP INSURANCE TRUST FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
109 GROUP INSURANCE TRUST FUND								
109001 GROUP INS.TRUST REVENUES								
34 MISCELLANEOUS								
109001 340500	CHECKING ACCOUNT INT	0	0	-9,143.52	-729.36	.00	9,143.52	100.0%
	TOTAL MISCELLANEOUS	0	0	-9,143.52	-729.36	.00	9,143.52	100.0%
38 TRANSFERS IN								
109001 380001	T/F GENERAL FUND	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS IN	0	0	.00	.00	.00	.00	.0%
39 NON-REVENUE RECEIPTS								
109001 396500	REFUND & RECOVERY	0	0	.00	.00	.00	.00	.0%
109001 396600	HOSP.INS.-P/R DISTRI	0	0	-4,092,325.44	-416,669.32	.00	4,092,325.44	100.0%
109001 396601	HOSP.INS.-COBRA	0	0	.00	.00	.00	.00	.0%
109001 396602	HOSP.INS.-UH PHARMAC	0	0	-278,215.37	-91,918.99	.00	278,215.37	100.0%
	TOTAL NON-REVENUE RECEIPTS	0	0	-4,370,540.81	-508,588.31	.00	4,370,540.81	100.0%
	TOTAL GROUP INS.TRUST REVENUES	0	0	-4,379,684.33	-509,317.67	.00	4,379,684.33	100.0%
	TOTAL GROUP INSURANCE TRUST FUND	0	0	-4,379,684.33	-509,317.67	.00	4,379,684.33	100.0%
	TOTAL REVENUES	0	0	-4,379,684.33	-509,317.67	.00	4,379,684.33	
	GRAND TOTAL	-245,285,848-288,728,244	-226,462,131.00	-15,637,423.93		.00	-62,266,113.00	78.4%

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

REPORT OPTIONS

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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 General Fund							
001003 CITY COUNCIL							
40 PERSONAL SERVICES							
001003 400000 REGULAR WAGES	270,000	270,000	228,198.51	20,769.22	.00	41,801.49	84.5%
001003 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001003 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001003 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001003 460000 STATE RETIREMENT	49,500	49,500	39,810.06	3,717.64	.00	9,689.94	80.4%
001003 470000 F.I.C.A. TAXES	21,200	21,200	16,535.74	1,496.70	.00	4,664.26	78.0%
001003 480000 HOSPITALIZATION INS.	58,800	58,800	40,139.04	3,614.80	.00	18,660.96	68.3%
001003 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001003 491000 WORKMAN'S COMPENSATI	490	490	.00	.00	.00	490.00	.0%
TOTAL PERSONAL SERVICES	399,990	399,990	324,683.35	29,598.36	.00	75,306.65	81.2%
50 SUPPLIES & EXPENSES							
001003 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001003 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001003 501000 OTHER EXPENDABLE OFF	1,300	1,300	638.48	.00	448.11	213.41	83.6%
001003 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
001003 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001003 507000 BOOKS	400	400	.00	.00	.00	400.00	.0%
001003 508000 COMPUTER SUPPLIES	600	600	.00	.00	.00	600.00	.0%
001003 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001003 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
001003 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001003 511500 FOOD	100	100	52.49	22.30	.00	47.51	52.5%
001003 535500 WEARING APPAREL	1,000	1,000	.00	.00	.00	1,000.00	.0%
001003 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001003 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001003 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
001003 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
001003 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	3,400	3,400	690.97	22.30	448.11	2,260.92	33.5%

EXPENDITURE REPORT

FOR 2024 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE									
001003	601000	AUDITING AND ACCOUNT	200,000	200,000	168,175.00	.00	.00	31,825.00	84.1%
001003	601200	ARCHITECTURAL	0	0	.00	.00	.00	.00	.0%
001003	603300	ENTERTAINMENT	0	0	.00	.00	.00	.00	.0%
001003	603500	DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001003	604900	OTHER PROFESSIONAL S	4,000	4,000	925.00	.00	.00	3,075.00	23.1%
001003	606000	TELEPHONE AND TELEGR	4,000	4,000	1,462.44	241.38	.00	2,537.56	36.6%
001003	607000	POSTAGE	0	0	.00	.00	.00	.00	.0%
001003	611001	TRAVEL EXP-WARD 1	3,000	3,000	3,551.16	764.00	.00	-551.16	118.4%
001003	611002	TRAVEL EXP-WARD 2	3,000	3,500	3,959.72	1,030.46	.00	-459.72	113.1%
001003	611003	TRAVEL EXP-WARD 3	3,000	3,000	1,176.90	764.00	.00	1,823.10	39.2%
001003	611004	TRAVEL EXP-WARD 4	3,000	3,000	1,176.90	764.00	.00	1,823.10	39.2%
001003	611005	TRAVEL EXP-WARD 5	3,000	3,000	1,920.15	955.00	.00	1,079.85	64.0%
001003	6110CL	TRAVEL EXP-CLERK	4,500	3,300	.00	.00	.00	3,300.00	.0%
001003	6110DC	TRAVEL EXP-DEPCLERK	4,500	4,500	.00	.00	.00	4,500.00	.0%
001003	612000	FREIGHT	0	0	.00	.00	.00	.00	.0%
001003	613000	MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001003	615000	ADVERTISING	0	0	.00	.00	.00	.00	.0%
001003	616000	ORDINANCE EXPENSE	0	0	.00	.00	.00	.00	.0%
001003	620000	PRINTING	0	0	.00	.00	.00	.00	.0%
001003	620500	BINDING	0	0	.00	.00	.00	.00	.0%
001003	625500	PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001003	627000	SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001003	629900	OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
001003	636500	OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001003	637000	HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001003	638200	MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001003	638400	MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001003	639900	OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001003	641000	OFFICE EQUIPMENT REN	1,800	1,800	180.03	.00	.00	1,619.97	10.0%
001003	644900	OTHER RENT	0	0	.00	.00	.00	.00	.0%
001003	650000	EXHIBITIONS & PROMOT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001003	684000	DUES AND MEMBERSHIPS	700	700	.00	.00	.00	700.00	.0%
001003	684501	REG FEE/TUITION-WARD	1,000	1,000	475.00	.00	.00	525.00	47.5%
001003	684502	REG FEE/TUITION-WARD	1,000	1,700	1,660.00	.00	.00	40.00	97.6%
001003	684503	REG FEE/TUITION-WARD	1,000	1,000	325.00	.00	.00	675.00	32.5%
001003	684504	REG FEE/TUITION-WARD	1,000	1,000	325.00	.00	.00	675.00	32.5%
001003	684505	REG FEE/TUITION-WARD	1,000	1,000	700.00	.00	.00	300.00	70.0%
001003	6845CL	REG FEE/TUITION-CLER	2,000	2,000	420.00	.00	.00	1,580.00	21.0%
001003	6845DC	REG FEE/TUITION-DEPC	2,000	2,000	480.00	60.00	.00	1,520.00	24.0%
001003	699900	SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICE	244,500	244,500	186,912.30	4,578.84	.00	57,587.70	76.4%
70 CAPITAL OUTLAY							
001003 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001003 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001003 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001003 732700 DATA PROCESSING EQUI	6,000	6,000	.00	.00	.00	6,000.00	.0%
001003 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001003 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	6,000	6,000	.00	.00	.00	6,000.00	.0%
TOTAL CITY COUNCIL	653,890	653,890	512,286.62	34,199.50	448.11	141,155.27	78.4%
001015 CITY COURT							
40 PERSONAL SERVICES							
001015 400000 REGULAR WAGES	892,850	900,210	709,705.55	66,365.35	.00	190,504.45	78.8%
001015 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001015 430000 OVERTIME	18,000	18,000	18,444.51	1,687.38	.00	-444.51	102.5%
001015 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001015 460000 STATE RETIREMENT	163,100	164,390	125,875.90	12,090.90	.00	38,514.10	76.6%
001015 470000 F.I.C.A. TAXES	69,700	70,270	53,966.29	5,033.79	.00	16,303.71	76.8%
001015 480000 HOSPITALIZATION INS.	168,000	165,900	119,867.79	10,230.20	.00	46,032.21	72.3%
001015 490000 UNEMPLOYMENT BENEFIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
001015 491000 WORKMAN'S COMPENSATI	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL PERSONAL SERVICES	1,319,650	1,326,770	1,027,860.04	95,407.62	.00	298,909.96	77.5%
50 SUPPLIES & EXPENSES							
001015 500300 PAPER	1,500	1,500	748.35	.00	.00	751.65	49.9%
001015 500500 PRINTED FORMS	6,000	6,000	2,966.00	.00	.00	3,034.00	49.4%
001015 501000 OTHER EXPENDABLE OFF	6,000	6,000	4,554.28	503.10	245.09	1,200.63	80.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001015 502000 MINOR OFFICE EQUIP/F	3,000	3,000	715.21	.00	.00	2,284.79	23.8%
001015 503000 MICROFILM SUPPLIES	0	0	.00	.00	.00	.00	.0%
001015 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001015 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001015 508000 COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001015 510000 CLEANING/JANITORIAL	5,000	5,000	2,286.88	.00	320.65	2,392.47	52.2%
001015 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001015 525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
001015 535500 WEARING APPAREL	605	605	.00	.00	.00	605.00	.0%
001015 546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
001015 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001015 559100 OTHER OPER.MATLS-FUL	3,075	3,075	2,246.82	.00	.00	828.18	73.1%
001015 5594MC OTHER OPER - VICTIM	42,094	42,094	1,547.05	.00	.00	40,546.95	3.7%
001015 560000 BUILDING MATERIALS &	1,500	1,500	.00	.00	.00	1,500.00	.0%
001015 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	70,274	70,274	15,064.59	503.10	565.74	54,643.67	22.2%

60 PROFESSIONAL SERVICE

001015 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001015 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001015 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001015 604800 OTHER PROF.-SAMSA GR	319,518	319,518	177,690.73	1,005.00	.00	141,827.27	55.6%
001015 604900 OTHER PROFESSIONAL S	80,000	127,500	101,126.00	16,149.50	5,100.00	21,274.00	83.3%
001015 604901 OTHER PROF-TECHNOLOG	95,000	117,500	83,086.84	591.38	.00	34,413.16	70.7%
001015 604902 PROF SERV-JUDGE PRO	20,000	20,000	.00	.00	.00	20,000.00	.0%
001015 606000 TELEPHONE AND TELEGR	6,000	6,000	4,877.56	521.91	.00	1,122.44	81.3%
001015 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001015 611000 TRAVEL EXPENSE	7,000	8,000	6,884.78	8.40	356.16	759.06	90.5%
001015 6112MC TRVL EXP - VICTIM'S	9,271	9,271	9,002.33	.00	.00	268.67	97.1%
001015 611800 TRVL-HHS SAMHSA GRAN	7,217	7,217	5,559.14	.00	.00	1,657.86	77.0%
001015 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001015 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001015 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001015 620000 PRINTING	2,500	2,500	1,795.31	295.69	.00	704.69	71.8%
001015 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001015 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001015 630000 GAS	6,000	6,000	463.52	20.00	.00	5,536.48	7.7%
001015 630500 ELECTRICITY	5,000	5,000	3,336.85	218.83	.00	1,663.15	66.7%
001015 635000 BUILDING R&M	3,000	3,000	2,320.00	.00	.00	680.00	77.3%
001015 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001015 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001015 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001015 671000 COURT COSTS	0	0	.00	.00	.00	.00	.0%
001015 6835PF POLICE FINE REFUNDS	0	0	.00	.00	.00	.00	.0%
001015 684000 DUES AND MEMBERSHIPS	1,000	1,000	120.00	.00	.00	880.00	12.0%
001015 684500 REGISTRATION FEE/TUI	500	500	325.00	.00	.00	175.00	65.0%
001015 699900 SERVICES NOT SPECIFI	2,500	1,500	1,500.00	.00	.00	.00	100.0%
TOTAL PROFESSIONAL SERVICE	564,506	634,506	398,088.06	18,810.71	5,456.16	230,961.78	63.6%
70 CAPITAL OUTLAY							
001015 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001015 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001015 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL CITY COURT	1,954,430	2,031,550	1,441,012.69	114,721.43	6,021.90	584,515.41	71.2%
001020 MAYOR/ADMIN.							
40 PERSONAL SERVICES							
001020 400000 REGULAR WAGES	688,500	698,500	575,933.26	48,306.35	.00	122,566.74	82.5%
001020 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001020 430000 OVERTIME	0	0	345.00	.00	.00	-345.00	100.0%
001020 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001020 460000 STATE RETIREMENT	123,500	125,350	95,755.29	8,646.85	.00	29,594.71	76.4%
001020 470000 F.I.C.A. TAXES	52,700	53,550	43,019.70	3,616.70	.00	10,530.30	80.3%
001020 480000 HOSPITALIZATION INS.	75,600	75,600	56,758.80	4,811.20	.00	18,841.20	75.1%
001020 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001020 491000 WORKMAN'S COMPENSATI	5,500	5,500	.00	.00	.00	5,500.00	.0%
TOTAL PERSONAL SERVICES	946,800	959,500	771,812.05	65,381.10	.00	187,687.95	80.4%
50 SUPPLIES & EXPENSES							
001020 500300 PAPER	500	500	150.00	.00	.00	350.00	30.0%

EXPENDITURE REPORT

FOR 2024 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001020	500500	PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001020	501000	OTHER EXPENDABLE OFF	4,000	4,000	1,300.15	-9.20	.00	2,699.85	32.5%
001020	502000	MINOR OFFICE EQUIP/F	1,000	900	.00	.00	130.67	769.33	14.5%
001020	505000	SUBSCRIPTIONS,MAGS,M	750	750	85.55	17.11	.00	664.45	11.4%
001020	507000	BOOKS	700	700	.00	.00	.00	700.00	.0%
001020	508000	COMPUTER SUPPLIES	1,500	300	.00	.00	.00	300.00	.0%
001020	510000	CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001020	511000	HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
001020	511500	FOOD	1,900	1,900	999.64	.00	.00	900.36	52.6%
001020	525000	GAS AND OIL	3,000	4,000	4,556.83	1,151.92	.00	-556.83	113.9%
001020	525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001020	535500	WEARING APPAREL	400	600	599.56	.00	.00	.44	99.9%
001020	546000	MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001020	5460PR	MINOR EQUIPMENT PUB	7,000	7,000	506.86	.00	.00	6,493.14	7.2%
001020	559000	OTHER OPERATING MATL	0	100	89.00	.00	.00	11.00	89.0%
001020	570000	MTR VEHICLE REP. PTS	2,000	2,000	1,927.98	47.20	.00	72.02	96.4%
001020	575000	COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
001020	599000	OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
001020	599500	DISASTER REPAIR SUPP	300	300	.00	.00	.00	300.00	.0%
TOTAL SUPPLIES & EXPENSES			23,050	23,050	10,215.57	1,207.03	130.67	12,703.76	44.9%
60 PROFESSIONAL SERVICE									
001020	600100	PROF SERVICES - COVI	0	0	.00	.00	.00	.00	.0%
001020	601700	APPRAISAL	0	0	.00	.00	.00	.00	.0%
001020	602000	CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001020	603300	ENTERTAINMENT	0	0	.00	.00	.00	.00	.0%
001020	604900	OTHER PROFESSIONAL S	17,200	8,200	1,972.50	.00	.00	6,227.50	24.1%
001020	606000	TELEPHONE AND TELEGR	5,000	5,000	3,027.77	272.10	.00	1,972.23	60.6%
001020	607000	POSTAGE	0	0	.00	.00	.00	.00	.0%
001020	611000	TRAVEL EXPENSE	30,000	30,000	18,875.80	4,942.88	654.00	10,470.20	65.1%
001020	612000	FREIGHT	150	150	33.35	.00	.00	116.65	22.2%
001020	613000	MESSENGER/EXPRESS SE	300	300	.00	.00	.00	300.00	.0%
001020	615000	ADVERTISING	73,300	73,300	62,518.63	1,000.00	.00	10,781.37	85.3%
001020	6150PR	ADVERTISING-PUBLIC R	3,000	3,000	60.00	.00	.00	2,940.00	2.0%
001020	615200	ADVERTISING-SPEC. EV	4,000	4,000	.00	.00	.00	4,000.00	.0%
001020	615300	ADVERTISING-MAYOR'S	10,000	5,600	1,841.15	.00	.00	3,758.85	32.9%
001020	615600	ADVERTISING-USM-ISP	35,000	39,400	39,397.00	.00	.00	3.00	100.0%
001020	615700	ADVERTISING-WILLIAM	7,000	7,000	.00	.00	.00	7,000.00	.0%
001020	615800	ADVERTISING-MS ASSC	31,000	31,000	25,000.00	.00	.00	6,000.00	80.6%
001020	620000	PRINTING	1,500	1,500	.00	.00	.00	1,500.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001020 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001020 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001020 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001020 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001020 629900 OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
001020 635100 DISASTER REPAIRS	1,500	500	.00	.00	.00	500.00	.0%
001020 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001020 637000 HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001020 638200 MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
001020 638400 MOTOR VEHICLE EQ. R&	2,250	4,250	2,145.24	1,915.24	1,845.00	259.76	93.9%
001020 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001020 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001020 641000 OFFICE EQUIPMENT REN	5,000	2,000	999.74	72.34	.00	1,000.26	50.0%
001020 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001020 670500 LATE PAYMENT CHARGE	0	0	.00	.00	.00	.00	.0%
001020 684000 DUES AND MEMBERSHIPS	15,000	27,719	27,719.00	3,838.00	.00	.00	100.0%
001020 684500 REGISTRATION FEE/TUI	4,900	3,181	2,535.11	1,190.00	.00	645.89	79.7%
001020 699900 SERVICES NOT SPECIFI	800	800	.00	.00	.00	800.00	.0%
TOTAL PROFESSIONAL SERVICE	248,400	248,400	186,125.29	13,230.56	2,499.00	59,775.71	75.9%
70 CAPITAL OUTLAY							
001020 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001020 732000 HOUSEHOLD FURN/EQUIP	2,000	2,000	.00	.00	.00	2,000.00	.0%
001020 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001020 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001020 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001020 739900 OTHER EQUIPMENT	2,500	2,500	.00	.00	.00	2,500.00	.0%
001020 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	4,500	4,500	.00	.00	.00	4,500.00	.0%
TOTAL MAYOR/ADMIN.	1,222,750	1,235,450	968,152.91	79,818.69	2,629.67	264,667.42	78.6%

001030 ELECTIONS**40 PERSONAL SERVICES**

001030 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001030 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001030 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001030 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001030 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001030 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001030 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
001030 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001030 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001030 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001030 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001030 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001030 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE							
001030 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001030 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001030 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001030 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001030 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001030 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001030 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001030 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001030 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001030 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001030 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001030 640500 BUILDING RENT	0	0	.00	.00	.00	.00	.0%
001030 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001030 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY							
001030 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001030 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL ELECTIONS	0	0	.00	.00	.00	.00	.0%
001040 MUNICIPAL CLERK							
40 PERSONAL SERVICES							
001040 400000 REGULAR WAGES	137,500	137,500	101,609.93	7,587.17	.00	35,890.07	73.9%
001040 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001040 430000 OVERTIME	1,000	1,000	7.13	.00	.00	992.87	.7%
001040 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001040 460000 STATE RETIREMENT	25,000	25,000	17,719.23	1,358.09	.00	7,280.77	70.9%
001040 470000 F.I.C.A. TAXES	10,600	10,600	7,611.75	569.74	.00	2,988.25	71.8%
001040 480000 HOSPITALIZATION INS.	33,600	33,600	23,311.69	1,804.20	.00	10,288.31	69.4%
001040 490000 UNEMPLOYMENT BENEFIT	1,060	1,060	.00	.00	.00	1,060.00	.0%
001040 491000 WORKMAN'S COMPENSATI	390	390	.00	.00	.00	390.00	.0%
TOTAL PERSONAL SERVICES	209,150	209,150	150,259.73	11,319.20	.00	58,890.27	71.8%
50 SUPPLIES & EXPENSES							
001040 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001040 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001040 501000 OTHER EXPENDABLE OFF	2,000	2,000	723.31	.00	571.18	705.51	64.7%
001040 502000 MINOR OFFICE EQUIP/F	2,000	2,000	.00	.00	.00	2,000.00	.0%
001040 503000 MICROFILM SUPPLIES	0	0	.00	.00	.00	.00	.0%
001040 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001040 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001040 508000 COMPUTER SUPPLIES	150	150	.00	.00	.00	150.00	.0%
001040 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001040 525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
001040 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001040 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	4,150	4,150	723.31	.00	571.18	2,855.51	31.2%
60 PROFESSIONAL SERVICE							
001040 602000 CONSULTANT SERV/SURV	15,000	15,000	.00	.00	.00	15,000.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001040 602300 ABSTRACTING & RECORD	0	0	.00	.00	.00	.00	.0%
001040 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001040 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001040 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001040 606000 TELEPHONE AND TELEGR	0	0	220.28	50.23	.00	-220.28	100.0%
001040 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001040 611000 TRAVEL EXPENSE	0	300	202.55	.00	.00	97.45	67.5%
001040 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001040 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001040 615000 ADVERTISING	22,000	22,000	18,291.35	297.77	.00	3,708.65	83.1%
001040 616000 ORDINANCE EXPENSE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001040 620000 PRINTING	1,200	1,200	.00	.00	.00	1,200.00	.0%
001040 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001040 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001040 636500 OFFICE EQUIPMENT R&M	2,300	2,000	785.49	785.49	.00	1,214.51	39.3%
001040 639400 DISINFECT./EXTERMINA	0	0	.00	.00	.00	.00	.0%
001040 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001040 641000 OFFICE EQUIPMENT REN	4,500	4,500	.00	.00	.00	4,500.00	.0%
001040 684000 DUES AND MEMBERSHIPS	300	300	.00	.00	.00	300.00	.0%
001040 684500 REGISTRATION FEE/TUI	1,500	1,500	973.00	.00	.00	527.00	64.9%
001040 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	49,800	49,800	20,472.67	1,133.49	.00	29,327.33	41.1%
70 CAPITAL OUTLAY							
001040 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001040 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001040 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL MUNICIPAL CLERK	263,100	263,100	171,455.71	12,452.69	571.18	91,073.11	65.4%
001041 TAX DIVISION							
40 PERSONAL SERVICES							
001041 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001041 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001041 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001041 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001041 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001041 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001041 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
001041 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001041 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001041 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001041 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
001041 503000 MICROFILM SUPPLIES	0	0	.00	.00	.00	.00	.0%
001041 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001041 506000 MAPS FOR RESALE	0	0	.00	.00	.00	.00	.0%
001041 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001041 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001041 525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
001041 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001041 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001041 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001041 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
001041 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE							
001041 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001041 602300 ABSTRACTING & RECORD	0	0	.00	.00	.00	.00	.0%
001041 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001041 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001041 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001041 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001041 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001041 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
001041 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001041 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001041 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001041 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001041 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001041 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001041 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001041 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001041 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001041 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001041 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001041 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001041 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001041 6835PL PRIVILEGE LICENSE RE	0	0	.00	.00	.00	.00	.0%
001041 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001041 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001041 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY							
001041 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001041 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001041 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001041 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001041 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001041 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL TAX DIVISION	0	0	.00	.00	.00	.00	.0%
001042 ACCOUNTING DIV.							
40 PERSONAL SERVICES							
001042 400000 REGULAR WAGES	255,000	327,700	160,966.43	15,510.82	.00	166,733.57	49.1%
001042 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001042 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001042 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001042 460000 STATE RETIREMENT	45,700	58,800	28,085.59	2,776.43	.00	30,714.41	47.8%
001042 470000 F.I.C.A. TAXES	19,600	25,300	12,162.92	1,150.23	.00	13,137.08	48.1%
001042 480000 HOSPITALIZATION INS.	42,000	42,000	24,163.29	1,804.20	.00	17,836.71	57.5%
001042 490000 UNEMPLOYMENT BENEFIT	3,200	3,200	.00	.00	.00	3,200.00	.0%
001042 491000 WORKMAN'S COMPENSATI	700	700	.00	.00	.00	700.00	.0%
TOTAL PERSONAL SERVICES	366,200	457,700	225,378.23	21,241.68	.00	232,321.77	49.2%
50 SUPPLIES & EXPENSES							
001042 500300 PAPER	800	0	.00	.00	.00	.00	.0%
001042 500500 PRINTED FORMS	1,000	755	545.00	.00	.00	210.00	72.2%
001042 501000 OTHER EXPENDABLE OFF	2,500	2,468	589.40	.00	887.50	991.10	59.8%
001042 502000 MINOR OFFICE EQUIP/F	500	4,758	4,506.64	243.94	243.94	7.42	99.8%
001042 503000 MICROFILM SUPPLIES	0	0	.00	.00	.00	.00	.0%
001042 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001042 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001042 508000 COMPUTER SUPPLIES	0	370	369.95	.00	.00	.05	100.0%
001042 510000 CLEANING/JANITORIAL	700	0	.00	.00	.00	.00	.0%
001042 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001042 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001042 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
001042 580000 MINOR COMPUTER EQUIP	1,000	0	.00	.00	.00	.00	.0%
001042 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	6,500	8,351	6,010.99	243.94	1,131.44	1,208.57	85.5%
60 PROFESSIONAL SERVICE							
001042 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001042 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001042 604900 OTHER PROFESSIONAL S	500	434	429.00	.00	.00	5.00	98.8%
001042 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001042 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001042 611000 TRAVEL EXPENSE	3,000	2,500	2,162.31	.00	.00	337.69	86.5%
001042 612000 FREIGHT	0	166	.00	.00	165.92	.08	100.0%
001042 613000 MESSENGER/EXPRESS SE	100	0	.00	.00	.00	.00	.0%
001042 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001042 620000 PRINTING	200	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001042 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001042 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001042 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001042 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001042 639900 OTHER REPAIRS AND MA	200	400	367.80	.00	.00	32.20	92.0%
001042 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001042 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001042 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001042 684500 REGISTRATION FEE/TUI	1,500	149	149.00	.00	.00	.00	100.0%
001042 699900 SERVICES NOT SPECIFI	200	200	240.00	.00	.00	-40.00	120.0%
TOTAL PROFESSIONAL SERVICE	5,700	3,849	3,348.11	.00	165.92	334.97	91.3%
70 CAPITAL OUTLAY							
001042 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001042 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001042 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL ACCOUNTING DIV.	378,400	469,900	234,737.33	21,485.62	1,297.36	233,865.31	50.2%
001045 PURCHASING DIV.							
40 PERSONAL SERVICES							
001045 400000 REGULAR WAGES	107,100	107,100	90,084.47	8,208.16	.00	17,015.53	84.1%
001045 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001045 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001045 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001045 460000 STATE RETIREMENT	19,200	19,200	15,715.81	1,469.26	.00	3,484.19	81.9%
001045 470000 F.I.C.A. TAXES	8,200	8,200	6,338.07	572.58	.00	1,861.93	77.3%
001045 480000 HOSPITALIZATION INS.	16,800	16,800	12,025.44	1,202.80	.00	4,774.56	71.6%
001045 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001045 491000 WORKMAN'S COMPENSATI	330	330	.00	.00	.00	330.00	.0%
TOTAL PERSONAL SERVICES	152,630	152,630	124,163.79	11,452.80	.00	28,466.21	81.3%
50 SUPPLIES & EXPENSES							
001045 500300 PAPER	1,100	1,100	550.00	.00	.00	550.00	50.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001045 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001045 501000 OTHER EXPENDABLE OFF	1,650	1,650	285.80	.00	.00	1,364.20	17.3%
001045 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
001045 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001045 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001045 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001045 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001045 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	2,750	2,750	835.80	.00	.00	1,914.20	30.4%
60 PROFESSIONAL SERVICE							
001045 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001045 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001045 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001045 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001045 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001045 611000 TRAVEL EXPENSE	1,679	519	.00	.00	.00	519.00	.0%
001045 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001045 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001045 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001045 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001045 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001045 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001045 636500 OFFICE EQUIPMENT R&M	1,105	2,265	1,987.20	246.32	.00	277.80	87.7%
001045 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001045 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001045 684000 DUES AND MEMBERSHIPS	500	500	.00	.00	.00	500.00	.0%
001045 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001045 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	3,284	3,284	1,987.20	246.32	.00	1,296.80	60.5%
70 CAPITAL OUTLAY							
001045 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001045 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001045 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL PURCHASING DIV.	158,664	158,664	126,986.79	11,699.12	.00	31,677.21	80.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001060 CITY ATTORNEY							
40 PERSONAL SERVICES							
001060 400000 REGULAR WAGES	70,000	70,000	59,230.82	5,384.62	.00	10,769.18	84.6%
001060 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001060 460000 STATE RETIREMENT	12,600	12,600	10,333.04	963.84	.00	2,266.96	82.0%
001060 470000 F.I.C.A. TAXES	5,360	5,360	4,531.16	411.93	.00	828.84	84.5%
001060 480000 HOSPITALIZATION INS.	8,400	8,400	62.72	6.40	.00	8,337.28	.7%
001060 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001060 491000 WORKMAN'S COMPENSATI	300	300	.00	.00	.00	300.00	.0%
TOTAL PERSONAL SERVICES	96,660	96,660	74,157.74	6,766.79	.00	22,502.26	76.7%
50 SUPPLIES & EXPENSES							
001060 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001060 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001060 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001060 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
001060 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001060 559000 OTHER OPERATING MATL	100	100	.00	.00	.00	100.00	.0%
TOTAL SUPPLIES & EXPENSES	100	100	.00	.00	.00	100.00	.0%
60 PROFESSIONAL SERVICE							
001060 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001060 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001060 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001060 607000 POSTAGE	100	100	.00	.00	.00	100.00	.0%
001060 611000 TRAVEL EXPENSE	500	500	764.00	764.00	.00	-264.00	152.8%
001060 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001060 671000 COURT COSTS	0	0	.00	.00	.00	.00	.0%
001060 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001060 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	600	600	764.00	764.00	.00	-164.00	127.3%
TOTAL CITY ATTORNEY	97,360	97,360	74,921.74	7,530.79	.00	22,438.26	77.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001080 HUMAN RESOURCES							
40 PERSONAL SERVICES							
001080 400000 REGULAR WAGES	189,800	210,800	173,429.73	17,252.92	.00	37,370.27	82.3%
001080 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001080 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001080 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001080 460000 STATE RETIREMENT	34,000	37,800	28,296.89	2,905.59	.00	9,503.11	74.9%
001080 470000 F.I.C.A. TAXES	14,600	16,250	12,480.71	1,239.88	.00	3,769.29	76.8%
001080 480000 HOSPITALIZATION INS.	25,200	25,200	21,807.18	2,412.00	.00	3,392.82	86.5%
001080 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001080 491000 WORKMAN'S COMPENSATI	600	600	.00	.00	.00	600.00	.0%
TOTAL PERSONAL SERVICES	265,200	291,650	236,014.51	23,810.39	.00	55,635.49	80.9%
50 SUPPLIES & EXPENSES							
001080 500300 PAPER	2,500	2,500	.00	.00	299.34	2,200.66	12.0%
001080 500500 PRINTED FORMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001080 501000 OTHER EXPENDABLE OFF	1,500	1,500	419.18	.00	803.61	277.21	81.5%
001080 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
001080 505000 SUBSCRIPTIONS,MAGS,M	300	300	.00	.00	.00	300.00	.0%
001080 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001080 508000 COMPUTER SUPPLIES	2,500	2,500	.00	.00	.00	2,500.00	.0%
001080 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001080 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	7,800	7,800	419.18	.00	1,102.95	6,277.87	19.5%
60 PROFESSIONAL SERVICE							
001080 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001080 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001080 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001080 607000 POSTAGE	50	50	.00	.00	.00	50.00	.0%
001080 611000 TRAVEL EXPENSE	500	2,850	2,347.40	.00	.00	502.60	82.4%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001080 612000 FREIGHT	100	100	.00	.00	.00	100.00	.0%
001080 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001080 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001080 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001080 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001080 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001080 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001080 636500 OFFICE EQUIPMENT R&M	4,700	7,835	4,109.40	.00	.00	3,725.60	52.4%
001080 684000 DUES AND MEMBERSHIPS	250	265	264.00	.00	.00	1.00	99.6%
001080 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001080 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	5,600	11,100	6,720.80	.00	.00	4,379.20	60.5%
70 CAPITAL OUTLAY							
001080 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001080 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL HUMAN RESOURCES	278,600	310,550	243,154.49	23,810.39	1,102.95	66,292.56	78.7%
001081 LOSS CONTROL							
40 PERSONAL SERVICES							
001081 400000 REGULAR WAGES	85,500	64,500	45,268.43	3,846.16	.00	19,231.57	70.2%
001081 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001081 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001081 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001081 460000 STATE RETIREMENT	15,400	11,600	7,896.00	688.46	.00	3,704.00	68.1%
001081 470000 F.I.C.A. TAXES	6,600	4,950	3,453.00	292.02	.00	1,497.00	69.8%
001081 480000 HOSPITALIZATION INS.	16,800	16,800	8,045.61	601.40	.00	8,754.39	47.9%
001081 490000 UNEMPLOYMENT BENEFIT	1,730	1,730	.00	.00	.00	1,730.00	.0%
001081 491000 WORKMAN'S COMPENSATI	880	880	.00	.00	.00	880.00	.0%
TOTAL PERSONAL SERVICES	126,910	100,460	64,663.04	5,428.04	.00	35,796.96	64.4%
50 SUPPLIES & EXPENSES							
001081 500300 PAPER	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001081 500500 PRINTED FORMS	250	250	.00	.00	.00	250.00	.0%
001081 501000 OTHER EXPENDABLE OFF	750	750	.00	.00	.00	750.00	.0%
001081 502000 MINOR OFFICE EQUIP/F	300	300	.00	.00	.00	300.00	.0%
001081 505000 SUBSCRIPTIONS,MAGS,M	350	350	.00	.00	.00	350.00	.0%
001081 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001081 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001081 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001081 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
001081 512000 MEDICAL SUPPLIES	150	150	.00	.00	.00	150.00	.0%
001081 525000 GAS AND OIL	2,000	2,000	122.08	122.08	.00	1,877.92	6.1%
001081 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001081 535500 WEARING APPAREL	300	300	.00	.00	.00	300.00	.0%
001081 546000 MINOR EQUIPMENT	800	800	.00	.00	.00	800.00	.0%
001081 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001081 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
001081 570000 MTR VEHICLE REP. PTS	1,000	1,000	417.65	.00	.00	582.35	41.8%
001081 575000 COMMUNICATION REPAIR	100	100	.00	.00	.00	100.00	.0%
001081 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	6,000	6,000	539.73	122.08	.00	5,460.27	9.0%

60 PROFESSIONAL SERVICE

001081 606000 TELEPHONE AND TELEGR	1,300	1,100	.00	.00	.00	1,100.00	.0%
001081 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001081 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
001081 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001081 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001081 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001081 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001081 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001081 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001081 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001081 637000 HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001081 638400 MOTOR VEHICLE EQ. R&	600	600	.00	.00	.00	600.00	.0%
001081 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001081 639200 CLEANING AND PAINTIN	0	0	.00	.00	.00	.00	.0%
001081 639900 OTHER REPAIRS AND MA	1,800	2,000	1,984.50	.00	.00	15.50	99.2%
001081 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001081 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001081 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001081 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICE	3,700	3,700	1,984.50	.00	.00	1,715.50	53.6%
70 CAPITAL OUTLAY							
001081 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001081 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001081 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001081 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001081 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL LOSS CONTROL	136,610	110,160	67,187.27	5,550.12	.00	42,972.73	61.0%
001090 URBAN DEVELOPMT							
40 PERSONAL SERVICES							
001090 400000 REGULAR WAGES	438,500	444,310	320,448.31	28,430.79	.00	123,861.69	72.1%
001090 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001090 430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
001090 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001090 460000 STATE RETIREMENT	78,700	79,750	55,899.98	5,089.12	.00	23,850.02	70.1%
001090 470000 F.I.C.A. TAXES	33,700	34,150	23,497.73	2,075.48	.00	10,652.27	68.8%
001090 480000 HOSPITALIZATION INS.	75,600	75,600	53,891.96	3,608.40	.00	21,708.04	71.3%
001090 490000 UNEMPLOYMENT BENEFIT	2,000	2,000	.00	.00	.00	2,000.00	.0%
001090 491000 WORKMAN'S COMPENSATI	5,440	5,440	.00	.00	.00	5,440.00	.0%
TOTAL PERSONAL SERVICES	634,940	642,250	453,737.98	39,203.79	.00	188,512.02	70.6%
50 SUPPLIES & EXPENSES							
001090 500300 PAPER	945	695	133.47	.00	177.47	384.06	44.7%
001090 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001090 501000 OTHER EXPENDABLE OFF	2,770	2,770	1,733.06	53.88	634.12	402.82	85.5%
001090 501100 N.I.P. SUPPLIES	11,080	16,280	8,170.25	.00	3,557.86	4,551.89	72.0%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001090	501200	EXPENDABLE OFF.SPL-L	0	0	.00	.00	.00	.00	.0%
001090	501300	SPLY-RRT COORDINATOR	0	0	.00	.00	.00	.00	.0%
001090	501400	NLC HEALTH OUTREACH	0	0	.00	.00	.00	.00	.0%
001090	501600	MAYORAL HEALTH COUNC	0	0	.00	.00	.00	.00	.0%
001090	501700	DISABILITY AWARENESS	500	500	.00	.00	.00	500.00	.0%
001090	501800	COMMUNITY DEVELOPMEN	1,000	1,000	350.00	.00	.00	650.00	35.0%
001090	501801	COMMUNITY OUTREACH F	0	1,000	187.50	.00	.00	812.50	18.8%
001090	502000	MINOR OFFICE EQUIP/F	1,335	1,335	213.98	.00	906.82	214.20	84.0%
001090	505000	SUBSCRIPTIONS,MAGS,M	360	610	371.84	.00	.00	238.16	61.0%
001090	507000	BOOKS	135	135	.00	.00	.00	135.00	.0%
001090	508000	COMPUTER SUPPLIES	2,000	2,000	1,193.77	.00	774.45	31.78	98.4%
001090	511100	SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001090	511500	FOOD	130	130	82.08	.00	31.98	15.94	87.7%
001090	525000	GAS AND OIL	1,500	1,500	777.49	161.48	.00	722.51	51.8%
001090	525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001090	535500	WEARING APPAREL	270	270	267.22	.00	.00	2.78	99.0%
001090	546000	MINOR EQUIPMENT	100	32	.00	.00	.00	32.00	.0%
001090	559000	OTHER OPERATING MATL	300	0	.00	.00	.00	.00	.0%
001090	560000	BUILDING MATERIALS &	135	135	74.43	.00	.00	60.57	55.1%
001090	565000	PAINT AND PAINTING S	135	135	.00	.00	.00	135.00	.0%
001090	570000	MTR VEHICLE REP. PTS	2,250	2,618	2,528.98	.00	.00	89.02	96.6%
001090	599000	OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES			24,945	31,145	16,084.07	215.36	6,082.70	8,978.23	71.2%
60 PROFESSIONAL SERVICE									
001090	601500	ENGINEERING	0	0	.00	.00	.00	.00	.0%
001090	601600	TITLE OPINIONS	500	500	.00	.00	.00	500.00	.0%
001090	602000	CONSULTANT SERV/SURV	4,000	4,000	.00	.00	.00	4,000.00	.0%
001090	602001	AREA DEV.PARTNERSHIP	0	0	.00	.00	.00	.00	.0%
001090	602002	CONSULTANT SERV-MIDT	0	0	.00	.00	.00	.00	.0%
001090	602300	ABSTRACTING & RECORD	180	130	.00	.00	.00	130.00	.0%
001090	602500	LEGAL	0	0	.00	.00	.00	.00	.0%
001090	604900	OTHER PROFESSIONAL S	102,600	126,600	53,589.89	.00	.00	73,010.11	42.3%
001090	604996	OTH PROF SERV-ARCHIV	0	0	.00	.00	.00	.00	.0%
001090	606000	TELEPHONE AND TELEGR	3,200	6,200	6,141.79	59.57	.00	58.21	99.1%
001090	607000	POSTAGE	600	437	85.33	.00	.00	351.67	19.5%
001090	611000	TRAVEL EXPENSE	6,000	6,120	6,253.65	.00	.00	-133.65	102.2%
001090	611100	TRVL EXP-TRAFFIC GRA	0	0	.00	.00	.00	.00	.0%
001090	611200	TRVL EXP-VICTIM'S AD	0	0	.00	.00	.00	.00	.0%
001090	612000	FREIGHT	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001090 613000 MESSENGER/EXPRESS SE	100	100	.00	.00	.00	100.00	.0%
001090 615000 ADVERTISING	350	350	.00	.00	.00	350.00	.0%
001090 620000 PRINTING	2,750	2,630	1,933.04	.00	.00	696.96	73.5%
001090 620200 PRINTING-GRANT RELAT	0	0	.00	.00	.00	.00	.0%
001090 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001090 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001090 635000 BUILDING R&M	0	363	362.73	362.73	.00	.27	99.9%
001090 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001090 638400 MOTOR VEHICLE EQ. R&	2,000	2,000	.00	.00	.00	2,000.00	.0%
001090 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001090 639900 OTHER REPAIRS AND MA	200	0	.00	.00	.00	.00	.0%
001090 641000 OFFICE EQUIPMENT REN	5,100	5,100	4,722.11	516.60	.00	377.89	92.6%
001090 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001090 650000 EXHIBITIONS & PROMOT	0	50	.00	.00	.00	50.00	.0%
001090 684000 DUES AND MEMBERSHIPS	2,400	2,400	1,375.73	.00	.00	1,024.27	57.3%
001090 684500 REGISTRATION FEE/TUI	4,200	4,200	2,549.50	.00	.00	1,650.50	60.7%
001090 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	134,180	161,180	77,013.77	938.90	.00	84,166.23	47.8%
70 CAPITAL OUTLAY							
001090 700000 LAND	0	0	.00	.00	.00	.00	.0%
001090 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001090 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001090 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001090 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL URBAN DEVELOPMT	794,065	834,575	546,835.82	40,358.05	6,082.70	281,656.48	66.3%
001091 INFO TECHNOLOGY							
40 PERSONAL SERVICES							
001091 400000 REGULAR WAGES	246,500	246,500	179,025.38	15,851.40	.00	67,474.62	72.6%
001091 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001091 430000 OVERTIME	16,000	16,000	10,992.00	1,020.00	.00	5,008.00	68.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001091 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001091 460000 STATE RETIREMENT	37,500	37,500	32,980.42	3,019.97	.00	4,519.58	87.9%
001091 470000 F.I.C.A. TAXES	20,100	20,100	14,164.49	1,254.91	.00	5,935.51	70.5%
001091 480000 HOSPITALIZATION INS.	25,200	25,200	19,038.16	1,804.20	.00	6,161.84	75.5%
001091 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001091 491000 WORKMAN'S COMPENSATI	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PERSONAL SERVICES	346,300	346,300	256,200.45	22,950.48	.00	90,099.55	74.0%
50 SUPPLIES & EXPENSES							
001091 500300 PAPER	1,200	1,200	938.43	121.49	.00	261.57	78.2%
001091 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001091 501000 OTHER EXPENDABLE OFF	500	500	1,687.28	.00	257.95	-1,445.23	389.0%
001091 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
001091 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001091 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001091 508000 COMPUTER SUPPLIES	35,000	35,000	30,610.69	2,691.79	558.50	3,830.81	89.1%
001091 508100 COMPUTR SUP-LLEBG '0	0	0	.00	.00	.00	.00	.0%
001091 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001091 525000 GAS AND OIL	500	500	150.97	72.32	.00	349.03	30.2%
001091 535000 UNIFORMS, BADGES, ET	0	0	.00	.00	.00	.00	.0%
001091 546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
001091 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001091 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
001091 570000 MTR VEHICLE REP. PTS	200	200	.00	.00	.00	200.00	.0%
001091 580000 MINOR COMPUTER EQUIP	1,200	1,200	.00	.00	.00	1,200.00	.0%
TOTAL SUPPLIES & EXPENSES	39,100	39,100	33,387.37	2,885.60	816.45	4,896.18	87.5%
60 PROFESSIONAL SERVICE							
001091 603500 DATA PROCESSING	30,000	29,885	14,156.47	.00	.00	15,728.53	47.4%
001091 604900 OTHER PROFESSIONAL S	347,500	345,100	317,184.74	1,202.10	.00	27,915.26	91.9%
001091 606000 TELEPHONE AND TELEGR	2,500	2,500	869.70	184.80	.00	1,630.30	34.8%
001091 606800 NETWORK	205,000	205,000	127,604.85	15,977.75	.00	77,395.15	62.2%
001091 606900 NETWORK WIRELESS	6,000	6,000	.00	.00	.00	6,000.00	.0%
001091 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001091 611000 TRAVEL EXPENSE	0	2,515	2,370.62	.00	.00	144.38	94.3%
001091 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001091 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001091 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001091 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001091 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001091 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001091 635500 ELECTRICAL R&M	0	0	3,000.00	.00	.00	-3,000.00	100.0%
001091 636500 OFFICE EQUIPMENT R&M	230,000	230,000	172,073.10	5,882.43	19,663.62	38,263.28	83.4%
001091 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001091 639800 TOW IN CHARGES	0	0	.00	.00	.00	.00	.0%
001091 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001091 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001091 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001091 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001091 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	821,000	821,000	637,259.48	23,247.08	19,663.62	164,076.90	80.0%
70 CAPITAL OUTLAY							
001091 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001091 732700 DATA PROCESSING EQUI	40,000	40,000	25,174.00	.00	.00	14,826.00	62.9%
001091 732800 SOFTWARE	0	0	.00	.00	.00	.00	.0%
001091 733300 PUBLIC SAFETY SOFTWA	0	0	.00	.00	.00	.00	.0%
001091 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001091 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001091 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	40,000	40,000	25,174.00	.00	.00	14,826.00	62.9%
TOTAL INFO TECHNOLOGY	1,246,400	1,246,400	952,021.30	49,083.16	20,480.07	273,898.63	78.0%
001092 GEN.GOV'T.BLDG							
40 PERSONAL SERVICES							
001092 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
001092 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001092 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001092 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001092 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001092 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001092 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
001092 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001092 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001092 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001092 510000 CLEANING/JANITORIAL	2,500	2,500	1,118.44	.00	.00	1,381.56	44.7%
001092 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
001092 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001092 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001092 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001092 513000 CHEMICALS	10,000	10,000	6,250.00	.00	.00	3,750.00	62.5%
001092 525700 DIESEL FUEL	0	0	.00	.00	.00	.00	.0%
001092 544000 HORT./LANDSCAPING SP	2,500	2,500	.00	.00	.00	2,500.00	.0%
001092 545000 HAND TOOLS	0	0	.00	.00	.00	.00	.0%
001092 546000 MINOR EQUIPMENT	2,500	2,500	1,769.70	.00	.00	730.30	70.8%
001092 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001092 560000 BUILDING MATERIALS &	2,000	2,000	757.43	.00	7.96	1,234.61	38.3%
001092 560500 ELECTRICAL SUPPLIES	2,000	1,000	.00	.00	.00	1,000.00	.0%
001092 561000 PLUMBING SUPPLIES	500	2,500	1,515.74	299.50	.00	984.26	60.6%
001092 565000 PAINT AND PAINTING S	2,000	1,000	355.33	58.65	.00	644.67	35.5%
001092 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	24,000	24,000	11,766.64	358.15	7.96	12,225.40	49.1%
60 PROFESSIONAL SERVICE							
001092 600100 PROF SERVICES - COVI	2,000	2,000	.00	.00	.00	2,000.00	.0%
001092 602100 BUILDING SECURITY	2,000	2,000	540.00	.00	.00	1,460.00	27.0%
001092 604900 OTHER PROFESSIONAL S	9,400	9,400	4,214.11	1,501.50	.00	5,185.89	44.8%
001092 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001092 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001092 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001092 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001092 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001092 630000 GAS	15,000	15,000	15,464.97	86.53	.00	-464.97	103.1%
001092 630500 ELECTRICITY	74,000	74,000	68,675.97	5,423.16	.00	5,324.03	92.8%
001092 635000 BUILDING R&M	50,000	300,000	34,207.80	2,596.00	10,215.71	255,576.49	14.8%
001092 635500 ELECTRICAL R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001092 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
001092 637000 HOUSEHOLD EQUIPMENT	5,000	5,000	145.00	.00	.00	4,855.00	2.9%
001092 638000 FIXED EQUIPMENT R&M	5,000	5,000	4,039.82	.00	.00	960.18	80.8%
001092 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001092 639200 CLEANING AND PAINTIN	0	0	.00	.00	.00	.00	.0%
001092 639300 EXTERMINATION-DEPOT	0	0	.00	.00	.00	.00	.0%
001092 639400 DISINFECT./EXTERMINA	1,200	1,200	803.13	.00	.00	396.87	66.9%
001092 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001092 643500 MOP-MAT-RAG RENT	0	0	.00	.00	.00	.00	.0%
001092 644900 OTHER RENT	13,000	13,000	10,667.00	150.00	990.00	1,343.00	89.7%
TOTAL PROFESSIONAL SERVICE	177,600	427,600	138,757.80	9,757.19	11,205.71	277,636.49	35.1%
70 CAPITAL OUTLAY							
001092 700000 LAND	0	0	.00	.00	.00	.00	.0%
001092 725000 LANDSCAPING	0	0	.00	.00	.00	.00	.0%
001092 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001092 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001092 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL GEN.GOV'T.BLDG	201,600	451,600	150,524.44	10,115.34	11,213.67	289,861.89	35.8%
001093 INTERMODAL FAC O&M							
40 PERSONAL SERVICES							
001093 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
001093 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001093 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001093 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001093 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001093 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001093 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
001093 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001093 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001093 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001093 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
001093 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001093 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001093 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001093 510000 CLEANING/JANITORIAL	3,200	3,200	3,164.62	.00	.00	35.38	98.9%
001093 525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
001093 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001093 544000 HORT./LANDSCAPING SP	800	800	.00	.00	.00	800.00	.0%
001093 546000 MINOR EQUIPMENT	1,500	1,500	233.46	.00	.00	1,266.54	15.6%
001093 559000 OTHER OPERATING MATL	1,000	1,000	.00	.00	.00	1,000.00	.0%
001093 560000 BUILDING MATERIALS &	3,000	3,000	145.00	.00	.00	2,855.00	4.8%
001093 560500 ELECTRICAL SUPPLIES	2,000	2,000	.00	.00	1,950.00	50.00	97.5%
001093 561000 PLUMBING SUPPLIES	800	800	.00	.00	.00	800.00	.0%
001093 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001093 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
001093 575500 AGRICLTRL REPAIR PTS	0	0	.00	.00	.00	.00	.0%
001093 599000 OTHER REPAIR/MAINT.	1,000	1,000	225.00	.00	.00	775.00	22.5%
TOTAL SUPPLIES & EXPENSES	13,300	13,300	3,768.08	.00	1,950.00	7,581.92	43.0%
60 PROFESSIONAL SERVICE							
001093 602100 BUILDING SECURITY	0	0	.00	.00	.00	.00	.0%
001093 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001093 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001093 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001093 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
001093 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001093 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001093 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001093 620000 PRINTING	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001093 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001093 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001093 630000 GAS	0	0	.00	.00	.00	.00	.0%
001093 630500 ELECTRICITY	37,000	37,000	35,813.11	4,674.62	.00	1,186.89	96.8%
001093 635000 BUILDING R&M	35,000	35,000	28,333.28	4,843.48	.00	6,666.72	81.0%
001093 635500 ELECTRICAL R&M	1,000	1,000	560.92	.00	.00	439.08	56.1%
001093 635700 PLUMBING EQUIPMENT R	500	500	.00	.00	.00	500.00	.0%
001093 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001093 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001093 639400 DISINFECT./EXTERMINA	1,200	1,200	170.00	.00	.00	1,030.00	14.2%
001093 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001093 639900 OTHER REPAIRS AND MA	10,000	10,000	3,338.52	1,035.52	.00	6,661.48	33.4%
001093 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001093 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001093 650000 EXHIBITIONS & PROMOT	0	0	.00	.00	.00	.00	.0%
001093 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001093 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001093 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	84,700	84,700	68,215.83	10,553.62	.00	16,484.17	80.5%
70 CAPITAL OUTLAY							
001093 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001093 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001093 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL INTERMODAL FAC O&M	98,000	98,000	71,983.91	10,553.62	1,950.00	24,066.09	75.4%
001094 METRPLTN PLANG.							
40 PERSONAL SERVICES							
001094 400000 REGULAR WAGES	132,500	141,500	103,856.73	10,743.10	.00	37,643.27	73.4%
001094 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001094 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001094 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001094 460000 STATE RETIREMENT	23,800	25,450	18,124.79	1,923.02	.00	7,325.21	71.2%
001094 470000 F.I.C.A. TAXES	10,200	10,900	7,611.48	791.12	.00	3,288.52	69.8%
001094 480000 HOSPITALIZATION INS.	33,600	33,600	21,632.56	1,202.80	.00	11,967.44	64.4%
001094 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001094 491000 WORKMAN'S COMPENSATI	1,470	1,470	.00	.00	.00	1,470.00	.0%
TOTAL PERSONAL SERVICES	202,570	213,920	151,225.56	14,660.04	.00	62,694.44	70.7%
50 SUPPLIES & EXPENSES							
001094 500300 PAPER	500	500	150.84	.00	.00	349.16	30.2%
001094 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001094 501000 OTHER EXPENDABLE OFF	2,000	2,000	140.16	.00	.00	1,859.84	7.0%
001094 502000 MINOR OFFICE EQUIP/F	1,500	1,500	106.72	.00	.00	1,393.28	7.1%
001094 505000 SUBSCRIPTIONS,MAGS,M	1,000	1,000	99.34	.00	.00	900.66	9.9%
001094 507000 BOOKS	800	800	174.66	.00	.00	625.34	21.8%
001094 508000 COMPUTER SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001094 511500 FOOD	2,000	2,000	162.07	22.55	.00	1,837.93	8.1%
001094 525000 GAS AND OIL	950	950	.00	.00	.00	950.00	.0%
001094 535500 WEARING APPAREL	400	400	336.00	336.00	.00	64.00	84.0%
001094 546000 MINOR EQUIPMENT	500	500	.00	.00	.00	500.00	.0%
001094 570000 MTR VEHICLE REP. PTS	2,500	2,500	.00	.00	.00	2,500.00	.0%
TOTAL SUPPLIES & EXPENSES	13,150	13,150	1,169.79	358.55	.00	11,980.21	8.9%
60 PROFESSIONAL SERVICE							
001094 601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
001094 602000 CONSULTANT SERV/SURV	225,000	225,000	.00	.00	.00	225,000.00	.0%
001094 602300 ABSTRACTING & RECORD	0	0	.00	.00	.00	.00	.0%
001094 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001094 604900 OTHER PROFESSIONAL S	4,000	4,000	241.38	-172.90	.00	3,758.62	6.0%
001094 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001094 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001094 611000 TRAVEL EXPENSE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001094 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001094 613000 MESSENGER/EXPRESS SE	100	100	.00	.00	.00	100.00	.0%
001094 615000 ADVERTISING	1,000	1,000	.00	.00	.00	1,000.00	.0%
001094 620000 PRINTING	750	750	.00	.00	.00	750.00	.0%
001094 636500 OFFICE EQUIPMENT R&M	5,000	5,000	1,772.53	540.94	.00	3,227.47	35.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001094 638400 MOTOR VEHICLE EQ. R&	1,700	1,700	.00	.00	.00	1,700.00	.0%
001094 650001 TRAIN DAY EVENT	500	500	.00	.00	.00	500.00	.0%
001094 650004 BICYCLE COMMITTEE &	500	500	.00	.00	.00	500.00	.0%
001094 684000 DUES AND MEMBERSHIPS	1,700	1,700	654.00	355.00	882.00	164.00	90.4%
001094 684500 REGISTRATION FEE/TUI	1,500	1,500	573.00	.00	.00	927.00	38.2%
001094 699900 SERVICES NOT SPECIFI	500	500	.00	.00	.00	500.00	.0%
TOTAL PROFESSIONAL SERVICE	245,250	245,250	3,240.91	723.04	882.00	241,127.09	1.7%
70 CAPITAL OUTLAY							
001094 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001094 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001094 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001094 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL METRPLTN PLANG.	460,970	472,320	155,636.26	15,741.63	882.00	315,801.74	33.1%
001095 G/G INS.OTH SER							
40 PERSONAL SERVICES							
001095 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
001095 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001095 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001095 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001095 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001095 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001095 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
001095 500300 PAPER	500	500	.00	.00	.00	500.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001095 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001095 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001095 525700 DIESEL FUEL	0	0	.00	.00	.00	.00	.0%
001095 535500 WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
001095 559000 OTHER OPERATING MATL	500	500	182.78	.00	.00	317.22	36.6%
001095 559900 UNALLOC. PETROLEUM P	0	0	.00	.00	.00	.00	.0%
001095 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	1,000	1,000	182.78	.00	.00	817.22	18.3%
60 PROFESSIONAL SERVICE							
001095 601000 AUDITING AND ACCOUNT	0	0	.00	.00	.00	.00	.0%
001095 601600 TITLE OPINIONS	0	0	.00	.00	.00	.00	.0%
001095 601700 APPRAISAL	0	0	.00	.00	.00	.00	.0%
001095 602001 AREA DEV.PARTNERSHIP	0	0	.00	.00	.00	.00	.0%
001095 602005 CONSULTANT-GORDONS C	0	0	.00	.00	.00	.00	.0%
001095 602500 LEGAL	500,000	396,500	317,980.37	67,904.30	.00	78,519.63	80.2%
001095 602600 CAFE PLAN-ADMIN.COST	0	0	.00	.00	.00	.00	.0%
001095 602700 MEDICAL	20,000	20,000	19,733.00	.00	.00	267.00	98.7%
001095 602701 MEDICAL ANALYSIS-EMP	386,000	386,000	310,325.54	30,698.83	1,398.00	74,276.46	80.8%
001095 602800 UNALLOC.WELLNESS/HOS	0	0	.00	.00	.00	.00	.0%
001095 602900 IN-SERVICE TRAINING	0	0	.00	.00	.00	.00	.0%
001095 603300 ENTERTAINMENT	0	0	.00	.00	.00	.00	.0%
001095 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001095 604900 OTHER PROFESSIONAL S	350,000	348,000	217,536.12	71,104.92	5,500.00	124,963.88	64.1%
001095 606000 TELEPHONE AND TELEGR	130,000	130,000	135,219.56	13,349.09	.00	-5,219.56	104.0%
001095 606800 NETWORK	0	0	.00	.00	.00	.00	.0%
001095 607000 POSTAGE	35,000	37,000	35,692.33	10,000.00	.00	1,307.67	96.5%
001095 611000 TRAVEL EXPENSE	6,800	6,800	.00	.00	.00	6,800.00	.0%
001095 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001095 615500 UNALLOCATED ADVERTIS	40,000	33,450	25,000.00	.00	.00	8,450.00	74.7%
001095 620000 PRINTING	3,000	3,000	.00	.00	.00	3,000.00	.0%
001095 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001095 625000 FIRE & EXTENDED COVE	1,040,000	1,239,300	1,217,046.21	454.76	.00	22,253.79	98.2%
001095 625500 PUBLIC LIAB/PROPERTY	520,000	520,000	510,148.43	1,956.00	.00	9,851.57	98.1%
001095 626000 BOTLER MACHINERY	11,000	11,000	.00	.00	.00	11,000.00	.0%
001095 627000 SURETY AND FORGERY B	15,000	15,000	9,646.50	.00	.00	5,353.50	64.3%
001095 629900 OTHER INSURANCE	3,000	3,000	.00	.00	.00	3,000.00	.0%
001095 636500 OFFICE EQUIPMENT R&M	5,000	5,000	.00	.00	.00	5,000.00	.0%
001095 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001095 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001095 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001095 645000 RENT/LEASE 16TH SECT	0	0	.00	.00	.00	.00	.0%
001095 670000 SETTLEMENT OF DAMAGE C	0	64,200	64,178.00	.00	.00	22.00	100.0%
001095 670500 LATE PAYMENT CHARGE	0	0	.00	.00	.00	.00	.0%
001095 671000 COURT COSTS	0	0	.00	.00	.00	.00	.0%
001095 681800 THEFT LOSS	0	0	.00	.00	.00	.00	.0%
001095 683000 PROP.TAX COLL. FEES	95,000	95,000	78,584.83	7,209.65	.00	16,415.17	82.7%
001095 683100 PROP.TAX COLL. FEES.	130,000	130,000	130,195.16	914.74	.00	-195.16	100.2%
001095 683200 BANK SERV/TRF FEE	5,000	5,000	5,475.31	552.87	.00	-475.31	109.5%
001095 684000 DUES AND MEMBERSHIPS	4,300	4,356	4,356.00	4,356.00	.00	.00	100.0%
001095 684500 REGISTRATION FEE/TUI	2,000	1,944	1,200.00	.00	.00	744.00	61.7%
001095 699500 PROPERTY TAXES	0	0	.00	.00	.00	.00	.0%
001095 699900 SERVICES NOT SPECIFI	22,000	28,550	28,482.01	27,080.31	.00	67.99	99.8%
TOTAL PROFESSIONAL SERVICE	3,323,100	3,483,100	3,110,799.37	235,581.47	6,898.00	365,402.63	89.5%
70 CAPITAL OUTLAY							
001095 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001095 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001095 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001095 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL G/G INS.OTH SER	3,324,100	3,484,100	3,110,982.15	235,581.47	6,898.00	366,219.85	89.5%
001096 FED PROG ADMIN							
40 PERSONAL SERVICES							
001096 400000 REGULAR WAGES	54,400	91,450	32,822.74	4,810.81	.00	58,627.26	35.9%
001096 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001096 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001096 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001096 460000 STATE RETIREMENT	9,740	16,240	5,735.18	861.14	.00	10,504.82	35.3%
001096 470000 F.I.C.A. TAXES	4,200	7,050	2,447.61	362.16	.00	4,602.39	34.7%
001096 480000 HOSPITALIZATION INS.	16,800	25,200	5,411.49	982.91	.00	19,788.51	21.5%
001096 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001096 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	85,140	139,940	46,417.02	7,017.02	.00	93,522.98	33.2%
50 SUPPLIES & EXPENSES							
001096 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001096 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001096 501000 OTHER EXPENDABLE OFF	500	500	18.00	18.00	.00	482.00	3.6%
001096 501001 HEALTHY HOMES SUPPLI	2,000	2,000	1,389.94	1,389.94	.00	610.06	69.5%
001096 502000 MINOR OFFICE EQUIP/F	1,000	1,000	949.00	.00	.00	51.00	94.9%
001096 503000 MICROFILM SUPPLIES	0	0	.00	.00	.00	.00	.0%
001096 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001096 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001096 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001096 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001096 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001096 525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
001096 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001096 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001096 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
001096 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
001096 580000 MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.00	.0%
001096 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
001096 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	3,500	3,500	2,356.94	1,407.94	.00	1,143.06	67.3%
60 PROFESSIONAL SERVICE							
001096 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001096 602007 HEALTHY HOMES ENV AS	26,250	26,250	.00	.00	.00	26,250.00	.0%
001096 602008 HEALTHY HOMES HOUSIN	180,000	180,000	.00	.00	.00	180,000.00	.0%
001096 602009 HEALTHY HOMES ASSESS	6,000	6,000	.00	.00	.00	6,000.00	.0%
001096 603100 RELOCATION ASSISTANC	0	0	.00	.00	.00	.00	.0%
001096 6032AP CONTRAC SERV-APPLICA	0	0	.00	.00	.00	.00	.0%
001096 6032BT CONTRAC SERV-BLOOD T	0	0	.00	.00	.00	.00	.0%
001096 6032LA CONTRC SERV LEAD ABA	900,000	845,200	.00	.00	.00	845,200.00	.0%
001096 6032LI CONTRC SERV-LEAD INS	112,112	112,112	.00	.00	.00	112,112.00	.0%
001096 6032LT CONTRC SERV LEAD TES	45,000	45,000	2,392.62	2,392.62	.00	42,607.38	5.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001096 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001096 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001096 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001096 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001096 611000 TRAVEL EXPENSE	2,419	2,419	.00	.00	.00	2,419.07	.0%
001096 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001096 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001096 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001096 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001096 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001096 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001096 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001096 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
001096 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001096 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001096 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001096 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001096 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001096 650003 DISABILITY AWARENESS	0	0	.00	.00	.00	.00	.0%
001096 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001096 684500 REGISTRATION FEE/TUI	2,615	2,615	2,140.00	.00	.00	475.00	81.8%
001096 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	1,274,396	1,219,596	4,532.62	2,392.62	.00	1,215,063.45	.4%
70 CAPITAL OUTLAY							
001096 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001096 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001096 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL FED PROG ADMIN	1,363,036	1,363,036	53,306.58	10,817.58	.00	1,309,729.49	3.9%
001100 POLICE/PUB.SFTY							
40 PERSONAL SERVICES							
001100 400000 REGULAR WAGES	8,392,000	8,395,620	6,602,426.54	660,715.42	.00	1,793,193.46	78.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001100 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001100 430000 OVERTIME	740,000	940,000	1,349,032.39	115,744.49	.00	-409,032.39	143.5%
001100 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001100 460000 STATE RETIREMENT	1,641,000	1,641,665	1,371,767.54	138,543.65	.00	269,897.46	83.6%
001100 470000 F.I.C.A. TAXES	701,500	701,790	594,447.27	57,873.52	.00	107,342.73	84.7%
001100 480000 HOSPITALIZATION INS.	1,318,800	1,318,800	927,460.52	87,087.30	.00	391,339.48	70.3%
001100 490000 UNEMPLOYMENT BENEFIT	9,000	9,000	.00	.00	.00	9,000.00	.0%
001100 491000 WORKMAN'S COMPENSATI	156,000	156,000	.00	.00	.00	156,000.00	.0%
TOTAL PERSONAL SERVICES	12,958,300	13,162,875	10,845,134.26	1,059,964.38	.00	2,317,740.74	82.4%

50 SUPPLIES & EXPENSES

001100 500300 PAPER	3,700	3,700	3,616.64	1,106.34	.00	83.36	97.7%
001100 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001100 501000 OTHER EXPENDABLE OFF	11,820	14,320	11,301.80	2,715.81	945.66	2,072.54	85.5%
001100 501200 EXPENDABLE OFF.SPL-L	1,200	1,200	46.88	.00	.00	1,153.12	3.9%
001100 502000 MINOR OFFICE EQUIP/F	2,700	2,700	356.47	.00	.00	2,343.53	13.2%
001100 503000 MICROFILM SUPPLIES	0	0	.00	.00	.00	.00	.0%
001100 505000 SUBSCRIPTIONS,MAGS,M	5,300	5,300	1,200.00	.00	.00	4,100.00	22.6%
001100 507000 BOOKS	200	200	.00	.00	.00	200.00	.0%
001100 508000 COMPUTER SUPPLIES	11,800	81,518	12,538.26	212.96	9,233.00	59,746.74	26.7%
001100 508100 COMPUTR SUP-LLEBG '0	0	0	.00	.00	.00	.00	.0%
001100 508200 COMPUTR SUP-COPS MOR	0	0	.00	.00	.00	.00	.0%
001100 510000 CLEANING/JANITORIAL	8,500	12,500	6,835.85	.00	1,635.08	4,029.07	67.8%
001100 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
001100 511100 SUPPLIES - COVID 19	3,500	3,500	1,547.48	.00	1,582.20	370.32	89.4%
001100 511200 SUPPLIES-DOJ CORONA	38,417	7,917	2,397.00	.00	2,063.86	3,456.14	56.3%
001100 511500 FOOD	500	500	328.90	328.90	.00	171.10	65.8%
001100 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001100 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001100 515000 FEED FOR ANIMALS	4,500	4,500	.00	.00	.00	4,500.00	.0%
001100 525000 GAS AND OIL	325,000	325,000	251,781.73	49,715.11	.00	73,218.27	77.5%
001100 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001100 525700 DIESEL FUEL	2,000	2,000	3,842.88	897.40	.00	-1,842.88	192.1%
001100 526000 OTHER FUEL	0	0	.00	.00	.00	.00	.0%
001100 535000 UNIFORMS, BADGES, ET	42,000	71,000	44,370.32	5,630.43	23,625.44	3,004.24	95.8%
001100 535500 WEARING APPAREL	49,000	53,400	31,428.25	818.06	8,553.38	13,418.37	74.9%
001100 540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
001100 540500 CONCRETE, CEMENT, ET	500	500	.00	.00	.00	500.00	.0%
001100 544000 HORT./LANDSCAPING SP	1,500	1,500	.00	.00	.00	1,500.00	.0%
001100 545000 HAND TOOLS	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001100 546000 MINOR EQUIPMENT	50,000	64,385	46,980.21	15,746.59	3,030.00	14,374.79	77.7%
001100 546100 MINOR EQUIP-BYRNE '1	0	0	.00	.00	.00	.00	.0%
001100 546300 MINOR EQUIP-BYRNE '1	0	0	.00	.00	.00	.00	.0%
001100 546400 MINOR EQ-BYRNE '23	0	11,897	11,615.69	11,615.69	.00	281.31	97.6%
001100 546700 METER LOCKS	4,323	4,323	.00	.00	.00	4,323.00	.0%
001100 559000 OTHER OPERATING MATL	28,650	28,650	22,022.44	802.12	1,986.16	4,641.40	83.8%
001100 559200 OTHER OPER.MATLS-D.A	650	650	258.68	.00	.00	391.32	39.8%
001100 559300 OTHER OPER.-ALCOHOL	0	0	.00	.00	.00	.00	.0%
001100 559400 OTHER OPER-VICTIM AD	1,200	1,200	30.00	.00	.00	1,170.00	2.5%
001100 5594MC OTHER OPER - VICTIM	0	5,000	3,771.46	.00	1,175.00	53.54	98.9%
001100 559600 OTHER OPER-LAW ENF.L	0	0	.00	.00	.00	.00	.0%
001100 559700 OTHER OPER-PBMH CIT	0	0	.00	.00	.00	.00	.0%
001100 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
001100 560500 ELECTRICAL SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001100 561000 PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
001100 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001100 570000 MTR VEHICLE REP. PTS	170,000	170,000	154,451.88	19,636.62	2,391.40	13,156.72	92.3%
001100 575000 COMMUNICATION REPAIR	1,500	1,500	.00	.00	.00	1,500.00	.0%
001100 575500 AGRICLTRL REPAIR PTS	0	0	.00	.00	.00	.00	.0%
001100 577000 EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
001100 580000 MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.00	.0%
001100 599000 OTHER REPAIR/MAINT.	3,000	3,000	.00	.00	.00	3,000.00	.0%
001100 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	772,460	882,860	610,722.82	109,226.03	56,221.18	215,916.00	75.5%

60 PROFESSIONAL SERVICE

001100 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001100 602700 MEDICAL	10,000	6,600	3,583.00	196.00	.00	3,017.00	54.3%
001100 603000 VETERINARIAN	5,000	8,400	8,280.66	80.25	.00	119.34	98.6%
001100 603300 ENTERTAINMENT	0	0	.00	.00	.00	.00	.0%
001100 603500 DATA PROCESSING	0	0	.00	.00	.00	.00	.0%
001100 603900 METRO CRIME STOPPERS	0	0	.00	.00	.00	.00	.0%
001100 604700 OTHER PROF.-ALCOHOL	0	0	.00	.00	.00	.00	.0%
001100 604800 OTHER PROF.-VICTIM'S	0	0	.00	.00	.00	.00	.0%
001100 604900 OTHER PROFESSIONAL S	110,000	232,000	164,396.35	7,310.89	12,135.46	55,468.19	76.1%
001100 604921 NOLA EXPENSE	68,000	76,900	48,827.35	2,870.31	2,593.50	25,479.15	66.9%
001100 604926 POL.LATERAL TRNG FEE	0	0	.00	.00	.00	.00	.0%
001100 606000 TELEPHONE AND TELEGR	124,500	112,500	97,690.63	10,516.71	.00	14,809.37	86.8%
001100 606500 TELEPHONE RENT	0	0	.00	.00	.00	.00	.0%
001100 606900 NETWORK WIRELESS	3,000	3,000	.00	.00	.00	3,000.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001100 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001100 609900 OTHER COMMUNICATION	0	0	.00	.00	.00	.00	.0%
001100 611000 TRAVEL EXPENSE	30,000	39,846	37,997.22	6,548.25	1,200.00	648.78	98.4%
001100 611100 TRVL EXP-TRAFFIC GRA	0	0	.00	.00	.00	.00	.0%
001100 611200 TRVL EXP-VICTIM'S AD	5,691	5,691	4,809.52	.00	.00	881.48	84.5%
001100 6112MC TRVL EXP - VICTIM'S	4,518	4,518	.00	.00	.00	4,518.00	.0%
001100 611300 TRAVEL EXP-K-9 TRAIN	0	0	.00	.00	.00	.00	.0%
001100 611400 TRAVEL EXP-TELECOMMU	0	0	.00	.00	.00	.00	.0%
001100 611900 TRVL EXP-ALCOHOL GRA	0	0	.00	.00	.00	.00	.0%
001100 612000 FREIGHT	3,000	3,000	2,410.47	50.00	380.27	209.26	93.0%
001100 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001100 615000 ADVERTISING	1,500	1,500	.00	.00	.00	1,500.00	.0%
001100 620000 PRINTING	450	450	.00	.00	.00	450.00	.0%
001100 620500 BINDING	0	0	.00	.00	.00	.00	.0%
001100 625000 FIRE & EXTENDED COVE	0	0	.00	.00	.00	.00	.0%
001100 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001100 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
001100 626500 AUTOMOBILE INSURANCE	19,700	26,124	26,029.58	2,005.58	.00	94.42	99.6%
001100 627000 SURETY AND FORGERY B	400	400	.00	.00	.00	400.00	.0%
001100 629900 OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
001100 630000 GAS	14,500	44,500	45,488.59	682.96	.00	-988.59	102.2%
001100 630500 ELECTRICITY	194,000	204,000	194,991.50	28,672.14	.00	9,008.50	95.6%
001100 635000 BUILDING R&M	100,000	78,900	21,188.42	4,531.38	10,683.88	47,027.70	40.4%
001100 635500 ELECTRICAL R&M	4,000	4,000	.00	.00	.00	4,000.00	.0%
001100 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
001100 636500 OFFICE EQUIPMENT R&M	30,000	30,000	15,369.40	599.63	86.16	14,544.44	51.5%
001100 637000 HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001100 638000 FIXED EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
001100 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001100 638400 MOTOR VEHICLE EQ. R&M	146,000	209,000	164,483.94	26,593.57	30,015.85	14,500.21	93.1%
001100 638700 AGRICULTURAL EQ. R&M	0	0	.00	.00	.00	.00	.0%
001100 639000 COMMUNICATION EQ. R&M	0	0	.00	.00	.00	.00	.0%
001100 639200 CLEANING AND PAINTIN	0	0	.00	.00	.00	.00	.0%
001100 639400 DISINFECT./EXTERMINA	2,500	2,500	1,021.02	13.02	.00	1,478.98	40.8%
001100 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001100 639800 TOW IN CHARGES	8,000	8,000	5,732.50	350.00	.00	2,267.50	71.7%
001100 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001100 641000 OFFICE EQUIPMENT REN	11,500	4,176	.00	.00	.00	4,176.00	.0%
001100 641700 MOTORCYCLE RENT	260,000	260,000	259,756.80	11,741.43	.00	243.20	99.9%
001100 642500 CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
001100 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001100 643500 MOP-MAT-RAG RENT	0	0	.00	.00	.00	.00	.0%
001100 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001100 650000 EXHIBITIONS & PROMOT	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001100 670000 SETTLEMENT OF DAMAGE C	0	0	.00	.00	.00	.00	.0%
001100 671000 COURT COSTS	0	0	.00	.00	.00	.00	.0%
001100 681500 JAIL EXPENSE	0	0	.00	.00	.00	.00	.0%
001100 681700 EVIDENCE BUY MONEY	10,000	5,843	26.45	.00	.00	5,816.55	.5%
001100 681800 THEFT LOSS	0	0	.00	.00	.00	.00	.0%
001100 681900 CASH OVERAGE/SHORTAG	0	0	.00	.00	.00	.00	.0%
001100 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
001100 6835PF POLICE FINE REFUNDS	0	0	.00	.00	.00	.00	.0%
001100 683600 NSF CHECKS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001100 684000 DUES AND MEMBERSHIPS	2,000	1,560	1,220.00	.00	.00	340.00	78.2%
001100 684500 REGISTRATION FEE/TUI	15,000	15,440	14,925.00	2,695.00	.00	515.00	96.7%
001100 684700 CONTINUING EDUCATION	0	5,000	4,452.00	1,191.00	.00	548.00	89.0%
001100 685000 LAUNDRY	0	0	.00	.00	.00	.00	.0%
001100 699900 SERVICES NOT SPECIFI	18,500	17,657	7,320.85	2,177.12	6,385.00	3,951.15	77.6%
TOTAL PROFESSIONAL SERVICE	1,205,259	1,415,005	1,130,001.25	108,825.24	63,480.12	221,523.63	84.3%
70 CAPITAL OUTLAY							
001100 722700 PARKING LOT/DRIVEWAY	0	0	.00	.00	.00	.00	.0%
001100 725000 LANDSCAPING	0	0	.00	.00	.00	.00	.0%
001100 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001100 731200 EQUIP-DOMESTIC PREP	0	0	.00	.00	.00	.00	.0%
001100 731300 EQUIP-HOMELAND SECUR	0	0	.00	.00	.00	.00	.0%
001100 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001100 732300 EQUIP-BYRNE '23	14,095	14,095	13,343.63	.00	.00	751.37	94.7%
001100 732400 EQUIP-BYRNE '22	0	0	.00	.00	.00	.00	.0%
001100 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001100 732700 DATA PROCESSING EQUI	0	25,000	17,511.00	.00	.00	7,489.00	70.0%
001100 733000 FEMA-EMER.WARNING SI	0	0	.00	.00	.00	.00	.0%
001100 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001100 736000 TRAFFIC CONTROL EQUI	0	0	.00	.00	.00	.00	.0%
001100 737500 EQUIP-BYRNE '20	0	0	.00	.00	.00	.00	.0%
001100 739700 OTHER EQUIP-STOP VIO	0	0	.00	.00	.00	.00	.0%
001100 739800 OTHER EQUIP-ALCOHOL	0	0	.00	.00	.00	.00	.0%
001100 739900 OTHER EQUIPMENT	0	275,800	237,701.92	.00	31,265.88	6,832.20	97.5%
001100 740000 AUTOMOBILES	0	513,720	407,024.50	11,368.00	103,920.65	2,774.85	99.5%
001100 740100 AUTOMOBILES-METH GRA	0	0	.00	.00	.00	.00	.0%
001100 740200 AUTOMOBILES-BYRNE GR	0	0	.00	.00	.00	.00	.0%
001100 740500 MOTORCYCLES	0	0	.00	.00	.00	.00	.0%
001100 742000 PICK UP TRUCKS	0	50,000	.00	.00	45,600.00	4,400.00	91.2%
TOTAL CAPITAL OUTLAY	14,095	878,615	675,581.05	11,368.00	180,786.53	22,247.42	97.5%
TOTAL POLICE/PUB.SFTY	14,950,114	16,339,355	13,261,439.38	1,289,383.65	300,487.83	2,777,427.79	83.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001131 JOINT P&F TRNG.							
40 PERSONAL SERVICES							
001131 400000 REGULAR WAGES	31,200	33,700	28,882.50	2,720.00	.00	4,817.50	85.7%
001131 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001131 430000 OVERTIME	1,500	1,500	1,688.92	91.38	.00	-188.92	112.6%
001131 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001131 460000 STATE RETIREMENT	5,900	6,350	5,333.50	503.24	.00	1,016.50	84.0%
001131 470000 F.I.C.A. TAXES	2,550	2,750	2,338.70	215.06	.00	411.30	85.0%
001131 480000 HOSPITALIZATION INS.	8,400	8,400	6,012.72	601.40	.00	2,387.28	71.6%
001131 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001131 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	49,550	52,700	44,256.34	4,131.08	.00	8,443.66	84.0%
50 SUPPLIES & EXPENSES							
001131 500300 PAPER	875	875	721.44	156.86	.00	153.56	82.5%
001131 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001131 501000 OTHER EXPENDABLE OFF	5,000	5,000	4,961.09	975.37	.00	38.91	99.2%
001131 501300 SPLY-RRT COORDINATOR	0	0	.00	.00	.00	.00	.0%
001131 502000 MINOR OFFICE EQUIP/F	1,875	1,810	.00	.00	1,550.00	260.02	85.6%
001131 504000 PHOTO SUPPLIES	475	475	.00	.00	.00	475.00	.0%
001131 505000 SUBSCRIPTIONS,MAGS,M	100	100	.00	.00	.00	100.00	.0%
001131 507000 BOOKS	1,800	688	485.27	.00	202.75	.00	100.0%
001131 507100 BOOKS-FIRE	2,000	3,292	3,291.46	1,465.15	.00	.54	100.0%
001131 508000 COMPUTER SUPPLIES	7,800	7,620	7,500.72	.00	.00	119.26	98.4%
001131 510000 CLEANING/JANITORIAL	2,800	2,800	2,757.91	.00	.00	42.09	98.5%
001131 511000 HOUSEHOLD SUPPLIES	50	50	.00	.00	.00	50.00	.0%
001131 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001131 511500 FOOD	1,200	2,775	2,758.89	.00	.00	16.11	99.4%
001131 511600 FOOD-CIT TRAINING (P	4,696	4,696	1,462.13	.00	.00	3,233.87	31.1%
001131 512000 MEDICAL SUPPLIES	600	600	105.76	.00	.00	494.24	17.6%
001131 525000 GAS AND OIL	200	200	.00	.00	.00	200.00	.0%
001131 535500 WEARING APPAREL	3,000	2,946	2,946.29	.00	.00	.00	100.0%
001131 535600 WEARING APPAREL-FIRE	3,000	3,119	2,891.74	.00	226.95	.00	100.0%
001131 540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
001131 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001131 541000 BRICK,STONE,MORTAR,E	0	0	.00	.00	.00	.00	.0%
001131 541500 SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
001131 544000 HORT./LANDSCAPING SP	500	500	.00	.00	.00	500.00	.0%
001131 545000 HAND TOOLS	1,500	1,135	.00	.00	.00	1,135.00	.0%
001131 5460HS MINOR EQUIP HOMELAND	5,431	5,431	.00	.00	.00	5,431.00	.0%
001131 5460PO MINOR EQUIPMENT-POLI	5,120	1,076	171.48	.00	.00	904.23	15.9%
001131 5460RR MINOR EQUIP REGIONAL	7,500	7,500	5,600.04	.00	.00	1,899.96	74.7%
001131 5462FR MINOR EQUIPMENT-FIRE	5,000	4,310	433.91	.00	.00	3,876.09	10.1%
001131 546500 SWIFT WATER RESCUE S	5,000	2,956	1,169.51	.00	.00	1,786.57	39.6%
001131 546600 HAZ.MAT SUPPLIES	8,000	20,956	11,344.84	1,785.83	990.00	8,621.08	58.9%
001131 546900 P&F CLASSES-(FEE) SU	0	0	.00	.00	.00	.00	.0%
001131 559000 OTHER OPERATING MATL	10,000	14,627	11,605.49	1,013.18	3,021.57	.41	100.0%
001131 559100 OTHER OPER.MATLS-FUL	5,000	5,430	5,369.21	698.00	.00	60.79	98.9%
001131 560000 BUILDING MATERIALS &	6,000	4,790	4,787.76	3,083.49	.00	2.24	100.0%
001131 560500 ELECTRICAL SUPPLIES	800	800	.00	.00	.00	800.00	.0%
001131 561000 PLUMBING SUPPLIES	2,000	4,600	4,587.28	.00	.00	12.72	99.7%
001131 565000 PAINT AND PAINTING S	50	50	.00	.00	.00	50.00	.0%
001131 570000 MTR VEHICLE REP. PTS	1,200	1,200	1,050.13	.00	.00	149.87	87.5%
001131 599000 OTHER REPAIR/MAINT.	2,500	1,487	1,100.73	.00	.00	386.09	74.0%
TOTAL SUPPLIES & EXPENSES	101,072	113,894	77,103.08	9,177.88	5,991.27	30,799.65	73.0%

60 PROFESSIONAL SERVICE

001131 602700 MEDICAL	0	0	.00	.00	.00	.00	.0%
001131 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001131 604927 ASSIST TO FIREFIGHTER	0	0	.00	.00	.00	.00	.0%
001131 604999 OTHER	0	0	.00	.00	.00	.00	.0%
001131 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001131 607000 POSTAGE	100	100	27.38	.00	.00	72.62	27.4%
001131 6110FR MINOR EQUIPMENT-FIRE	7,500	7,500	6,901.08	413.00	.00	598.92	92.0%
001131 6110PO TRAVEL-POLICE	8,000	8,000	396.52	.00	.00	7,603.48	5.0%
001131 611200 TRVL EXP-VICTIM'S AD	0	0	.00	.00	.00	.00	.0%
001131 612000 FREIGHT	700	700	86.98	.00	.00	613.02	12.4%
001131 615000 ADVERTISING	5,000	5,000	.00	.00	3,000.00	2,000.00	60.0%
001131 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001131 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
001131 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001131 629900 OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
001131 630000 GAS	3,700	3,700	4,866.33	148.54	.00	-1,166.33	131.5%
001131 630500 ELECTRICITY	16,000	16,000	10,572.00	.00	.00	5,428.00	66.1%
001131 631500 WATER	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001131 635000 BUILDING R&M	5,000	5,000	119.89	.00	.00	4,880.11	2.4%
001131 635100 DISASTER REPAIRS	45	45	.00	.00	.00	45.00	.0%
001131 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001131 638200 MINOR EQUIPMENT R&M	1,500	1,500	1,033.34	.00	.00	466.66	68.9%
001131 638400 MOTOR VEHICLE EQ. R&	500	500	36.50	.00	.00	463.50	7.3%
001131 639200 CLEANING AND PAINTIN	0	0	.00	.00	.00	.00	.0%
001131 639400 DISINFECT./EXTERMINA	1,300	1,300	585.00	50.00	.00	715.00	45.0%
001131 639900 OTHER REPAIRS AND MA	1,500	1,500	89.00	.00	250.00	1,161.00	22.6%
001131 644900 OTHER RENT	4,000	4,000	.00	.00	.00	4,000.00	.0%
001131 681800 THEFT LOSS	0	0	.00	.00	.00	.00	.0%
001131 684000 DUES AND MEMBERSHIPS	650	650	465.00	.00	.00	185.00	71.5%
001131 6845FR REGISTRATION-FIRE	15,000	17,000	16,317.90	20.00	.00	682.10	96.0%
001131 6845PO REGISTRATION-POLICE	15,000	13,000	5,809.00	.00	.00	7,191.00	44.7%
001131 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	85,495	85,495	47,305.92	631.54	3,250.00	34,939.08	59.1%
70 CAPITAL OUTLAY							
001131 722700 PARKING LOT/DRIVEWAY	0	0	.00	.00	.00	.00	.0%
001131 731300 EQUIP-HOMELAND SECUR	0	0	.00	.00	.00	.00	.0%
001131 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001131 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001131 736000 TRAFFIC CONTROL EQUI	0	0	.00	.00	.00	.00	.0%
001131 739800 OTHER EQUIP-ALCOHOL	0	0	.00	.00	.00	.00	.0%
001131 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001131 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001131 741000 BUSES	0	0	.00	.00	.00	.00	.0%
001131 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL JOINT P&F TRNG.	236,117	252,089	168,665.34	13,940.50	9,241.27	74,182.39	70.6%
001160 FIRE DIVISION							
40 PERSONAL SERVICES							
001160 400000 REGULAR WAGES	6,945,800	6,956,740	5,203,930.59	470,735.55	.00	1,752,809.41	74.8%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001160 401000	DISASTER RECOVERY WA		0	0	.00	.00	.00	.00	.0%
001160 430000	OVERTIME		590,000	590,000	757,996.98	78,228.82	.00	-167,996.98	128.5%
001160 431000	DISASTER RECOVERY OV		0	0	.00	.00	.00	.00	.0%
001160 460000	STATE RETIREMENT		1,349,000	1,350,980	1,040,120.54	98,264.67	.00	310,859.46	77.0%
001160 470000	F.I.C.A. TAXES		577,500	578,345	437,509.48	40,064.72	.00	140,835.52	75.6%
001160 480000	HOSPITALIZATION INS.		1,176,000	1,176,000	813,602.64	76,972.80	.00	362,397.36	69.2%
001160 490000	UNEMPLOYMENT BENEFIT		6,000	6,000	.00	.00	.00	6,000.00	.0%
001160 491000	WORKMAN'S COMPENSATI		199,400	199,400	.00	.00	.00	199,400.00	.0%
TOTAL PERSONAL SERVICES			10,843,700	10,857,465	8,253,160.23	764,266.56	.00	2,604,304.77	76.0%

50 SUPPLIES & EXPENSES

001160 500300	PAPER		500	500	199.56	.00	.00	300.44	39.9%
001160 500500	PRINTED FORMS		400	400	.00	.00	.00	400.00	.0%
001160 501000	OTHER EXPENDABLE OFF		4,400	4,400	2,892.66	.00	16.06	1,491.28	66.1%
001160 502000	MINOR OFFICE EQUIP/F		3,500	3,500	365.00	.00	.00	3,135.00	10.4%
001160 505000	SUBSCRIPTIONS,MAGS,M		0	0	.00	.00	.00	.00	.0%
001160 507000	BOOKS		1,800	1,800	.00	.00	.00	1,800.00	.0%
001160 508000	COMPUTER SUPPLIES		900	5,510	5,288.65	.00	.00	221.35	96.0%
001160 510000	CLEANING/JANITORIAL		13,000	13,000	11,195.36	.00	1,260.96	543.68	95.8%
001160 511000	HOUSEHOLD SUPPLIES		2,500	2,500	2,388.55	.00	.00	111.45	95.5%
001160 511100	SUPPLIES - COVID 19		5,650	1,040	.00	.00	.00	1,040.00	.0%
001160 511500	FOOD		400	400	.00	.00	.00	400.00	.0%
001160 512000	MEDICAL SUPPLIES		5,000	5,000	3,260.12	.00	.00	1,739.88	65.2%
001160 512500	LABORATORY SUPPLIES		0	0	.00	.00	.00	.00	.0%
001160 513000	CHEMICALS		0	0	.00	.00	.00	.00	.0%
001160 525000	GAS AND OIL		30,000	30,000	19,761.38	3,308.20	.00	10,238.62	65.9%
001160 525500	LUBRICANTS		1,500	1,500	.00	.00	.00	1,500.00	.0%
001160 525700	DIESEL FUEL		70,000	70,000	45,961.02	6,670.80	.00	24,038.98	65.7%
001160 526000	OTHER FUEL		900	900	.00	.00	.00	900.00	.0%
001160 535000	UNIFORMS, BADGES, ET		43,200	43,200	27,029.38	.00	3,707.47	12,463.15	71.2%
001160 535500	WEARING APPAREL		20,000	20,000	17,532.56	1,338.24	1,587.82	879.62	95.6%
001160 535600	WEARING APPAREL-FIRE		0	0	.00	.00	.00	.00	.0%
001160 540000	ASPHALT & ASPHALT PR		0	0	.00	.00	.00	.00	.0%
001160 540500	CONCRETE, CEMENT, ET		0	0	.00	.00	.00	.00	.0%
001160 544000	HORT./LANDSCAPING SP		0	0	.00	.00	.00	.00	.0%
001160 545000	HAND TOOLS		1,450	1,450	948.25	20.00	300.00	201.75	86.1%
001160 546000	MINOR EQUIPMENT		8,000	8,000	6,130.69	349.00	1,363.40	505.91	93.7%
001160 546200	MINOR FIRE FIGHTING		10,000	10,000	5,928.85	1,454.81	1,675.00	2,396.15	76.0%
001160 546500	SWIFT WATER RESCUE S		0	0	.00	.00	.00	.00	.0%
001160 547000	FIRE HOSE		5,000	5,000	.00	.00	839.00	4,161.00	16.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001160 551000 RECREATIONAL SUPPLIE	0	0	.00	.00	.00	.00	.0%
001160 553500 SFTY/FIRE P/MATL CON	5,110	5,110	5,535.00	.00	.00	-425.00	108.3%
001160 559000 OTHER OPERATING MATL	1,690	1,690	1,478.75	179.90	.00	211.25	87.5%
001160 560000 BUILDING MATERIALS &	8,000	8,000	2,833.08	.00	.00	5,166.92	35.4%
001160 560500 ELECTRICAL SUPPLIES	2,500	2,500	1,340.63	302.83	35.39	1,123.98	55.0%
001160 561000 PLUMBING SUPPLIES	500	500	.00	.00	214.85	285.15	43.0%
001160 565000 PAINT AND PAINTING S	2,600	2,600	250.85	.00	.00	2,349.15	9.6%
001160 570000 MTR VEHICLE REP. PTS	64,000	64,000	40,262.12	3,824.58	15,084.46	8,653.42	86.5%
001160 575000 COMMUNICATION REPAIR	2,200	2,200	.00	.00	.00	2,200.00	.0%
001160 575500 AGRICLTRL REPAIR PTS	0	0	.00	.00	.00	.00	.0%
001160 575600 SCBA REPAIR PTS/SPL	5,000	5,000	248.97	.00	.00	4,751.03	5.0%
001160 580000 MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.00	.0%
001160 599000 OTHER REPAIR/MAINT.	4,500	4,500	449.23	173.38	.00	4,050.77	10.0%
001160 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	324,200	324,200	201,280.66	17,621.74	26,084.41	96,834.93	70.1%
60 PROFESSIONAL SERVICE							
001160 601700 APPRAISAL	0	0	.00	.00	.00	.00	.0%
001160 602700 MEDICAL	15,000	9,500	6,627.29	.00	.00	2,872.71	69.8%
001160 603300 ENTERTAINMENT	0	0	.00	.00	.00	.00	.0%
001160 604900 OTHER PROFESSIONAL S	15,400	15,400	10,910.99	.00	.00	4,489.01	70.9%
001160 604926 POL.LATERAL TRNG FEE	0	0	.00	.00	.00	.00	.0%
001160 606000 TELEPHONE AND TELEGR	14,000	18,000	15,055.56	1,564.34	.00	2,944.44	83.6%
001160 606800 NETWORK	4,400	4,400	.00	.00	.00	4,400.00	.0%
001160 606900 NETWORK WIRELESS	0	0	.00	.00	.00	.00	.0%
001160 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001160 611000 TRAVEL EXPENSE	8,000	13,806	11,593.43	2,468.41	253.12	1,959.45	85.8%
001160 612000 FREIGHT	4,300	4,300	2,171.59	224.99	876.41	1,252.00	70.9%
001160 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001160 615000 ADVERTISING	5,000	4,775	.00	.00	.00	4,775.00	.0%
001160 620000 PRINTING	1,500	1,500	295.00	.00	.00	1,205.00	19.7%
001160 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001160 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
001160 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001160 627000 SURETY AND FORGERY B	125	125	.00	.00	.00	125.00	.0%
001160 629900 OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
001160 630000 GAS	25,000	25,000	25,238.09	659.36	.00	-238.09	101.0%
001160 630500 ELECTRICITY	70,000	70,000	71,707.37	6,324.02	.00	-1,707.37	102.4%
001160 631500 WATER	600	600	1,074.12	117.63	.00	-474.12	179.0%
001160 635000 BUILDING R&M	48,000	48,000	28,874.67	2,472.05	14,140.21	4,985.12	89.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001160 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
001160 635500 ELECTRICAL R&M	200	200	.00	.00	.00	200.00	.0%
001160 635700 PLUMBING EQUIPMENT R	5,000	5,000	820.00	.00	.00	4,180.00	16.4%
001160 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
001160 636500 OFFICE EQUIPMENT R&M	3,000	3,000	.00	.00	.00	3,000.00	.0%
001160 637000 HOUSEHOLD EQUIPMENT	3,500	3,500	1,694.97	.00	.00	1,805.03	48.4%
001160 638000 FIXED EQUIPMENT R&M	6,025	6,025	5,307.33	.00	.00	717.67	88.1%
001160 638200 MINOR EQUIPMENT R&M	3,000	3,000	2,653.03	384.36	.00	346.97	88.4%
001160 638400 MOTOR VEHICLE EQ. R&	50,000	50,000	45,066.96	.00	3,322.70	1,610.34	96.8%
001160 638700 AGRICULTURAL EQ. R&M	500	500	207.43	.00	.00	292.57	41.5%
001160 638900 SCBA EQUIP. R&M	10,550	10,550	9,720.70	2,875.00	.00	829.30	92.1%
001160 639000 COMMUNICATION EQ. R&	10,000	7,550	5,657.82	.00	.00	1,892.18	74.9%
001160 639400 DISINFECT./EXTERMINA	2,000	2,000	5,841.00	75.00	.00	-3,841.00	292.1%
001160 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001160 639800 TOW IN CHARGES	3,000	3,000	850.00	.00	.00	2,150.00	28.3%
001160 639900 OTHER REPAIRS AND MA	1,000	1,000	690.00	30.00	.00	310.00	69.0%
001160 641000 OFFICE EQUIPMENT REN	5,000	5,000	2,650.23	523.73	.00	2,349.77	53.0%
001160 642000 MACHINERY RENT	100	100	.00	.00	.00	100.00	.0%
001160 642500 CYLINDER RENT	4,000	4,000	1,928.12	194.89	.00	2,071.88	48.2%
001160 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001160 643500 MOP-MAT-RAG RENT	1,000	1,000	545.90	41.94	.00	454.10	54.6%
001160 644900 OTHER RENT	0	7,950	4,034.14	3,914.14	3,914.14	1.72	100.0%
001160 684000 DUES AND MEMBERSHIPS	1,330	1,330	638.45	45.45	.00	691.55	48.0%
001160 684500 REGISTRATION FEE/TUI	2,590	2,590	1,385.25	154.55	870.00	334.75	87.1%
001160 684700 CONTINUING EDUCATION	15,000	19,419	11,691.00	.00	612.95	7,115.05	63.4%
001160 685000 LAUNDRY	100	100	.00	.00	.00	100.00	.0%
001160 699900 SERVICES NOT SPECIFI	500	500	.00	.00	.00	500.00	.0%
TOTAL PROFESSIONAL SERVICE	338,720	352,720	274,930.44	22,069.86	23,989.53	53,800.03	84.7%

70 CAPITAL OUTLAY

001160 722700 PARKING LOT/DRIVEWAY	0	0	.00	.00	.00	.00	.0%
001160 725000 LANDSCAPING	0	0	.00	.00	.00	.00	.0%
001160 729500 OTHER IMPROVEMENTS	0	130,000	48,151.38	8,062.18	589.42	81,259.20	37.5%
001160 731000 LABORATORY	0	0	.00	.00	.00	.00	.0%
001160 731500 FIRE FIGHTING	0	0	.00	.00	.00	.00	.0%
001160 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001160 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001160 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001160 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
001160 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001160 736000 TRAFFIC CONTROL EQUI	0	0	.00	.00	.00	.00	.0%
001160 736500 HYDRANTS & METERS	0	0	.00	.00	.00	.00	.0%
001160 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001160 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001160 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001160 743000 HEAVY TRUCKS	0	0	.00	.00	.00	.00	.0%
001160 743500 FIRE TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	130,000	48,151.38	8,062.18	589.42	81,259.20	37.5%
TOTAL FIRE DIVISION	11,506,620	11,664,385	8,777,522.71	812,020.34	50,663.36	2,836,198.93	75.7%
001180 LAND DEVEL.ADM.							
40 PERSONAL SERVICES							
001180 400000 REGULAR WAGES	495,800	495,800	389,953.18	37,664.00	.00	105,846.82	78.7%
001180 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001180 430000 OVERTIME	0	0	355.25	112.00	.00	-355.25	100.0%
001180 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001180 460000 STATE RETIREMENT	88,800	88,800	68,102.46	6,761.88	.00	20,697.54	76.7%
001180 470000 F.I.C.A. TAXES	38,000	38,000	28,561.23	2,756.26	.00	9,438.77	75.2%
001180 480000 HOSPITALIZATION INS.	109,200	109,200	76,552.52	7,818.20	.00	32,647.48	70.1%
001180 490000 UNEMPLOYMENT BENEFIT	5,000	5,000	.00	.00	.00	5,000.00	.0%
001180 491000 WORKMAN'S COMPENSATI	14,200	14,200	.00	.00	.00	14,200.00	.0%
TOTAL PERSONAL SERVICES	751,000	751,000	563,524.64	55,112.34	.00	187,475.36	75.0%
50 SUPPLIES & EXPENSES							
001180 500300 PAPER	1,575	1,575	1,451.52	.00	.00	123.48	92.2%
001180 500500 PRINTED FORMS	270	270	.00	.00	.00	270.00	.0%
001180 501000 OTHER EXPENDABLE OFF	2,300	2,300	2,072.06	506.99	189.91	38.03	98.3%
001180 502000 MINOR OFFICE EQUIP/F	2,000	2,000	722.55	.00	66.10	1,211.35	39.4%
001180 505000 SUBSCRIPTIONS,MAGS,M	900	1,367	1,366.20	455.40	.00	.80	99.9%
001180 507000 BOOKS	900	433	.00	.00	.00	433.00	.0%
001180 508000 COMPUTER SUPPLIES	450	450	227.69	.00	.00	222.31	50.6%
001180 511100 SUPPLIES - COVID 19	200	200	137.98	.00	.00	62.02	69.0%
001180 511500 FOOD	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001180 525000 GAS AND OIL	11,500	11,491	10,464.28	1,978.44	.00	1,026.72	91.1%
001180 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001180 535500 WEARING APPAREL	3,000	3,150	2,877.58	.00	150.00	122.42	96.1%
001180 546000 MINOR EQUIPMENT	660	510	119.91	.00	19.99	370.10	27.4%
001180 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001180 560000 BUILDING MATERIALS &	0	9	8.51	8.51	.00	.49	94.6%
001180 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001180 570000 MTR VEHICLE REP. PTS	8,000	21,000	12,854.06	2,280.76	29.81	8,116.13	61.4%
001180 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	31,755	44,755	32,302.34	5,230.10	455.81	11,996.85	73.2%

60 PROFESSIONAL SERVICE

001180 601300 DEMOLITION	100,000	213,029	213,029.37	.00	.00	-.04	100.0%
001180 601400 ASBESTOS REMOVAL	3,000	800	.00	.00	.00	800.00	.0%
001180 601600 TITLE OPINIONS	9,600	6,750	4,000.00	.00	.00	2,750.00	59.3%
001180 601800 LOT CLEARING	70,000	93,071	92,534.31	12,388.00	.00	536.36	99.4%
001180 602300 ABSTRACTING & RECORD	4,000	3,234	1,118.00	.00	.00	2,116.00	34.6%
001180 602700 MEDICAL	0	0	.00	.00	.00	.00	.0%
001180 604900 OTHER PROFESSIONAL S	9,000	11,066	11,065.33	.00	.00	.67	100.0%
001180 606000 TELEPHONE AND TELEGR	10,000	10,000	9,908.22	1,609.42	.00	91.78	99.1%
001180 607000 POSTAGE	600	600	.00	.00	.00	600.00	.0%
001180 611000 TRAVEL EXPENSE	5,000	13,435	7,880.96	475.31	548.00	5,006.04	62.7%
001180 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001180 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001180 615000 ADVERTISING	100	100	.00	.00	.00	100.00	.0%
001180 620000 PRINTING	3,000	3,000	2,343.86	471.90	.00	656.14	78.1%
001180 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001180 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001180 636500 OFFICE EQUIPMENT R&M	450	450	.00	.00	.00	450.00	.0%
001180 638400 MOTOR VEHICLE EQ. R&	5,000	14,000	4,584.94	822.22	75.00	9,340.06	33.3%
001180 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001180 639200 CLEANING AND PAINTIN	0	0	.00	.00	.00	.00	.0%
001180 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001180 639800 TOW IN CHARGES	1,000	1,000	415.00	.00	.00	585.00	41.5%
001180 644900 OTHER RENT	3,600	840	263.51	.00	.00	576.49	31.4%
001180 684000 DUES AND MEMBERSHIPS	3,100	1,828	1,824.93	.00	.00	3.07	99.8%
001180 684500 REGISTRATION FEE/TUI	3,000	6,247	6,178.00	744.00	69.00	.00	100.0%
TOTAL PROFESSIONAL SERVICE	230,450	379,450	355,146.43	16,510.85	692.00	23,611.57	93.8%

70 CAPITAL OUTLAY

001180 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001180 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001180 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001180 740000 AUTOMOBILES	0	98,000	.00	.00	98,000.00	.00	100.0%
001180 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	98,000	.00	.00	98,000.00	.00	100.0%
TOTAL LAND DEVEL.ADM.	1,013,205	1,273,205	950,973.41	76,853.29	99,147.81	223,083.78	82.5%
001190 P/S CONTRAC.SER							
40 PERSONAL SERVICES							
001190 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
001190 430000 OVERTIME	175,000	175,000	196,199.70	17,666.59	.00	-21,199.70	112.1%
001190 460000 STATE RETIREMENT	31,500	31,500	34,227.11	3,162.30	.00	-2,727.11	108.7%
001190 470000 F.I.C.A. TAXES	13,390	13,390	14,604.36	1,312.99	.00	-1,214.36	109.1%
001190 480000 HOSPITALIZATION INS.	14,000	14,000	13,879.40	1,363.30	.00	120.60	99.1%
TOTAL PERSONAL SERVICES	233,890	233,890	258,910.57	23,505.18	.00	-25,020.57	110.7%
60 PROFESSIONAL SERVICE							
001190 602700 MEDICAL	40,000	40,000	21,225.79	.00	.00	18,774.21	53.1%
001190 604800 OTHER PROF.-VICTIM'S	0	0	.00	.00	.00	.00	.0%
001190 681500 JAIL EXPENSE	725,000	725,000	353,521.49	103,799.71	.00	371,478.51	48.8%
001190 686500 EMERGENCY MGMT.CONTR	155,000	155,000	155,000.00	38,750.00	.00	.00	100.0%
001190 699900 SERVICES NOT SPECIFI	29,459	29,459	.00	.00	.00	29,459.00	.0%
TOTAL PROFESSIONAL SERVICE	949,459	949,459	529,747.28	142,549.71	.00	419,711.72	55.8%
70 CAPITAL OUTLAY							
001190 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL P/S CONTRAC.SER	1,183,349	1,183,349	788,657.85	166,054.89	.00	394,691.15	66.6%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001191 TRAFFIC MAINT.							
40 PERSONAL SERVICES							
001191 400000 REGULAR WAGES	214,000	214,000	155,240.91	14,212.05	.00	58,759.09	72.5%
001191 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001191 430000 OVERTIME	8,500	8,500	33,876.93	2,399.51	.00	-25,376.93	398.6%
001191 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001191 460000 STATE RETIREMENT	40,000	40,000	32,989.53	2,973.48	.00	7,010.47	82.5%
001191 470000 F.I.C.A. TAXES	17,100	17,100	13,935.43	1,217.58	.00	3,164.57	81.5%
001191 480000 HOSPITALIZATION INS.	50,400	50,400	35,063.60	3,007.00	.00	15,336.40	69.6%
001191 490000 UNEMPLOYMENT BENEFIT	8,300	8,300	.00	.00	.00	8,300.00	.0%
001191 491000 WORKMAN'S COMPENSATI	12,500	12,500	.00	.00	.00	12,500.00	.0%
TOTAL PERSONAL SERVICES	350,800	350,800	271,106.40	23,809.62	.00	79,693.60	77.3%
50 SUPPLIES & EXPENSES							
001191 500300 PAPER	300	300	.00	.00	.00	300.00	.0%
001191 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001191 501000 OTHER EXPENDABLE OFF	1,200	1,200	1,081.01	108.32	.00	118.99	90.1%
001191 502000 MINOR OFFICE EQUIP/F	0	1,000	375.10	.00	.00	624.90	37.5%
001191 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001191 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001191 508000 COMPUTER SUPPLIES	600	600	.00	.00	.00	600.00	.0%
001191 510000 CLEANING/JANITORIAL	200	200	.00	.00	.00	200.00	.0%
001191 511000 HOUSEHOLD SUPPLIES	1,000	1,000	217.60	.00	.00	782.40	21.8%
001191 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001191 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001191 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001191 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001191 525000 GAS AND OIL	12,000	18,000	14,916.35	2,555.74	.00	3,083.65	82.9%
001191 525500 LUBRICANTS	100	100	.00	.00	.00	100.00	.0%
001191 525700 DIESEL FUEL	2,000	2,000	1,113.08	180.24	.00	886.92	55.7%
001191 535500 WEARING APPAREL	700	700	52.88	.00	.00	647.12	7.6%
001191 540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
001191 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
001191 541500 SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
001191 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001191 545000 HAND TOOLS	1,500	1,500	1,061.22	.00	.00	438.78	70.7%
001191 546000 MINOR EQUIPMENT	1,000	1,000	288.65	.00	.00	711.35	28.9%
001191 554000 TRAFFIC CONTROL EQ.	59,000	54,000	51,284.54	6,183.96	362.63	2,352.83	95.6%
001191 554500 TRAFFIC SIGNS	35,000	24,000	12,958.06	162.00	6,005.00	5,036.94	79.0%
001191 555000 STREET MARKING SUPPL	6,000	6,000	134.93	.00	.00	5,865.07	2.2%
001191 559000 OTHER OPERATING MATL	1,900	3,900	1,860.30	710.55	255.25	1,784.45	54.2%
001191 560000 BUILDING MATERIALS &	2,000	2,000	696.76	.00	.00	1,303.24	34.8%
001191 560500 ELECTRICAL SUPPLIES	900	900	.00	.00	.00	900.00	.0%
001191 562000 STRUCTURAL STEEL & I	950	950	.00	.00	.00	950.00	.0%
001191 565000 PAINT AND PAINTING S	6,000	6,000	380.83	.00	194.70	5,424.47	9.6%
001191 570000 MTR VEHICLE REP. PTS	11,000	24,000	18,246.56	94.40	449.90	5,303.54	77.9%
001191 575000 COMMUNICATION REPAIR	1,700	1,700	.00	.00	.00	1,700.00	.0%
001191 599000 OTHER REPAIR/MAINT.	500	500	.00	.00	.00	500.00	.0%
001191 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	145,550	151,550	104,667.87	9,995.21	7,267.48	39,614.65	73.9%
60 PROFESSIONAL SERVICE							
001191 602700 MEDICAL	0	0	.00	.00	.00	.00	.0%
001191 606000 TELEPHONE AND TELEGR	1,500	1,500	1,767.44	169.71	.00	-267.44	117.8%
001191 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001191 611000 TRAVEL EXPENSE	700	700	.00	.00	.00	700.00	.0%
001191 612000 FREIGHT	2,000	2,000	.00	.00	.00	2,000.00	.0%
001191 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001191 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001191 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001191 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001191 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001191 630000 GAS	2,000	2,000	2,047.82	27.24	.00	-47.82	102.4%
001191 630500 ELECTRICITY	16,500	16,500	13,796.98	1,598.94	.00	2,703.02	83.6%
001191 631000 TRAFFIC LIGHT ELECTR	0	0	.00	.00	.00	.00	.0%
001191 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001191 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
001191 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
001191 636500 OFFICE EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
001191 637500 TRAFFIC CONTROL EQ.	57,000	57,000	.00	.00	.00	57,000.00	.0%
001191 638000 FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001191 638200 MINOR EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
001191 638400 MOTOR VEHICLE EQ. R&	10,000	10,000	4,106.80	949.80	.00	5,893.20	41.1%
001191 639000 COMMUNICATION EQ. R&	600	600	.00	.00	.00	600.00	.0%
001191 639400 DISINFECT./EXTERMINA	700	700	390.00	.00	.00	310.00	55.7%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001191 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001191 639800 TOW IN CHARGES	600	600	.00	.00	.00	600.00	.0%
001191 639900 OTHER REPAIRS AND MA	1,500	1,500	.00	.00	.00	1,500.00	.0%
001191 642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
001191 642500 CYLINDER RENT	350	350	.00	.00	.00	350.00	.0%
001191 643000 UNIFORM RENT	2,000	2,000	1,100.00	125.00	.00	900.00	55.0%
001191 643500 MOP-MAT-RAG RENT	800	800	361.32	34.24	.00	438.68	45.2%
001191 644900 OTHER RENT	200	200	.00	.00	.00	200.00	.0%
001191 684000 DUES AND MEMBERSHIPS	200	200	.00	.00	.00	200.00	.0%
001191 684500 REGISTRATION FEE/TUI	2,400	2,400	.00	.00	.00	2,400.00	.0%
001191 685000 LAUNDRY	0	0	.00	.00	.00	.00	.0%
001191 687000 CUSTODIAL SERVICE	7,000	7,000	5,012.38	432.72	2,379.60	-391.98	105.6%
001191 699900 SERVICES NOT SPECIFI	900	900	.00	.00	.00	900.00	.0%
TOTAL PROFESSIONAL SERVICE	108,250	108,250	28,582.74	3,337.65	2,379.60	77,287.66	28.6%
70 CAPITAL OUTLAY							
001191 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001191 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001191 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001191 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001191 736000 TRAFFIC CONTROL EQUI	0	0	.00	.00	.00	.00	.0%
001191 739900 OTHER EQUIPMENT	0	200,000	.00	.00	.00	200,000.00	.0%
001191 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001191 742000 PICK UP TRUCKS	0	36,600	36,522.00	.00	.00	78.00	99.8%
001191 743000 HEAVY TRUCKS	0	0	.00	.00	.00	.00	.0%
001191 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	236,600	36,522.00	.00	.00	200,078.00	15.4%
TOTAL TRAFFIC MAINT.	604,600	847,200	440,879.01	37,142.48	9,647.08	396,673.91	53.2%
001201 STREET DIV.							
40 PERSONAL SERVICES							
001201 400000 REGULAR WAGES	672,250	676,000	409,159.77	38,021.87	.00	266,840.23	60.5%
001201 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001201 430000	OVERTIME	12,500	12,500	13,921.37	2,390.75	.00	-1,421.37	111.4%
001201 431000	DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001201 460000	STATE RETIREMENT	122,600	123,275	73,924.37	7,243.77	.00	49,350.63	60.0%
001201 470000	F.I.C.A. TAXES	52,400	52,700	31,657.44	3,018.69	.00	21,042.56	60.1%
001201 480000	HOSPITALIZATION INS.	151,200	151,200	89,717.91	7,216.80	.00	61,482.09	59.3%
001201 490000	UNEMPLOYMENT BENEFIT	9,000	9,000	.00	.00	.00	9,000.00	.0%
001201 491000	WORKMAN'S COMPENSATI	66,000	66,000	.00	.00	.00	66,000.00	.0%
TOTAL PERSONAL SERVICES		1,085,950	1,090,675	618,380.86	57,891.88	.00	472,294.14	56.7%
50 SUPPLIES & EXPENSES								
001201 500300	PAPER	400	400	.00	.00	.00	400.00	.0%
001201 500500	PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001201 501000	OTHER EXPENDABLE OFF	600	600	500.59	201.88	.00	99.41	83.4%
001201 502000	MINOR OFFICE EQUIP/F	2,500	2,500	2,117.75	.00	.00	382.25	84.7%
001201 505000	SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001201 510000	CLEANING/JANITORIAL	3,000	3,000	1,418.17	.00	.00	1,581.83	47.3%
001201 511000	HOUSEHOLD SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001201 511100	SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001201 511500	FOOD	0	0	.00	.00	.00	.00	.0%
001201 512000	MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001201 513000	CHEMICALS	6,000	6,000	3,913.89	.00	.00	2,086.11	65.2%
001201 525000	GAS AND OIL	35,000	25,000	15,336.23	2,234.48	.00	9,663.77	61.3%
001201 525500	LUBRICANTS	2,500	7,000	4,810.88	.00	.00	2,189.12	68.7%
001201 525700	DIESEL FUEL	40,000	40,000	28,535.38	4,894.82	.00	11,464.62	71.3%
001201 535500	WEARING APPAREL	3,800	3,800	1,331.66	199.82	.00	2,468.34	35.0%
001201 540000	ASPHALT & ASPHALT PR	45,000	55,000	45,066.92	4,752.67	2,284.90	7,648.18	86.1%
001201 540500	CONCRETE, CEMENT, ET	20,000	20,000	10,849.75	.00	1,010.00	8,140.25	59.3%
001201 541000	BRICK,STONE,MORTAR,E	20,000	20,000	12,474.84	.00	.00	7,525.16	62.4%
001201 541500	SAND,CLAY,GRVL,FILL	9,000	9,000	1,484.25	720.00	.00	7,515.75	16.5%
001201 542000	DRAINAGE PIPE & CULV	8,000	16,000	7,108.40	259.00	.00	8,891.60	44.4%
001201 544000	HORT./LANDSCAPING SP	1,000	1,000	.00	.00	.00	1,000.00	.0%
001201 545000	HAND TOOLS	3,500	3,500	2,140.35	.00	.00	1,359.65	61.2%
001201 546000	MINOR EQUIPMENT	5,500	5,500	.00	.00	.00	5,500.00	.0%
001201 555000	STREET MARKING SUPPL	2,500	2,500	.00	.00	.00	2,500.00	.0%
001201 559000	OTHER OPERATING MATL	20,000	25,000	20,850.85	1,050.00	.00	4,149.15	83.4%
001201 560000	BUILDING MATERIALS &	4,000	4,000	2,176.11	.00	.00	1,823.89	54.4%
001201 560500	ELECTRICAL SUPPLIES	1,800	1,800	609.85	.00	.00	1,190.15	33.9%
001201 561000	PLUMBING SUPPLIES	400	400	107.85	.00	.00	292.15	27.0%
001201 562000	STRUCTURAL STEEL & I	3,000	2,000	.00	.00	.00	2,000.00	.0%
001201 565000	PAINT AND PAINTING S	1,200	1,200	217.83	.00	.00	982.17	18.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001201 570000 MTR VEHICLE REP. PTS	85,000	85,000	60,224.43	6,699.95	2,756.74	22,018.83	74.1%
001201 575000 COMMUNICATION REPAIR	1,000	1,000	.00	.00	.00	1,000.00	.0%
001201 575500 AGRICLTRL REPAIR PTS	15,000	15,000	7,250.36	800.54	.00	7,749.64	48.3%
001201 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
001201 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	340,700	357,200	228,526.34	21,813.16	6,051.64	122,622.02	65.7%

60 PROFESSIONAL SERVICE

001201 601800 LOT CLEARING	0	0	.00	.00	.00	.00	.0%
001201 602700 MEDICAL	0	0	.00	.00	.00	.00	.0%
001201 604900 OTHER PROFESSIONAL S	286,000	298,300	269,146.33	16,431.57	29,100.00	53.67	100.0%
001201 611000 TRAVEL EXPENSE	2,000	2,000	1,059.00	764.00	.00	941.00	53.0%
001201 612000 FREIGHT	3,000	3,000	1,953.83	415.50	.00	1,046.17	65.1%
001201 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001201 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001201 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001201 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001201 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001201 630500 ELECTRICITY	0	0	.00	.00	.00	.00	.0%
001201 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001201 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
001201 635500 ELECTRICAL R&M	0	0	.00	.00	.00	.00	.0%
001201 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
001201 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
001201 636001 MISC PAVING	0	0	.00	.00	.00	.00	.0%
001201 636006 DABBS ST/MLK AREA	0	0	.00	.00	.00	.00	.0%
001201 636007 S 40TH/BONHOMIE	0	0	.00	.00	.00	.00	.0%
001201 636010 N 35TH/USM AREA	0	0	.00	.00	.00	.00	.0%
001201 636011 S 36TH/MAMIE ST AREA	0	0	.00	.00	.00	.00	.0%
001201 636012 S 34TH/MANDALAY AREA	0	0	.00	.00	.00	.00	.0%
001201 636013 S H'BURG/S CHANCELLO	0	0	.00	.00	.00	.00	.0%
001201 636014 BROAD ST/CAPITAL ST	0	0	.00	.00	.00	.00	.0%
001201 636015 MOBILE/BOUIE ST AREA	0	0	.00	.00	.00	.00	.0%
001201 636016 CHALMETTE/WINDGATE	0	0	.00	.00	.00	.00	.0%
001201 636017 HONEYSUCKLE/DOGWOOD	0	0	.00	.00	.00	.00	.0%
001201 636018 ADELINE/S 16TH AREA	0	0	.00	.00	.00	.00	.0%
001201 636019 DUMAS/FLORENCE ST AR	0	0	.00	.00	.00	.00	.0%
001201 636020 S 16TH/CORRINE ST AR	0	0	.00	.00	.00	.00	.0%
001201 636021 ACADEMY DR-BLC AIRPO	0	0	.00	.00	.00	.00	.0%
001201 636022 COTTAGES AT TURTLE C	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001201 636023 CLASSIC DR/J ED TURN	0	0	.00	.00	.00	.00	.0%
001201 636024 E 5TH ST/E 6TH ST AR	0	0	.00	.00	.00	.00	.0%
001201 636025 HALL/ELIZABETH AVE	0	0	.00	.00	.00	.00	.0%
001201 636026 MANDALAY/HILLEDALE	0	0	.00	.00	.00	.00	.0%
001201 636027 ARLINGTON LOOP/S 34T	0	0	.00	.00	.00	.00	.0%
001201 636028 N. 31st Ave/HILLSIDE	0	0	.00	.00	.00	.00	.0%
001201 636029 DWNTWN AREA VAR STS	0	0	.00	.00	.00	.00	.0%
001201 636030 CAMP ST DESIGN	0	0	.00	.00	.00	.00	.0%
001201 636099 LONG RANGE PAVING PL	1,250,000	1,262,475	1,123,858.72	179,709.66	38,000.00	100,616.28	92.0%
001201 638000 FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001201 638200 MINOR EQUIPMENT R&M	1,500	1,500	254.15	.00	.00	1,245.85	16.9%
001201 638400 MOTOR VEHICLE EQ. R&	30,000	32,500	29,396.36	1,845.79	.00	3,103.64	90.5%
001201 638700 AGRICULTURAL EQ. R&M	20,000	27,500	21,940.61	7,077.92	.00	5,559.39	79.8%
001201 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001201 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001201 639800 TOW IN CHARGES	1,500	1,500	1,295.00	220.00	.00	205.00	86.3%
001201 639900 OTHER REPAIRS AND MA	8,000	27,000	23,531.54	3,820.00	.00	3,468.46	87.2%
001201 641500 AUTOMOTIVE EQ. RENT	0	0	.00	.00	.00	.00	.0%
001201 642000 MACHINERY RENT	5,000	4,300	.00	.00	.00	4,300.00	.0%
001201 643000 UNIFORM RENT	15,000	15,000	14,998.50	.00	.00	1.50	100.0%
001201 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001201 684000 DUES AND MEMBERSHIPS	600	600	569.83	.00	.00	30.17	95.0%
001201 684500 REGISTRATION FEE/TUI	2,000	2,000	.00	.00	.00	2,000.00	.0%
001201 699900 SERVICES NOT SPECIFI	6,000	6,000	3,853.00	.00	.00	2,147.00	64.2%
TOTAL PROFESSIONAL SERVICE	1,630,600	1,683,675	1,491,856.87	210,284.44	67,100.00	124,718.13	92.6%

70 CAPITAL OUTLAY

001201 721000 BRIDGES	0	0	.00	.00	.00	.00	.0%
001201 722600 KAB/LANDSCAPING	0	0	.00	.00	.00	.00	.0%
001201 723002 INDUSTRIAL PARK ROAD	0	0	.00	.00	.00	.00	.0%
001201 723016 HARDY ST-MCLEOD TO 2	0	0	.00	.00	.00	.00	.0%
001201 723099 OTHER STREET IMPR.	0	0	.00	.00	.00	.00	.0%
001201 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001201 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001201 734500 CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
001201 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001201 737000 PIPE	0	0	.00	.00	.00	.00	.0%
001201 739900 OTHER EQUIPMENT	0	209,000	145,310.15	.00	34,793.00	28,896.85	86.2%
001201 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001201 742000 PICK UP TRUCKS	0	49,000	48,364.00	.00	.00	636.00	98.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001201 743000 HEAVY TRUCKS	0	175,000	175,000.00	.00	.00	.00	100.0%
001201 744000 DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
001201 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	433,000	368,674.15	.00	34,793.00	29,532.85	93.2%
TOTAL STREET DIV.	3,057,250	3,564,550	2,707,438.22	289,989.48	107,944.64	749,167.14	79.0%
001202 STREET LIGHTS							
60 PROFESSIONAL SERVICE							
001202 630500 ELECTRICITY	1,400,000	1,400,000	1,274,617.24	113,930.69	.00	125,382.76	91.0%
TOTAL PROFESSIONAL SERVICE	1,400,000	1,400,000	1,274,617.24	113,930.69	.00	125,382.76	91.0%
TOTAL STREET LIGHTS	1,400,000	1,400,000	1,274,617.24	113,930.69	.00	125,382.76	91.0%
001203 ENGR/PUBLIC SER							
40 PERSONAL SERVICES							
001203 400000 REGULAR WAGES	455,500	455,500	368,226.53	28,692.30	.00	87,273.47	80.8%
001203 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001203 430000 OVERTIME	1,000	1,000	1,167.03	21.64	.00	-167.03	116.7%
001203 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001203 460000 STATE RETIREMENT	81,750	81,750	64,417.96	5,139.80	.00	17,332.04	78.8%
001203 470000 F.I.C.A. TAXES	35,000	35,000	27,046.82	2,080.51	.00	7,953.18	77.3%
001203 480000 HOSPITALIZATION INS.	67,200	67,200	43,480.64	3,007.00	.00	23,719.36	64.7%
001203 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001203 491000 WORKMAN'S COMPENSATI	8,370	8,370	.00	.00	.00	8,370.00	.0%
TOTAL PERSONAL SERVICES	649,820	649,820	504,338.98	38,941.25	.00	145,481.02	77.6%
50 SUPPLIES & EXPENSES							
001203 500300 PAPER	1,000	1,000	934.77	.00	.00	65.23	93.5%

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FOR 2024 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001203	500500	PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001203	501000	OTHER EXPENDABLE OFF	2,700	2,700	2,022.15	17.11	.00	677.85	74.9%
001203	502000	MINOR OFFICE EQUIP/F	3,000	3,000	2,552.64	.00	.00	447.36	85.1%
001203	505000	SUBSCRIPTIONS,MAGS,M	450	450	88.83	88.83	119.88	241.29	46.4%
001203	506000	MAPS FOR RESALE	0	0	.00	.00	.00	.00	.0%
001203	507000	BOOKS	0	0	.00	.00	.00	.00	.0%
001203	508000	COMPUTER SUPPLIES	5,000	5,000	2,095.59	114.44	65.98	2,838.43	43.2%
001203	511500	FOOD	0	0	.00	.00	.00	.00	.0%
001203	512000	MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001203	525000	GAS AND OIL	2,200	2,200	1,411.58	117.62	.00	788.42	64.2%
001203	525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001203	535500	WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
001203	544000	HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
001203	546000	MINOR EQUIPMENT	250	250	.00	.00	.00	250.00	.0%
001203	559000	OTHER OPERATING MATL	250	250	.00	.00	.00	250.00	.0%
001203	560000	BUILDING MATERIALS &	300	300	205.50	.00	.00	94.50	68.5%
001203	560500	ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001203	565000	PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001203	570000	MTR VEHICLE REP. PTS	1,000	1,000	651.95	47.20	.00	348.05	65.2%
001203	575000	COMMUNICATION REPAIR	100	100	.00	.00	.00	100.00	.0%
001203	599000	OTHER REPAIR/MAINT.	100	100	.00	.00	.00	100.00	.0%
001203	599500	DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES			16,350	16,350	9,963.01	385.20	185.86	6,201.13	62.1%
60 PROFESSIONAL SERVICE									
001203	601500	ENGINEERING	177,412	150,237	126,903.65	30,672.62	4,740.97	18,592.38	87.6%
001203	602000	CONSULTANT SERV/SURV	10,000	10,000	.00	.00	.00	10,000.00	.0%
001203	602300	ABSTRACTING & RECORD	500	500	106.00	.00	.00	394.00	21.2%
001203	604900	OTHER PROFESSIONAL S	86,500	113,675	113,674.04	10,798.80	.00	.96	100.0%
001203	606000	TELEPHONE AND TELEGR	3,300	3,300	2,975.62	340.33	.00	324.38	90.2%
001203	607000	POSTAGE	1,250	1,250	737.99	.00	.00	512.01	59.0%
001203	611000	TRAVEL EXPENSE	3,000	3,000	2,675.71	1,619.68	.00	324.29	89.2%
001203	612000	FREIGHT	0	0	170.00	.00	.00	-170.00	100.0%
001203	613000	MESSENGER/EXPRESS SE	400	400	328.48	.00	.00	71.52	82.1%
001203	615000	ADVERTISING	500	500	.00	.00	.00	500.00	.0%
001203	620000	PRINTING	300	300	.00	.00	.00	300.00	.0%
001203	626500	AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001203	627000	SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
001203	630000	GAS	1,500	1,500	1,250.30	26.03	.00	249.70	83.4%
001203	630500	ELECTRICITY	6,000	6,000	6,972.72	1,034.21	.00	-972.72	116.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001203 635000 BUILDING R&M	1,500	13,173	1,106.04	.00	11,673.00	393.96	97.0%
001203 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
001203 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
001203 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001203 638200 MINOR EQUIPMENT R&M	1,000	1,000	315.50	315.50	.00	684.50	31.6%
001203 638400 MOTOR VEHICLE EQ. R&	1,000	1,000	291.52	.00	.00	708.48	29.2%
001203 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001203 639400 DISINFECT./EXTERMINA	750	750	465.00	.00	.00	285.00	62.0%
001203 639800 TOW IN CHARGES	0	0	.00	.00	.00	.00	.0%
001203 641000 OFFICE EQUIPMENT REN	4,000	5,600	4,443.36	784.30	.00	1,156.64	79.3%
001203 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001203 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001203 684000 DUES AND MEMBERSHIPS	400	400	.00	.00	.00	400.00	.0%
001203 684500 REGISTRATION FEE/TUI	2,450	2,450	1,650.00	.00	.00	800.00	67.3%
001203 687000 CUSTODIAL SERVICE	5,940	5,940	4,917.74	432.72	2,379.60	-1,357.34	122.9%
001203 699900 SERVICES NOT SPECIFI	50,000	36,727	12,021.99	699.64	.00	24,705.01	32.7%
TOTAL PROFESSIONAL SERVICE	357,702	357,702	281,005.66	46,723.83	18,793.57	57,902.77	83.8%
70 CAPITAL OUTLAY							
001203 701000 EASEMENTS	0	0	.00	.00	.00	.00	.0%
001203 730500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
001203 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001203 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001203 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001203 736200 EMERGENCY GENERATORS	0	0	.00	.00	.00	.00	.0%
001203 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001203 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL ENGR/PUBLIC SER	1,023,872	1,023,872	795,307.65	86,050.28	18,979.43	209,584.92	79.5%
001204 SHOP DIVISION							
40 PERSONAL SERVICES							
001204 400000 REGULAR WAGES	315,000	315,000	199,870.11	16,016.50	.00	115,129.89	63.5%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001204	401000	DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001204	430000	OVERTIME	12,000	12,000	9,719.22	1,534.42	.00	2,280.78	81.0%
001204	431000	DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001204	460000	STATE RETIREMENT	58,600	58,600	36,662.56	3,151.53	.00	21,937.44	62.6%
001204	470000	F.I.C.A. TAXES	25,100	25,100	15,704.86	1,320.55	.00	9,395.14	62.6%
001204	480000	HOSPITALIZATION INS.	67,200	67,200	39,482.80	2,412.00	.00	27,717.20	58.8%
001204	490000	UNEMPLOYMENT BENEFIT	3,000	3,000	.00	.00	.00	3,000.00	.0%
001204	491000	WORKMAN'S COMPENSATI	9,500	9,500	.00	.00	.00	9,500.00	.0%
TOTAL PERSONAL SERVICES			490,400	490,400	301,439.55	24,435.00	.00	188,960.45	61.5%
50 SUPPLIES & EXPENSES									
001204	500300	PAPER	0	0	.00	.00	.00	.00	.0%
001204	500500	PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001204	501000	OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001204	502000	MINOR OFFICE EQUIP/F	800	800	.00	.00	.00	800.00	.0%
001204	510000	CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001204	511000	HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
001204	511100	SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001204	511500	FOOD	0	0	.00	.00	.00	.00	.0%
001204	512000	MEDICAL SUPPLIES	350	350	62.92	.00	203.14	83.94	76.0%
001204	513000	CHEMICALS	5,000	5,000	3,197.39	.00	.00	1,802.61	63.9%
001204	525000	GAS AND OIL	2,000	2,000	1,648.32	685.20	.00	351.68	82.4%
001204	525500	LUBRICANTS	4,500	4,500	2,014.32	.00	.00	2,485.68	44.8%
001204	525700	DIESEL FUEL	2,000	2,000	516.18	161.30	.00	1,483.82	25.8%
001204	535500	WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
001204	545000	HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001204	546000	MINOR EQUIPMENT	1,500	1,500	830.18	.00	.00	669.82	55.3%
001204	559000	OTHER OPERATING MATL	4,300	4,300	3,979.88	29.95	.00	320.12	92.6%
001204	560000	BUILDING MATERIALS &	700	700	170.55	160.65	.00	529.45	24.4%
001204	560500	ELECTRICAL SUPPLIES	1,000	1,000	640.94	52.14	.00	359.06	64.1%
001204	561000	PLUMBING SUPPLIES	300	300	139.53	.00	.00	160.47	46.5%
001204	562000	STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
001204	565000	PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001204	570000	MTR VEHICLE REP. PTS	3,500	4,000	3,210.06	56.36	480.50	309.44	92.3%
001204	571000	REPAIR PARTS - BUSES	0	0	.00	.00	.00	.00	.0%
001204	575000	COMMUNICATION REPAIR	500	500	.00	.00	.00	500.00	.0%
001204	577000	EXPENDABLE WELDING S	1,500	1,500	1,038.01	.00	.00	461.99	69.2%
001204	599000	OTHER REPAIR/MAINT.	1,000	500	.00	.00	.00	500.00	.0%
TOTAL SUPPLIES & EXPENSES			29,950	29,950	17,448.28	1,145.60	683.64	11,818.08	60.5%

60 PROFESSIONAL SERVICE

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001204 612000 FREIGHT	100	100	.00	.00	.00	100.00	.0%
001204 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
001204 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001204 630000 GAS	12,000	15,000	15,190.90	.00	.00	-190.90	101.3%
001204 630500 ELECTRICITY	30,000	30,000	19,615.70	.00	.00	10,384.30	65.4%
001204 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001204 635500 ELECTRICAL R&M	1,000	1,000	769.00	.00	.00	231.00	76.9%
001204 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
001204 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001204 638000 FIXED EQUIPMENT R&M	2,500	2,250	1,854.15	1,854.15	.00	395.85	82.4%
001204 638200 MINOR EQUIPMENT R&M	500	500	478.90	478.90	.00	21.10	95.8%
001204 638400 MOTOR VEHICLE EQ. R&	500	500	.00	.00	.00	500.00	.0%
001204 638500 TROLLEY EQUIPMENT R&	0	0	.00	.00	.00	.00	.0%
001204 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001204 639400 DISINFECT./EXTERMINA	0	3,000	2,354.00	.00	.00	646.00	78.5%
001204 639800 TOW IN CHARGES	0	0	.00	.00	.00	.00	.0%
001204 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001204 642500 CYLINDER RENT	5,000	5,750	5,571.50	1,189.40	.00	178.50	96.9%
001204 643000 UNIFORM RENT	5,000	4,500	3,437.33	469.80	.00	1,062.67	76.4%
001204 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001204 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	56,600	62,600	49,271.48	3,992.25	.00	13,328.52	78.7%
70 CAPITAL OUTLAY							
001204 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001204 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001204 734000 PLANT EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001204 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001204 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001204 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001204 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL SHOP DIVISION	576,950	582,950	368,159.31	29,572.85	683.64	214,107.05	63.3%
001205 G O & F S DIV.							
40 PERSONAL SERVICES							
001205 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001205 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001205 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001205 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001205 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001205 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001205 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001205 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001205 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%

50 SUPPLIES & EXPENSES

001205 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001205 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001205 501000 OTHER EXPENDABLE OFF	800	800	.00	.00	.00	800.00	.0%
001205 502000 MINOR OFFICE EQUIP/F	600	600	.00	.00	.00	600.00	.0%
001205 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001205 507000 BOOKS	220	220	.00	.00	.00	220.00	.0%
001205 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001205 510000 CLEANING/JANITORIAL	600	600	.00	.00	.00	600.00	.0%
001205 511000 HOUSEHOLD SUPPLIES	500	500	.00	.00	.00	500.00	.0%
001205 512000 MEDICAL SUPPLIES	300	300	.00	.00	.00	300.00	.0%
001205 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001205 525000 GAS AND OIL	0	0	482.86	382.86	.00	-482.86	100.0%
001205 525700 DIESEL FUEL	1,000	1,000	.00	.00	.00	1,000.00	.0%
001205 535500 WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
001205 545000 HAND TOOLS	0	0	.00	.00	.00	.00	.0%
001205 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001205 559000 OTHER OPERATING MATL	500	500	.00	.00	.00	500.00	.0%
001205 560000 BUILDING MATERIALS &	500	500	.00	.00	.00	500.00	.0%
001205 560500 ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001205 561000 PLUMBING SUPPLIES	100	100	.00	.00	.00	100.00	.0%
001205 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001205 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	5,120	5,120	482.86	382.86	.00	4,637.14	9.4%

60 PROFESSIONAL SERVICE

001205 604900 OTHER PROFESSIONAL S	8,000	8,000	6,441.65	630.00	.00	1,558.35	80.5%
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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001205 606000 TELEPHONE AND TELEGR	8,500	8,500	.00	.00	.00	8,500.00	.0%
001205 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001205 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001205 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001205 630500 ELECTRICITY	900	900	824.66	75.73	.00	75.34	91.6%
001205 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
001205 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001205 637000 HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001205 638000 FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001205 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001205 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001205 639400 DISINFECT./EXTERMINA	1,500	1,500	835.00	.00	.00	665.00	55.7%
001205 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
001205 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001205 643500 MOP-MAT-RAG RENT	0	0	.00	.00	.00	.00	.0%
001205 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001205 685000 LAUNDRY	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	18,900	18,900	8,101.31	705.73	.00	10,798.69	42.9%
70 CAPITAL OUTLAY							
001205 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001205 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001205 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001205 732800 SOFTWARE	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL G O & F S DIV.	24,020	24,020	8,584.17	1,088.59	.00	15,435.83	35.7%
001206 DRAINAGE DIV.							
40 PERSONAL SERVICES							
001206 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
001206 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001206 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001206 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001206 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001206 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001206 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001206 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001206 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
001206 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001206 525000 GAS AND OIL	5,500	5,500	7,823.07	743.58	.00	-2,323.07	142.2%
001206 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001206 525700 DIESEL FUEL	1,000	1,000	54.59	.00	.00	945.41	5.5%
001206 535500 WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
001206 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
001206 541000 BRICK,STONE,MORTAR,E	0	0	.00	.00	.00	.00	.0%
001206 541500 SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
001206 542000 DRAINAGE PIPE & CULV	2,000	2,000	.00	.00	.00	2,000.00	.0%
001206 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
001206 545000 HAND TOOLS	0	0	.00	.00	.00	.00	.0%
001206 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001206 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001206 562000 STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
001206 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
001206 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	8,500	8,500	7,877.66	743.58	.00	622.34	92.7%
60 PROFESSIONAL SERVICE							
001206 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001206 604900 OTHER PROFESSIONAL S	15,000	15,000	8,959.00	.00	.00	6,041.00	59.7%
001206 606000 TELEPHONE AND TELEGR	18,000	18,000	5,394.68	511.71	.00	12,605.32	30.0%
001206 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001206 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001206 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001206 630500 ELECTRICITY	0	0	.00	.00	.00	.00	.0%
001206 636000 STREETS & STRUCTURES	60,000	60,000	6,765.00	6,765.00	.00	53,235.00	11.3%
001206 636001 MISC PAVING	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001206 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001206 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001206 639800 TOW IN CHARGES	0	0	.00	.00	.00	.00	.0%
001206 642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
001206 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001206 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	93,000	93,000	21,118.68	7,276.71	.00	71,881.32	22.7%
70 CAPITAL OUTLAY							
001206 700000 LAND	0	12,000	11,551.33	.00	.00	448.67	96.3%
001206 701000 EASEMENTS	0	0	.00	.00	.00	.00	.0%
001206 721500 DRAINS	0	0	.00	.00	.00	.00	.0%
001206 721501 FACILITIES IMPROVEME	150,000	136,230	70,164.72	4,500.00	.00	66,065.28	51.5%
001206 721502 MIDTOWN DETENTION BA	0	10,000	5,333.10	.00	.00	4,666.90	53.3%
001206 721503 INNSWOOD DRAINAGE	120,000	68,880	.00	.00	.00	68,879.75	.0%
001206 721504 GORDONS CRK SHEET PI	0	0	.00	.00	.00	.00	.0%
001206 721510 PRIORITY ONE DRAINAG	0	0	.00	.00	.00	.00	.0%
001206 729500 OTHER IMPROVEMENTS	400,000	442,890	438,030.33	160,229.83	4,852.25	7.67	100.0%
001206 732400 EQUIP-BYRNE '19	0	0	.00	.00	.00	.00	.0%
001206 734500 CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
001206 737000 PIPE	0	0	.00	.00	.00	.00	.0%
001206 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001206 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001206 744000 DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	670,000	670,000	525,079.48	164,729.83	4,852.25	140,068.27	79.1%
TOTAL DRAINAGE DIV.	771,500	771,500	554,075.82	172,750.12	4,852.25	212,571.93	72.4%
001207 CONSTRUCTION							
40 PERSONAL SERVICES							
001207 400000 REGULAR WAGES	423,000	423,000	326,804.43	32,191.98	.00	96,195.57	77.3%
001207 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001207 430000 OVERTIME	10,000	10,000	9,007.09	384.89	.00	992.91	90.1%
001207 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001207 460000 STATE RETIREMENT	77,600	77,600	58,594.12	5,831.27	.00	19,005.88	75.5%
001207 470000 F.I.C.A. TAXES	33,200	33,200	25,201.83	2,441.12	.00	7,998.17	75.9%
001207 480000 HOSPITALIZATION INS.	92,400	92,400	68,626.26	6,615.40	.00	23,773.74	74.3%
001207 490000 UNEMPLOYMENT BENEFIT	4,000	4,000	.00	.00	.00	4,000.00	.0%
001207 491000 WORKMAN'S COMPENSATI	42,000	42,000	.00	.00	.00	42,000.00	.0%
TOTAL PERSONAL SERVICES	682,200	682,200	488,233.73	47,464.66	.00	193,966.27	71.6%

50 SUPPLIES & EXPENSES

001207 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001207 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001207 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001207 502000 MINOR OFFICE EQUIP/F	1,000	1,000	.00	.00	.00	1,000.00	.0%
001207 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001207 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001207 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001207 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001207 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001207 525000 GAS AND OIL	25,000	25,000	14,351.68	3,300.02	.00	10,648.32	57.4%
001207 525500 LUBRICANTS	400	400	.00	.00	.00	400.00	.0%
001207 525700 DIESEL FUEL	1,300	1,300	1,096.98	.00	.00	203.02	84.4%
001207 535500 WEARING APPAREL	1,500	1,500	855.28	.00	.00	644.72	57.0%
001207 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
001207 541500 SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
001207 542000 DRAINAGE PIPE & CULV	0	0	.00	.00	.00	.00	.0%
001207 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
001207 545000 HAND TOOLS	1,500	1,500	398.51	44.90	.00	1,101.49	26.6%
001207 546000 MINOR EQUIPMENT	4,000	4,000	2,863.54	.00	.00	1,136.46	71.6%
001207 554500 TRAFFIC SIGNS	0	0	.00	.00	.00	.00	.0%
001207 559000 OTHER OPERATING MATL	7,000	7,000	6,726.99	741.11	.00	273.01	96.1%
001207 560000 BUILDING MATERIALS &	6,000	6,000	2,580.49	371.84	.00	3,419.51	43.0%
001207 560500 ELECTRICAL SUPPLIES	35,000	35,000	20,657.69	2,847.98	4,895.26	9,447.05	73.0%
001207 561000 PLUMBING SUPPLIES	2,000	2,000	1,280.10	69.95	.00	719.90	64.0%
001207 562000 STRUCTURAL STEEL & I	750	750	.00	.00	.00	750.00	.0%
001207 565000 PAINT AND PAINTING S	4,000	4,000	1,703.28	340.24	401.76	1,894.96	52.6%
001207 570000 MTR VEHICLE REP. PTS	8,000	8,000	5,589.92	179.24	.00	2,410.08	69.9%
001207 570500 GENERATOR REP. PTS/S	0	0	.00	.00	.00	.00	.0%
001207 575000 COMMUNICATION REPAIR	2,000	2,000	.00	.00	.00	2,000.00	.0%
001207 575500 AGRICLTRL REPAIR PTS	500	500	.00	.00	.00	500.00	.0%
001207 577000 EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
001207 599000 OTHER REPAIR/MAINT.	14,000	14,000	10,336.50	1,127.51	2,250.00	1,413.50	89.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001207 599101 REPR/MAINT SPL-EATON	0	0	.00	.00	.00	.00	.0%
001207 599102 REPR/MAINT SPL-DOWNT	8,000	8,000	.00	.00	.00	8,000.00	.0%
001207 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	121,950	121,950	68,440.96	9,022.79	7,547.02	45,962.02	62.3%

60 PROFESSIONAL SERVICE

001207 601300 DEMOLITION	0	0	.00	.00	.00	.00	.0%
001207 601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
001207 604900 OTHER PROFESSIONAL S	1,000	4,000	3,462.42	199.78	.00	537.58	86.6%
001207 606000 TELEPHONE AND TELEGR	1,600	1,600	596.23	59.57	.00	1,003.77	37.3%
001207 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
001207 612000 FREIGHT	500	500	165.24	.00	.00	334.76	33.0%
001207 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001207 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001207 630000 GAS	0	0	.00	.00	.00	.00	.0%
001207 630500 ELECTRICITY	5,200	5,200	.00	.00	.00	5,200.00	.0%
001207 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
001207 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001207 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001207 638300 GENERATOR R&M	70,000	68,400	65,350.00	.00	.00	3,050.00	95.5%
001207 638400 MOTOR VEHICLE EQ. R&	10,000	8,000	6,697.80	870.00	.00	1,302.20	83.7%
001207 638700 AGRICULTURAL EQ. R&M	0	0	.00	.00	.00	.00	.0%
001207 639000 COMMUNICATION EQ. R&	1,000	500	.00	.00	.00	500.00	.0%
001207 639100 DOWNTOWN LIGHTS R&M	50,000	45,500	40,245.57	.00	164.70	5,089.73	88.8%
001207 639400 DISINFECT./EXTERMINA	500	500	.00	.00	.00	500.00	.0%
001207 639500 REPRS/MAINT-EATON SC	0	0	.00	.00	.00	.00	.0%
001207 639800 TOW IN CHARGES	300	800	700.00	600.00	.00	100.00	87.5%
001207 639900 OTHER REPAIRS AND MA	3,000	2,500	1,469.00	.00	.00	1,031.00	58.8%
001207 640000 LAND RENT	0	0	.00	.00	.00	.00	.0%
001207 642000 MACHINERY RENT	0	3,100	3,000.72	.00	.00	99.28	96.8%
001207 642500 CYLINDER RENT	3,000	3,500	2,869.38	276.52	.00	630.62	82.0%
001207 643000 UNIFORM RENT	3,500	5,500	4,338.55	516.21	.00	1,161.45	78.9%
001207 644900 OTHER RENT	200	200	.00	.00	.00	200.00	.0%
001207 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
001207 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001207 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	149,800	149,800	128,894.91	2,522.08	164.70	20,740.39	86.2%

70 CAPITAL OUTLAY

001207 701000 EASEMENTS	0	0	.00	.00	.00	.00	.0%
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001207 721500 DRAINS	0	0	.00	.00	.00	.00	.0%
001207 729521 PARKHAVEN ARCHWAY	0	0	.00	.00	.00	.00	.0%
001207 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001207 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
001207 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
001207 734500 CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
001207 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001207 737000 PIPE	0	0	.00	.00	.00	.00	.0%
001207 739900 OTHER EQUIPMENT	0	24,000	23,445.00	.00	.00	555.00	97.7%
001207 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001207 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001207 744000 DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	24,000	23,445.00	.00	.00	555.00	97.7%
TOTAL CONSTRUCTION	953,950	977,950	709,014.60	59,009.53	7,711.72	261,223.68	73.3%
001220 SANITATION DIV.							
40 PERSONAL SERVICES							
001220 400000 REGULAR WAGES	1,270,650	1,281,050	875,869.23	77,531.03	.00	405,180.77	68.4%
001220 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001220 430000 OVERTIME	42,000	42,000	13,437.30	1,225.30	.00	28,562.70	32.0%
001220 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001220 460000 STATE RETIREMENT	234,970	236,870	155,132.95	14,097.37	.00	81,737.05	65.5%
001220 470000 F.I.C.A. TAXES	100,500	101,300	66,521.59	5,866.36	.00	34,778.41	65.7%
001220 480000 HOSPITALIZATION INS.	285,600	285,600	172,851.70	13,825.80	.00	112,748.30	60.5%
001220 490000 UNEMPLOYMENT BENEFIT	4,000	4,000	1,641.48	.00	.00	2,358.52	41.0%
001220 491000 WORKMAN'S COMPENSATI	82,850	82,850	.00	.00	.00	82,850.00	.0%
TOTAL PERSONAL SERVICES	2,020,570	2,033,670	1,285,454.25	112,545.86	.00	748,215.75	63.2%
50 SUPPLIES & EXPENSES							
001220 501000 OTHER EXPENDABLE OFF	2,500	2,500	640.37	.00	.00	1,859.63	25.6%
001220 502000 MINOR OFFICE EQUIP/F	2,500	2,500	1,254.57	.00	.00	1,245.43	50.2%
001220 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001220 510000 CLEANING/JANITORIAL	1,700	1,700	1,042.24	.00	.00	657.76	61.3%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001220 511000 HOUSEHOLD SUPPLIES	1,400	1,400	723.80	.00	120.00	556.20	60.3%
001220 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001220 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001220 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001220 513000 CHEMICALS	15,000	21,500	19,827.01	1,678.25	.00	1,672.99	92.2%
001220 525000 GAS AND OIL	12,000	32,000	32,753.35	11,532.62	.00	-753.35	102.4%
001220 525200 NATURAL GAS FUEL	0	0	.00	.00	.00	.00	.0%
001220 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001220 525700 DIESEL FUEL	200,000	220,000	177,914.92	31,328.72	.00	42,085.08	80.9%
001220 525701 DIESEL FUEL-RECYCLIN	0	0	.00	.00	.00	.00	.0%
001220 535500 WEARING APPAREL	1,000	1,000	912.26	468.00	.00	87.74	91.2%
001220 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
001220 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
001220 545000 HAND TOOLS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001220 546000 MINOR EQUIPMENT	8,000	5,000	1,691.15	.00	.00	3,308.85	33.8%
001220 559000 OTHER OPERATING MATL	50,000	44,000	37,852.35	38.74	.00	6,147.65	86.0%
001220 559001 OTHER OPERATING SPLY	14,000	14,000	7,902.40	.00	.00	6,097.60	56.4%
001220 559100 OTHER OPER.MATLS-FUL	8,500	7,000	2,697.68	.00	.00	4,302.32	38.5%
001220 560000 BUILDING MATERIALS &	1,000	1,000	.00	.00	.00	1,000.00	.0%
001220 560500 ELECTRICAL SUPPLIES	1,000	1,000	.00	.00	.00	1,000.00	.0%
001220 561000 PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
001220 562000 STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
001220 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001220 570000 MTR VEHICLE REP. PTS	120,000	243,000	187,361.65	5,078.49	405.53	55,232.82	77.3%
001220 575000 COMMUNICATION REPAIR	500	500	301.50	.00	.00	198.50	60.3%
001220 577000 EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
001220 580000 MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.00	.0%
001220 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	440,100	599,100	472,875.25	50,124.82	525.53	125,699.22	79.0%
60 PROFESSIONAL SERVICE							
001220 601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
001220 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
001220 604900 OTHER PROFESSIONAL S	8,000	8,000	7,515.19	534.65	.00	484.81	93.9%
001220 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001220 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001220 611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
001220 612000 FREIGHT	3,700	3,700	1,715.83	179.29	35.00	1,949.17	47.3%
001220 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001220 615001 ADVERTISING-RECYCLIN	4,000	1,500	.00	.00	.00	1,500.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001220 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001220 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001220 630500 ELECTRICITY	7,000	7,000	4,956.73	.00	.00	2,043.27	70.8%
001220 631500 WATER	0	0	.00	.00	.00	.00	.0%
001220 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
001220 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001220 638000 FIXED EQUIPMENT R&M	1,000	1,000	985.00	.00	.00	15.00	98.5%
001220 638200 MINOR EQUIPMENT R&M	3,200	3,200	2,819.75	.00	.00	380.25	88.1%
001220 638400 MOTOR VEHICLE EQ. R&	150,000	348,000	305,501.39	54,342.53	1,395.00	41,103.61	88.2%
001220 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001220 639400 DISINFECT./EXTERMINA	50	50	675.00	.00	.00	-625.00	1350.0%
001220 639800 TOW IN CHARGES	5,000	5,000	4,900.00	.00	.00	100.00	98.0%
001220 639900 OTHER REPAIRS AND MA	2,500	2,500	.00	.00	.00	2,500.00	.0%
001220 640000 LAND RENT	0	0	.00	.00	.00	.00	.0%
001220 643000 UNIFORM RENT	15,000	17,500	17,488.72	2,517.58	.00	11.28	99.9%
001220 643500 MOP-MAT-RAG RENT	1,500	1,500	1,488.97	.00	.00	11.03	99.3%
001220 688000 TIPPING FEES	1,000,000	990,000	828,833.46	71,036.29	35,000.00	126,166.54	87.3%
001220 688500 TIPPING/DISPOSAL OTH	60,000	60,000	50,267.33	24,017.04	.00	9,732.67	83.8%
001220 688600 HAZARDOUS WASTE GRAN	125,000	125,000	125,000.00	.00	.00	.00	100.0%
001220 689000 RECYCLING FEES	180,000	180,000	177,814.46	7,814.46	1,985.54	200.00	99.9%
001220 699900 SERVICES NOT SPECIFI	1,000	1,000	663.11	.00	.00	336.89	66.3%
TOTAL PROFESSIONAL SERVICE	1,568,950	1,756,950	1,530,624.94	160,441.84	38,415.54	187,909.52	89.3%
70 CAPITAL OUTLAY							
001220 702000 LEASEHOLDS	0	0	.00	.00	.00	.00	.0%
001220 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001220 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001220 734000 PLANT EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001220 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001220 739900 OTHER EQUIPMENT	0	275,000	235,000.00	.00	34,793.00	5,207.00	98.1%
001220 739901 OTHER EQUIPMENT-RECY	0	0	.00	.00	.00	.00	.0%
001220 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001220 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001220 743000 HEAVY TRUCKS	0	0	.00	.00	.00	.00	.0%
001220 746000 SANITATION TRUCKS	0	990,000	.00	.00	330,000.00	660,000.00	33.3%
TOTAL CAPITAL OUTLAY	0	1,265,000	235,000.00	.00	364,793.00	665,207.00	47.4%
TOTAL SANITATION DIV.	4,029,620	5,654,720	3,523,954.44	323,112.52	403,734.07	1,727,031.49	69.5%

001221 STREET CLEANING

40 PERSONAL SERVICES

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001221 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
001221 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001221 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001221 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001221 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001221 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001221 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001221 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001221 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
001221 525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
001221 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001221 525700 DIESEL FUEL	0	0	108.37	.00	.00	-108.37	100.0%
001221 535500 WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
001221 545000 HAND TOOLS	0	0	.00	.00	.00	.00	.0%
001221 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001221 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001221 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001221 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	0	0	108.37	.00	.00	-108.37	100.0%
60 PROFESSIONAL SERVICE							
001221 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001221 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001221 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001221 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001221 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001221 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001221 639800 TOW IN CHARGES	0	0	.00	.00	.00	.00	.0%
001221 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001221 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70 CAPITAL OUTLAY							
001221 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001221 743000 HEAVY TRUCKS	0	0	.00	.00	.00	.00	.0%
001221 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL STREET CLEANING	0	0	108.37	.00	.00	-108.37	100.0%
001250 HEALTH DIVISION							
40 PERSONAL SERVICES							
001250 400000 REGULAR WAGES	927,000	927,000	584,470.01	53,605.88	.00	342,529.99	63.0%
001250 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001250 430000 OVERTIME	28,000	28,000	29,162.20	3,442.46	.00	-1,162.20	104.2%
001250 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001250 460000 STATE RETIREMENT	171,200	171,200	107,057.34	10,211.65	.00	64,142.66	62.5%
001250 470000 F.I.C.A. TAXES	73,060	73,060	46,175.69	4,334.11	.00	26,884.31	63.2%
001250 480000 HOSPITALIZATION INS.	252,000	252,000	126,796.73	10,838.00	.00	125,203.27	50.3%
001250 490000 UNEMPLOYMENT BENEFIT	6,000	6,000	.00	.00	.00	6,000.00	.0%
001250 491000 WORKMAN'S COMPENSATI	24,020	24,020	.00	.00	.00	24,020.00	.0%
TOTAL PERSONAL SERVICES	1,481,280	1,481,280	893,661.97	82,432.10	.00	587,618.03	60.3%
50 SUPPLIES & EXPENSES							
001250 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
001250 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001250 513000 CHEMICALS	40,000	40,000	32,248.61	11,609.98	3,000.00	4,751.39	88.1%
001250 513500 CHEMICALS-MOSQUITO G	0	0	.00	.00	.00	.00	.0%
001250 525000 GAS AND OIL	32,000	32,000	17,848.82	3,204.50	.00	14,151.18	55.8%
001250 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001250 525700 DIESEL FUEL	12,000	12,000	3,224.46	314.10	.00	8,775.54	26.9%
001250 526000 OTHER FUEL	0	0	.00	.00	.00	.00	.0%
001250 535500 WEARING APPAREL	500	500	.00	.00	.00	500.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001250 545000 HAND TOOLS	500	500	.00	.00	.00	500.00	.0%
001250 546000 MINOR EQUIPMENT	1,000	1,000	980.00	.00	.00	20.00	98.0%
001250 546600 HAZ.MAT SUPPLIES	0	0	.00	.00	.00	.00	.0%
001250 559000 OTHER OPERATING MATL	1,000	1,000	659.56	.00	.00	340.44	66.0%
001250 559001 OTHER OPERATING SPLY	0	0	.00	.00	.00	.00	.0%
001250 560500 ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001250 561000 PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
001250 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001250 570000 MTR VEHICLE REP. PTS	9,000	9,000	2,984.13	.00	23.18	5,992.69	33.4%
001250 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
001250 575500 AGRICLTRL REPAIR PTS	38,000	38,000	29,808.80	4,825.35	89.00	8,102.20	78.7%
TOTAL SUPPLIES & EXPENSES	134,000	134,000	87,754.38	19,953.93	3,112.18	43,133.44	67.8%
60 PROFESSIONAL SERVICE							
001250 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001250 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
001250 611100 TRVL EXP-TRAFFIC GRA	0	0	.00	.00	.00	.00	.0%
001250 612000 FREIGHT	200	200	155.00	.00	.00	45.00	77.5%
001250 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001250 620200 PRINTING-GRANT RELAT	0	0	.00	.00	.00	.00	.0%
001250 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001250 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001250 638200 MINOR EQUIPMENT R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001250 638400 MOTOR VEHICLE EQ. R&	1,500	1,500	.00	.00	.00	1,500.00	.0%
001250 638700 AGRICULTURAL EQ. R&M	1,000	1,000	288.50	9.00	.00	711.50	28.9%
001250 639000 COMMUNICATION EQ. R&	500	500	.00	.00	.00	500.00	.0%
001250 639800 TOW IN CHARGES	200	200	70.00	.00	.00	130.00	35.0%
001250 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
001250 684500 REGISTRATION FEE/TUI	1,000	1,000	.00	.00	.00	1,000.00	.0%
001250 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	5,400	5,400	513.50	9.00	.00	4,886.50	9.5%
70 CAPITAL OUTLAY							
001250 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
001250 737700 EQUIP-MOSQUITO GRANT	0	0	.00	.00	.00	.00	.0%
001250 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001250 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001250 744000 DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
001250 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL HEALTH DIVISION	1,620,680	1,620,680	981,929.85	102,395.03	3,112.18	635,637.97	60.8%
001260 ANIMAL CONTROL							
40 PERSONAL SERVICES							
001260 400000 REGULAR WAGES	101,500	101,500	83,263.57	8,358.47	.00	18,236.43	82.0%
001260 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001260 430000 OVERTIME	2,500	2,500	14,389.78	1,225.18	.00	-11,889.78	575.6%
001260 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001260 460000 STATE RETIREMENT	18,700	18,700	17,039.63	1,715.47	.00	1,660.37	91.1%
001260 470000 F.I.C.A. TAXES	8,000	8,000	7,099.03	694.56	.00	900.97	88.7%
001260 480000 HOSPITALIZATION INS.	25,200	25,200	16,836.64	1,804.20	.00	8,363.36	66.8%
001260 490000 UNEMPLOYMENT BENEFIT	2,000	2,000	.00	.00	.00	2,000.00	.0%
001260 491000 WORKMAN'S COMPENSATI	1,300	1,300	.00	.00	.00	1,300.00	.0%
TOTAL PERSONAL SERVICES	159,200	159,200	138,628.65	13,797.88	.00	20,571.35	87.1%
50 SUPPLIES & EXPENSES							
001260 500300 PAPER	0	0	.00	.00	.00	.00	.0%
001260 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001260 501000 OTHER EXPENDABLE OFF	500	559	168.50	.00	.00	390.75	30.1%
001260 502000 MINOR OFFICE EQUIP/F	150	0	.00	.00	.00	.00	.0%
001260 505000 SUBSCRIPTIONS,MAGS,M	150	100	.00	.00	.00	100.00	.0%
001260 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
001260 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001260 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001260 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
001260 511500 FOOD	0	0	.00	.00	.00	.00	.0%
001260 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001260 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001260 525000 GAS AND OIL	6,000	9,200	7,634.33	1,530.50	.00	1,565.67	83.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001260 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001260 535500 WEARING APPAREL	1,500	2,500	954.78	384.91	1,328.78	216.44	91.3%
001260 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
001260 545000 HAND TOOLS	100	100	.00	.00	.00	100.00	.0%
001260 546000 MINOR EQUIPMENT	1,000	141	.00	.00	140.75	.00	100.0%
001260 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001260 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
001260 560500 ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001260 561000 PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
001260 562000 STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
001260 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
001260 570000 MTR VEHICLE REP. PTS	1,500	1,500	899.00	.00	.00	601.00	59.9%
001260 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
001260 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	10,900	14,100	9,656.61	1,915.41	1,469.53	2,973.86	78.9%
60 PROFESSIONAL SERVICE							
001260 603000 VETERINARIAN	1,000	1,000	.00	.00	.00	1,000.00	.0%
001260 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
001260 606000 TELEPHONE AND TELEGR	250	250	.00	.00	.00	250.00	.0%
001260 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001260 611000 TRAVEL EXPENSE	950	950	.00	.00	.00	950.00	.0%
001260 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
001260 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
001260 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001260 620000 PRINTING	200	200	.00	.00	.00	200.00	.0%
001260 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001260 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001260 635500 ELECTRICAL R&M	0	0	.00	.00	.00	.00	.0%
001260 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
001260 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001260 637000 HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001260 638000 FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001260 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001260 638400 MOTOR VEHICLE EQ. R&	1,400	1,400	135.00	.00	.00	1,265.00	9.6%
001260 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001260 639200 CLEANING AND PAINTIN	0	0	.00	.00	.00	.00	.0%
001260 639400 DISINFECT./EXTERMINA	0	0	.00	.00	.00	.00	.0%
001260 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001260 639800 TOW IN CHARGES	100	100	.00	.00	.00	100.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001260 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
001260 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
001260 684000 DUES AND MEMBERSHIPS	150	150	150.00	.00	.00	.00	100.0%
001260 684500 REGISTRATION FEE/TUI	1,500	1,500	.00	.00	.00	1,500.00	.0%
001260 699900 SERVICES NOT SPECIFI	180,000	317,000	277,384.67	1,313.98	.00	39,615.33	87.5%
TOTAL PROFESSIONAL SERVICE	185,550	322,550	277,669.67	1,313.98	.00	44,880.33	86.1%
70 CAPITAL OUTLAY							
001260 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
001260 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001260 732700 DATA PROCESSING EQUI	0	2,550	.00	.00	.00	2,550.00	.0%
001260 735500 COMMUNICATION EQUIPM	0	11,258	.00	.00	.00	11,258.00	.0%
001260 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001260 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001260 742000 PICK UP TRUCKS	0	42,742	41,078.00	675.00	868.00	796.00	98.1%
TOTAL CAPITAL OUTLAY	0	56,550	41,078.00	675.00	868.00	14,604.00	74.2%
TOTAL ANIMAL CONTROL	355,650	552,400	467,032.93	17,702.27	2,337.53	83,029.54	85.0%
001280 HUMAN/SOC.ASST							
60 PROFESSIONAL SERVICE							
001280 604900 OTHER PROFESSIONAL S	0	45,000	34,760.00	34,760.00	2,887.50	7,352.50	83.7%
001280 625000 FIRE & EXTENDED COVE	0	0	.00	.00	.00	.00	.0%
001280 682007 DOMESTIC ABUSE FAMIL	3,500	3,500	.00	.00	.00	3,500.00	.0%
001280 682022 RAILS TO TRAILS	120,000	120,000	120,000.00	120,000.00	.00	.00	100.0%
001280 682023 CTR FOR CHILD ABUSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
001280 682037 H'BURG DOWNTOWN ASSN	50,000	50,000	.00	.00	.00	50,000.00	.0%
001280 682038 USM CONTRIBUTIONS -	60,000	60,000	60,000.00	.00	.00	.00	100.0%
001280 682041 HBURG PUB SCH/PASSTH	0	0	.00	.00	.00	.00	.0%
001280 682044 HATTIESBURG ARTS CEN	0	0	.00	.00	.00	.00	.0%
001280 682046 PRC-MY BEST PROGRAM	0	0	.00	.00	.00	.00	.0%
001280 682047 R3SM	25,000	25,000	.00	.00	.00	25,000.00	.0%
001280 682048 SUMMER JOB INTERNSHI	0	0	.00	.00	.00	.00	.0%
001280 682099 UNALLOCATED CONTRIBU	50,000	5,000	5,000.00	.00	.00	.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PROFESSIONAL SERVICE	313,500	313,500	219,760.00	154,760.00	2,887.50	90,852.50	71.0%
TOTAL HUMAN/SOC.ASST	313,500	313,500	219,760.00	154,760.00	2,887.50	90,852.50	71.0%
001402 ECONOMIC DEV.							
001402 723031 PCS ROADWAY IMPROVEM	0	15,000	6,848.35	.00	.00	8,151.65	45.7%
001402 729524 TIMBERTON PARK-FEMA	0	2,908,404	221,128.86	221,128.86	.00	2,687,275.14	7.6%
TOTAL UNDEFINED CHAR	0	2,923,404	227,977.21	221,128.86	.00	2,695,426.79	7.8%
60 PROFESSIONAL SERVICE							
001402 604900 OTHER PROFESSIONAL S	0	5,192,496	1,572,460.91	176,603.36	14,058.00	3,605,977.09	30.6%
001402 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
001402 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001402 636031 RIVER AVE/BUSHMAN SI	0	0	.00	.00	.00	.00	.0%
001402 636032 34TH AVE SIDEWALKS	0	0	.00	.00	.00	.00	.0%
001402 636033 4th ST SIDEWALK REPA	0	0	.00	.00	.00	.00	.0%
001402 636034 ARCADIA SUNSET LIGHT	0	0	.00	.00	.00	.00	.0%
001402 636035 STAMPED CROSSWALKS	0	0	.00	.00	.00	.00	.0%
001402 682001 FCIPC/AREA DEV. PRTN	0	325,000	325,000.00	81,250.00	.00	.00	100.0%
001402 682037 H'BURG DOWNTOWN ASSN	0	154,000	98,000.00	.00	.00	56,000.00	63.6%
TOTAL PROFESSIONAL SERVICE	0	5,671,496	1,995,460.91	257,853.36	14,058.00	3,661,977.09	35.4%
70 CAPITAL OUTLAY							
001402 715007 PUBLIC SAFETY COMPLE	0	0	.00	.00	.00	.00	.0%
001402 7150CS CSI LAB EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001402 7150EX UNCLASSIFIED EVACUAT	0	0	.00	.00	.00	.00	.0%
001402 7150LP LIGHTING PROTECTION	9,998	0	.00	.00	.00	.00	.0%
001402 7150MC MECHANICAL SYSTEM CO	18,400	0	.00	.00	.00	.00	.0%
001402 7150MS MECHANICAL SHELIVING	0	0	.00	.00	.00	.00	.0%
001402 7150MT MATERIALS TESTING	0	0	.00	.00	.00	.00	.0%
001402 7150PL PARKING LOT CONSTUCT	0	0	.00	.00	.00	.00	.0%
001402 7150SE SERVICE ELEVATOR	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001402 7150SS SMOKE EVACUATION SYS	5,750	0	.00	.00	.00	.00	.0%
001402 7150ST QUINN ST SPEED TABLE	0	0	.00	.00	.00	.00	.0%
001402 722502 KOMP BUILDING SIDEWA	0	0	.00	.00	.00	.00	.0%
001402 723030 HARDY ST PAVING	0	0	.00	.00	.00	.00	.0%
001402 729543 RIVER DISTRICT	50,000	50,000	.00	.00	.00	50,000.00	.0%
001402 729551 HWY11 VETERANS BLVD	0	234,148	127,162.87	109,337.76	.00	106,985.13	54.3%
001402 741500 TROLLEYS	0	0	.00	.00	.00	.00	.0%
001402 790100 MISCELLANEOUS CAP PRO	0	2,493,096	900,003.39	138,665.80	87,787.18	1,505,305.43	39.6%
TOTAL CAPITAL OUTLAY	84,148	2,777,244	1,027,166.26	248,003.56	87,787.18	1,662,290.56	40.1%
TOTAL ECONOMIC DEV.	84,148	11,372,144	3,250,604.38	726,985.78	101,845.18	8,019,694.44	29.5%

001460 CAPITAL LEASES

80 DEBT SERVICE

001460 822301 MDB-DEPOT PROJ	0	0	.00	.00	.00	.00	.0%
001460 822302 MDB-WTR/SWR LINES	0	0	.00	.00	.00	.00	.0%
001460 822303 MDB-HPD RENOVATION	0	0	.00	.00	.00	.00	.0%
001460 822304 MDB-592 PROG 2001A P	0	0	.00	.00	.00	.00	.0%
001460 822305 MDB-FIRE STA #1	0	0	.00	.00	.00	.00	.0%
001460 822306 MDB-CHURCH PROJ	22,000	22,000	17,969.30	1,796.93	.00	4,030.70	81.7%
001460 822307 MDB-4TH ST WIDENING	0	0	.00	.00	.00	.00	.0%
001460 822308 MDB-CHAIN PARK	0	0	.00	.00	.00	.00	.0%
001460 822309 MDB-HUB CITY LOFTS	0	0	.00	.00	.00	.00	.0%
001460 833301 MDB-DEPOT PROJ	0	0	.00	.00	.00	.00	.0%
001460 833302 MDB-WTR/SWR LINES	0	0	.00	.00	.00	.00	.0%
001460 833303 MDB-HPD RENOVATION	0	0	.00	.00	.00	.00	.0%
001460 833304 MDB-592 PROG 2001A P	0	0	.00	.00	.00	.00	.0%
001460 833305 MDB-FIRE STA #1	0	0	.00	.00	.00	.00	.0%
001460 833306 MDB-CHURCH PROJ	3,000	3,000	3,212.29	293.89	.00	-212.29	107.1%
001460 833307 MDB-4TH ST WIDENING	0	0	.00	.00	.00	.00	.0%
001460 833308 MDB-CHAIN PARK	0	0	.00	.00	.00	.00	.0%
001460 833309 MDB-HUB CITY LOFTS	0	0	.00	.00	.00	.00	.0%
001460 840100 LEASE ISSUES	3,000	3,000	3,000.00	.00	.00	.00	100.0%
001460 851000 COMPUTER LEASE-INFO.	0	0	.00	.00	.00	.00	.0%
001460 851100 COMPUTER LEASE-POLIC	0	0	.00	.00	.00	.00	.0%
001460 851200 TRACTOR LEASE '11	0	0	.00	.00	.00	.00	.0%
001460 851300 EMER GENERATORS LEAS	0	0	.00	.00	.00	.00	.0%
001460 851400 BACKHOE LEASE '11	0	0	.00	.00	.00	.00	.0%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001460	851500	BUILDING LEASE	101,000	101,000	101,000.00	.00	.00	.00	100.0%
001460	851600	PUBLIC SAFETY COMPLE	230,000	230,000	230,000.00	.00	.00	.00	100.0%
001460	851900	ENERGY PERFORMANCE I	469,778	469,778	469,777.99	236,391.42	.00	.01	100.0%
001460	852000	SANITATION TRUCKS LE	0	0	.00	.00	.00	.00	.0%
001460	852100	SANITATION CANS LEAS	0	0	.00	.00	.00	.00	.0%
001460	852300	SPECIAL TRUCKS LEASE	0	0	.00	.00	.00	.00	.0%
001460	852500	DUMP TRUCK LEASE	0	0	.00	.00	.00	.00	.0%
001460	853100	DOWNTOWN LIGHTING	0	0	.00	.00	.00	.00	.0%
001460	861000	COMPUTER LEASE-INFO	0	0	.00	.00	.00	.00	.0%
001460	861100	COMPUTER LEASE-POLIC	0	0	.00	.00	.00	.00	.0%
001460	861200	TRACTOR LEASE '11	0	0	.00	.00	.00	.00	.0%
001460	861300	EMER GENERATORS LEAS	0	0	.00	.00	.00	.00	.0%
001460	861400	BACKHOE LEASE '11	0	0	.00	.00	.00	.00	.0%
001460	861500	BUILDING LEASE	4,636	4,636	3,131.20	.00	.00	1,504.80	67.5%
001460	861600	PUBLIC SAFETY COMPLE	178,700	178,700	175,916.96	.00	.00	2,783.04	98.4%
001460	861900	ENERGY PERFORMANCE I	133,089	133,089	133,088.01	65,041.58	.00	.99	100.0%
001460	862000	SANITATION TRUCKS LE	0	0	.00	.00	.00	.00	.0%
001460	862100	SANITATION CANS LEAS	0	0	.00	.00	.00	.00	.0%
001460	862300	SPECIAL TRUCKS LEASE	0	0	.00	.00	.00	.00	.0%
001460	862500	DUMP TRUCK LEASE	0	0	.00	.00	.00	.00	.0%
TOTAL DEBT SERVICE			1,145,203	1,145,203	1,137,095.75	303,523.82	.00	8,107.25	99.3%
TOTAL CAPITAL LEASES			1,145,203	1,145,203	1,137,095.75	303,523.82	.00	8,107.25	99.3%

001500 TRANSFERS

90 TRANSFERS

001500	900002	T/T PARKS & RECREATI	2,654,176	3,977,176	3,867,176.00	.00	.00	110,000.00	97.2%
001500	900005	T/T 2013 W&S BOND CO	0	0	.00	.00	.00	.00	.0%
001500	900008	T/T SPECIAL STREET	0	0	.00	.00	.00	.00	.0%
001500	900013	T/T CITY B & I	0	0	.00	.00	.00	.00	.0%
001500	900018	T/T POL/FIRE DIS./RE	0	0	.00	.00	.00	.00	.0%
001500	900022	T/T 2003 TIF B&I-CHA	0	0	.00	.00	.00	.00	.0%
001500	900039	T/T AIRPORT IMPROVEM	250,000	250,000	250,000.00	.00	.00	.00	100.0%
001500	900052	T/T 2019 TIF B&I-ELA	68,840	68,840	68,840.00	.00	.00	.00	100.0%
001500	900072	T/T MUN.ROAD & BRIDG	0	0	.00	.00	.00	.00	.0%
001500	900073	T/T MASS TRANSIT OPE	445,000	445,000	445,000.00	.00	.00	.00	100.0%
001500	900075	T/T W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
001500	900077	T/T COMMUNITY CENTER	850,000	1,076,000	1,046,000.00	.00	.00	30,000.00	97.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001500 900082 T/T COMMUNITY DEVELO	36,000	36,000	36,000.00	.00	.00	.00	100.0%
001500 900095 T/T '19 FIRE STATION	0	0	.00	.00	.00	.00	.0%
001500 900096 T/T MDB CAPITAL PROJ	0	0	.00	.00	.00	.00	.0%
001500 900098 T/T KPZ CAPITAL	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS	4,304,016	5,853,016	5,713,016.00	.00	.00	140,000.00	97.6%
TOTAL TRANSFERS	4,304,016	5,853,016	5,713,016.00	.00	.00	140,000.00	97.6%

001551 AIRPORT DIV.

40 PERSONAL SERVICES

001551 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
001551 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001551 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
001551 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001551 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001551 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
001551 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001551 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
001551 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%

50 SUPPLIES & EXPENSES

001551 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001551 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001551 525000 GAS AND OIL	5,500	5,500	2,719.15	566.48	.00	2,780.85	49.4%
001551 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001551 525700 DIESEL FUEL	800	800	.00	.00	.00	800.00	.0%
001551 540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
001551 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
001551 541500 SAND, CLAY, GRVL, FILL	0	0	.00	.00	.00	.00	.0%
001551 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
001551 545000 HAND TOOLS	0	0	.00	.00	.00	.00	.0%
001551 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001551 559000 OTHER OPERATING MATL	2,400	2,400	.00	.00	.00	2,400.00	.0%

EXPENDITURE REPORT

FOR 2024 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001551	560000	BUILDING MATERIALS &	2,250	2,250	1,141.43	.00	.00	1,108.57	50.7%
001551	560500	ELECTRICAL SUPPLIES	4,000	4,000	1,949.87	.00	.00	2,050.13	48.7%
001551	561000	PLUMBING SUPPLIES	700	700	.00	.00	.00	700.00	.0%
001551	562000	STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
001551	565000	PAINT AND PAINTING S	1,000	1,000	.00	.00	.00	1,000.00	.0%
001551	570000	MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
001551	575000	COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
001551	575500	AGRICLTR REPAIR PTS	1,000	1,000	.00	.00	.00	1,000.00	.0%
001551	577000	EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
001551	599000	OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES			17,650	17,650	5,810.45	566.48	.00	11,839.55	32.9%
60 PROFESSIONAL SERVICE									
001551	601700	APPRAISAL	0	0	.00	.00	.00	.00	.0%
001551	604900	OTHER PROFESSIONAL S	9,500	9,500	.00	.00	.00	9,500.00	.0%
001551	606000	TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001551	611000	TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
001551	615000	ADVERTISING	0	0	.00	.00	.00	.00	.0%
001551	620000	PRINTING	0	0	.00	.00	.00	.00	.0%
001551	625000	FIRE & EXTENDED COVE	0	0	.00	.00	.00	.00	.0%
001551	625500	PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001551	626000	BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
001551	626500	AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001551	630000	GAS	2,500	2,500	336.46	38.09	.00	2,163.54	13.5%
001551	630500	ELECTRICITY	17,000	17,000	12,631.23	.00	.00	4,368.77	74.3%
001551	631500	WATER	0	0	.00	.00	.00	.00	.0%
001551	635000	BUILDING R&M	5,500	5,000	.00	.00	.00	5,000.00	.0%
001551	636000	STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
001551	638000	FIXED EQUIPMENT R&M	2,000	2,000	.00	.00	.00	2,000.00	.0%
001551	638200	MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001551	638300	GENERATOR R&M	0	0	.00	.00	.00	.00	.0%
001551	638400	MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
001551	638600	CONSTRUCTION EQUIP R	0	0	.00	.00	.00	.00	.0%
001551	638700	AGRICULTURAL EQ. R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
001551	639000	COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001551	639400	DISINFECT./EXTERMINA	800	800	480.00	90.00	.00	320.00	60.0%
001551	639900	OTHER REPAIRS AND MA	1,500	1,500	.00	.00	.00	1,500.00	.0%
001551	640000	LAND RENT	0	0	.00	.00	.00	.00	.0%
001551	642500	CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
001551	643000	UNIFORM RENT	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001551 644900 OTHER RENT	750	750	.00	.00	.00	750.00	.0%
001551 684000 DUES AND MEMBERSHIPS	0	500	500.00	.00	.00	.00	100.0%
001551 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
001551 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	40,550	40,550	13,947.69	128.09	.00	26,602.31	34.4%
70 CAPITAL OUTLAY							
001551 702000 LEASEHOLDS	0	0	.00	.00	.00	.00	.0%
001551 721500 DRAINS	0	0	.00	.00	.00	.00	.0%
001551 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001551 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
001551 734500 CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
001551 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
001551 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001551 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001551 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL AIRPORT DIV.	58,200	58,200	19,758.14	694.57	.00	38,441.86	33.9%
001553 CEMETERY DIV							
40 PERSONAL SERVICES							
001553 400000 REGULAR WAGES	578,500	568,180	391,863.52	38,074.21	.00	176,316.48	69.0%
001553 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001553 430000 OVERTIME	31,000	31,000	39,593.47	3,300.66	.00	-8,593.47	127.7%
001553 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001553 460000 STATE RETIREMENT	109,200	107,350	74,992.43	7,237.42	.00	32,357.57	69.9%
001553 470000 F.I.C.A. TAXES	46,700	45,910	32,356.44	3,091.35	.00	13,553.56	70.5%
001553 480000 HOSPITALIZATION INS.	134,400	134,400	86,118.09	7,818.20	.00	48,281.91	64.1%
001553 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
001553 491000 WORKMAN'S COMPENSATI	18,400	18,400	.00	.00	.00	18,400.00	.0%
TOTAL PERSONAL SERVICES	919,200	906,240	624,923.95	59,521.84	.00	281,316.05	69.0%
50 SUPPLIES & EXPENSES							
001553 500300 PAPER	200	200	.00	.00	.00	200.00	.0%

EXPENDITURE REPORT

FOR 2024 10

			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001553	500500	PRINTED FORMS	300	100	.00	.00	.00	100.00	.0%
001553	501000	OTHER EXPENDABLE OFF	1,600	1,600	1,394.46	123.85	.00	205.54	87.2%
001553	502000	MINOR OFFICE EQUIP/F	900	900	803.16	75.24	.00	96.84	89.2%
001553	503200	PUBLIC EDUCATION MAT	0	0	.00	.00	.00	.00	.0%
001553	505000	SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
001553	507000	BOOKS	0	0	.00	.00	.00	.00	.0%
001553	510000	CLEANING/JANITORIAL	1,500	1,500	987.44	.00	146.48	366.08	75.6%
001553	511100	SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
001553	511500	FOOD	0	0	.00	.00	.00	.00	.0%
001553	512000	MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001553	513000	CHEMICALS	1,500	1,500	260.00	.00	.00	1,240.00	17.3%
001553	525000	GAS AND OIL	16,000	16,000	13,775.24	3,968.18	.00	2,224.76	86.1%
001553	525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
001553	525700	DIESEL FUEL	14,000	14,000	11,501.67	1,637.36	.00	2,498.33	82.2%
001553	535500	WEARING APPAREL	2,000	2,000	1,947.60	.00	.00	52.40	97.4%
001553	540000	ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
001553	540500	CONCRETE, CEMENT, ET	400	400	80.04	.00	.00	319.96	20.0%
001553	541500	SAND,CLAY,GRVL,FILL	4,000	4,000	3,900.00	.00	.00	100.00	97.5%
001553	542000	DRAINAGE PIPE & CULV	0	0	.00	.00	.00	.00	.0%
001553	544000	HORT./LANDSCAPING SP	5,000	5,000	2,888.84	.00	1,200.00	911.16	81.8%
001553	545000	HAND TOOLS	800	800	1,097.07	.00	.00	-297.07	137.1%
001553	546000	MINOR EQUIPMENT	4,300	4,100	3,779.70	306.83	319.51	.79	100.0%
001553	549500	PUMPING EQUIPMENT PA	0	0	.00	.00	.00	.00	.0%
001553	554500	TRAFFIC SIGNS	0	0	.00	.00	.00	.00	.0%
001553	559000	OTHER OPERATING MATL	500	700	642.31	.00	.00	57.69	91.8%
001553	560000	BUILDING MATERIALS &	800	700	479.78	6.00	.00	220.22	68.5%
001553	560500	ELECTRICAL SUPPLIES	500	250	.00	.00	.00	250.00	.0%
001553	561000	PLUMBING SUPPLIES	500	500	340.02	72.84	.00	159.98	68.0%
001553	562000	STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
001553	565000	PAINT AND PAINTING S	0	300	222.42	.00	.00	77.58	74.1%
001553	570000	MTR VEHICLE REP. PTS	16,000	14,000	10,938.31	1,402.95	774.12	2,287.57	83.7%
001553	575000	COMMUNICATION REPAIR	100	100	21.32	21.32	.00	78.68	21.3%
001553	575500	AGRICLTRL REPAIR PTS	10,000	12,250	11,772.39	128.13	281.24	196.37	98.4%
001553	577000	EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
001553	599000	OTHER REPAIR/MAINT.	200	200	102.79	.00	.00	97.21	51.4%
001553	599500	DISASTER REPAIR SUPP	1,250	1,250	.00	.00	.00	1,250.00	.0%
TOTAL SUPPLIES & EXPENSES			82,350	82,350	66,934.56	7,742.70	2,721.35	12,694.09	84.6%

60 PROFESSIONAL SERVICE

001553	601500	ENGINEERING	0	0	.00	.00	.00	.00	.0%
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001553 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
001553 602700 MEDICAL	0	0	.00	.00	.00	.00	.0%
001553 604900 OTHER PROFESSIONAL S	3,800	9,400	7,545.54	1,403.34	.00	1,854.46	80.3%
001553 606000 TELEPHONE AND TELEGR	1,800	3,100	2,171.79	58.57	.00	928.21	70.1%
001553 611000 TRAVEL EXPENSE	900	953	355.00	.00	.00	598.00	37.3%
001553 612000 FREIGHT	575	575	190.55	.00	.00	384.45	33.1%
001553 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
001553 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
001553 625000 FIRE & EXTENDED COVE	0	0	.00	.00	.00	.00	.0%
001553 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001553 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001553 630000 GAS	1,000	1,700	1,548.90	20.41	.00	151.10	91.1%
001553 630500 ELECTRICITY	7,126	7,126	7,359.79	901.49	.00	-233.79	103.3%
001553 631500 WATER	0	0	.00	.00	.00	.00	.0%
001553 635000 BUILDING R&M	1,400	1,000	115.00	115.00	.00	885.00	11.5%
001553 635500 ELECTRICAL R&M	0	0	.00	.00	.00	.00	.0%
001553 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
001553 636000 STREETS & STRUCTURES	2,000	2,000	.00	.00	.00	2,000.00	.0%
001553 636500 OFFICE EQUIPMENT R&M	1,000	200	.00	.00	143.93	56.07	72.0%
001553 638000 FIXED EQUIPMENT R&M	3,000	3,000	78.96	.00	189.02	2,732.02	8.9%
001553 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
001553 638400 MOTOR VEHICLE EQ. R&	19,000	19,000	7,328.32	.00	.00	11,671.68	38.6%
001553 638600 CONSTRUCTION EQUIP R	9,500	2,000	.00	.00	.00	2,000.00	.0%
001553 638700 AGRICULTURAL EQ. R&M	700	2,200	1,702.85	320.85	.00	497.15	77.4%
001553 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
001553 639200 CLEANING AND PAINTIN	0	0	.00	.00	.00	.00	.0%
001553 639400 DISINFECT./EXTERMINA	1,000	1,000	455.00	.00	.00	545.00	45.5%
001553 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
001553 639800 TOW IN CHARGES	550	550	375.00	.00	.00	175.00	68.2%
001553 639900 OTHER REPAIRS AND MA	1,500	1,500	385.00	.00	.00	1,115.00	25.7%
001553 642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
001553 642500 CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
001553 643000 UNIFORM RENT	3,500	6,100	5,877.04	1,297.03	.00	222.96	96.3%
001553 643500 MOP-MAT-RAG RENT	1,350	2,000	1,505.62	266.96	.00	494.38	75.3%
001553 681800 THEFT LOSS	10	10	.00	.00	.00	10.00	.0%
001553 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
001553 684000 DUES AND MEMBERSHIPS	240	240	135.00	.00	.00	105.00	56.3%
001553 684500 REGISTRATION FEE/TUI	350	200	175.00	.00	.00	25.00	87.5%
001553 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	60,301	63,854	37,304.36	4,383.65	332.95	26,216.69	58.9%

70 CAPITAL OUTLAY

001553 700000 LAND	5,000	5,000	3,675.00	700.00	.00	1,325.00	73.5%
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001553 704500 SITE IMPROVEMENT	5,000	5,000	4,360.00	980.00	.00	640.00	87.2%
001553 710000 BUILDINGS	0	0	.00	.00	.00	.00	.0%
001553 721200 FENCES/RAILINGS	10,000	10,000	.00	.00	3,978.00	6,022.00	39.8%
001553 721500 DRAINS	0	0	.00	.00	.00	.00	.0%
001553 723000 STREETS & ROADWAYS	15,000	15,000	.00	.00	.00	15,000.00	.0%
001553 725000 LANDSCAPING	4,000	4,000	.00	.00	.00	4,000.00	.0%
001553 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
001553 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001553 732800 SOFTWARE	0	18,200	.00	.00	18,200.00	.00	100.0%
001553 733500 AGRICULTURAL EQUIPME	20,000	20,000	7,399.00	.00	.00	12,601.00	37.0%
001553 734500 CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
001553 735500 COMMUNICATION EQUIPM	1,500	1,500	.00	.00	.00	1,500.00	.0%
001553 737000 PIPE	0	0	.00	.00	.00	.00	.0%
001553 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001553 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
001553 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
001553 744000 DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	60,500	78,700	15,434.00	1,680.00	22,178.00	41,088.00	47.8%
TOTAL CEMETERY DIV	1,122,351	1,131,144	744,596.87	73,328.19	25,232.30	361,314.83	68.1%
001560 PARKING OPER.							
40 PERSONAL SERVICES							
001560 400000 REGULAR WAGES	43,700	43,700	22,140.00	1,872.00	.00	21,560.00	50.7%
001560 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
001560 430000 OVERTIME	1,000	1,000	.00	.00	.00	1,000.00	.0%
001560 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
001560 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
001560 470000 F.I.C.A. TAXES	3,500	3,500	1,693.71	143.21	.00	1,806.29	48.4%
001560 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
001560 490000 UNEMPLOYMENT BENEFIT	2,500	2,500	.00	.00	.00	2,500.00	.0%
001560 491000 WORKMAN'S COMPENSATI	3,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL PERSONAL SERVICES	53,700	53,700	23,833.71	2,015.21	.00	29,866.29	44.4%
50 SUPPLIES & EXPENSES							
001560 500300 PAPER	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001560 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
001560 501000 OTHER EXPENDABLE OFF	400	400	.00	.00	.00	400.00	.0%
001560 502000 MINOR OFFICE EQUIP/F	400	400	.00	.00	.00	400.00	.0%
001560 508000 COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
001560 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
001560 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
001560 525000 GAS AND OIL	250	250	.00	.00	.00	250.00	.0%
001560 535500 WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
001560 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
001560 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
001560 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
001560 560500 ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
001560 565000 PAINT AND PAINTING S	1,000	1,000	.00	.00	.00	1,000.00	.0%
001560 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	2,050	2,050	.00	.00	.00	2,050.00	.0%

60 PROFESSIONAL SERVICE

001560 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
001560 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
001560 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
001560 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
001560 630500 ELECTRICITY	15,000	15,000	12,391.71	1,174.08	.00	2,608.29	82.6%
001560 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
001560 635500 ELECTRICAL R&M	0	0	.00	.00	.00	.00	.0%
001560 635700 PLUMBING EQUIPMENT R	100	100	.00	.00	.00	100.00	.0%
001560 636500 OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
001560 638000 FIXED EQUIPMENT R&M	7,000	7,000	.00	.00	.00	7,000.00	.0%
001560 638400 MOTOR VEHICLE EQ. R&	500	500	.00	.00	.00	500.00	.0%
001560 639600 SIGN PAINTING	150	150	.00	.00	.00	150.00	.0%
001560 639800 TOW IN CHARGES	0	0	.00	.00	.00	.00	.0%
001560 639900 OTHER REPAIRS AND MA	6,000	5,300	.00	.00	.00	5,300.00	.0%
001560 640200 PARKING GARAGE/LOT R	25,000	45,700	45,396.61	2,489.82	.00	303.39	99.3%
001560 644900 OTHER RENT	100	100	.00	.00	.00	100.00	.0%
TOTAL PROFESSIONAL SERVICE	54,350	74,350	57,788.32	3,663.90	.00	16,561.68	77.7%

70 CAPITAL OUTLAY

001560 700000 LAND	0	0	.00	.00	.00	.00	.0%
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001560 702000 LEASEHOLDS	0	0	.00	.00	.00	.00	.0%
001560 721200 FENCES/RAILINGS	0	0	.00	.00	.00	.00	.0%
001560 722701 PARKING LOTS-GENERAL	0	0	.00	.00	.00	.00	.0%
001560 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
001560 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL PARKING OPER.	110,100	130,100	81,622.03	5,679.11	.00	48,477.97	62.7%
TOTAL General Fund	63,076,990	81,016,187	55,825,999.48	5,539,487.18	1,208,085.40	23,982,102.19	70.4%
TOTAL EXPENSES	63,076,990	81,016,187	55,825,999.48	5,539,487.18	1,208,085.40	23,982,102.19	
002 PARKS & RECREATION FUND							
002300 PKS/REC-RECREATION MAINT. DIV.							
40 PERSONAL SERVICES							
002300 400000 REGULAR WAGES	1,238,750	1,238,750	926,366.08	93,414.46	.00	312,383.92	74.8%
002300 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
002300 430000 OVERTIME	40,000	40,000	66,743.73	12,677.50	.00	-26,743.73	166.9%
002300 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
002300 460000 STATE RETIREMENT	215,000	215,000	168,434.00	17,674.74	.00	46,566.00	78.3%
002300 470000 F.I.C.A. TAXES	96,447	96,447	74,653.33	7,983.78	.00	21,793.67	77.4%
002300 480000 HOSPITALIZATION INS.	277,200	277,200	183,298.02	19,257.60	.00	93,901.98	66.1%
002300 490000 UNEMPLOYMENT BENEFIT	6,000	6,000	.00	.00	.00	6,000.00	.0%
002300 491000 WORKMAN'S COMPENSATI	33,000	33,000	.00	.00	.00	33,000.00	.0%
TOTAL PERSONAL SERVICES	1,906,397	1,906,397	1,419,495.16	151,008.08	.00	486,901.84	74.5%
50 SUPPLIES & EXPENSES							
002300 500300 PAPER	0	0	.00	.00	.00	.00	.0%
002300 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
002300 501000 OTHER EXPENDABLE OFF	3,300	2,500	2,321.74	947.65	.00	178.26	92.9%
002300 502000 MINOR OFFICE EQUIP/F	2,000	0	.00	.00	.00	.00	.0%
002300 507000 BOOKS	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002300	508000	COMPUTER SUPPLIES	0	0	.00	.00	.00	.0%
002300	510000	CLEANING/JANITORIAL	21,000	27,600	26,808.33	3,654.54	376.36	415.31 98.5%
002300	511100	SUPPLIES - COVID 19	0	0	.00	.00	.00	.0%
002300	512000	MEDICAL SUPPLIES	0	0	.00	.00	.00	.0%
002300	513000	CHEMICALS	21,000	56,618	39,507.04	3,404.51	5,161.44	11,949.52 78.9%
002300	525000	GAS AND OIL	56,000	109,913	97,998.51	22,284.14	.00	11,914.40 89.2%
002300	525500	LUBRICANTS	6,000	5,123	2,499.48	.00	.00	2,623.52 48.8%
002300	525700	DIESEL FUEL	1,000	1,000	1,501.55	658.32	.00	-501.55 150.2%
002300	535500	WEARING APPAREL	3,000	4,822	4,819.99	732.75	.00	2.01 100.0%
002300	540000	ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.0%
002300	540500	CONCRETE, CEMENT, ET	1,000	1,000	.00	.00	.00	1,000.00 .0%
002300	541500	SAND,CLAY,GRVL,FILL	10,000	25,619	18,081.43	8,955.00	.00	7,537.65 70.6%
002300	544000	HORT./LANDSCAPING SP	42,000	42,000	41,553.29	.00	.00	446.71 98.9%
002300	545000	HAND TOOLS	0	0	.00	.00	.00	.0%
002300	546000	MINOR EQUIPMENT	5,300	5,950	5,016.02	910.90	924.74	9.16 99.8%
002300	551000	RECREATIONAL SUPPLIE	35,000	43,940	35,430.08	2,247.04	8,422.72	87.20 99.8%
002300	559000	OTHER OPERATING MATL	6,000	6,000	5,327.47	917.51	355.80	316.73 94.7%
002300	560000	BUILDING MATERIALS &	19,500	10,310	4,349.17	811.56	5,921.28	39.55 99.6%
002300	560500	ELECTRICAL SUPPLIES	17,000	5,865	3,525.83	.00	.00	2,339.17 60.1%
002300	561000	PLUMBING SUPPLIES	7,000	10,980	7,852.37	1,154.99	602.21	2,525.42 77.0%
002300	562000	STRUCTURAL STEEL & I	500	0	.00	.00	.00	.0%
002300	565000	PAINT AND PAINTING S	24,000	24,190	24,183.76	.00	.00	6.24 100.0%
002300	570000	MTR VEHICLE REP. PTS	30,000	51,267	40,248.52	12,339.61	6,935.27	4,083.30 92.0%
002300	575000	COMMUNICATION REPAIR	1,700	581	90.00	.00	.00	491.00 15.5%
002300	575500	AGRICLTRL REPAIR PTS	30,000	30,000	29,588.12	15.96	.00	411.88 98.6%
002300	599000	OTHER REPAIR/MAINT.	1,500	1,500	570.74	.00	865.21	64.05 95.7%
002300	599500	DISASTER REPAIR SUPP	0	0	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES		343,800	466,778	391,273.44	59,034.48	29,565.03	45,939.53	90.2%
60 PROFESSIONAL SERVICE								
002300	602000	CONSULTANT SERV/SURV	21,904	52,904	7,116.98	7,116.98	.00	45,787.02 13.5%
002300	604900	OTHER PROFESSIONAL S	26,947	32,072	23,554.00	.00	.00	8,518.00 73.4%
002300	606000	TELEPHONE AND TELEGR	5,000	4,022	1,132.46	113.14	.00	2,889.54 28.2%
002300	607000	POSTAGE	0	0	.00	.00	.00	.0%
002300	611000	TRAVEL EXPENSE	450	450	123.28	.00	.00	326.72 27.4%
002300	612000	FREIGHT	7,778	9,938	8,055.86	85.00	1,877.79	4.35 100.0%
002300	615000	ADVERTISING	750	0	.00	.00	.00	.0%
002300	620000	PRINTING	0	0	.00	.00	.00	.0%
002300	625500	PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.0%
002300	626500	AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002300	629900	OTHER INSURANCE	0	0	.00	.00	.00	.0%
002300	630000	GAS	0	0	.00	.00	.00	.0%
002300	630500	ELECTRICITY	13,800	13,800	10,976.99	760.00	2,823.01	79.5%
002300	635000	BUILDING R&M	5,000	5,000	2,201.33	25.90	1,348.67	73.0%
002300	635100	DISASTER REPAIRS	0	0	.00	.00	.00	.0%
002300	635500	ELECTRICAL R&M	35,000	31,000	23,956.25	1,371.75	7,043.75	77.3%
002300	635700	PLUMBING EQUIPMENT R	12,000	9,800	4,158.46	.00	5,641.54	42.4%
002300	636000	STREETS & STRUCTURES	120,000	115,000	68,031.53	20,554.86	46,968.47	59.2%
002300	636500	OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.0%
002300	638000	FIXED EQUIPMENT R&M	21,000	21,000	13,417.38	155.00	2,198.12	89.5%
002300	638200	MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.0%
002300	638400	MOTOR VEHICLE EQ. R&	16,000	16,000	11,346.47	1,162.08	3,899.68	75.6%
002300	638700	AGRICULTURAL EQ. R&M	18,500	24,000	19,052.67	2,858.01	3,365.50	86.0%
002300	639000	COMMUNICATION EQ. R&	1,500	1,500	.00	.00	1,500.00	.0%
002300	639400	DISINFECT./EXTERMINA	1,800	1,800	987.74	.00	812.26	54.9%
002300	639600	SIGN PAINTING	9,500	3,915	2,308.28	.00	1,321.28	66.3%
002300	639800	TOW IN CHARGES	1,250	1,250	100.00	.00	1,150.00	8.0%
002300	639900	OTHER REPAIRS AND MA	1,500	1,500	957.13	240.00	68.19	95.5%
002300	642000	MACHINERY RENT	850	850	255.00	255.00	595.00	30.0%
002300	642500	CYLINDER RENT	0	0	.00	.00	.00	.0%
002300	643000	UNIFORM RENT	8,000	8,000	7,976.96	.00	23.04	99.7%
002300	644900	OTHER RENT	39,850	64,614	39,646.91	2,276.27	7,287.09	88.7%
002300	684000	DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.0%
002300	684500	REGISTRATION FEE/TUI	1,800	1,300	985.00	.00	315.00	75.8%
002300	687000	CUSTODIAL SERVICE	4,560	6,700	4,717.48	466.00	584.52	91.3%
002300	699900	SERVICES NOT SPECIFI	207,240	276,240	237,534.25	7,563.31	38,705.75	86.0%
TOTAL PROFESSIONAL SERVICE		581,979	702,655	488,592.41	45,003.30	30,886.09	183,176.50	73.9%
70 CAPITAL OUTLAY								
002300	700000	LAND	0	0	.00	.00	.00	.0%
002300	710010	TATUM PARK	0	0	.00	.00	.00	.0%
002300	722700	PARKING LOT/DRIVEWAY	0	0	.00	.00	.00	.0%
002300	724000	PARK & PLAYGROUND LI	0	0	.00	.00	.00	.0%
002300	725201	DAHMER POOL	0	0	.00	.00	.00	.0%
002300	725202	REC CENTER POOL	0	0	.00	.00	.00	.0%
002300	725203	5TH STREET POOL	0	0	.00	.00	.00	.0%
002300	725205	BEN MCNAIR POOL	0	0	.00	.00	.00	.0%
002300	725601	TATUM PARK	0	0	.00	.00	.00	.0%
002300	725603	PEOPLE'S PARK-PALMER	0	0	.00	.00	.00	.0%
002300	729503	KAMPER PK TENNIS/WLK	0	0	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

002	PARKS & RECREATION FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002300	729513	TIMBERTON IMPROVEMEN	0	0	.00	.00	.00	.00
002300	729515	PLAYGROUND IMPROVEME	0	40,000	36,884.27	36,884.27	.00	3,115.73 92.2%
002300	729518	DAHMER PARK	0	190,000	92,206.20	.00	.00	97,793.80 48.5%
002300	729519	CAMERON FIELD	0	0	.00	.00	.00	.00
002300	729549	TATUM PARK/DIXIE YOU	0	15,000	555.95	555.95	5,182.46	9,261.59 38.3%
002300	729599	MISC.OTHER IMPROVEME	0	281,000	84,797.43	7,373.00	78,772.21	117,430.36 58.2%
002300	732500	OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00
002300	732700	DATA PROCESSING EQUI	0	0	.00	.00	.00	.00
002300	732800	SOFTWARE	0	0	.00	.00	.00	.00
002300	733500	AGRICULTURAL EQUIPME	0	266,000	128,048.04	30,730.00	114,335.00	23,616.96 91.1%
002300	735000	RECREATIONAL EQUIPME	0	0	.00	.00	.00	.00
002300	735500	COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00
002300	739900	OTHER EQUIPMENT	0	34,000	61,032.20	.00	.00	-27,032.20 179.5%
002300	741000	BUSES	0	0	.00	.00	.00	.00
002300	742000	PICK UP TRUCKS	0	74,000	71,500.00	.00	.00	2,500.00 96.6%
002300	745000	SPECIAL TRUCKS	0	185,000	48,147.94	.00	.00	136,852.06 26.0%
TOTAL CAPITAL OUTLAY		0	1,085,000	523,172.03	75,543.22	198,289.67	363,538.30	66.5%
TOTAL PKS/REC-RECREATION MAINT. D		2,832,176	4,160,830	2,822,533.04	330,589.08	258,740.79	1,079,556.17	74.1%
002315 PKS/REC-REC.ADMIN/COM.REL.								
40 PERSONAL SERVICES								
002315	400000	REGULAR WAGES	484,300	449,700	246,366.21	44,301.28	.00	203,333.79 54.8%
002315	401000	DISASTER RECOVERY WA	0	0	.00	.00	.00	.00
002315	430000	OVERTIME	6,000	6,000	18,251.44	6,353.25	.00	-12,251.44 304.2%
002315	431000	DISASTER RECOVERY OV	0	0	.00	.00	.00	.00
002315	460000	STATE RETIREMENT	53,000	55,800	33,328.33	4,104.27	.00	22,471.67 59.7%
002315	470000	F.I.C.A. TAXES	37,600	35,800	20,174.05	3,865.87	.00	15,625.95 56.4%
002315	480000	HOSPITALIZATION INS.	50,400	50,400	26,286.36	3,013.40	.00	24,113.64 52.2%
002315	490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00 .0%
002315	491000	WORKMAN'S COMPENSATI	16,000	16,000	.00	.00	.00	16,000.00 .0%
TOTAL PERSONAL SERVICES		648,300	614,700	344,406.39	61,638.07	.00	270,293.61	56.0%
50 SUPPLIES & EXPENSES								
002315	500300	PAPER	500	500	102.36	.00	.00	397.64 20.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002315 500500 PRINTED FORMS	300	300	.00	.00	.00	300.00	.0%
002315 501000 OTHER EXPENDABLE OFF	1,300	1,300	800.01	.00	.00	499.99	61.5%
002315 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
002315 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
002315 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
002315 508000 COMPUTER SUPPLIES	1,500	1,500	1,200.00	.00	.00	300.00	80.0%
002315 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
002315 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
002315 511500 FOOD	500	500	50.38	50.38	200.00	249.62	50.1%
002315 512000 MEDICAL SUPPLIES	200	200	149.79	.00	.00	50.21	74.9%
002315 513000 CHEMICALS	14,000	14,000	7,161.41	2,650.00	.00	6,838.59	51.2%
002315 515500 SERVE-SAFE SUPPLIES	100	0	.00	.00	.00	.00	.0%
002315 525000 GAS AND OIL	2,500	2,500	293.02	.00	.00	2,206.98	11.7%
002315 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
002315 526000 OTHER FUEL	0	0	.00	.00	.00	.00	.0%
002315 535500 WEARING APPAREL	1,000	1,000	580.00	.00	.00	420.00	58.0%
002315 540500 CONCRETE, CEMENT, ET	200	200	.00	.00	.00	200.00	.0%
002315 541500 SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
002315 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
002315 546000 MINOR EQUIPMENT	500	5,100	4,964.65	4,964.65	.00	135.35	97.3%
002315 551000 RECREATIONAL SUPPLIE	49,000	59,090	30,093.61	2,784.57	13,551.28	15,445.11	73.9%
002315 551001 RECREATIONAL SUPP-AR	5,000	4,750	3,758.89	.00	750.00	241.11	94.9%
002315 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
002315 560000 BUILDING MATERIALS &	500	500	.00	.00	.00	500.00	.0%
002315 560001 BLDG MATERIALS & SPL	6,660	3,160	.00	.00	.00	3,160.00	.0%
002315 560500 ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
002315 561000 PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
002315 562000 STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
002315 565000 PAINT AND PAINTING S	200	200	144.38	.00	.00	55.62	72.2%
002315 570000 MTR VEHICLE REP. PTS	3,000	3,000	4,953.00	495.00	.00	-1,953.00	165.1%
002315 576500 RECREATIONAL EQ. REP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	86,960	97,800	54,251.50	10,944.60	14,501.28	29,047.22	70.3%

60 PROFESSIONAL SERVICE

002315 601200 ARCHITECTURAL	0	0	.00	.00	.00	.00	.0%
002315 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
002315 603200 CONTRACTUAL PROGRAMS	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 603400 OFFICIALS	44,000	44,000	20,875.00	2,970.00	.00	23,125.00	47.4%
002315 604900 OTHER PROFESSIONAL S	175,000	228,200	188,544.95	61,388.20	40.83	39,614.22	82.6%
002315 604919 OTH PROF SERV-ART CE	10,000	10,000	4,066.75	.00	.00	5,933.25	40.7%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002315 604920 OTH PROF SERV-HHS TH	15,000	15,000	.00	.00	.00	15,000.00	.0%
002315 606000 TELEPHONE AND TELEGR	2,000	2,000	1,577.58	327.91	.00	422.42	78.9%
002315 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
002315 611000 TRAVEL EXPENSE	4,600	4,600	932.28	573.00	.00	3,667.72	20.3%
002315 611500 CONTRACT TRAVEL	0	0	.00	.00	.00	.00	.0%
002315 612000 FREIGHT	200	200	.00	.00	.00	200.00	.0%
002315 613000 MESSENGER/EXPRESS SE	200	200	.00	.00	.00	200.00	.0%
002315 615000 ADVERTISING	500	500	89.95	.00	.00	410.05	18.0%
002315 615200 ADVERTISING-SPEC. EV	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 615400 ADVERTISING-SENIOR F	1,500	1,500	759.85	.00	.00	740.15	50.7%
002315 620000 PRINTING	200	200	.00	.00	.00	200.00	.0%
002315 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
002315 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
002315 629900 OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
002315 630000 GAS	4,000	4,000	1,331.46	44.82	.00	2,668.54	33.3%
002315 630500 ELECTRICITY	190,000	190,000	212,581.83	22,355.46	.00	-22,581.83	111.9%
002315 635000 BUILDING R&M	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 635500 ELECTRICAL R&M	0	0	.00	.00	.00	.00	.0%
002315 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
002315 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
002315 637000 HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
002315 638000 FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
002315 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
002315 638400 MOTOR VEHICLE EQ. R&	1,000	1,000	.00	.00	.00	1,000.00	.0%
002315 638800 RECREATIONAL EQ. R&	1,000	1,000	252.72	.00	.00	747.28	25.3%
002315 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
002315 639400 DISINFECT./EXTERMINA	2,000	2,000	2,143.00	.00	.00	-143.00	107.2%
002315 639600 SIGN PAINTING	400	400	357.40	.00	.00	42.60	89.4%
002315 639800 TOW IN CHARGES	500	500	.00	.00	.00	500.00	.0%
002315 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
002315 640000 LAND RENT	0	0	.00	.00	.00	.00	.0%
002315 642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
002315 642500 CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
002315 643500 MOP-MAT-RAG RENT	0	0	.00	.00	.00	.00	.0%
002315 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
002315 683000 PROP.TAX COLL. FEES	7,000	7,000	3,799.75	349.06	.00	3,200.25	54.3%
002315 683100 PROP.TAX COLL. FEES.	8,000	8,000	6,304.11	44.30	.00	1,695.89	78.8%
002315 683200 BANK SERV/TRF FEE	200	200	.00	.00	.00	200.00	.0%
002315 684000 DUES AND MEMBERSHIPS	1,500	1,500	779.97	149.90	.00	720.03	52.0%
002315 684500 REGISTRATION FEE/TUI	2,000	2,000	1,801.43	.00	.00	198.57	90.1%
002315 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	473,800	527,000	446,198.03	88,202.65	40.83	80,761.14	84.7%

70 CAPITAL OUTLAY

002315 722700 PARKING LOT/DRIVEWAY	0	0	.00	.00	.00	.00	.0%
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002315 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
002315 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
002315 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
002315 735000 RECREATIONAL EQUIPME	0	0	.00	.00	.00	.00	.0%
002315 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
002315 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL PKS/REC-REC.ADMIN/COM.REL.	1,209,060	1,239,500	844,855.92	160,785.32	14,542.11	380,101.97	69.3%
002341 PKS/REC-KAMPER PARK ZOO DIV.							
40 PERSONAL SERVICES							
002341 400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
002341 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
002341 430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
002341 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
002341 460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
002341 470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
002341 480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
002341 490000 UNEMPLOYMENT BENEFIT	0	0	.00	.00	.00	.00	.0%
002341 491000 WORKMAN'S COMPENSATI	0	0	.00	.00	.00	.00	.0%
TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
002341 500300 PAPER	0	0	.00	.00	.00	.00	.0%
002341 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
002341 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
002341 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
002341 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
002341 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
002341 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
002341 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
002341 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
002341 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002341 515000 FEED FOR ANIMALS	0	0	.00	.00	.00	.00	.0%
002341 516000 ANIMAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
002341 525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
002341 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
002341 525700 DIESEL FUEL	0	0	.00	.00	.00	.00	.0%
002341 526000 OTHER FUEL	0	0	.00	.00	.00	.00	.0%
002341 535500 WEARING APPAREL	0	0	.00	.00	.00	.00	.0%
002341 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
002341 541500 SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
002341 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
002341 545000 HAND TOOLS	0	0	.00	.00	.00	.00	.0%
002341 546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
002341 551000 RECREATIONAL SUPPLIE	0	0	.00	.00	.00	.00	.0%
002341 554500 TRAFFIC SIGNS	0	0	.00	.00	.00	.00	.0%
002341 559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
002341 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
002341 560500 ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
002341 561000 PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
002341 562000 STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
002341 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
002341 570000 MTR VEHICLE REP. PTS	0	0	.00	.00	.00	.00	.0%
002341 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
002341 575500 AGRICLTRL REPAIR PTS	0	0	.00	.00	.00	.00	.0%
002341 576500 RECREATIONAL EQ. REP	0	0	.00	.00	.00	.00	.0%
002341 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE							
002341 603000 VETERINARIAN	0	0	.00	.00	.00	.00	.0%
002341 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
002341 606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
002341 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
002341 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
002341 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
002341 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
002341 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
002341 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
002341 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
002341 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
002341 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002341 630000 GAS	0	0	.00	.00	.00	.00	.0%
002341 630500 ELECTRICITY	0	0	7,291.39	.00	.00	-7,291.39	100.0%
002341 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
002341 635500 ELECTRICAL R&M	0	0	.00	.00	.00	.00	.0%
002341 635700 PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
002341 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
002341 637000 HOUSEHOLD EQUIPMENT	0	0	.00	.00	.00	.00	.0%
002341 638000 FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
002341 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
002341 638400 MOTOR VEHICLE EQ. R&	0	0	.00	.00	.00	.00	.0%
002341 638700 AGRICULTURAL EQ. R&M	0	0	.00	.00	.00	.00	.0%
002341 638800 RECREATIONAL EQ. R&M	0	0	.00	.00	.00	.00	.0%
002341 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
002341 639400 DISINFECT./EXTERMINA	0	0	.00	.00	.00	.00	.0%
002341 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
002341 639800 TOW IN CHARGES	0	0	.00	.00	.00	.00	.0%
002341 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
002341 640000 LAND RENT	0	0	.00	.00	.00	.00	.0%
002341 640500 BUILDING RENT	0	0	.00	.00	.00	.00	.0%
002341 642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
002341 642500 CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
002341 643000 UNIFORM RENT	0	0	.00	.00	.00	.00	.0%
002341 643500 MOP-MAT-RAG RENT	0	0	.00	.00	.00	.00	.0%
002341 644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
002341 681800 THEFT LOSS	0	0	.00	.00	.00	.00	.0%
002341 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
002341 684500 REGISTRATION FEE/TUI	0	0	.00	.00	.00	.00	.0%
002341 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	7,291.39	.00	.00	-7,291.39	100.0%
70 CAPITAL OUTLAY							
002341 710012 REHAB. EXISTING BLDG	0	0	.00	.00	.00	.00	.0%
002341 722700 PARKING LOT/DRIVEWAY	0	0	.00	.00	.00	.00	.0%
002341 723000 STREETS & ROADWAYS	0	0	.00	.00	.00	.00	.0%
002341 724000 PARK & PLAYGROUND LI	0	0	.00	.00	.00	.00	.0%
002341 725000 LANDSCAPING	0	0	.00	.00	.00	.00	.0%
002341 729514 TIGER/LION EXHIBIT	0	0	.00	.00	.00	.00	.0%
002341 729517 ZEBRA EXHIBIT	0	0	.00	.00	.00	.00	.0%
002341 729599 MISC.OTHER IMPROVEME	0	0	.00	.00	.00	.00	.0%
002341 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
002341 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
002341 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
002341 735000 RECREATIONAL EQUIPME	0	0	.00	.00	.00	.00	.0%
002341 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
002341 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
002341 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
002341 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL PKS/REC-KAMPER PARK ZOO DIV	0	0	7,291.39	.00	.00	-7,291.39	100.0%
002500 PARKS & RECREATION TRANSFERS							
90 TRANSFERS							
002500 900086 T/T SPECIAL SALES TA	450,000	450,000	450,000.00	.00	.00	.00	100.0%
TOTAL TRANSFERS	450,000	450,000	450,000.00	.00	.00	.00	100.0%
TOTAL PARKS & RECREATION TRANSFER	450,000	450,000	450,000.00	.00	.00	.00	100.0%
TOTAL PARKS & RECREATION FUND	4,491,236	5,850,330	4,124,680.35	491,374.40	273,282.90	1,452,366.75	75.2%
TOTAL EXPENSES	4,491,236	5,850,330	4,124,680.35	491,374.40	273,282.90	1,452,366.75	
004 LIBRARY FUND							
004369 LIBRARY FUND EXPENDITURES							
60 PROFESSIONAL SERVICE							
004369 683000 PROP.TAX COLL. FEES	0	0	3,545.68	323.31	.00	-3,545.68	100.0%
004369 683100 PROP.TAX COLL. FEES.	0	0	5,835.95	40.99	.00	-5,835.95	100.0%
TOTAL PROFESSIONAL SERVICE	0	0	9,381.63	364.30	.00	-9,381.63	100.0%
TOTAL LIBRARY FUND EXPENDITURES	0	0	9,381.63	364.30	.00	-9,381.63	100.0%

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004	LIBRARY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL LIBRARY FUND	0	0	9,381.63	364.30	.00	-9,381.63	100.0%
	TOTAL EXPENSES	0	0	9,381.63	364.30	.00	-9,381.63	
005 HATT.MUNICIPAL FIRE PROTECTION								
005160 H.M.F.P.FUND-FIRE DIVISION								
50 SUPPLIES & EXPENSES								
005160	502000	MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.0%
005160	503200	PUBLIC EDUCATION MAT	0	0	.00	.00	.00	.0%
005160	525000	GAS AND OIL	0	0	.00	.00	.00	.0%
005160	535500	WEARING APPAREL	55,000	69,500	69,003.92	22,225.68	.00	496.08 99.3%
005160	546000	MINOR EQUIPMENT	0	0	.00	.00	.00	.0%
005160	546200	MINOR FIRE FIGHTING	5,000	0	.00	.00	.00	.0%
005160	546600	HAZ.MAT SUPPLIES	0	0	.00	.00	.00	.0%
005160	547000	FIRE HOSE	0	0	.00	.00	.00	.0%
005160	553500	SFTY/FIRE P/MATL CON	0	0	.00	.00	.00	.0%
005160	559000	OTHER OPERATING MATL	0	0	.00	.00	.00	.0%
005160	570000	MTR VEHICLE REP. PTS	6,000	0	.00	.00	.00	.0%
005160	575000	COMMUNICATION REPAIR	3,500	0	.00	.00	.00	.0%
005160	580000	MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.0%
	TOTAL SUPPLIES & EXPENSES	69,500	69,500	69,003.92	22,225.68	.00	496.08	99.3%
60 PROFESSIONAL SERVICE								
005160	604900	OTHER PROFESSIONAL S	0	0	.00	.00	.00	.0%
005160	611000	TRAVEL EXPENSE	0	0	.00	.00	.00	.0%
005160	635000	BUILDING R&M	0	0	.00	.00	.00	.0%
005160	638400	MOTOR VEHICLE EQ. R&	50,000	50,000	12.00	.00	49,988.00	.00 100.0%
005160	639000	COMMUNICATION EQ. R&	0	0	.00	.00	.00	.0%
005160	683200	BANK SERV/TRF FEE	0	0	25.00	.00	.00	-25.00 100.0%
005160	684500	REGISTRATION FEE/TUI	5,000	5,000	.00	.00	.00	5,000.00 .0%
	TOTAL PROFESSIONAL SERVICE	55,000	55,000	37.00	.00	49,988.00	4,975.00	91.0%
70 CAPITAL OUTLAY								
005160	700000	LAND	0	0	.00	.00	.00	.0%

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005	HATT.MUNICIPAL FIRE PROTECTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
005160	710002 FIRE DRILL TOWER	0	0	.00	.00	.00	.00	.0%
005160	710020 FIRE STATIONS	10,000	10,000	1,950.00	.00	.00	8,050.00	19.5%
005160	722700 PARKING LOT/DRIVEWAY	0	0	.00	.00	.00	.00	.0%
005160	725000 LANDSCAPING	0	0	.00	.00	.00	.00	.0%
005160	729500 OTHER IMPROVEMENTS	0	336,731	96,448.00	.00	.00	240,283.00	28.6%
005160	729700 OTHER IMPROVEMENTS-U	0	0	.00	.00	.00	.00	.0%
005160	731500 FIRE FIGHTING	50,000	60,250	.00	.00	18,772.65	41,477.35	31.2%
005160	732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
005160	732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
005160	732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
005160	733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
005160	735500 COMMUNICATION EQUIPM	15,000	23,550	23,546.00	.00	.00	4.00	100.0%
005160	735600 COMMUNICATION EQ-USM	0	0	.00	.00	.00	.00	.0%
005160	736500 HYDRANTS & METERS	0	0	.00	.00	.00	.00	.0%
005160	739800 OTHER EQUIP-ALCOHOL	0	0	.00	.00	.00	.00	.0%
005160	739900 OTHER EQUIPMENT	0	61,965	61,965.00	61,965.00	.00	.00	100.0%
005160	740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
005160	740500 MOTORCYCLES	0	0	.00	.00	.00	.00	.0%
005160	741000 BUSES	0	0	.00	.00	.00	.00	.0%
005160	742000 PICK UP TRUCKS	0	99,856	51,762.95	.00	48,093.00	.00	100.0%
005160	743000 HEAVY TRUCKS	0	0	.00	.00	.00	.00	.0%
005160	743500 FIRE TRUCKS	0	684,248	.00	.00	684,159.55	88.50	100.0%
TOTAL CAPITAL OUTLAY		75,000	1,276,600	235,671.95	61,965.00	751,025.20	289,902.85	77.3%
TOTAL H.M.F.P.FUND-FIRE DIVISION		199,500	1,401,100	304,712.87	84,190.68	801,013.20	295,373.93	78.9%

005460 H.M.F.P.FUND-CAPITAL LEASES

80 DEBT SERVICE

005460	851500 BUILDING LEASE	0	0	.00	.00	.00	.00	.0%
005460	852700 FIRE TRUCKS LEASE-A'	0	0	.00	.00	.00	.00	.0%
005460	852800 FIRE TRUCKS LEASE-'1	67,850	67,850	50,697.65	5,686.39	.00	17,152.35	74.7%
005460	852900 FIRE TRUCKS LEASE-'1	0	0	.00	.00	.00	.00	.0%
005460	853000 FIRE PROT.EQUIP.LEAS	0	0	.00	.00	.00	.00	.0%
005460	853200 FIRE TRUCKS LEASE-'1	0	0	.00	.00	.00	.00	.0%
005460	861500 BUILDING LEASE	0	0	.00	.00	.00	.00	.0%
005460	862800 FIRE TRUCKS LEASE-'1	2,190	2,190	1,831.48	150.18	.00	358.52	83.6%
005460	862900 FIRE TRUCKS LEASE-'1	0	0	.00	.00	.00	.00	.0%
005460	863000 FIRE PROT.EQUIP.LEAS	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL DEBT SERVICE	70,040	70,040	52,529.13	5,836.57	.00	17,510.87	75.0%
TOTAL H.M.F.P.FUND-CAPITAL LEASES	70,040	70,040	52,529.13	5,836.57	.00	17,510.87	75.0%
TOTAL HATT.MUNICIPAL FIRE PROTECT	269,540	1,471,140	357,242.00	90,027.25	801,013.20	312,884.80	78.7%
TOTAL EXPENSES	269,540	1,471,140	357,242.00	90,027.25	801,013.20	312,884.80	

008 SPECIAL STREET IMPR.FUND

008201 SPEC.ST.IMPR-STREET DIV.

50 SUPPLIES & EXPENSES

008201 513000	CHEMICALS	0	0	.00	.00	.00	.00	.0%
008201 525000	GAS AND OIL	0	0	.00	.00	.00	.00	.0%
008201 525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
008201 526000	OTHER FUEL	0	0	.00	.00	.00	.00	.0%
008201 540000	ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
008201 540500	CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
008201 541000	BRICK, STONE, MORTAR, E	0	0	.00	.00	.00	.00	.0%
008201 541500	SAND, CLAY, GRVL, FILL	0	0	.00	.00	.00	.00	.0%
008201 542000	DRAINAGE PIPE & CULV	0	0	.00	.00	.00	.00	.0%
008201 544000	HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
008201 546000	MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
008201 554000	TRAFFIC CONTROL EQ.	0	0	.00	.00	.00	.00	.0%
008201 560000	BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
008201 561000	PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
008201 562000	STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES		0	0	.00	.00	.00	.00	.0%

60 PROFESSIONAL SERVICE

008201 604900	OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
008201 636000	STREETS & STRUCTURES	444,800	444,800	.00	.00	.00	444,800.00	.0%
TOTAL PROFESSIONAL SERVICE		444,800	444,800	.00	.00	.00	444,800.00	.0%

70 CAPITAL OUTLAY

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008	SPECIAL STREET IMPR.FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
008201	700000 LAND	0	0	.00	.00	.00	.00	.0%
008201	701000 EASEMENTS	0	0	.00	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
	TOTAL SPEC.ST.IMPR-STREET DIV.	444,800	444,800	.00	.00	.00	444,800.00	.0%
	TOTAL SPECIAL STREET IMPR.FUND	444,800	444,800	.00	.00	.00	444,800.00	.0%
	TOTAL EXPENSES	444,800	444,800	.00	.00	.00	444,800.00	
009 WATER & SEWER OPERATION/MAINT.								
009660 W&S O&M-CUSTOMER ACCT. DIV.								
40 PERSONAL SERVICES								
009660	400000 REGULAR WAGES	629,200	665,400	472,817.65	39,337.69	.00	192,582.35	71.1%
009660	401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
009660	430000 OVERTIME	6,000	6,000	8,536.88	612.76	.00	-2,536.88	142.3%
009660	431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
009660	460000 STATE RETIREMENT	108,200	114,700	83,955.54	7,151.12	.00	30,744.46	73.2%
009660	470000 F.I.C.A. TAXES	48,600	51,400	35,769.23	2,940.61	.00	15,630.77	69.6%
009660	480000 HOSPITALIZATION INS.	134,400	134,400	88,087.22	7,523.90	.00	46,312.78	65.5%
009660	490000 UNEMPLOYMENT BENEFIT	1,200	1,200	.00	.00	.00	1,200.00	.0%
009660	491000 WORKMAN'S COMPENSATI	4,120	4,120	.00	.00	.00	4,120.00	.0%
	TOTAL PERSONAL SERVICES	931,720	977,220	689,166.52	57,566.08	.00	288,053.48	70.5%
50 SUPPLIES & EXPENSES								
009660	500300 PAPER	3,000	3,000	159.21	.00	.00	2,840.79	5.3%
009660	500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
009660	501000 OTHER EXPENDABLE OFF	6,000	6,000	5,744.62	136.00	.00	255.38	95.7%
009660	502000 MINOR OFFICE EQUIP/F	26,000	26,000	9,941.76	.00	333.58	15,724.66	39.5%
009660	507000 BOOKS	0	0	.00	.00	.00	.00	.0%
009660	510000 CLEANING/JANITORIAL	1,500	1,500	1,153.05	.00	.00	346.95	76.9%
009660	512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

009	WATER & SEWER OPERATION/MAINT.	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009660	525000 GAS AND OIL	18,000	18,000	13,397.08	2,765.04	.00	4,602.92	74.4%
009660	525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
009660	540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
009660	545000 HAND TOOLS	3,000	3,000	1,238.85	.00	889.41	871.74	70.9%
009660	546000 MINOR EQUIPMENT	4,000	4,000	2,318.85	21.33	1,439.04	242.11	93.9%
009660	546700 METER LOCKS	5,000	5,000	.00	.00	3,127.20	1,872.80	62.5%
009660	559000 OTHER OPERATING MATL	1,500	1,500	883.55	92.00	608.00	8.45	99.4%
009660	560500 ELECTRICAL SUPPLIES	800	800	32.48	.00	.00	767.52	4.1%
009660	570000 MTR VEHICLE REP. PTS	5,000	5,000	4,467.39	9.98	.00	532.61	89.3%
009660	575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
009660	599000 OTHER REPAIR/MAINT.	500	500	298.80	.00	.00	201.20	59.8%
	TOTAL SUPPLIES & EXPENSES	74,300	74,300	39,635.64	3,024.35	6,397.23	28,267.13	62.0%
60 PROFESSIONAL SERVICE								
009660	601000 AUDITING AND ACCOUNT	25,000	25,000	.00	.00	.00	25,000.00	.0%
009660	601700 APPRAISAL	0	0	.00	.00	.00	.00	.0%
009660	602500 LEGAL	0	0	.00	.00	.00	.00	.0%
009660	602700 MEDICAL	0	0	.00	.00	.00	.00	.0%
009660	604900 OTHER PROFESSIONAL S	294,300	294,300	166,290.52	7,672.00	40,077.00	87,932.48	70.1%
009660	606000 TELEPHONE AND TELEGR	12,000	12,000	2,179.39	215.09	.00	9,820.61	18.2%
009660	607000 POSTAGE	94,000	94,000	70,135.76	5,629.88	.00	23,864.24	74.6%
009660	612000 FREIGHT	500	500	61.73	.00	177.00	261.27	47.7%
009660	615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
009660	620000 PRINTING	30,000	30,000	24,995.53	2,107.20	.00	5,004.47	83.3%
009660	626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
009660	630000 GAS	1,200	1,200	1,129.04	21.21	.00	70.96	94.1%
009660	630500 ELECTRICITY	6,000	6,000	21,901.12	954.79	.00	-15,901.12	365.0%
009660	635000 BUILDING R&M	2,000	2,000	1,833.94	.00	.00	166.06	91.7%
009660	636500 OFFICE EQUIPMENT R&M	2,500	2,500	.00	.00	.00	2,500.00	.0%
009660	638000 FIXED EQUIPMENT R&M	800	800	.00	.00	.00	800.00	.0%
009660	638400 MOTOR VEHICLE EQ. R&	11,000	11,000	8,880.86	.00	.00	2,119.14	80.7%
009660	639000 COMMUNICATION EQ. R&	1,000	1,000	.00	.00	.00	1,000.00	.0%
009660	639400 DISINFECT./EXTERMINA	900	900	371.00	.00	.00	529.00	41.2%
009660	639900 OTHER REPAIRS AND MA	300	300	.00	.00	.00	300.00	.0%
009660	640500 BUILDING RENT	0	0	.00	.00	.00	.00	.0%
009660	641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
009660	643000 UNIFORM RENT	3,000	3,000	2,385.89	195.51	.00	614.11	79.5%
009660	643500 MOP-MAT-RAG RENT	0	0	.00	.00	.00	.00	.0%
009660	644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
009660	681900 CASH Overage/SHORTAG	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

009	WATER & SEWER OPERATION/MAINT.	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009660 683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
009660 6835WT	WATER RELATED REFUND	0	0	.00	.00	.00	.00	.0%
009660 683600	NSF CHECKS	0	0	.00	.00	.00	.00	.0%
009660 684000	DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
009660 684500	REGISTRATION FEE/TUI	1,100	1,100	.00	.00	.00	1,100.00	.0%
009660 687000	CUSTODIAL SERVICE	7,300	7,300	4,799.44	432.72	2,379.60	120.96	98.3%
009660 699900	SERVICES NOT SPECIFI	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL PROFESSIONAL SERVICE		497,900	497,900	304,964.22	17,228.40	42,633.60	150,302.18	69.8%
70 CAPITAL OUTLAY								
009660 732500	OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
009660 732700	DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
009660 732900	WATER UTILITY SOFTWA	0	0	.00	.00	.00	.00	.0%
009660 734500	CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
009660 735500	COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
009660 739900	OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
009660 740000	AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
009660 742000	PICK UP TRUCKS	30,000	31,850	31,835.00	.00	.00	15.00	100.0%
009660 745000	SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY		30,000	31,850	31,835.00	.00	.00	15.00	100.0%
TOTAL W&S O&M-CUSTOMER ACCT. DIV.		1,533,920	1,581,270	1,065,601.38	77,818.83	49,030.83	466,637.79	70.5%
009672 W&S O&M-WATER TRANSMISSION DIV								
40 PERSONAL SERVICES								
009672 400000	REGULAR WAGES	707,520	707,520	578,227.58	51,724.19	.00	129,292.42	81.7%
009672 401000	DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
009672 430000	OVERTIME	45,000	45,000	35,323.34	3,633.33	.00	9,676.66	78.5%
009672 431000	DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
009672 460000	STATE RETIREMENT	134,750	134,750	107,034.58	9,908.99	.00	27,715.42	79.4%
009672 470000	F.I.C.A. TAXES	57,580	57,580	46,246.33	4,169.99	.00	11,333.67	80.3%
009672 480000	HOSPITALIZATION INS.	142,800	142,800	106,176.64	9,616.00	.00	36,623.36	74.4%
009672 490000	UNEMPLOYMENT BENEFIT	4,000	4,000	.00	.00	.00	4,000.00	.0%
009672 491000	WORKMAN'S COMPENSATI	16,170	16,170	.00	.00	.00	16,170.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL PERSONAL SERVICES	1,107,820	1,107,820	873,008.47	79,052.50	.00	234,811.53	78.8%
50 SUPPLIES & EXPENSES							
009672 500300 PAPER	0	0	.00	.00	.00	.00	.0%
009672 500500 PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
009672 501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
009672 502000 MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
009672 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
009672 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
009672 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
009672 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
009672 513000 CHEMICALS	0	0	.00	.00	.00	.00	.0%
009672 525000 GAS AND OIL	45,000	45,000	52,552.29	10,026.72	.00	-7,552.29	116.8%
009672 525200 NATURAL GAS FUEL	0	0	.00	.00	.00	.00	.0%
009672 525500 LUBRICANTS	0	0	.00	.00	.00	.00	.0%
009672 525700 DIESEL FUEL	4,000	4,000	1,135.50	180.00	.00	2,864.50	28.4%
009672 535500 WEARING APPAREL	5,000	5,000	3,246.67	.00	.00	1,753.33	64.9%
009672 540000 ASPHALT & ASPHALT PR	20,000	20,000	17,258.52	.00	.00	2,741.48	86.3%
009672 540500 CONCRETE, CEMENT, ET	2,000	0	.00	.00	.00	.00	.0%
009672 541000 BRICK,STONE,MORTAR,E	1,000	0	.00	.00	.00	.00	.0%
009672 541500 SAND,CLAY,GRVL,FILL	10,000	10,000	7,924.45	.00	1,110.67	964.88	90.4%
009672 544000 HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
009672 545000 HAND TOOLS	7,000	6,000	3,485.98	.00	172.50	2,341.52	61.0%
009672 546000 MINOR EQUIPMENT	3,000	3,000	2,229.94	.00	.00	770.06	74.3%
009672 548000 HYDRANT PARTS	0	0	.00	.00	.00	.00	.0%
009672 548500 METER PARTS	2,000	0	.00	.00	.00	.00	.0%
009672 549000 VALVE PARTS	0	0	.00	.00	.00	.00	.0%
009672 549500 PUMPING EQUIPMENT PA	0	0	.00	.00	.00	.00	.0%
009672 559000 OTHER OPERATING MATL	2,000	2,000	1,964.55	.00	.00	35.45	98.2%
009672 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
009672 560500 ELECTRICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
009672 561000 PLUMBING SUPPLIES	980,000	920,000	839,199.47	2,417.40	14,696.61	66,103.92	92.8%
009672 562000 STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
009672 565000 PAINT AND PAINTING S	1,500	0	.00	.00	.00	.00	.0%
009672 570000 MTR VEHICLE REP. PTS	30,000	30,000	29,031.96	147.60	434.95	533.09	98.2%
009672 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
009672 577000 EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
009672 599000 OTHER REPAIR/MAINT.	8,000	6,000	5,650.37	.00	.00	349.63	94.2%
009672 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	1,120,500	1,051,000	963,679.70	12,771.72	16,414.73	70,905.57	93.3%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE								
009672	601500	ENGINEERING	0	0	.00	.00	.00	.0%
009672	602300	ABSTRACTING & RECORD	0	0	.00	.00	.00	.0%
009672	602700	MEDICAL	0	0	.00	.00	.00	.0%
009672	604900	OTHER PROFESSIONAL S	100,000	100,000	98,734.53	799.03	1,431.58	-166.11 100.2%
009672	607000	POSTAGE	0	0	.00	.00	.00	.0%
009672	611000	TRAVEL EXPENSE	0	0	.00	.00	.00	.0%
009672	612000	FREIGHT	0	0	.00	.00	.00	.0%
009672	615000	ADVERTISING	0	0	.00	.00	.00	.0%
009672	620000	PRINTING	0	0	.00	.00	.00	.0%
009672	625500	PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.0%
009672	626500	AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.0%
009672	635000	BUILDING R&M	0	0	.00	.00	.00	.0%
009672	635100	DISASTER REPAIRS	0	0	.00	.00	.00	.0%
009672	635500	ELECTRICAL R&M	0	0	.00	.00	.00	.0%
009672	635700	PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.0%
009672	636000	STREETS & STRUCTURES	2,100,000	2,535,020	2,535,015.04	.00	.00	4.96 100.0%
009672	638000	FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.0%
009672	638200	MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.0%
009672	638400	MOTOR VEHICLE EQ. R&	15,000	15,000	14,723.32	.00	196.00	80.68 99.5%
009672	638600	CONSTRUCTION EQUIP R	10,000	10,000	9,886.60	.00	.00	113.40 98.9%
009672	639000	COMMUNICATION EQ. R&	0	0	.00	.00	.00	.0%
009672	639800	TOW IN CHARGES	1,000	1,000	935.00	.00	.00	65.00 93.5%
009672	639900	OTHER REPAIRS AND MA	1,800	0	.00	.00	.00	.0%
009672	642000	MACHINERY RENT	1,500	0	.00	.00	.00	.0%
009672	642500	CYLINDER RENT	0	0	.00	.00	.00	.0%
009672	643000	UNIFORM RENT	5,000	5,000	4,973.37	.00	.00	26.63 99.5%
009672	644900	OTHER RENT	3,000	0	.00	.00	.00	.0%
009672	670000	SETTLEMENT OF DAMAGE C	0	0	.00	.00	.00	.0%
009672	684000	DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.0%
009672	684500	REGISTRATION FEE/TUI	0	0	.00	.00	.00	.0%
009672	699900	SERVICES NOT SPECIFI	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		2,237,300	2,666,020	2,664,267.86	799.03	1,627.58	124.56	100.0%
70 CAPITAL OUTLAY								
009672	702000	LEASEHOLDS	0	0	.00	.00	.00	.0%
009672	729500	OTHER IMPROVEMENTS	0	0	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009672 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
009672 734500 CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
009672 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
009672 736500 HYDRANTS & METERS	0	0	.00	.00	.00	.00	.0%
009672 737000 PIPE	0	0	.00	.00	.00	.00	.0%
009672 739900 OTHER EQUIPMENT	60,000	50,000	18,000.00	.00	.00	32,000.00	36.0%
009672 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
009672 742000 PICK UP TRUCKS	80,000	77,500	76,765.00	.00	.00	735.00	99.1%
009672 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	140,000	127,500	94,765.00	.00	.00	32,735.00	74.3%
TOTAL W&S O&M-WATER TRANSMISSION	4,605,620	4,952,340	4,595,721.03	92,623.25	18,042.31	338,576.66	93.2%
009673 W&S O&M-WATER PLANT DIVISION							
40 PERSONAL SERVICES							
009673 400000 REGULAR WAGES	439,880	439,880	329,898.00	30,625.31	.00	109,982.00	75.0%
009673 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
009673 430000 OVERTIME	35,000	35,000	59,497.20	6,614.14	.00	-24,497.20	170.0%
009673 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
009673 460000 STATE RETIREMENT	85,100	85,100	67,941.03	6,665.86	.00	17,158.97	79.8%
009673 470000 F.I.C.A. TAXES	36,400	36,400	29,282.10	2,789.09	.00	7,117.90	80.4%
009673 480000 HOSPITALIZATION INS.	100,800	100,800	67,832.22	5,412.60	.00	32,967.78	67.3%
009673 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
009673 491000 WORKMAN'S COMPENSATI	8,490	8,490	.00	.00	.00	8,490.00	.0%
TOTAL PERSONAL SERVICES	706,670	706,670	554,450.55	52,107.00	.00	152,219.45	78.5%
50 SUPPLIES & EXPENSES							
009673 500300 PAPER	300	300	233.16	.00	.00	66.84	77.7%
009673 500500 PRINTED FORMS	2,500	0	.00	.00	.00	.00	.0%
009673 501000 OTHER EXPENDABLE OFF	3,000	3,000	1,835.02	15.84	592.44	572.54	80.9%
009673 502000 MINOR OFFICE EQUIP/F	100	100	.00	.00	.00	100.00	.0%
009673 505000 SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
009673 507000 BOOKS	0	0	.00	.00	.00	.00	.0%
009673 508000 COMPUTER SUPPLIES	500	500	.00	.00	.00	500.00	.0%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009673	510000	CLEANING/JANITORIAL	2,500	2,500	.00	.00	.00	2,500.00	.0%
009673	511100	SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
009673	511500	FOOD	0	0	.00	.00	.00	.00	.0%
009673	512000	MEDICAL SUPPLIES	2,000	2,000	.00	.00	.00	2,000.00	.0%
009673	513000	CHEMICALS	450,000	362,100	294,654.70	92,583.70	12,504.00	54,941.30	84.8%
009673	525000	GAS AND OIL	7,000	11,200	15,591.78	4,407.52	.00	-4,391.78	139.2%
009673	525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
009673	525700	DIESEL FUEL	7,000	2,800	1,193.36	.00	.00	1,606.64	42.6%
009673	526000	OTHER FUEL	500	500	.00	.00	.00	500.00	.0%
009673	535500	WEARING APPAREL	100	100	.00	.00	.00	100.00	.0%
009673	540500	CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
009673	541500	SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
009673	542000	DRAINAGE PIPE & CULV	0	0	.00	.00	.00	.00	.0%
009673	544000	HORT./LANDSCAPING SP	0	0	.00	.00	.00	.00	.0%
009673	545000	HAND TOOLS	500	500	187.55	.00	.00	312.45	37.5%
009673	546000	MINOR EQUIPMENT	2,000	1,500	899.99	.00	.00	600.01	60.0%
009673	548500	METER PARTS	0	0	.00	.00	.00	.00	.0%
009673	549000	VALVE PARTS	0	0	.00	.00	.00	.00	.0%
009673	549500	PUMPING EQUIPMENT PA	15,000	15,000	13,720.00	.00	.00	1,280.00	91.5%
009673	559000	OTHER OPERATING MATL	5,000	5,000	4,805.78	143.60	.00	194.22	96.1%
009673	560000	BUILDING MATERIALS &	5,000	0	.00	.00	.00	.00	.0%
009673	560500	ELECTRICAL SUPPLIES	7,000	0	.00	.00	.00	.00	.0%
009673	561000	PLUMBING SUPPLIES	2,000	2,000	295.88	96.88	935.00	769.12	61.5%
009673	562000	STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
009673	565000	PAINT AND PAINTING S	2,000	0	.00	.00	.00	.00	.0%
009673	570000	MTR VEHICLE REP. PTS	10,000	10,260	11,830.97	920.40	.00	-1,570.97	115.3%
009673	570500	GENERATOR REP. PTS/S	7,000	0	.00	.00	.00	.00	.0%
009673	575000	COMMUNICATION REPAIR	3,000	0	.00	.00	.00	.00	.0%
009673	575500	AGRICLTRL REPAIR PTS	0	0	.00	.00	.00	.00	.0%
009673	580000	MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.00	.0%
009673	599000	OTHER REPAIR/MAINT.	8,000	7,740	4,158.90	.00	2,895.80	685.30	91.1%
009673	599500	DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES			542,000	427,100	349,407.09	98,167.94	16,927.24	60,765.67	85.8%

60 PROFESSIONAL SERVICE

009673	601500	ENGINEERING	0	0	.00	.00	.00	.00	.0%
009673	602000	CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
009673	604900	OTHER PROFESSIONAL S	483,940	477,590	457,917.08	33,004.22	10,614.83	9,058.09	98.1%
009673	606000	TELEPHONE AND TELEGR	3,000	7,700	7,697.34	.00	.00	2.66	100.0%
009673	607000	POSTAGE	2,500	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009673 611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
009673 612000 FREIGHT	1,000	1,000	720.84	.00	29.75	249.41	75.1%
009673 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
009673 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
009673 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
009673 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
009673 627000 SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
009673 630000 GAS	4,000	2,000	267.23	20.00	.00	1,732.77	13.4%
009673 630500 ELECTRICITY	710,000	710,000	691,049.63	49,225.33	.00	18,950.37	97.3%
009673 635000 BUILDING R&M	80,000	30,000	429.32	.00	.00	29,570.68	1.4%
009673 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
009673 635500 ELECTRICAL R&M	35,000	15,000	.00	.00	.00	15,000.00	.0%
009673 635700 PLUMBING EQUIPMENT R	1,000	0	.00	.00	.00	.00	.0%
009673 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
009673 638000 FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
009673 638200 MINOR EQUIPMENT R&M	4,000	4,000	.00	.00	450.00	3,550.00	11.3%
009673 638300 GENERATOR R&M	75,000	74,100	17,560.00	.00	9,100.00	47,440.00	36.0%
009673 638400 MOTOR VEHICLE EQ. R&	5,000	5,000	4,988.50	.00	.00	11.50	99.8%
009673 638600 CONSTRUCTION EQUIP R	0	0	.00	.00	.00	.00	.0%
009673 638700 AGRICULTURAL EQ. R&M	1,000	0	.00	.00	.00	.00	.0%
009673 639000 COMMUNICATION EQ. R&	1,000	0	.00	.00	.00	.00	.0%
009673 639400 DISINFECT./EXTERMINA	1,000	1,000	448.00	.00	.00	552.00	44.8%
009673 639900 OTHER REPAIRS AND MA	11,000	6,000	.00	.00	.00	6,000.00	.0%
009673 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
009673 642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
009673 642500 CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
009673 643000 UNIFORM RENT	3,000	3,000	2,991.32	226.03	.00	8.68	99.7%
009673 643500 MOP-MAT-RAG RENT	1,000	1,000	987.96	.00	.00	12.04	98.8%
009673 644900 OTHER RENT	6,000	0	.00	.00	.00	.00	.0%
009673 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
009673 684000 DUES AND MEMBERSHIPS	1,000	0	.00	.00	.00	.00	.0%
009673 684500 REGISTRATION FEE/TUI	2,000	2,000	1,915.00	.00	.00	85.00	95.8%
009673 687000 CUSTODIAL SERVICE	6,560	6,560	4,671.74	466.00	1,398.00	490.26	92.5%
009673 699500 PROPERTY TAXES	0	0	.00	.00	.00	.00	.0%
009673 699900 SERVICES NOT SPECIFI	2,000	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	1,442,000	1,347,950	1,191,643.96	82,941.58	21,592.58	134,713.46	90.0%
70 CAPITAL OUTLAY							
009673 721200 FENCES/RAILINGS	0	0	.00	.00	.00	.00	.0%
009673 725000 LANDSCAPING	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009673 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
009673 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
009673 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
009673 732900 WATER UTILITY SOFTWA	0	0	.00	.00	.00	.00	.0%
009673 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
009673 734000 PLANT EQUIPMENT	0	0	.00	.00	.00	.00	.0%
009673 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
009673 736500 HYDRANTS & METERS	0	0	.00	.00	.00	.00	.0%
009673 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
009673 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
009673 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL W&S O&M-WATER PLANT DIVISIO	2,690,670	2,481,720	2,095,501.60	233,216.52	38,519.82	347,698.58	86.0%
009676 W&S O&M-SEWER DIVISION							
40 PERSONAL SERVICES							
009676 400000 REGULAR WAGES	271,400	271,400	213,341.52	20,807.90	.00	58,058.48	78.6%
009676 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
009676 430000 OVERTIME	30,000	30,000	34,652.94	3,469.39	.00	-4,652.94	115.5%
009676 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
009676 460000 STATE RETIREMENT	54,000	54,000	43,272.38	4,345.64	.00	10,727.62	80.1%
009676 470000 F.I.C.A. TAXES	23,100	23,100	18,722.88	1,831.66	.00	4,377.12	81.1%
009676 480000 HOSPITALIZATION INS.	75,600	75,600	54,495.92	4,811.20	.00	21,104.08	72.1%
009676 490000 UNEMPLOYMENT BENEFIT	2,000	2,000	.00	.00	.00	2,000.00	.0%
009676 491000 WORKMAN'S COMPENSATI	15,900	15,900	.00	.00	.00	15,900.00	.0%
TOTAL PERSONAL SERVICES	472,000	472,000	364,485.64	35,265.79	.00	107,514.36	77.2%
50 SUPPLIES & EXPENSES							
009676 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
009676 511000 HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
009676 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
009676 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
009676 513000 CHEMICALS	165,000	185,000	172,172.95	.00	.00	12,827.05	93.1%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009676	525000	GAS AND OIL	10,000	10,000	3,350.04	660.62	.00	6,649.96	33.5%
009676	525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
009676	525700	DIESEL FUEL	15,000	15,000	7,673.03	1,322.40	.00	7,326.97	51.2%
009676	526000	OTHER FUEL	0	0	.00	.00	.00	.00	.0%
009676	535500	WEARING APPAREL	3,000	0	.00	.00	.00	.00	.0%
009676	540000	ASPHALT & ASPHALT PR	20,000	0	.00	.00	.00	.00	.0%
009676	540500	CONCRETE, CEMENT, ET	1,000	0	.00	.00	.00	.00	.0%
009676	541000	BRICK, STONE, MORTAR, E	0	0	.00	.00	.00	.00	.0%
009676	541500	SAND, CLAY, GRVL, FILL	20,000	18,000	12,837.94	3,236.24	4,950.00	212.06	98.8%
009676	542000	DRAINAGE PIPE & CULV	0	0	.00	.00	.00	.00	.0%
009676	544000	HORT./LANDSCAPING SP	500	500	.00	.00	.00	500.00	.0%
009676	545000	HAND TOOLS	6,500	4,500	1,039.10	.00	.00	3,460.90	23.1%
009676	546000	MINOR EQUIPMENT	5,000	5,000	4,528.10	.00	.00	471.90	90.6%
009676	549500	PUMPING EQUIPMENT PA	100	100	.00	.00	.00	100.00	.0%
009676	559000	OTHER OPERATING MATL	7,000	5,000	2,350.51	495.75	341.00	2,308.49	53.8%
009676	560000	BUILDING MATERIALS &	2,000	500	20.00	.00	.00	480.00	4.0%
009676	560500	ELECTRICAL SUPPLIES	2,500	0	.00	.00	.00	.00	.0%
009676	561000	PLUMBING SUPPLIES	30,000	42,100	13,099.54	19.90	81.50	28,918.96	31.3%
009676	562000	STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
009676	565000	PAINT AND PAINTING S	500	500	.00	.00	.00	500.00	.0%
009676	570000	MTR VEHICLE REP. PTS	25,000	25,000	15,988.61	477.56	.00	9,011.39	64.0%
009676	575000	COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
009676	575500	AGRICLTR REPAIR PTS	0	0	.00	.00	.00	.00	.0%
009676	577000	EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
009676	599000	OTHER REPAIR/MAINT.	2,000	1,000	316.05	61.05	.00	683.95	31.6%
009676	599500	DISASTER REPAIR SUPP	15,000	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES			330,100	312,200	233,375.87	6,273.52	5,372.50	73,451.63	76.5%
60 PROFESSIONAL SERVICE									
009676	602500	LEGAL	0	0	.00	.00	.00	.00	.0%
009676	604900	OTHER PROFESSIONAL S	32,000	27,300	27,248.67	8,053.16	.00	51.33	99.8%
009676	606000	TELEPHONE AND TELEGR	0	700	3,334.61	1,388.33	.00	-2,634.61	476.4%
009676	607000	POSTAGE	0	0	.00	.00	.00	.00	.0%
009676	611000	TRAVEL EXPENSE	1,200	200	.00	.00	.00	200.00	.0%
009676	612000	FREIGHT	600	600	.00	.00	.00	600.00	.0%
009676	615000	ADVERTISING	0	0	.00	.00	.00	.00	.0%
009676	625500	PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
009676	626000	BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
009676	626500	AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
009676	630000	GAS	200	200	1,581.99	.00	.00	-1,381.99	791.0%

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			ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009676 630500	ELECTRICITY		100,000	100,000	84,163.78	8,403.57	.00	15,836.22	84.2%
009676 635100	DISASTER REPAIRS		0	0	.00	.00	.00	.00	.0%
009676 635500	ELECTRICAL R&M		5,000	0	.00	.00	.00	.00	.0%
009676 635700	PLUMBING EQUIPMENT R		0	0	.00	.00	.00	.00	.0%
009676 636000	STREETS & STRUCTURES		2,345,000	2,712,130	2,639,062.72	162,365.41	.00	73,067.28	97.3%
009676 638000	FIXED EQUIPMENT R&M		2,000	0	.00	.00	.00	.00	.0%
009676 638200	MINOR EQUIPMENT R&M		2,500	0	.00	.00	.00	.00	.0%
009676 638400	MOTOR VEHICLE EQ. R&		35,000	35,000	35,183.98	.00	.00	-183.98	100.5%
009676 638600	CONSTRUCTION EQUIP R		20,000	16,000	15,630.89	833.24	259.70	109.41	99.3%
009676 638700	AGRICULTURAL EQ. R&M		0	0	.00	.00	.00	.00	.0%
009676 639000	COMMUNICATION EQ. R&		2,000	0	.00	.00	.00	.00	.0%
009676 639800	TOW IN CHARGES		2,000	2,000	1,165.00	.00	.00	835.00	58.3%
009676 639900	OTHER REPAIRS AND MA		0	0	.00	.00	.00	.00	.0%
009676 641500	AUTOMOTIVE EQ. RENT		0	0	.00	.00	.00	.00	.0%
009676 642000	MACHINERY RENT		7,500	500	.00	.00	.00	500.00	.0%
009676 642500	CYLINDER RENT		0	0	.00	.00	.00	.00	.0%
009676 643000	UNIFORM RENT		3,500	500	423.23	.00	.00	76.77	84.6%
009676 644900	OTHER RENT		0	0	.00	.00	.00	.00	.0%
009676 684500	REGISTRATION FEE/TUI		1,000	0	.00	.00	.00	.00	.0%
009676 699900	SERVICES NOT SPECIFI		0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE			2,559,500	2,895,130	2,807,794.87	181,043.71	259.70	87,075.43	97.0%

70 CAPITAL OUTLAY

009676 721000	BRIDGES		0	0	.00	.00	.00	.00	.0%
009676 721200	FENCES/RAILINGS		0	0	.00	.00	.00	.00	.0%
009676 721500	DRAINS		0	0	.00	.00	.00	.00	.0%
009676 722000	SEWERS		0	0	.00	.00	.00	.00	.0%
009676 723000	STREETS & ROADWAYS		0	0	.00	.00	.00	.00	.0%
009676 730500	ENGINEERING		0	0	.00	.00	.00	.00	.0%
009676 732700	DATA PROCESSING EQUI		0	0	.00	.00	.00	.00	.0%
009676 733500	AGRICULTURAL EQUIPME		0	0	.00	.00	.00	.00	.0%
009676 734000	PLANT EQUIPMENT		0	0	.00	.00	.00	.00	.0%
009676 734500	CONSTRUCTION EQUIPME		0	0	.00	.00	.00	.00	.0%
009676 735500	COMMUNICATION EQUIPM		0	0	.00	.00	.00	.00	.0%
009676 737000	PIPE		0	0	.00	.00	.00	.00	.0%
009676 739900	OTHER EQUIPMENT		0	0	.00	.00	.00	.00	.0%
009676 740000	AUTOMOBILES		0	0	.00	.00	.00	.00	.0%
009676 742000	PICK UP TRUCKS		0	0	.00	.00	.00	.00	.0%
009676 744000	DUMP TRUCKS		0	0	.00	.00	.00	.00	.0%
009676 745000	SPECIAL TRUCKS		0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL W&S O&M-SEWER DIVISION	3,361,600	3,679,330	3,405,656.38	222,583.02	5,632.20	268,041.42	92.7%
009677 W&S O&M-SEWER LAGOON DIV.							
40 PERSONAL SERVICES							
009677 400000 REGULAR WAGES	250,400	250,400	208,833.11	18,569.10	.00	41,566.89	83.4%
009677 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
009677 430000 OVERTIME	25,000	25,000	52,259.01	4,765.16	.00	-27,259.01	209.0%
009677 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
009677 460000 STATE RETIREMENT	49,300	49,300	45,546.69	4,176.85	.00	3,753.31	92.4%
009677 470000 F.I.C.A. TAXES	21,100	21,100	19,575.53	1,747.96	.00	1,524.47	92.8%
009677 480000 HOSPITALIZATION INS.	50,400	50,400	34,272.12	3,608.40	.00	16,127.88	68.0%
009677 490000 UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
009677 491000 WORKMAN'S COMPENSATI	5,870	5,870	.00	.00	.00	5,870.00	.0%
TOTAL PERSONAL SERVICES	403,070	403,070	360,486.46	32,867.47	.00	42,583.54	89.4%
50 SUPPLIES & EXPENSES							
009677 510000 CLEANING/JANITORIAL	0	0	.00	.00	.00	.00	.0%
009677 511100 SUPPLIES - COVID 19	0	0	.00	.00	.00	.00	.0%
009677 512000 MEDICAL SUPPLIES	0	0	.00	.00	.00	.00	.0%
009677 513000 CHEMICALS	160,000	190,000	185,336.30	3,780.00	4,540.00	123.70	99.9%
009677 525000 GAS AND OIL	10,000	10,000	5,488.74	809.88	.00	4,511.26	54.9%
009677 525500 LUBRICANTS	4,000	0	.00	.00	.00	.00	.0%
009677 525700 DIESEL FUEL	5,000	3,000	1,951.09	150.50	.00	1,048.91	65.0%
009677 526000 OTHER FUEL	0	0	.00	.00	.00	.00	.0%
009677 535500 WEARING APPAREL	500	0	.00	.00	.00	.00	.0%
009677 540500 CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
009677 541500 SAND, CLAY, GRVL, FILL	0	0	.00	.00	.00	.00	.0%
009677 545000 HAND TOOLS	1,000	0	.00	.00	.00	.00	.0%
009677 546000 MINOR EQUIPMENT	65,000	4,000	3,640.25	.00	.00	359.75	91.0%
009677 548500 METER PARTS	0	0	.00	.00	.00	.00	.0%
009677 549000 VALVE PARTS	0	0	.00	.00	.00	.00	.0%
009677 549500 PUMPING EQUIPMENT PA	80,000	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009677 559000 OTHER OPERATING MATL	4,000	0	.00	.00	.00	.00	.0%
009677 560000 BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
009677 560500 ELECTRICAL SUPPLIES	25,000	0	.00	.00	.00	.00	.0%
009677 561000 PLUMBING SUPPLIES	16,720	20	.00	.00	.00	20.00	.0%
009677 562000 STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
009677 565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
009677 570000 MTR VEHICLE REP. PTS	6,000	6,000	.00	.00	.00	6,000.00	.0%
009677 575000 COMMUNICATION REPAIR	0	0	.00	.00	.00	.00	.0%
009677 577000 EXPENDABLE WELDING S	0	0	.00	.00	.00	.00	.0%
009677 599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
009677 599500 DISASTER REPAIR SUPP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	377,220	213,020	196,416.38	4,740.38	4,540.00	12,063.62	94.3%
60 PROFESSIONAL SERVICE							
009677 602000 CONSULTANT SERV/SURV	13,000	13,000	.00	.00	.00	13,000.00	.0%
009677 602500 LEGAL	187,000	87,000	28,931.22	.00	.00	58,068.78	33.3%
009677 602700 MEDICAL	0	0	.00	.00	.00	.00	.0%
009677 604900 OTHER PROFESSIONAL S	85,000	75,000	44,746.61	3,789.01	.00	30,253.39	59.7%
009677 611000 TRAVEL EXPENSE	2,000	2,000	.00	.00	.00	2,000.00	.0%
009677 612000 FREIGHT	500	500	.00	.00	.00	500.00	.0%
009677 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
009677 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
009677 625500 PUBLIC LIAB/PROPERTY	0	0	.00	.00	.00	.00	.0%
009677 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
009677 630500 ELECTRICITY	770,000	770,000	547,895.16	44,066.30	.00	222,104.84	71.2%
009677 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
009677 635100 DISASTER REPAIRS	0	0	.00	.00	.00	.00	.0%
009677 635500 ELECTRICAL R&M	24,000	0	.00	.00	.00	.00	.0%
009677 638000 FIXED EQUIPMENT R&M	1,270,000	1,333,600	1,130,333.81	112,078.42	1,447.71	201,818.48	84.9%
009677 638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
009677 638400 MOTOR VEHICLE EQ. R&	4,000	4,000	.00	.00	.00	4,000.00	.0%
009677 638600 CONSTRUCTION EQUIP R	0	0	.00	.00	.00	.00	.0%
009677 639000 COMMUNICATION EQ. R&	0	0	.00	.00	.00	.00	.0%
009677 639400 DISINFECT./EXTERMINA	600	600	240.00	.00	.00	360.00	40.0%
009677 639800 TOW IN CHARGES	300	300	.00	.00	.00	300.00	.0%
009677 639900 OTHER REPAIRS AND MA	1,000	1,000	.00	.00	.00	1,000.00	.0%
009677 642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
009677 643000 UNIFORM RENT	2,000	0	575.31	.00	.00	-575.31	100.0%
009677 670000 SETTLEMT OF DAMAGE C	0	0	.00	.00	.00	.00	.0%
009677 684000 DUES AND MEMBERSHIPS	1,000	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
009677 684500 REGISTRATION FEE/TUI	1,000	0	.00	.00	.00	.00	.0%
009677 699900 SERVICES NOT SPECIFI	13,000	3,000	.00	.00	.00	3,000.00	.0%
TOTAL PROFESSIONAL SERVICE	2,374,400	2,290,000	1,752,722.11	159,933.73	1,447.71	535,830.18	76.6%
70 CAPITAL OUTLAY							
009677 723000 STREETS & ROADWAYS	0	0	.00	.00	.00	.00	.0%
009677 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
009677 732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
009677 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
009677 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
009677 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
009677 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
009677 745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE							
009677 851700 ENERGY IMPR LEASE	0	0	.00	.00	.00	.00	.0%
009677 861700 ENERGY IMPR LEASE	0	0	.00	.00	.00	.00	.0%
TOTAL DEBT SERVICE	0	0	.00	.00	.00	.00	.0%
TOTAL W&S O&M-SEWER LAGOON DIV.	3,154,690	2,906,090	2,309,624.95	197,541.58	5,987.71	590,477.34	79.7%
TOTAL WATER & SEWER OPERATION/MAI	15,346,500	15,600,750	13,472,105.34	823,783.20	117,212.87	2,011,431.79	87.1%
TOTAL EXPENSES	15,346,500	15,600,750	13,472,105.34	823,783.20	117,212.87	2,011,431.79	
010 WATER & SEWER B & I							
010451 W&S B&I-REVENUE OBLIGATIONS							
60 PROFESSIONAL SERVICE							
010451 602000 CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

010	WATER & SEWER B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010451	602500 LEGAL	0	0	.00	.00	.00	.00	.0%
010451	604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE								
010451	800000 GENERAL ISSUES-PRINC	585,000	585,000	380,000.00	.00	.00	205,000.00	65.0%
010451	801000 REVENUE ISSUES-PRINC	4,950,000	4,950,000	3,202,000.00	.00	.00	1,748,000.00	64.7%
010451	802100 5 YEAR NOTE PRINCIPA	0	0	.00	.00	.00	.00	.0%
010451	810000 GENERAL ISSUES-INTER	58,850	58,850	30,901.88	.00	.00	27,948.12	52.5%
010451	811000 REVENUE ISSUES-INTER	860,000	860,000	613,467.18	.00	.00	246,532.82	71.3%
010451	812100 5 YEAR NOTE INTEREST	0	0	.00	.00	.00	.00	.0%
010451	840000 GENERAL ISSUES	8,000	8,000	2,790.00	.00	.00	5,210.00	34.9%
010451	841000 REVENUE ISSUES	7,000	7,000	5,500.00	.00	.00	1,500.00	78.6%
	TOTAL DEBT SERVICE	6,468,850	6,468,850	4,234,659.06	.00	.00	2,234,190.94	65.5%
	TOTAL W&S B&I-REVENUE OBLIGATIONS	6,468,850	6,468,850	4,234,659.06	.00	.00	2,234,190.94	65.5%
010500 W&S B&I-TRANSFERS								
90 TRANSFERS								
010500	900065 T/T W & S RFDG.BONDS	0	0	.00	.00	.00	.00	.0%
010500	900075 T/T W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
	TOTAL W&S B&I-TRANSFERS	0	0	.00	.00	.00	.00	.0%
	TOTAL WATER & SEWER B & I	6,468,850	6,468,850	4,234,659.06	.00	.00	2,234,190.94	65.5%
	TOTAL EXPENSES	6,468,850	6,468,850	4,234,659.06	.00	.00	2,234,190.94	
011 WATER & SEWER FUND								
011451 WATER & SEWER-REV.OBLIGATN								
80 DEBT SERVICE								

EXPENDITURE REPORT

FOR 2024 10

011	WATER & SEWER FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
011451	822200	SRF NOTE PRINCIPAL	0	0	.00	.00	.00	.00
011451	833200	SRF NOTE INTEREST	0	0	.00	.00	.00	.00
011451	841000	REVENUE ISSUES	11,500	11,500	14,150.00	.00	-2,650.00	123.0%
011451	851400	BACKHOE LEASE '11	0	0	.00	.00	.00	.00
011451	861400	BACKHOE LEASE '11	0	0	.00	.00	.00	.00
TOTAL DEBT SERVICE		11,500	11,500	14,150.00	.00	.00	-2,650.00	123.0%
TOTAL WATER & SEWER-REV.OBLIGATN		11,500	11,500	14,150.00	.00	.00	-2,650.00	123.0%

011500 WATER & SEWER-TRANSFERS

90 TRANSFERS

011500	900001	T/T GENERAL FUND	824,000	824,000	824,000.00	200,000.00	.00	.00	100.0%
011500	900009	T/T WATER & SEWER O&	15,000,000	15,000,000	12,500,000.00	1,250,000.00	.00	2,500,000.00	83.3%
011500	900010	T/T WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
011500	900015	T/T W&SB&I-USA YEAST	0	0	.00	.00	.00	.00	.0%
011500	900017	T/T WATER & SEWER CO	50,000	50,000	50,000.00	50,000.00	.00	.00	100.0%
011500	90001B	T/T WATER & SEWER B&	660,000	660,000	.00	.00	.00	660,000.00	.0%
011500	90001C	T/T WATER & SEWER B&	1,350,000	1,350,000	.00	.00	.00	1,350,000.00	.0%
011500	90001D	T/T WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
011500	900021	T/T 21 REFUNDING	4,000,000	4,000,000	3,333,330.00	333,333.00	.00	666,670.00	83.3%
011500	900075	T/T W & S CONSTRUCTI	5,600,000	5,600,000	4,281,139.13	306,676.49	.00	1,318,860.87	76.4%
011500	900099	T/T 2010 W&S GO BOND	0	0	.00	.00	.00	.00	.0%
011500	9000A	T/T WATER & SEWER B&I	0	0	.00	.00	.00	.00	.0%
011500	9000B	T/T WATER & SEWER B&I	0	0	495,000.00	.00	.00	-495,000.00	100.0%
011500	9000C	T/T WATER & SEWER B&I	0	0	1,125,000.00	112,500.00	.00	-1,125,000.00	100.0%
011500	9000D	T/T WATER & SEWER B&I	0	0	.00	.00	.00	.00	.0%
011500	9000GO	T/T 2010 W&S GO BOND	255,000	255,000	212,500.00	21,250.00	.00	42,500.00	83.3%
011500	9000M	T/T W&SB&I (METER GO)	390,000	390,000	391,000.00	98,500.00	.00	-1,000.00	100.3%
011500	9000RF	T/T 2016 W&S REF BON	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS			28,129,000	28,129,000	23,211,969.13	2,372,259.49	.00	4,917,030.87	82.5%
TOTAL WATER & SEWER-TRANSFERS			28,129,000	28,129,000	23,211,969.13	2,372,259.49	.00	4,917,030.87	82.5%

011660 WATER & SEWER-CUST.ACCT.DIV.

011660	683500	OVER/SHORT MUNIS-WAT	0	0	.00	.00	.00	.00	.00
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EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL UNDEFINED CHAR	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE							
011660 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
011660 641000 OFFICE EQUIPMENT REN	1,000	1,000	.00	.00	.00	1,000.00	.0%
011660 681900 CASH OVERAGE/SHORTAG	0	0	.00	.00	.00	.00	.0%
011660 683200 BANK SERV/TRF FEE	3,500	3,500	14,403.86	320.27	.00	-10,903.86	411.5%
011660 6835WT WATER RELATED REFUND	60,000	60,000	2,749.16	.00	.00	57,250.84	4.6%
011660 683600 NSF CHECKS	0	0	16,282.03	.00	.00	-16,282.03	100.0%
011660 683700 BAD DEBT EXPENSE	0	0	.00	.00	.00	.00	.0%
011660 683800 BANK NSF FEES	1,500	1,500	.00	.00	.00	1,500.00	.0%
011660 683900 OTHER INCOME EXPENSE	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL PROFESSIONAL SERVICE	71,000	71,000	33,435.05	320.27	.00	37,564.95	47.1%
TOTAL WATER & SEWER-CUST.ACCT.DIV	71,000	71,000	33,435.05	320.27	.00	37,564.95	47.1%
TOTAL WATER & SEWER FUND	28,211,500	28,211,500	23,259,554.18	2,372,579.76	.00	4,951,945.82	82.4%
TOTAL EXPENSES	28,211,500	28,211,500	23,259,554.18	2,372,579.76	.00	4,951,945.82	
012 2019 TIF B&I-PLANET FITNESS							
012452 TIF B&I-PLANET FIT-GEN OBLIGA							
60 PROFESSIONAL SERVICE							
012452 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
012452 683000 PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%
012452 683100 PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
012452 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE							
012452 802000 IND/ECON DEV ISSUES-	40,108	40,108	.00	.00	.00	40,108.00	.0%

EXPENDITURE REPORT

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012	2019	TIF B&I-PLANET FITNESS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
012452	812000	IND/ECON DEV ISSUES-	17,189	17,189	.00	.00	.00	17,189.00	.0%
012452	842000	IND/ECON DEV ISSUES	0	0	.00	.00	.00	.00	.0%
		TOTAL DEBT SERVICE	57,297	57,297	.00	.00	.00	57,297.00	.0%
		TOTAL TIF B&I-PLANET FIT-GEN OBLI	57,297	57,297	.00	.00	.00	57,297.00	.0%
012500 TIF B&I-PLANET FIT-TRANSFERS									
90 TRANSFERS									
012500	900001	T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
		TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
		TOTAL TIF B&I-PLANET FIT-TRANSFER	0	0	.00	.00	.00	.00	.0%
		TOTAL 2019 TIF B&I-PLANET FITNESS	57,297	57,297	.00	.00	.00	57,297.00	.0%
		TOTAL EXPENSES	57,297	57,297	.00	.00	.00	57,297.00	
013 CITY B & I									
013450 CITY B&I-GENERAL OBLIGATIONS									
60 PROFESSIONAL SERVICE									
013450	602000	CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
013450	602500	LEGAL	0	0	.00	.00	.00	.00	.0%
013450	604900	OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
013450	683000	PROP.TAX COLL. FEES	12,000	12,000	9,509.45	873.58	.00	2,490.55	79.2%
013450	683100	PROP.TAX COLL. FEES.	18,000	18,000	15,777.08	110.85	.00	2,222.92	87.7%
013450	683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
		TOTAL PROFESSIONAL SERVICE	30,000	30,000	25,286.53	984.43	.00	4,713.47	84.3%
80 DEBT SERVICE									
013450	800000	GENERAL ISSUES-PRINC	605,000	605,000	605,000.00	.00	.00	.00	100.0%

EXPENDITURE REPORT

FOR 2024 10

013	CITY B & I	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
013450	802000	IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00
013450	802100	5 YEAR NOTE PRINCIPA	843,863	843,863	843,863.00	.00	.00	100.0%
013450	810000	GENERAL ISSUES-INTER	1,965,260	1,965,260	1,962,163.12	971,979.12	.00	3,096.88 99.8%
013450	812000	IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00
013450	812100	5 YEAR NOTE INTEREST	23,499	23,499	23,436.34	.00	.00	62.66 99.7%
013450	840000	GENERAL ISSUES	20,000	20,000	4,550.00	.00	.00	15,450.00 22.8%
013450	842000	IND/ECON DEV ISSUES	0	0	.00	.00	.00	.00
	TOTAL DEBT SERVICE		3,457,622	3,457,622	3,439,012.46	971,979.12	.00	18,609.54 99.5%
	TOTAL CITY B&I-GENERAL OBLIGATION		3,487,622	3,487,622	3,464,298.99	972,963.55	.00	23,323.01 99.3%
013500 CITY B&I FUND-TRANSFERS								
90 TRANSFERS								
013500	901001	PAYMENT TO BOND ESCR	0	0	.00	.00	.00	.00
	TOTAL TRANSFERS		0	0	.00	.00	.00	.00
	TOTAL CITY B&I FUND-TRANSFERS		0	0	.00	.00	.00	.00
	TOTAL CITY B & I		3,487,622	3,487,622	3,464,298.99	972,963.55	.00	23,323.01 99.3%
	TOTAL EXPENSES		3,487,622	3,487,622	3,464,298.99	972,963.55	.00	23,323.01
014 SCHOOL FUND								
014599 SCHOOL FUND-MISC.CHARGES								
60 PROFESSIONAL SERVICE								
014599	683000	PROP.TAX COLL. FEES	0	0	84,942.82	7,602.99	.00	-84,942.82 100.0%
014599	683100	PROP.TAX COLL. FEES.	0	0	111,726.85	657.81	.00	-111,726.85 100.0%
	TOTAL PROFESSIONAL SERVICE		0	0	196,669.67	8,260.80	.00	-196,669.67 100.0%
	TOTAL SCHOOL FUND-MISC.CHARGES		0	0	196,669.67	8,260.80	.00	-196,669.67 100.0%

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014	SCHOOL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL SCHOOL FUND	0	0	196,669.67	8,260.80	.00	-196,669.67	100.0%
	TOTAL EXPENSES	0	0	196,669.67	8,260.80	.00	-196,669.67	
017 SUPP. ENVIRONMENTAL PROJECT								
017695 SUPP. ENVIRONMENTAL PROJECT								
50 SUPPLIES & EXPENSES								
017695	540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
	TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE								
017695	601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
017695	601501 ENGINEERING-I&I STUD	0	0	.00	.00	.00	.00	.0%
017695	602500 LEGAL	0	0	.00	.00	.00	.00	.0%
017695	604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
017695	636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
017695	670000 SETTLEMT OF DAMAGE C	0	0	.00	.00	.00	.00	.0%
017695	683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
017695	699900 SERVICES NOT SPECIFI	170,800	170,800	.00	.00	.00	170,800.00	.0%
	TOTAL PROFESSIONAL SERVICE	170,800	170,800	.00	.00	.00	170,800.00	.0%
70 CAPITAL OUTLAY								
017695	700000 LAND	0	0	.00	.00	.00	.00	.0%
017695	701000 EASEMENTS	0	0	.00	.00	.00	.00	.0%
017695	721200 FENCES/RAILINGS	0	0	.00	.00	.00	.00	.0%
017695	722004 MISC.SEWER SYSTEMS I	0	0	.00	.00	.00	.00	.0%
017695	722028 MID TOWN INFRASTRUCT	0	0	.00	.00	.00	.00	.0%
017695	722065 S 31st AVE DRAINAGE	0	0	.00	.00	.00	.00	.0%
017695	722067 LAMAR BLVD-REGIONS	0	0	.00	.00	.00	.00	.0%
017695	722099 PROGRAMMED SEWER PRO	0	0	.00	.00	.00	.00	.0%

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017	SUPP. ENVIRONMENTAL PROJECT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
017695 723001	W&S-PAVING	0	0	.00	.00	.00	.00	.0%
017695 724512	N 39TH & 40TH IMPROV	0	0	.00	.00	.00	.00	.0%
017695 724515	AUDUBON-WESTWOOD IMP	0	0	.00	.00	.00	.00	.0%
017695 724518	COUNTRY CLUB WATER	0	0	.00	.00	.00	.00	.0%
017695 724529	EAST JERUSALEM AREA	0	0	.00	.00	.00	.00	.0%
017695 724530	LAMAR BLVD WATER	0	0	.00	.00	.00	.00	.0%
017695 724561	2017 WATER IMPROVEME	0	0	.00	.00	.00	.00	.0%
017695 724599	PROGRAMMED WATER PRO	0	0	.00	.00	.00	.00	.0%
017695 729598	TANK PAINTING/MAINT	0	0	.00	.00	.00	.00	.0%
017695 732500	OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
017695 737000	PIPE	0	0	.00	.00	.00	.00	.0%
017695 739900	OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
	TOTAL SUPP. ENVIRONMENTAL PROJECT	170,800	170,800	.00	.00	.00	170,800.00	.0%
	TOTAL SUPP. ENVIRONMENTAL PROJECT	170,800	170,800	.00	.00	.00	170,800.00	.0%
	TOTAL EXPENSES	170,800	170,800	.00	.00	.00	170,800.00	
018 POLICE & FIREMAN DIS. & RELIEF								
018701 P&FD&R-TRUST AND AGENCY								
60 PROFESSIONAL SERVICE								
018701 601000	AUDITING AND ACCOUNT	0	0	.00	.00	.00	.00	.0%
018701 604900	OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
018701 682500	PENSION EXPENSE	0	0	1,054,519.21	.00	.00	-1,054,519.21	100.0%
018701 683000	PROP.TAX COLL. FEES	0	0	4,657.31	439.78	.00	-4,657.31	100.0%
018701 683100	PROP.TAX COLL. FEES.	0	0	7,957.52	55.94	.00	-7,957.52	100.0%
	TOTAL PROFESSIONAL SERVICE	0	0	1,067,134.04	495.72	.00	-1,067,134.04	100.0%
	TOTAL P&FD&R-TRUST AND AGENCY	0	0	1,067,134.04	495.72	.00	-1,067,134.04	100.0%
	TOTAL POLICE & FIREMAN DIS. & REL	0	0	1,067,134.04	495.72	.00	-1,067,134.04	100.0%
	TOTAL EXPENSES	0	0	1,067,134.04	495.72	.00	-1,067,134.04	
019 POLICE FORFEITURES FUND								
019100 POL.FORFEITURES-POLICE DIV.								

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019	POLICE FORFEITURES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50 SUPPLIES & EXPENSES								
019100	501000	OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.0%
019100	511500	FOOD	0	0	.00	.00	.00	.0%
019100	525000	GAS AND OIL	0	0	.00	.00	.00	.0%
019100	535000	UNIFORMS, BADGES, ET	0	0	.00	.00	.00	.0%
019100	535500	WEARING APPAREL	0	0	.00	.00	.00	.0%
019100	535600	WEARING APPAREL-FIRE	0	0	.00	.00	.00	.0%
019100	546000	MINOR EQUIPMENT	0	0	.00	.00	.00	.0%
019100	546800	DISPATCHER TRNG.MATE	0	0	.00	.00	.00	.0%
019100	547100	MINOR EQ-HURR.RELIEF	0	0	.00	.00	.00	.0%
019100	559000	OTHER OPERATING MATL	0	62,066	4,715.50	2,344.38	2,592.02	54,758.48 11.8%
019100	559100	OTHER OPER.MATLS-FUL	0	0	.00	.00	.00	.0%
019100	559200	OTHER OPER.MATLS-D.A	0	0	.00	.00	.00	.0%
019100	559500	OTHER OPER-NON-SWORN	0	0	.00	.00	.00	.0%
019100	565000	PAINT AND PAINTING S	0	0	.00	.00	.00	.0%
019100	575000	COMMUNICATION REPAIR	0	0	.00	.00	.00	.0%
019100	580000	MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES		0	62,066	4,715.50	2,344.38	2,592.02	54,758.48	11.8%
60 PROFESSIONAL SERVICE								
019100	603900	METRO CRIME STOPPERS	0	0	.00	.00	.00	.0%
019100	604900	OTHER PROFESSIONAL S	0	30,000	5,494.56	3,217.64	600.00	23,905.44 20.3%
019100	606000	TELEPHONE AND TELEGR	0	0	.00	.00	.00	.0%
019100	611000	TRAVEL EXPENSE	0	0	.00	.00	.00	.0%
019100	611200	TRVL EXP-VICTIM'S AD	0	0	.00	.00	.00	.0%
019100	611300	TRAVEL EXP-K-9 TRAIN	0	0	.00	.00	.00	.0%
019100	611400	TRAVEL EXP-TELECOMMU	0	0	.00	.00	.00	.0%
019100	612000	FREIGHT	0	0	.00	.00	.00	.0%
019100	615000	ADVERTISING	0	0	.00	.00	.00	.0%
019100	620000	PRINTING	0	0	.00	.00	.00	.0%
019100	681700	EVIDENCE BUY MONEY	0	0	.00	.00	.00	.0%
019100	6835GR	GRANT RELATED REFUND	0	0	.00	.00	.00	.0%
019100	684000	DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.0%
019100	684500	REGISTRATION FEE/TUI	0	0	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		0	30,000	5,494.56	3,217.64	600.00	23,905.44	20.3%
70 CAPITAL OUTLAY								
019100	700000	LAND	0	0	.00	.00	.00	.0%

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019	POLICE FORFEITURES FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
019100	732500	OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.0%
019100	732700	DATA PROCESSING EQUI	0	0	.00	.00	.00	.0%
019100	735500	COMMUNICATION EQUIPM	0	0	.00	.00	.00	.0%
019100	737600	EQUIP-HURR.RELIEF	0	0	.00	.00	.00	.0%
019100	739900	OTHER EQUIPMENT	0	4,000	.00	.00	4,000.00	.0%
019100	740000	AUTOMOBILES	0	96,000	.00	.00	96,000.00	.0%
019100	740001	D.A.R.E. AUTOMOBILES	0	0	.00	.00	.00	.0%
019100	740500	MOTORCYCLES	0	0	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY		0	100,000	.00	.00	100,000.00	.0%
	TOTAL POL.FORFEITURES-POLICE DIV.		0	192,066	10,210.06	5,562.02	3,192.02	178,663.92 7.0%
019500 POL.FORFEITURES-TRANSFERS								
90 TRANSFERS								
019500	900001	T/T GENERAL FUND	0	0	.00	.00	.00	.0%
	TOTAL TRANSFERS		0	0	.00	.00	.00	.0%
	TOTAL POL.FORFEITURES-TRANSFERS		0	0	.00	.00	.00	.0%
	TOTAL POLICE FORFEITURES FUND		0	192,066	10,210.06	5,562.02	3,192.02	178,663.92 7.0%
	TOTAL EXPENSES		0	192,066	10,210.06	5,562.02	3,192.02	178,663.92
020 2002 TIF B&I-SOUTHERN POINTE								
020452 2002 TIF B&I-S/P GEN OBLIGA								
60 PROFESSIONAL SERVICE								
020452	683000	PROP.TAX COLL. FEES	0	0	.00	.00	.00	.0%
020452	683100	PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.0%
020452	683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE		0	0	.00	.00	.00	.0%
80 DEBT SERVICE								

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020	2002 TIF B&I-SOUTHERN POINTE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
020452 802000	IND/ECON DEV ISSUES-	185,000	185,000	185,000.00	.00	.00	.00	100.0%
020452 812000	IND/ECON DEV ISSUES-	56,625	56,625	56,623.75	.00	.00	1.25	100.0%
020452 842000	IND/ECON DEV ISSUES	2,000	2,000	1,250.00	.00	.00	750.00	62.5%
	TOTAL DEBT SERVICE	243,625	243,625	242,873.75	.00	.00	751.25	99.7%
	TOTAL 2002 TIF B&I-S/P GEN OBLIGA	243,625	243,625	242,873.75	.00	.00	751.25	99.7%
	TOTAL 2002 TIF B&I-SOUTHERN POINT	243,625	243,625	242,873.75	.00	.00	751.25	99.7%
	TOTAL EXPENSES	243,625	243,625	242,873.75	.00	.00	751.25	
021 2004 TIF B&I-HOME DEPOT								
021500 '02 TIF B&I-H/D-TRANSFERS								
90 TRANSFERS								
021500 900001	T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
	TOTAL '02 TIF B&I-H/D-TRANSFERS	0	0	.00	.00	.00	.00	.0%
	TOTAL 2004 TIF B&I-HOME DEPOT	0	0	.00	.00	.00	.00	.0%
022 2003 TIF B&I-CHAUVET SQUARE								
022452 2003 TIF B&I-C/S GEN OBLIGA								
60 PROFESSIONAL SERVICE								
022452 683000	PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%
022452 683100	PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
022452 683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%

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022	2003 TIF B&I-CHAUVET SQUARE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
80 DEBT SERVICE								
022452	802000 IND/ECON DEV ISSUES-	160,000	160,000	160,000.00		.00	.00	100.0%
022452	812000 IND/ECON DEV ISSUES-	31,050	31,050	31,050.00		.00	.00	100.0%
022452	842000 IND/ECON DEV ISSUES	2,500	2,500	1,000.00		.00	1,500.00	40.0%
	TOTAL DEBT SERVICE	193,550	193,550	192,050.00		.00	1,500.00	99.2%
	TOTAL 2003 TIF B&I-C/S GEN OBLIGA	193,550	193,550	192,050.00		.00	1,500.00	99.2%
022500 '03 TIF B&I-C/S-TRANSFERS								
90 TRANSFERS								
022500	900001 T/T GENERAL FUND	0	0	.00		.00	.00	.0%
	TOTAL TRANSFERS	0	0	.00		.00	.00	.0%
	TOTAL '03 TIF B&I-C/S-TRANSFERS	0	0	.00		.00	.00	.0%
	TOTAL 2003 TIF B&I-CHAUVET SQUARE	193,550	193,550	192,050.00		.00	1,500.00	99.2%
	TOTAL EXPENSES	193,550	193,550	192,050.00		.00	1,500.00	
023 2006 TIF B&I-TURTLE CROSSING								
023452 2007 TIF B&I-T/C GEN OBLIGA								
60 PROFESSIONAL SERVICE								
023452	683000 PROP.TAX COLL. FEES	0	0	.00		.00	.00	.0%
023452	683100 PROP.TAX COLL. FEES.	0	0	.00		.00	.00	.0%
023452	683200 BANK SERV/TRF FEE	0	0	.00		.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00		.00	.00	.0%
80 DEBT SERVICE								
023452	802000 IND/ECON DEV ISSUES-	110,000	110,000	110,000.00		.00	.00	100.0%

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023	2006 TIF B&I-TURTLE CROSSING	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
023452 812000	IND/ECON DEV ISSUES-	27,865	27,865	27,865.00	.00	.00	.00	100.0%
023452 842000	IND/ECON DEV ISSUES	2,500	2,500	2,250.00	.00	.00	250.00	90.0%
	TOTAL DEBT SERVICE	140,365	140,365	140,115.00	.00	.00	250.00	99.8%
	TOTAL 2007 TIF B&I-T/C GEN OBLIGA	140,365	140,365	140,115.00	.00	.00	250.00	99.8%
	TOTAL 2006 TIF B&I-TURTLE CROSSIN	140,365	140,365	140,115.00	.00	.00	250.00	99.8%
	TOTAL EXPENSES	140,365	140,365	140,115.00	.00	.00	250.00	
024 2008 TIF B&I-LINCOLN CENTER								
024452 2008 TIF B&I-L/C GEN OBLIGA								
60 PROFESSIONAL SERVICE								
024452 683000	PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%
024452 683100	PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
024452 683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE								
024452 802000	IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00	.0%
024452 812000	IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00	.0%
024452 842000	IND/ECON DEV ISSUES	0	0	.00	.00	.00	.00	.0%
	TOTAL DEBT SERVICE	0	0	.00	.00	.00	.00	.0%
	TOTAL 2008 TIF B&I-L/C GEN OBLIGA	0	0	.00	.00	.00	.00	.0%
	TOTAL 2008 TIF B&I-LINCOLN CENTER	0	0	.00	.00	.00	.00	.0%
025 2011 TIF B&I-KOHL'S								
025452 2011 TIF B&I-KOHL'S GEN OBLIGA								
60 PROFESSIONAL SERVICE								

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025	2011 TIF B&I-KOHL'S	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
025452 683000	PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%
025452 683100	PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
025452 683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE								
025452 802000	IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00	.0%
025452 812000	IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00	.0%
025452 842000	IND/ECON DEV ISSUES	0	0	.00	.00	.00	.00	.0%
	TOTAL DEBT SERVICE	0	0	.00	.00	.00	.00	.0%
	TOTAL 2011 TIF B&I-KOHL'S GEN OBLI	0	0	.00	.00	.00	.00	.0%
025500 CITY B&I TRANSFER								
90 TRANSFERS								
025500 900001	T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
	TOTAL CITY B&I TRANSFER	0	0	.00	.00	.00	.00	.0%
	TOTAL 2011 TIF B&I-KOHL'S	0	0	.00	.00	.00	.00	.0%
026 2016 TIF B&I-WHISPERING PINES								
026452 2016 TIF B&I-WHISP PINES EXPEN								
60 PROFESSIONAL SERVICE								
026452 683000	PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%

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026	2016 TIF B&I-WHISPERING PINES	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
026452 683100	PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
026452 683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE								
026452 802000	IND/ECON DEV ISSUES-	197,000	197,000	197,000.00	.00	.00	.00	100.0%
026452 812000	IND/ECON DEV ISSUES-	82,503	82,503	82,502.50	.00	.00	.50	100.0%
026452 842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
	TOTAL DEBT SERVICE	281,503	281,503	281,442.50	.00	.00	60.50	100.0%
	TOTAL 2016 TIF B&I-WHISP PINES EX	281,503	281,503	281,442.50	.00	.00	60.50	100.0%
	TOTAL 2016 TIF B&I-WHISPERING PIN	281,503	281,503	281,442.50	.00	.00	60.50	100.0%
	TOTAL EXPENSES	281,503	281,503	281,442.50	.00	.00	60.50	
027 TAX COLLECTOR'S FUND								
027500 TAX COLLECTOR'S-TRANSFERS								
90 TRANSFERS								
027500 900001	T/T GENERAL FUND	0	0	20,167,540.89	306,476.35	.00	-20,167,540.89	100.0%
027500 900002	T/T PARKS & RECREATI	0	0	1,013,911.85	14,837.05	.00	-1,013,911.85	100.0%
027500 900004	T/T LIBRARY	0	0	939,272.48	13,749.34	.00	-939,272.48	100.0%
027500 900012	T/T PLANET FITNESS T	0	0	26,184.00	.00	.00	-26,184.00	100.0%
027500 900013	T/T CITY B & I	0	0	2,537,476.22	37,132.04	.00	-2,537,476.22	100.0%
027500 900014	T/T SCHOOL FUND	0	0	20,118,100.16	245,720.91	.00	-20,118,100.16	100.0%
027500 900018	T/T POL/FIRE DIS./RE	0	0	1,276,594.70	18,658.53	.00	-1,276,594.70	100.0%
027500 900020	T/T 2002 TIF B&I-S/P	0	0	120,762.00	.00	.00	-120,762.00	100.0%
027500 900021	T/T 2002 TIF B&I-H/D	0	0	.00	.00	.00	.00	.0%
027500 900022	T/T 2003 TIF B&I-CHA	0	0	195,000.00	.00	.00	-195,000.00	100.0%
027500 900023	T/T 2007 TIF B&I-T/C	0	0	50,000.00	.00	.00	-50,000.00	100.0%
027500 900024	T/T 2008 TIF B&I-LIN	0	0	.00	.00	.00	.00	.0%
027500 900025	T/T KOHLS TIF B&I	0	0	.00	.00	.00	.00	.0%
027500 900026	T/T '16 TIF B&I-WHIS	0	0	173,514.00	.00	.00	-173,514.00	100.0%

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027	TAX COLLECTOR'S FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
027500	900028 T/T 2016 TIF B&I-HBU	0	0	33,968.00	.00	.00	-33,968.00	100.0%
027500	900050 T/T RIDGE AT TURTLE	0	0	89,560.00	.00	.00	-89,560.00	100.0%
027500	900051 T/T MIDTOWN MARKET	0	0	10,831.00	.00	.00	-10,831.00	100.0%
027500	900052 T/T 2019 TIF B&I-ELA	0	0	134,735.00	.00	.00	-134,735.00	100.0%
027500	900073 T/T MASS TRANSIT OPE	0	0	256,145.63	3,748.72	.00	-256,145.63	100.0%
027500	900090 T/T 2008 TIF CONSTR-	0	0	.00	.00	.00	.00	.0%
027500	9000EB T/T GENERAL FD-EXCES	0	0	67,166.44	.00	.00	-67,166.44	100.0%
027500	9000IN T/T GENERAL FD-CHKG	0	0	.00	.00	.00	.00	.0%
027500	9000IP T/T GENERAL FD-INT/P	0	0	195,273.80	15,240.15	.00	-195,273.80	100.0%
027500	9000SB T/T SCHOOL-1988 SCH.	0	0	2,554,301.46	31,098.93	.00	-2,554,301.46	100.0%
	TOTAL TRANSFERS	0	0	49,960,337.63	686,662.02	.00	-49,960,337.63	100.0%
	TOTAL TAX COLLECTOR'S-TRANSFERS	0	0	49,960,337.63	686,662.02	.00	-49,960,337.63	100.0%
027703 TAX COLLECTOR'S-REFUNDS								
60 PROFESSIONAL SERVICE								
027703	681900 CASH OVERAGE/SHORTAG	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
	TOTAL TAX COLLECTOR'S-REFUNDS	0	0	.00	.00	.00	.00	.0%
	TOTAL TAX COLLECTOR'S FUND	0	0	49,960,337.63	686,662.02	.00	-49,960,337.63	100.0%
	TOTAL EXPENSES	0	0	49,960,337.63	686,662.02	.00	-49,960,337.63	
028 2016 TIF B&I-HBRG CLINIC MIDTN								
028452 2016 TIF B&I-HBRG CLINIC MIDTN								
60 PROFESSIONAL SERVICE								
028452	683000 PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%
028452	683100 PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
028452	683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%

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028	2016 TIF B&I-HBRG CLINIC MIDTN	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE								
028452	802000 IND/ECON DEV ISSUES-	55,000	55,000	55,000.00	.00	.00	.00	100.0%
028452	812000 IND/ECON DEV ISSUES-	20,486	20,486	20,485.12	.00	.00	.88	100.0%
028452	842000 IND/ECON DEV ISSUES	0	0	.00	.00	.00	.00	.0%
	TOTAL DEBT SERVICE	75,486	75,486	75,485.12	.00	.00	.88	100.0%
	TOTAL 2016 TIF B&I-HBRG CLINIC MI	75,486	75,486	75,485.12	.00	.00	.88	100.0%
	TOTAL 2016 TIF B&I-HBRG CLINIC MI	75,486	75,486	75,485.12	.00	.00	.88	100.0%
	TOTAL EXPENSES	75,486	75,486	75,485.12	.00	.00	.88	
039 AIRPORT IMPROVEMENT FUND								
039551 AIRPORT IMPR.-AIRPORT DIV								
40 PERSONAL SERVICES								
039551	400000 REGULAR WAGES	0	0	.00	.00	.00	.00	.0%
039551	430000 OVERTIME	0	0	.00	.00	.00	.00	.0%
039551	460000 STATE RETIREMENT	0	0	.00	.00	.00	.00	.0%
039551	470000 F.I.C.A. TAXES	0	0	.00	.00	.00	.00	.0%
039551	480000 HOSPITALIZATION INS.	0	0	.00	.00	.00	.00	.0%
	TOTAL PERSONAL SERVICES	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES								
039551	525000 GAS AND OIL	0	0	.00	.00	.00	.00	.0%
039551	546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
039551	559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
039551	561000 PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%

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039	AIRPORT IMPROVEMENT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
039551	565000 PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
039551	599000 OTHER REPAIR/MAINT.	0	0	.00	.00	.00	.00	.0%
	TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE								
039551	601500 ENGINEERING	50,000	50,000	3,319.11	.00	.00	46,680.89	6.6%
039551	602500 LEGAL	0	0	.00	.00	.00	.00	.0%
039551	635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
039551	636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
039551	639400 DISINFECT./EXTERMINA	0	0	.00	.00	.00	.00	.0%
039551	639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
039551	641500 AUTOMOTIVE EQ. RENT	0	0	.00	.00	.00	.00	.0%
039551	644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	50,000	50,000	3,319.11	.00	.00	46,680.89	6.6%
70 CAPITAL OUTLAY								
039551	723000 STREETS & ROADWAYS	0	0	.00	.00	.00	.00	.0%
039551	729502 AIRPORT IMP-FAA	3,150,000	3,150,000	2,139,432.09	406,554.48	.00	1,010,567.91	67.9%
039551	729599 MISC.OTHER IMPROVEME	119,860	119,860	.00	.00	.00	119,860.00	.0%
039551	732700 DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
039551	733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
039551	735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
039551	739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	3,269,860	3,269,860	2,139,432.09	406,554.48	.00	1,130,427.91	65.4%
	TOTAL AIRPORT IMPR.-AIRPORT DIV	3,319,860	3,319,860	2,142,751.20	406,554.48	.00	1,177,108.80	64.5%
	TOTAL AIRPORT IMPROVEMENT FUND	3,319,860	3,319,860	2,142,751.20	406,554.48	.00	1,177,108.80	64.5%
	TOTAL EXPENSES	3,319,860	3,319,860	2,142,751.20	406,554.48	.00	1,177,108.80	

050 2015A TIF B&I-RIDGE/TURTLE CRK

050452 2015A TIF B&I-RIDGE/TURTLE CRK

60 PROFESSIONAL SERVICE

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050	2015A TIF B&I-RIDGE/TURTLE CRK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
050452 683000	PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%
050452 683100	PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
050452 683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE								
050452 802000	IND/ECON DEV ISSUES-	79,000	79,000	79,000.00	.00	.00	.00	100.0%
050452 812000	IND/ECON DEV ISSUES-	40,178	40,178	40,177.50	.00	.00	.50	100.0%
050452 842000	IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
TOTAL DEBT SERVICE		121,178	121,178	121,117.50	.00	.00	60.50	100.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE		121,178	121,178	121,117.50	.00	.00	60.50	100.0%
050602 2015 TIF B&I-RIDGE/MIDTOWN MAR								
60 PROFESSIONAL SERVICE								
050602 602000	CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%
050602 602500	LEGAL	0	0	.00	.00	.00	.00	.0%
050602 604900	OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
050602 629900	OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE								
050602 800000	GENERAL ISSUES-PRINC	0	0	.00	.00	.00	.00	.0%
050602 810000	GENERAL ISSUES-INTER	0	0	.00	.00	.00	.00	.0%
050602 840000	GENERAL ISSUES	0	0	.00	.00	.00	.00	.0%
TOTAL DEBT SERVICE		0	0	.00	.00	.00	.00	.0%
TOTAL 2015 TIF B&I-RIDGE/MIDTOWN		0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL 2015A TIF B&I-RIDGE/TURTLE	121,178	121,178	121,117.50	.00	.00	60.50	100.0%
TOTAL EXPENSES	121,178	121,178	121,117.50	.00	.00	60.50	
051 2015B TIF B&I-MIDTOWN MARKET							
051452 2015B TIF B&I-MIDTOWN MARKET							
60 PROFESSIONAL SERVICE							
051452 683000 PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%
051452 683100 PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
051452 683200 BANK SERV/TRF FEE	0	0	56.70	36.25	.00	-56.70	100.0%
TOTAL PROFESSIONAL SERVICE	0	0	56.70	36.25	.00	-56.70	100.0%
80 DEBT SERVICE							
051452 802000 IND/ECON DEV ISSUES-	14,000	14,000	14,000.00	.00	.00	.00	100.0%
051452 812000 IND/ECON DEV ISSUES-	6,930	6,930	6,930.00	.00	.00	.00	100.0%
051452 842000 IND/ECON DEV ISSUES	2,000	2,000	1,940.00	.00	.00	60.00	97.0%
TOTAL DEBT SERVICE	22,930	22,930	22,870.00	.00	.00	60.00	99.7%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	22,930	22,930	22,926.70	36.25	.00	3.30	100.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	22,930	22,930	22,926.70	36.25	.00	3.30	100.0%
TOTAL EXPENSES	22,930	22,930	22,926.70	36.25	.00	3.30	
052 2019 TIF B&I-ELAM ARMS MIDTOWN							
052452 2019 TIF B&I ELAM ARMS MIDTOWN							
60 PROFESSIONAL SERVICE							
052452 683000 PROP.TAX COLL. FEES	0	0	.00	.00	.00	.00	.0%

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052	2019	TIF B&I-ELAM ARMS MIDTOWN	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
052452	683100	PROP.TAX COLL. FEES.	0	0	.00	.00	.00	.00	.0%
052452	683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE			0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE									
052452	802000	IND/ECON DEV ISSUES-	179,000	179,000	179,000.00	.00	.00	.00	100.0%
052452	812000	IND/ECON DEV ISSUES-	112,797	112,797	112,797.00	.00	.00	.00	100.0%
052452	842000	IND/ECON DEV ISSUES	2,500	2,500	2,000.00	.00	.00	500.00	80.0%
TOTAL DEBT SERVICE			294,297	294,297	293,797.00	.00	.00	500.00	99.8%
TOTAL 2019 TIF B&I ELAM ARMS MIDT			294,297	294,297	293,797.00	.00	.00	500.00	99.8%
TOTAL 2019 TIF B&I-ELAM ARMS MIDT			294,297	294,297	293,797.00	.00	.00	500.00	99.8%
TOTAL EXPENSES			294,297	294,297	293,797.00	.00	.00	500.00	
072 MUNICIPAL ROAD & BRIDGE									
072201 MUN.ROAD&BRIDGE-STREET DIV									
50 SUPPLIES & EXPENSES									
072201	513000	CHEMICALS	0	0	.00	.00	.00	.00	.0%
072201	540000	ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
072201	540500	CONCRETE, CEMENT, ET	0	0	.00	.00	.00	.00	.0%
072201	541000	BRICK,STONE,MORTAR,E	0	0	.00	.00	.00	.00	.0%
072201	541500	SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
072201	542000	DRAINAGE PIPE & CULV	0	0	.00	.00	.00	.00	.0%
072201	546000	MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
072201	555000	STREET MARKING SUPPL	0	0	.00	.00	.00	.00	.0%
072201	560000	BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
072201	561000	PLUMBING SUPPLIES	0	0	.00	.00	.00	.00	.0%
072201	562000	STRUCTURAL STEEL & I	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES			0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE									
072201	601500	ENGINEERING	120,000	94,400	55,993.83	6,122.72	.00	38,406.17	59.3%

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072	MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072201	601501 ENGINEERING-I&I STUD	60,000	37,500	.00	.00	.00	37,500.00	.0%
072201	601502 ENGINEERING-MIDTOWN	0	19,600	19,276.97	1,859.20	.00	323.03	98.4%
072201	601700 APPRAISAL	0	22,500	22,500.00	22,500.00	.00	.00	100.0%
072201	602500 LEGAL	0	6,000	5,889.07	.00	.00	110.93	98.2%
072201	604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
072201	611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
072201	636000 STREETS & STRUCTURES	1,240,000	1,252,950	475,983.89	113,437.22	667,975.00	108,991.11	91.3%
072201	638200 MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
072201	639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
072201	642000 MACHINERY RENT	0	0	.00	.00	.00	.00	.0%
072201	683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		1,420,000	1,432,950	579,643.76	143,919.14	667,975.00	185,331.24	87.1%
70 CAPITAL OUTLAY								
072201	700000 LAND	0	0	.00	.00	.00	.00	.0%
072201	700001 LAND - CE ROY PATHWA	0	0	.00	.00	.00	.00	.0%
072201	700002 LAND - HEGWOOD RD	0	0	.00	.00	.00	.00	.0%
072201	700003 LAND - OAK GROVE RD	0	0	.00	.00	.00	.00	.0%
072201	701000 EASEMENTS	0	0	.00	.00	.00	.00	.0%
072201	721002 28TH AVENUE BRIDGE	0	0	.00	.00	.00	.00	.0%
072201	721003 12TH AVENUE BRIDGE	0	0	.00	.00	.00	.00	.0%
072201	721004 BARKLEY ROAD BRIDGE	0	0	.00	.00	.00	.00	.0%
072201	721005 S. LAGOON BRIDGE REP	0	0	.00	.00	.00	.00	.0%
072201	721007 COUNTRY CLUB PEDESTR	0	0	.00	.00	.00	.00	.0%
072201	722501 SIDEWALKS-NON SPECIF	0	0	.00	.00	.00	.00	.0%
072201	722503 4TH ST-38TH TO THORN	0	0	.00	.00	.00	.00	.0%
072201	722504 4TH ST-38TH-34TH SDW	0	0	.00	.00	.00	.00	.0%
072201	722507 MDOT-LLT DEPOT TO CH	0	0	.00	.00	.00	.00	.0%
072201	722508 MDOT-J ED TURNER BIK	0	0	.00	.00	.00	.00	.0%
072201	722509 EDWARDS ST PATHWAY	0	0	.00	.00	.00	.00	.0%
072201	722510 CAMP ST WALKING TRAI	0	0	.00	.00	.00	.00	.0%
072201	722512 38TH AVE SIDEWALKS	0	0	.00	.00	.00	.00	.0%
072201	722513 CLASSIC DRIVE BIKE T	0	0	.00	.00	.00	.00	.0%
072201	722514 LLT TO AFRICAN AMER	0	0	.00	.00	.00	.00	.0%
072201	722515 31ST AVE SIDEWALKS	0	0	.00	.00	.00	.00	.0%
072201	722516 N. 31st & HARDY CROS	0	0	.00	.00	.00	.00	.0%
072201	722517 CONCAR ST/ZOO ENTRA	0	0	.00	.00	.00	.00	.0%
072201	722518 LAMAR BLVD/REGIONS	0	0	.00	.00	.00	.00	.0%
072201	722522 GORDONS CREEK COMMON	0	250,000	.00	.00	.00	250,000.00	.0%
072201	723002 INDUSTRIAL PARK ROAD	0	0	.00	.00	.00	.00	.0%

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072	MUNICIPAL ROAD & BRIDGE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072201	723003 SBF '23 MIDTOWN STRE	0	1,750,000	.00	.00	.00	1,750,000.00	.0%
072201	723010 MDOT-FUTURE PROJECT	0	0	.00	.00	.00	.00	.0%
072201	723014 LAMAR BLVD-REGIONS	0	87,897	87,897.01	87,897.01	.00	.00	100.0%
072201	723016 HARDY ST-MCLEOD TO 2	0	0	.00	.00	.00	.00	.0%
072201	723020 OAK GROVE ROUNDABOUT	0	0	.00	.00	.00	.00	.0%
072201	723021 LAKEVIEW BRIDGE NORT	0	0	.00	.00	.00	.00	.0%
072201	723022 LAKEVIEW BRIDGE SOUT	0	0	.00	.00	.00	.00	.0%
072201	723024 FORREST STREET BRIDG	0	0	.00	.00	.00	.00	.0%
072201	723025 CTRY.CLUB RD. INTERS	0	20,306	20,305.38	.00	.00	.32	100.0%
072201	723029 HARDY ST ROUNDABOUT	0	0	.00	.00	.00	.00	.0%
072201	723043 MDOT-MARTIN LUTHER K	0	0	.00	.00	.00	.00	.0%
072201	723051 MDOT-LLT-US 49 TO MA	0	0	.00	.00	.00	.00	.0%
072201	723056 GORDON'S CREEK COMMO	0	0	.00	.00	.00	.00	.0%
072201	723082 38TH AVE IMPR/BP FUN	0	0	.00	.00	.00	.00	.0%
072201	723083 HARDY/49-W PINE/BP F	0	0	.00	.00	.00	.00	.0%
072201	723099 OTHER STREET IMPR.	0	1,957,070	97,585.00	.00	.00	1,859,485.29	5.0%
072201	729502 AIRPORT IMP-FAA	0	0	.00	.00	.00	.00	.0%
072201	729510 ELAINE CIRCLE RETAIN	0	0	.00	.00	.00	.00	.0%
072201	729552 MIDTOWN STREETSCAPES	0	4,000,000	193,415.81	64,019.53	.00	3,806,584.19	4.8%
072201	729576 ST ANNE'S CULVERT RE	0	0	.00	.00	.00	.00	.0%
072201	733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
072201	734500 CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
072201	740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
072201	742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
072201	744000 DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
072201	745000 SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY		0	8,065,273	399,203.20	151,916.54	.00	7,666,069.80	4.9%
TOTAL MUN.ROAD&BRIDGE-STREET DIV		1,420,000	9,498,223	978,846.96	295,835.68	667,975.00	7,851,401.04	17.3%
072460 MUN.R&B FUND-CAPITAL LEASES								
80 DEBT SERVICE								
072460	851200 TRACTOR LEASE '11	0	0	.00	.00	.00	.00	.0%
072460	851400 BACKHOE LEASE '11	0	0	.00	.00	.00	.00	.0%
072460	861200 TRACTOR LEASE '11	0	0	.00	.00	.00	.00	.0%
072460	861400 BACKHOE LEASE '11	0	0	.00	.00	.00	.00	.0%
TOTAL DEBT SERVICE		0	0	.00	.00	.00	.00	.0%
TOTAL MUN.R&B FUND-CAPITAL LEASES		0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
072500 MUN. ROAD&BRIDGE-TRANSFERS							
90 TRANSFERS							
072500 900001 T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
072500 900008 T/T SPECIAL STREET	0	0	.00	.00	.00	.00	.0%
072500 900082 T/T COMMUNITY DEVELO	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
TOTAL MUN. ROAD&BRIDGE-TRANSFERS	0	0	.00	.00	.00	.00	.0%
TOTAL MUNICIPAL ROAD & BRIDGE	1,420,000	9,498,223	978,846.96	295,835.68	667,975.00	7,851,401.04	17.3%
TOTAL EXPENSES	1,420,000	9,498,223	978,846.96	295,835.68	667,975.00	7,851,401.04	
073 MASS TRANSIT FUND							
073570 MASS TRANSIT-TRANSPORTATION							
40 PERSONAL SERVICES							
073570 400000 REGULAR WAGES	985,000	989,160	707,823.41	70,113.55	.00	281,336.59	71.6%
073570 401000 DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
073570 430000 OVERTIME	65,000	65,000	102,732.69	9,039.55	.00	-37,732.69	158.1%
073570 431000 DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
073570 460000 STATE RETIREMENT	188,000	188,750	140,502.45	14,168.42	.00	48,247.55	74.4%
073570 470000 F.I.C.A. TAXES	80,400	80,730	60,954.21	5,945.56	.00	19,775.79	75.5%
073570 480000 HOSPITALIZATION INS.	201,600	201,600	128,647.32	12,328.70	.00	72,952.68	63.8%
073570 490000 UNEMPLOYMENT BENEFIT	6,500	6,500	5,799.75	.00	.00	700.25	89.2%
073570 491000 WORKMAN'S COMPENSATI	18,000	18,000	.00	.00	.00	18,000.00	.0%
TOTAL PERSONAL SERVICES	1,544,500	1,549,740	1,146,459.83	111,595.78	.00	403,280.17	74.0%
50 SUPPLIES & EXPENSES							
073570 500300 PAPER	500	500	476.63	.00	.00	23.37	95.3%

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FOR 2024 10

073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
073570	500500	PRINTED FORMS	100	100	.00	.00	100.00	.0%	
073570	501000	OTHER EXPENDABLE OFF	1,500	1,500	435.31	27.71	1,047.68	98.9%	
073570	502000	MINOR OFFICE EQUIP/F	5,000	5,300	4,091.38	801.67	1,105.10	98.0%	
073570	505000	SUBSCRIPTIONS,MAGS,M	200	200	.00	.00	200.00	.0%	
073570	507000	BOOKS	0	0	.00	.00	.00	.0%	
073570	508000	COMPUTER SUPPLIES	2,500	2,500	.00	.00	2,462.01	98.5%	
073570	510000	CLEANING/JANITORIAL	3,000	3,000	2,004.34	.00	244.82	75.0%	
073570	511100	SUPPLIES - COVID 19	5,710	5,410	1,870.23	.00	.00	3,539.77	34.6%
073570	511500	FOOD	200	200	.00	.00	200.00	.0%	
073570	512000	MEDICAL SUPPLIES	0	0	.00	.00	.00	.0%	
073570	513000	CHEMICALS	100	100	.00	.00	100.00	.0%	
073570	525000	GAS AND OIL	13,000	76,376	78,323.21	15,782.70	2,091.58	-4,038.37	105.3%
073570	525500	LUBRICANTS	1,000	1,000	544.12	.00	.00	455.88	54.4%
073570	525700	DIESEL FUEL	114,000	54,000	53,666.50	10,275.90	.00	333.50	99.4%
073570	526000	OTHER FUEL	300	0	.00	.00	.00	.00	.0%
073570	535500	WEARING APPAREL	2,000	237	237.13	.00	.00	.00	100.0%
073570	540500	CONCRETE, CEMENT, ET	100	100	.00	.00	.00	100.00	.0%
073570	541500	SAND,CLAY,GRVL,FILL	0	0	.00	.00	.00	.00	.0%
073570	545000	HAND TOOLS	6,000	6,000	659.83	.00	.00	5,340.17	11.0%
073570	546000	MINOR EQUIPMENT	6,000	6,000	1,780.44	655.39	2,953.41	1,266.15	78.9%
073570	559000	OTHER OPERATING MATL	700	700	449.33	.00	248.69	1.98	99.7%
073570	560000	BUILDING MATERIALS &	1,000	1,000	.00	.00	172.68	827.32	17.3%
073570	560500	ELECTRICAL SUPPLIES	500	76	75.96	.00	.00	.04	99.9%
073570	561000	PLUMBING SUPPLIES	500	110	110.45	.00	.00	.00	100.0%
073570	565000	PAINT AND PAINTING S	500	0	.00	.00	.00	.00	.0%
073570	570000	MTR VEHICLE REP. PTS	2,500	2,500	2,490.80	.00	.00	9.20	99.6%
073570	571000	REPAIR PARTS - BUSES	0	0	.00	.00	.00	.00	.0%
073570	571001	REPAIR PARTS - FIXED	60,000	60,000	13,853.96	4,823.69	15,438.19	30,707.85	48.8%
073570	571002	REPAIR PARTS - PARAT	15,000	15,000	831.95	.00	3,532.08	10,635.97	29.1%
073570	575000	COMMUNICATION REPAIR	1,500	1,500	.00	.00	175.84	1,324.16	11.7%
073570	575500	AGRICLTRL REPAIR PTS	0	0	.00	.00	.00	.00	.0%
073570	599000	OTHER REPAIR/MAINT.	3,000	3,000	2,032.71	201.03	880.25	87.04	97.1%
TOTAL SUPPLIES & EXPENSES		246,410	246,410	163,934.28	32,568.09	30,352.33	52,123.39	78.8%	

60 PROFESSIONAL SERVICE

073570	601000	AUDITING AND ACCOUNT	0	0	.00	.00	.00	.00	.0%
073570	601200	ARCHITECTURAL	0	0	.00	.00	.00	.00	.0%
073570	602000	CONSULTANT SERV/SURV	45,375	41,875	9,743.06	2,743.06	.00	32,131.94	23.3%
073570	602100	BUILDING SECURITY	1,000	1,000	359.40	.00	.00	640.60	35.9%
073570	602700	MEDICAL	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
073570	604900	OTHER PROFESSIONAL S	5,000	5,000	4,042.64	.00	.00	957.36	80.9%
073570	606000	TELEPHONE AND TELEGR	6,500	8,500	6,547.32	706.08	.00	1,952.68	77.0%
073570	607000	POSTAGE	200	200	.00	.00	.00	200.00	.0%
073570	609900	OTHER COMMUNICATION	20,200	18,200	10,690.65	.00	.00	7,509.35	58.7%
073570	611000	TRAVEL EXPENSE	4,000	4,000	.00	.00	.00	4,000.00	.0%
073570	612000	FREIGHT	1,000	1,000	278.17	.00	275.00	446.83	55.3%
073570	613000	MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
073570	615000	ADVERTISING	7,000	7,000	.00	.00	.00	7,000.00	.0%
073570	620000	PRINTING	3,000	3,000	797.84	51.00	1,156.18	1,045.98	65.1%
073570	625500	PUBLIC LIAB/PROPERTY	61,000	61,000	.00	.00	.00	61,000.00	.0%
073570	626500	AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
073570	627000	SURETY AND FORGERY B	0	0	.00	.00	.00	.00	.0%
073570	630500	ELECTRICITY	19,000	19,000	18,448.31	961.08	.00	551.69	97.1%
073570	635000	BUILDING R&M	1,500	1,500	60.00	.00	.00	1,440.00	4.0%
073570	635500	ELECTRICAL R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
073570	635700	PLUMBING EQUIPMENT R	0	0	.00	.00	.00	.00	.0%
073570	636500	OFFICE EQUIPMENT R&M	500	500	.00	.00	.00	500.00	.0%
073570	638000	FIXED EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
073570	638200	MINOR EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
073570	638400	MOTOR VEHICLE EQ. R&	2,000	2,000	1,908.65	.00	.00	91.35	95.4%
073570	638501	BUS EQUIP R&M-FIXED	90,000	117,800	40,148.94	.00	17,898.82	59,752.24	49.3%
073570	638502	BUS EQUIP R&M-PARATR	30,000	30,000	20,467.00	.00	.00	9,533.00	68.2%
073570	639000	COMMUNICATION EQ. R&	2,500	2,500	.00	.00	.00	2,500.00	.0%
073570	639400	DISINFECT./EXTERMINA	250	250	48.00	.00	.00	202.00	19.2%
073570	639600	SIGN PAINTING	1,200	1,200	.00	.00	474.81	725.19	39.6%
073570	639800	TOW IN CHARGES	2,000	2,000	1,075.00	.00	.00	925.00	53.8%
073570	639900	OTHER REPAIRS AND MA	2,500	2,500	1,406.19	850.00	296.61	797.20	68.1%
073570	640500	BUILDING RENT	0	0	.00	.00	.00	.00	.0%
073570	642500	CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
073570	643000	UNIFORM RENT	11,500	15,000	12,857.41	1,688.02	.00	2,142.59	85.7%
073570	644900	OTHER RENT	500	500	.00	.00	.00	500.00	.0%
073570	683000	PROP.TAX COLL. FEES	750	750	960.04	88.21	.00	-210.04	128.0%
073570	683100	PROP.TAX COLL. FEES.	1,500	1,500	1,592.78	11.19	.00	-92.78	106.2%
073570	684000	DUES AND MEMBERSHIPS	700	700	.00	.00	.00	700.00	.0%
073570	684500	REGISTRATION FEE/TUI	200	200	.00	.00	.00	200.00	.0%
073570	685000	LAUNDRY	0	0	.00	.00	.00	.00	.0%
073570	686800	JARC-OPERATIONS	0	0	.00	.00	.00	.00	.0%
073570	687000	CUSTODIAL SERVICE	4,500	4,500	5,036.04	432.72	2,379.60	-2,915.64	164.8%
073570	699900	SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		326,875	354,675	136,467.44	7,531.36	22,481.02	195,726.54	44.8%	

70 CAPITAL OUTLAY

073570	710024	BUS SHELTERS	61,646	61,646	.00	.00	.00	61,646.00	.0%
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073	MASS TRANSIT FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
073570 710027	MASS TRANSIT FACILIT	143,194	143,194	.00	.00	.00	143,194.00	.0%
073570 710029	TRANSIT FACILITY ARC	121,538	121,538	.00	.00	.00	121,538.00	.0%
073570 729553	BUS SHELTER INFRAS-5	3,082,962	3,082,962	633,138.66	.00	.00	2,449,823.34	20.5%
073570 729599	MISC.OTHER IMPROVEME	0	0	.00	.00	.00	.00	.0%
073570 732500	OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
073570 732700	DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
073570 732800	SOFTWARE	0	0	.00	.00	.00	.00	.0%
073570 733400	FAREBOX MEDIA EQUIPM	276,000	276,000	.00	.00	.00	276,000.00	.0%
073570 733500	AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
073570 733600	SURVEILLANCE/SECURITY	7,760	7,760	.00	.00	.00	7,760.00	.0%
073570 735500	COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
073570 735600	COMMUNICATION EQ-USM	0	0	.00	.00	.00	.00	.0%
073570 735700	ARRA-GPS EQUIPMENT	0	0	.00	.00	.00	.00	.0%
073570 739000	MAJOR EQUIP. IMPROVE	0	0	.00	.00	.00	.00	.0%
073570 739900	OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
073570 740000	AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
073570 741000	BUSES	163,292	206,292	43,064.53	.00	.00	163,227.47	20.9%
073570 741500	TROLLEYS	0	0	.00	.00	.00	.00	.0%
073570 745000	SPECIAL TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY		3,856,392	3,899,392	676,203.19	.00	.00	3,223,188.81	17.3%
TOTAL MASS TRANSIT-TRANSPORTATION		5,974,177	6,050,217	2,123,064.74	151,695.23	52,833.35	3,874,318.91	36.0%
TOTAL MASS TRANSIT FUND		5,974,177	6,050,217	2,123,064.74	151,695.23	52,833.35	3,874,318.91	36.0%
TOTAL EXPENSES		5,974,177	6,050,217	2,123,064.74	151,695.23	52,833.35	3,874,318.91	
075 WATER&SEWER CONSTRUCTION FUND								
075500 W&S CONSTR.-TRANSFERS								
90 TRANSFERS								
075500 900001	T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
075500 900009	T/T GROUP INSURANCE	0	0	.00	.00	.00	.00	.0%
075500 900010	T/T WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
075500 900072	T/T MUN.ROAD & BRIDG	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS		0	0	.00	.00	.00	.00	.0%
TOTAL W&S CONSTR.-TRANSFERS		0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
075695 W&S CONSTR.-CAPITAL PROJECTS							
075695 729529 ARLEDGE & KATIE LOT	0	0	.00	.00	.00	.00	.0%
TOTAL UNDEFINED CHAR	0	0	.00	.00	.00	.00	.0%
50 SUPPLIES & EXPENSES							
075695 540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE							
075695 601500 ENGINEERING	2,000,000	1,769,920	1,406,117.11	213,989.28	.00	363,802.60	79.4%
075695 601501 ENGINEERING-I&I STUD	0	0	.00	.00	.00	.00	.0%
075695 601503 ENGINEERING-MCWI	0	180,080	179,757.29	26,095.00	.00	323.00	99.8%
075695 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
075695 604900 OTHER PROFESSIONAL S	0	50,000	6,476.00	4,876.00	.00	43,524.00	13.0%
075695 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
075695 670000 SETTLEMT OF DAMAGE C	0	0	.00	.00	.00	.00	.0%
075695 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
075695 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	2,000,000	2,000,000	1,592,350.40	244,960.28	.00	407,649.60	79.6%
70 CAPITAL OUTLAY							
075695 700000 LAND	0	0	.00	.00	.00	.00	.0%
075695 701000 EASEMENTS	0	0	.00	.00	.00	.00	.0%
075695 721005 S. LAGOON BRIDGE REP	0	0	.00	.00	.00	.00	.0%
075695 721200 FENCES/RAILINGS	0	0	.00	.00	.00	.00	.0%
075695 722001 HALL AVENUE SEWER	0	0	.00	.00	.00	.00	.0%
075695 722002 LONGLEAF HEIGHTS NOR	0	0	.00	.00	.00	.00	.0%
075695 722003 PRCC SEWER	0	0	.00	.00	.00	.00	.0%
075695 722004 MISC.SEWER SYSTEMS I	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
075695 722005 MIDTOWN SEWER PROJEC	0	0	.00	.00	.00	.00	.0%
075695 722006 MIDTOWN SEWER TERM B	0	0	.00	.00	.00	.00	.0%
075695 722007 EDWARDS ST REHAB	0	0	.00	.00	.00	.00	.0%
075695 722008 HBG HIGH AREA PH I	0	0	.00	.00	.00	.00	.0%
075695 722009 HBG HIGH AREA PH II	0	0	.00	.00	.00	.00	.0%
075695 722010 FORREST AVE REHAB	0	53,446	53,446.25	.00	.00	.00	100.0%
075695 722028 MID TOWN INFRASTRUCT	0	0	.00	.00	.00	.00	.0%
075695 722065 S 31st AVE DRAINAGE	0	0	.00	.00	.00	.00	.0%
075695 722067 LAMAR BLVD-REGIONS	0	0	.00	.00	.00	.00	.0%
075695 722099 PROGRAMMED SEWER PRO	4,000,000	3,907,993	17,478.60	9,826.60	.00	3,890,514.75	.4%
075695 723001 W&S-PAVING	0	0	.00	.00	.00	.00	.0%
075695 724501 ARCADIA SUNSET	0	625,416	624,159.54	89,827.40	.00	1,256.78	99.8%
075695 724502 PIPELINE ROAD	0	107,505	107,415.29	86,625.29	.00	90.00	99.9%
075695 724512 N 39TH & 40TH IMPROV	0	0	.00	.00	.00	.00	.0%
075695 724515 AUDUBON-WESTWOOD IMP	0	0	.00	.00	.00	.00	.0%
075695 724518 COUNTRY CLUB WATER	0	0	.00	.00	.00	.00	.0%
075695 724529 EAST JERUSALEM AREA	0	0	.00	.00	.00	.00	.0%
075695 724530 LAMAR BLVD WATER	0	0	.00	.00	.00	.00	.0%
075695 724561 2017 WATER IMPROVEME	0	0	.00	.00	.00	.00	.0%
075695 724599 PROGRAMMED WATER PRO	0	964,588	900,524.94	52,350.00	.00	64,063.50	93.4%
075695 729569 SRF WTR PLT #1 REHAB	400,300	606,397	606,396.63	.00	.00	.00	100.0%
075695 729570 SRF WTR PLT #1 REHAB	1,605,000	1,820,354	1,819,116.50	182,078.48	.00	1,237.42	99.9%
075695 729577 SRF WTR PLT #1 REHAB	0	42,373	42,372.67	42,372.67	.00	.00	100.0%
075695 729578 SRF WTR PLT #1 REHAB	0	9,946	9,946.13	.00	.00	.00	100.0%
075695 729579 SRF WTR PLT #1 REHAB	0	7,281	7,281.00	.00	.00	.00	100.0%
075695 729598 TANK PAINTING/MAINT	0	0	.00	.00	.00	.00	.0%
075695 732500 OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
075695 736500 HYDRANTS & METERS	0	0	.00	.00	.00	.00	.0%
075695 737000 PIPE	0	0	.00	.00	.00	.00	.0%
075695 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	6,005,300	8,145,300	4,188,137.55	463,080.44	.00	3,957,162.45	51.4%
TOTAL W&S CONSTR.-CAPITAL PROJECT	8,005,300	10,145,300	5,780,487.95	708,040.72	.00	4,364,812.05	57.0%
TOTAL WATER&SEWER CONSTRUCTION FU	8,005,300	10,145,300	5,780,487.95	708,040.72	.00	4,364,812.05	57.0%
TOTAL EXPENSES	8,005,300	10,145,300	5,780,487.95	708,040.72	.00	4,364,812.05	
077 COMMUNITY CENTERS' FUND							
077500 COMMUNITY CENTER TRANSFERS							
90 TRANSFERS							
077500 900086 T/T SPECIAL SALES TA	0	162,000	.00	.00	.00	162,000.00	.0%

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FOR 2024 10

077	COMMUNITY CENTERS' FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL TRANSFERS	0	162,000	.00	.00	.00	162,000.00	.0%
	TOTAL COMMUNITY CENTER TRANSFERS	0	162,000	.00	.00	.00	162,000.00	.0%

077650 COMMUNITY CTR-ADMIN/GENERAL

40 PERSONAL SERVICES

077650 400000	REGULAR WAGES	379,300	379,300	313,117.90	26,088.25	.00	66,182.10	82.6%
077650 401000	DISASTER RECOVERY WA	0	0	.00	.00	.00	.00	.0%
077650 430000	OVERTIME	11,000	21,000	19,124.59	1,593.96	.00	1,875.41	91.1%
077650 431000	DISASTER RECOVERY OV	0	0	.00	.00	.00	.00	.0%
077650 460000	STATE RETIREMENT	70,000	70,000	57,948.65	4,955.11	.00	12,051.35	82.8%
077650 470000	F.I.C.A. TAXES	29,900	29,900	24,586.15	2,049.47	.00	5,313.85	82.2%
077650 480000	HOSPITALIZATION INS.	109,200	109,200	67,861.73	6,014.00	.00	41,338.27	62.1%
077650 490000	UNEMPLOYMENT BENEFIT	1,000	1,000	.00	.00	.00	1,000.00	.0%
077650 491000	WORKMAN'S COMPENSATI	13,500	13,500	.00	.00	.00	13,500.00	.0%
	TOTAL PERSONAL SERVICES	613,900	623,900	482,639.02	40,700.79	.00	141,260.98	77.4%

50 SUPPLIES & EXPENSES

077650 500300	PAPER	0	0	.00	.00	.00	.00	.0%
077650 500500	PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
077650 501000	OTHER EXPENDABLE OFF	500	300	135.00	.00	.00	165.00	45.0%
077650 502000	MINOR OFFICE EQUIP/F	0	0	.00	.00	.00	.00	.0%
077650 505000	SUBSCRIPTIONS,MAGS,M	0	0	.00	.00	.00	.00	.0%
077650 507000	BOOKS	0	0	.00	.00	.00	.00	.0%
077650 510000	CLEANING/JANITORIAL	15,000	15,000	13,736.26	.00	871.87	391.87	97.4%
077650 511000	HOUSEHOLD SUPPLIES	0	0	.00	.00	.00	.00	.0%
077650 511500	FOOD	0	0	.00	.00	.00	.00	.0%
077650 512000	MEDICAL SUPPLIES	250	250	.00	.00	.00	250.00	.0%
077650 513000	CHEMICALS	0	0	.00	.00	.00	.00	.0%
077650 525000	GAS AND OIL	3,500	3,500	2,718.33	783.18	.00	781.67	77.7%
077650 535500	WEARING APPAREL	400	2,000	1,638.50	759.00	.00	361.50	81.9%
077650 544000	HORT./LANDSCAPING SP	2,250	2,250	1,523.00	76.00	.00	727.00	67.7%
077650 545000	HAND TOOLS	0	0	.00	.00	.00	.00	.0%
077650 546000	MINOR EQUIPMENT	6,500	6,500	6,245.17	7.95	.00	254.83	96.1%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
077650 559000 OTHER OPERATING MATL	2,000	1,600	1,336.23	.00	.00	263.77	83.5%
077650 560000 BUILDING MATERIALS &	2,500	2,500	1,665.62	.00	.00	834.38	66.6%
077650 560500 ELECTRICAL SUPPLIES	5,000	4,000	2,739.75	519.97	180.60	1,079.65	73.0%
077650 561000 PLUMBING SUPPLIES	3,500	2,500	1,218.04	625.41	399.92	882.04	64.7%
077650 565000 PAINT AND PAINTING S	800	800	39.83	.00	16.31	743.86	7.0%
077650 570000 MTR VEHICLE REP. PTS	2,500	3,500	3,650.75	94.40	.00	-150.75	104.3%
077650 599000 OTHER REPAIR/MAINT.	1,000	1,000	710.57	.00	.00	289.43	71.1%
TOTAL SUPPLIES & EXPENSES	45,700	45,700	37,357.05	2,865.91	1,468.70	6,874.25	85.0%

60 PROFESSIONAL SERVICE

077650 600100 PROF SERVICES - COVI	13,400	0	.00	.00	.00	.00	.0%
077650 603300 ENTERTAINMENT	0	0	.00	.00	.00	.00	.0%
077650 604900 OTHER PROFESSIONAL S	15,000	15,000	14,768.35	.00	.00	231.65	98.5%
077650 606000 TELEPHONE AND TELEGR	2,000	2,000	616.13	61.57	.00	1,383.87	30.8%
077650 607000 POSTAGE	0	0	.00	.00	.00	.00	.0%
077650 611000 TRAVEL EXPENSE	500	500	.00	.00	.00	500.00	.0%
077650 612000 FREIGHT	0	0	.00	.00	.00	.00	.0%
077650 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
077650 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
077650 626000 BOILER MACHINERY	0	0	.00	.00	.00	.00	.0%
077650 626500 AUTOMOBILE INSURANCE	0	0	.00	.00	.00	.00	.0%
077650 630000 GAS	14,000	22,000	24,892.19	2,158.47	.00	-2,892.19	113.1%
077650 630500 ELECTRICITY	72,000	84,000	77,540.67	5,252.00	59.20	6,400.13	92.4%
077650 635000 BUILDING R&M	17,500	23,500	19,639.88	2,743.45	2,680.00	1,180.12	95.0%
077650 635500 ELECTRICAL R&M	0	0	.00	.00	.00	.00	.0%
077650 635700 PLUMBING EQUIPMENT R	2,000	2,000	.00	.00	.00	2,000.00	.0%
077650 636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
077650 637000 HOUSEHOLD EQUIPMENT	9,000	5,500	2,514.67	.00	.00	2,985.33	45.7%
077650 638000 FIXED EQUIPMENT R&M	13,150	13,150	13,101.95	.00	.00	48.05	99.6%
077650 638200 MINOR EQUIPMENT R&M	1,500	1,500	.00	.00	.00	1,500.00	.0%
077650 638400 MOTOR VEHICLE EQ. R&	3,500	3,500	1,054.75	.00	.00	2,445.25	30.1%
077650 639200 CLEANING AND PAINTIN	8,000	11,500	11,265.00	4,835.00	.00	235.00	98.0%
077650 639400 DISINFECT./EXTERMINA	6,000	6,000	4,721.00	2,268.00	.00	1,279.00	78.7%
077650 639800 TOW IN CHARGES	250	250	.00	.00	.00	250.00	.0%
077650 639900 OTHER REPAIRS AND MA	3,000	10,400	2,895.00	.00	5,700.00	1,805.00	82.6%
077650 641000 OFFICE EQUIPMENT REN	0	0	.00	.00	.00	.00	.0%
077650 642500 CYLINDER RENT	0	0	.00	.00	.00	.00	.0%
077650 643000 UNIFORM RENT	8,000	8,000	6,125.36	500.00	.00	1,874.64	76.6%
077650 643500 MOP-MAT-RAG RENT	0	0	.00	.00	.00	.00	.0%
077650 644900 OTHER RENT	500	500	.00	.00	.00	500.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
077650 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
077650 684000 DUES AND MEMBERSHIPS	0	0	.00	.00	.00	.00	.0%
077650 684500 REGISTRATION FEE/TUI	800	800	255.00	.00	.00	545.00	31.9%
077650 699900 SERVICES NOT SPECIFI	1,000	1,000	850.00	.00	.00	150.00	85.0%
TOTAL PROFESSIONAL SERVICE	191,100	211,100	180,239.95	17,818.49	8,439.20	22,420.85	89.4%
70 CAPITAL OUTLAY							
077650 715001 H'BURG MUSEUM	0	0	.00	.00	.00	.00	.0%
077650 715010 REC CENTER OLD YMCA	20,000	20,000	8,302.88	3,188.00	2,275.00	9,422.12	52.9%
077650 715014 CULTURAL CENTER	28,000	40,000	27,023.10	.00	.00	12,976.90	67.6%
077650 715019 JDS COM CTR(CEILING/	10,000	3,000	.00	.00	.00	3,000.00	.0%
077650 715021 CE ROY/5TH STREET	7,500	5,000	.00	.00	3,793.78	1,206.22	75.9%
077650 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
077650 729523 MS ARTS COMMISSION G	0	41,950	42,489.03	.00	.00	-539.03	101.3%
077650 732000 HOUSEHOLD FURN/EQUIP	5,000	5,000	.00	.00	170.00	4,830.00	3.4%
077650 732500 OFFICE FURN/EQUIP.	0	-2,500	.00	.00	.00	-2,500.00	.0%
077650 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
077650 739900 OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
077650 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
077650 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	70,500	112,450	77,815.01	3,188.00	6,238.78	28,396.21	74.7%
TOTAL COMMUNITY CTR-ADMIN/GENERAL	921,200	993,150	778,051.03	64,573.19	16,146.68	198,952.29	80.0%
TOTAL COMMUNITY CENTERS' FUND	921,200	1,155,150	778,051.03	64,573.19	16,146.68	360,952.29	68.8%
TOTAL EXPENSES	921,200	1,155,150	778,051.03	64,573.19	16,146.68	360,952.29	
079 COVID FISCAL RECOVERY FUNDS							
079500 COVID FISCAL RECOVERY TRANSFER							
90 TRANSFERS							
079500 900001 T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
TOTAL COVID FISCAL RECOVERY TRANS	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
079605 COVID FISCAL RECOVERY EXPENSES							
60 PROFESSIONAL SERVICE							
079605 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
079605 683800 BANK NSF FEES	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY							
079605 722007 EDWARDS ST REHAB	0	1,416,860	896,848.10	477,287.25	.00	520,011.90	63.3%
079605 729567 MLK AVE INFRASTRUCTU	0	4,076,781	3,116,982.87	227,927.96	.00	959,797.63	76.5%
079605 743500 FIRE TRUCKS	1,297,568	0	.00	.00	.00	.00	.0%
079605 746000 SANITATION TRUCKS	0	0	.00	.00	.00	.00	.0%
079605 790000 CAPITAL PROJECTS-GRA	11,578,240	17,662,840	676,830.52	.00	.00	16,986,008.98	3.8%
TOTAL CAPITAL OUTLAY	12,875,808	23,156,480	4,690,661.49	705,215.21	.00	18,465,818.51	20.3%
TOTAL COVID FISCAL RECOVERY EXPEN	12,875,808	23,156,480	4,690,661.49	705,215.21	.00	18,465,818.51	20.3%
TOTAL COVID FISCAL RECOVERY FUNDS	12,875,808	23,156,480	4,690,661.49	705,215.21	.00	18,465,818.51	20.3%
TOTAL EXPENSES	12,875,808	23,156,480	4,690,661.49	705,215.21	.00	18,465,818.51	
082 COMMUNITY DEVELOP. BLOCK GRANT							
082285 CDBG-ENTITLEMENTS							
23 FEDERAL GRANTS							
082285 715003 HOME ARP ACQUIS REHA	0	0	.00	.00	.00	.00	.0%
TOTAL FEDERAL GRANTS	0	0	.00	.00	.00	.00	.0%
40 PERSONAL SERVICES							
082285 400000 REGULAR WAGES	200,000	200,000	144,276.90	10,590.16	.00	55,723.10	72.1%

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082285 430000	OVERTIME	0	0	.00	.00	.00	.00	.0%
082285 460000	STATE RETIREMENT	35,800	35,800	25,157.32	1,895.64	.00	10,642.68	70.3%
082285 470000	F.I.C.A. TAXES	15,300	15,300	10,860.09	796.51	.00	4,439.91	71.0%
082285 480000	HOSPITALIZATION INS.	42,000	42,000	24,650.83	2,024.09	.00	17,349.17	58.7%
082285 490000	UNEMPLOYMENT BENEFIT	500	500	.00	.00	.00	500.00	.0%
082285 491000	WORKMAN'S COMPENSATI	3,800	3,800	.00	.00	.00	3,800.00	.0%
TOTAL PERSONAL SERVICES		297,400	297,400	204,945.14	15,306.40	.00	92,454.86	68.9%
50 SUPPLIES & EXPENSES								
082285 500300	PAPER	500	500	.00	.00	.00	500.00	.0%
082285 500500	PRINTED FORMS	0	0	.00	.00	.00	.00	.0%
082285 501000	OTHER EXPENDABLE OFF	1,500	1,500	524.93	141.48	90.98	884.09	41.1%
082285 502000	MINOR OFFICE EQUIP/F	850	850	149.61	.00	75.18	625.21	26.4%
082285 505000	SUBSCRIPTIONS,MAGS,M	275	275	.00	.00	.00	275.00	.0%
082285 507000	BOOKS	275	275	.00	.00	.00	275.00	.0%
082285 508000	COMPUTER SUPPLIES	0	0	.00	.00	.00	.00	.0%
082285 511500	FOOD	0	0	.00	.00	.00	.00	.0%
082285 525000	GAS AND OIL	1,200	1,200	643.62	227.20	.00	556.38	53.6%
082285 525500	LUBRICANTS	0	0	.00	.00	.00	.00	.0%
082285 535500	WEARING APPAREL	250	250	.00	.00	.00	250.00	.0%
082285 546000	MINOR EQUIPMENT	300	300	205.44	.00	.00	94.56	68.5%
082285 559000	OTHER OPERATING MATL	300	300	.00	.00	.00	300.00	.0%
082285 559100	OTHER OPER.MATLS-FUL	100	100	.00	.00	.00	100.00	.0%
082285 559200	OTHER OPER.MATLS-D.A	100	100	.00	.00	.00	100.00	.0%
082285 560000	BUILDING MATERIALS &	0	0	.00	.00	.00	.00	.0%
082285 565000	PAINT AND PAINTING S	0	0	.00	.00	.00	.00	.0%
082285 570000	MTR VEHICLE REP. PTS	2,600	2,600	279.95	25.00	.00	2,320.05	10.8%
082285 580000	MINOR COMPUTER EQUIP	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES		8,250	8,250	1,803.55	393.68	166.16	6,280.29	23.9%
60 PROFESSIONAL SERVICE								
082285 601000	AUDITING AND ACCOUNT	0	0	.00	.00	.00	.00	.0%
082285 601301	DEMOLITION-TARGET AR	0	0	.00	.00	.00	.00	.0%
082285 601302	ASBESTOS REMOVAL-TAR	0	0	.00	.00	.00	.00	.0%
082285 601303	LOT CLEARING-TARGET	0	0	.00	.00	.00	.00	.0%
082285 602000	CONSULTANT SERV/SURV	0	0	.00	.00	.00	.00	.0%

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082285	602006 HOME ARP ADMIN	30,000	30,000	.00	.00	.00	30,000.00	.0%
082285	604901 CDBG CARES	644,760	644,760	.00	.00	.00	644,760.00	.0%
082285	604903 COMM.HOUSING DEV. OR	183,000	183,000	.00	.00	.00	183,000.00	.0%
082285	604904 DOWNTOWN LIGHTING	0	0	.00	.00	.00	.00	.0%
082285	604906 RECORDING FEES	300	300	.00	.00	.00	300.00	.0%
082285	604907 ADP LOAN PROGRAM	0	0	.00	.00	.00	.00	.0%
082285	604908 ENVIRONMENTAL STUDY	0	0	.00	.00	.00	.00	.0%
082285	604909 CAPITAL IMPROVEMENT	0	0	.00	.00	.00	.00	.0%
082285	604910 PUB.SERV.GRANT EXPEN	1,000	1,000	.00	.00	.00	1,000.00	.0%
082285	604911 NEIGHBORHOOD GRANT E	0	0	.00	.00	.00	.00	.0%
082285	604912 ENGR-DRAINAGE CDBG	0	0	.00	.00	.00	.00	.0%
082285	604913 DEMOLITION 1999-2007	0	0	.00	.00	.00	.00	.0%
082285	604914 FACADE IMPR.PROGRAM	0	0	.00	.00	.00	.00	.0%
082285	604915 PLANNING	0	0	.00	.00	.00	.00	.0%
082285	604916 HABITAT PROGRAM	0	0	.00	.00	.00	.00	.0%
082285	604917 PRVO EXPENDITURE	0	0	.00	.00	.00	.00	.0%
082285	604918 EATON SCHOOL	0	0	.00	.00	.00	.00	.0%
082285	604999 OTHER	50,000	49,860	.00	.00	.00	49,860.00	.0%
082285	606000 TELEPHONE AND TELEGR	900	900	.00	.00	.00	900.00	.0%
082285	611000 TRAVEL EXPENSE	3,900	3,400	.00	.00	.00	3,400.00	.0%
082285	613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
082285	615000 ADVERTISING	900	900	.00	.00	.00	900.00	.0%
082285	620200 PRINTING-GRANT RELAT	0	0	.00	.00	.00	.00	.0%
082285	636500 OFFICE EQUIPMENT R&M	0	0	.00	.00	.00	.00	.0%
082285	638400 MOTOR VEHICLE EQ. R&	1,000	1,000	308.45	169.39	.00	691.55	30.8%
082285	641000 OFFICE EQUIPMENT REN	2,500	2,800	2,208.19	206.37	.00	591.81	78.9%
082285	644900 OTHER RENT	0	0	.00	.00	.00	.00	.0%
082285	650002 DISABILITY AWARENESS	0	0	.00	.00	.00	.00	.0%
082285	683200 BANK SERV/TRF FEE	0	1,500	-60.12	.00	.00	1,560.12	-4.0%
082285	684000 DUES AND MEMBERSHIPS	400	0	.00	.00	.00	.00	.0%
082285	684500 REGISTRATION FEE/TUI	2,000	1,240	1,140.00	.00	.00	100.00	91.9%
082285	699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		920,660	920,660	3,596.52	375.76	.00	917,063.48	.4%

70 CAPITAL OUTLAY

082285	715001 H'BURG MUSEUM	0	0	.00	.00	.00	.00	.0%
082285	721501 FACILITIES IMPROVEME	0	0	.00	.00	.00	.00	.0%
082285	722000 SEWERS	0	0	.00	.00	.00	.00	.0%
082285	723099 OTHER STREET IMPR.	0	0	.00	.00	.00	.00	.0%
082285	725401 CDBG FULL REHAB	650	650	.00	.00	.00	650.00	.0%

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082	COMMUNITY DEVELOP. BLOCK GRANT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
082285 725402	CDBG HOUSING REPR	577,500	577,500	151,035.00	.00	.00	426,465.00	26.2%
082285 725403	HOME FULL REHAB	11,711	11,711	.00	.00	.00	11,711.00	.0%
082285 725404	HOME DOWNPAYMENT ASS	0	0	.00	.00	.00	.00	.0%
082285 725413	MICROENTERPRISE PROG	0	0	.00	.00	.00	.00	.0%
082285 725414	CDBG CARES-ECONOMIC	0	0	.00	.00	.00	.00	.0%
082285 729500	OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
082285 732500	OFFICE FURN/EQUIP.	0	0	.00	.00	.00	.00	.0%
082285 732700	DATA PROCESSING EQUI	0	0	.00	.00	.00	.00	.0%
082285 740000	AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
082285 742000	PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
082285 7900EN	MISC PROJECTS-ENTITL	106,600	106,600	.00	.00	.00	106,600.00	.0%
082285 7900HM	MISC PROJECTS-HOME	810,755	810,755	.00	.00	.00	810,755.00	.0%
TOTAL CAPITAL OUTLAY		1,507,216	1,507,216	151,035.00	.00	.00	1,356,181.00	10.0%
TOTAL CDBG-ENTITLEMENTS		2,733,526	2,733,526	361,380.21	16,075.84	166.16	2,371,979.63	13.2%
082500 CDBG-TRANSFERS								
90 TRANSFERS								
082500 900075	T/T W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS		0	0	.00	.00	.00	.00	.0%
TOTAL CDBG-TRANSFERS		0	0	.00	.00	.00	.00	.0%
TOTAL COMMUNITY DEVELOP. BLOCK GR		2,733,526	2,733,526	361,380.21	16,075.84	166.16	2,371,979.63	13.2%
TOTAL EXPENSES		2,733,526	2,733,526	361,380.21	16,075.84	166.16	2,371,979.63	
086 SPEC SALES TAX-P&R/UNIV IMPROV								
086300 SPEC SALES TAX/RECREATION MAIN								
40 PERSONAL SERVICES								
086300 400000	REGULAR WAGES	42,080	45,080	35,846.15	3,461.54	.00	9,233.85	79.5%

EXPENDITURE REPORT

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086	SPEC	SALES TAX-P&R/UNIV IMPROV	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
086300	460000	STATE RETIREMENT	7,550	8,100	6,254.49	619.62	.00	1,845.51	77.2%
086300	470000	F.I.C.A. TAXES	3,220	3,460	2,742.23	264.82	.00	717.77	79.3%
086300	491000	WORKMAN'S COMPENSATI	1,000	1,000	.00	.00	.00	1,000.00	.0%
TOTAL PERSONAL SERVICES			53,850	57,640	44,842.87	4,345.98	.00	12,797.13	77.8%

70 CAPITAL OUTLAY

086300	729504	SULLIVAN PARK SPLASH	0	0	.00	.00	.00	.00	.0%
086300	729505	OSCEOLA PARK PLAYGRO	0	0	.00	.00	.00	.00	.0%
086300	729506	HBURG AMERICAN ARTS	0	0	.00	.00	.00	.00	.0%
086300	729507	TATUM TENNIS RENOVAT	0	0	.00	.00	.00	.00	.0%
086300	729508	MIDTOWN PARK	0	0	.00	.00	.00	.00	.0%
086300	729513	DUNCAN LAKE ARCHWAY	0	0	.00	.00	.00	.00	.0%
086300	729516	EAST 8TH ST PARK	0	0	.00	.00	.00	.00	.0%
086300	729518	DAHMER PARK	0	0	.00	.00	.00	.00	.0%
086300	729520	DAHMER PARK PLAYGROU	0	0	.00	.00	.00	.00	.0%
086300	729522	KAMPER PARK PROJECT	0	0	.00	.00	.00	.00	.0%
086300	729542	DUNCAN LAKE TRAIL EX	0	0	.00	.00	.00	.00	.0%
086300	729544	TATUM PARK LIGHTS-FI	0	0	.00	.00	.00	.00	.0%
086300	729550	TATUM PARK MASTER PL	0	0	.00	.00	.00	.00	.0%
086300	729571	HBURG HIGH SOFTBALL	0	0	.00	.00	.00	.00	.0%
086300	729572	GORDON CREEK TRAIL L	0	0	.00	.00	.00	.00	.0%
086300	729573	CHAIN PARK AMPHITHEA	0	0	.00	.00	.00	.00	.0%
086300	729574	TATUM PARK PAVILION	0	0	.00	.00	.00	.00	.0%
086300	729599	MISC.OTHER IMPROVEME	0	0	.00	.00	.00	.00	.0%
086300	7295PR	CAPITAL PROJECTS	1,600,000	1,748,310	1,114,709.86	2,349.82	6,864.87	626,735.27	64.2%
TOTAL CAPITAL OUTLAY			1,600,000	1,748,310	1,114,709.86	2,349.82	6,864.87	626,735.27	64.2%

90 TRANSFERS

086300	900001	T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS			0	0	.00	.00	.00	.00	.0%
TOTAL SPEC SALES TAX/RECREATION M			1,653,850	1,805,950	1,159,552.73	6,695.80	6,864.87	639,532.40	64.6%

086452 B&I GENERAL OBLIGATION BONDS

80 DEBT SERVICE

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
086452 800000 GENERAL ISSUES-PRINC	0	1,314,000	1,314,000.00	.00	.00	.00	100.0%
086452 810000 GENERAL ISSUES-INTER	0	283,592	283,591.67	.00	.00	.33	100.0%
TOTAL DEBT SERVICE	0	1,597,592	1,597,591.67	.00	.00	.33	100.0%
TOTAL B&I GENERAL OBLIGATION BOND	0	1,597,592	1,597,591.67	.00	.00	.33	100.0%
086500 SPEC SALES TAX-P&R/UNIV IMPROV							
90 TRANSFERS							
086500 900013 T/T CITY B & I	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
TOTAL SPEC SALES TAX-P&R/UNIV IMP	0	0	.00	.00	.00	.00	.0%
086602 SPEC SALES TAX P&R/UNIV IMPROV							
60 PROFESSIONAL SERVICE							
086602 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
086602 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
086602 604901 UNIVERSITY OF SOUTHE	1,775,000	1,775,000	1,525,053.82	165,353.73	.00	249,946.18	85.9%
086602 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
086602 682037 H'BURG DOWNTOWN ASSN	0	0	.00	.00	.00	.00	.0%
086602 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	1,775,000	1,775,000	1,525,053.82	165,353.73	.00	249,946.18	85.9%
TOTAL SPEC SALES TAX P&R/UNIV IMP	1,775,000	1,775,000	1,525,053.82	165,353.73	.00	249,946.18	85.9%
TOTAL SPEC SALES TAX-P&R/UNIV IMP	3,428,850	5,178,542	4,282,198.22	172,049.53	6,864.87	889,478.91	82.8%
TOTAL EXPENSES	3,428,850	5,178,542	4,282,198.22	172,049.53	6,864.87	889,478.91	
087 INDUSTRIAL PARK DEVELOPMENT							
087500 INDUSTRIAL PK-TRANSFERS							

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087	INDUSTRIAL PARK DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
90 TRANSFERS								
087500	900001 T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
087500	900013 T/T CITY B & I	0	0	.00	.00	.00	.00	.0%
087500	900072 T/T MUN.ROAD & BRIDG	0	0	.00	.00	.00	.00	.0%
087500	900075 T/T W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
	TOTAL INDUSTRIAL PK-TRANSFERS	0	0	.00	.00	.00	.00	.0%
087601 INDUSTRIAL PK-G.O.ACQUISITIONS								
50 SUPPLIES & EXPENSES								
087601	500100 MISCELLANEOUS	0	0	.00	.00	.00	.00	.0%
087601	501000 OTHER EXPENDABLE OFF	0	0	.00	.00	.00	.00	.0%
087601	540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
087601	546000 MINOR EQUIPMENT	0	0	.00	.00	.00	.00	.0%
087601	559000 OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
	TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE								
087601	600500 ADMINISTRATIVE FEE	0	0	2,625.00	.00	.00	-2,625.00	100.0%
087601	601000 AUDITING AND ACCOUNT	0	0	7,950.00	.00	.00	-7,950.00	100.0%
087601	601200 ARCHITECTURAL	0	0	.00	.00	.00	.00	.0%
087601	601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
087601	601600 TITLE OPINIONS	0	0	.00	.00	.00	.00	.0%
087601	601700 APPRAISAL	0	0	.00	.00	.00	.00	.0%
087601	602001 ECONOMIC DEVELOPMENT	0	0	560,000.00	140,000.00	.00	-560,000.00	100.0%
087601	602003 OTHER	0	0	.00	.00	.00	.00	.0%
087601	602004 IND.PK.MASTER PLAN	0	0	.00	.00	.00	.00	.0%
087601	602500 LEGAL	0	0	31,012.26	412.50	.00	-31,012.26	100.0%
087601	604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
087601	606000 TELEPHONE AND TELEGR	0	0	.00	.00	.00	.00	.0%
087601	607000 POSTAGE	0	0	.00	.00	.00	.00	.0%

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FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
087601 611000 TRAVEL EXPENSE	0	0	.00	.00	.00	.00	.0%
087601 613000 MESSENGER/EXPRESS SE	0	0	.00	.00	.00	.00	.0%
087601 615000 ADVERTISING	0	0	.00	.00	.00	.00	.0%
087601 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
087601 625000 FIRE & EXTENDED COVE	0	0	.00	.00	.00	.00	.0%
087601 625500 PUBLIC LIAB/PROPERTY	0	0	14,188.00	.00	.00	-14,188.00	100.0%
087601 629900 OTHER INSURANCE	0	0	.00	.00	.00	.00	.0%
087601 630000 GAS	0	0	.00	.00	.00	.00	.0%
087601 630500 ELECTRICITY	0	0	.00	.00	.00	.00	.0%
087601 631500 WATER	0	0	.00	.00	.00	.00	.0%
087601 635000 BUILDING R&M	0	0	.00	.00	.00	.00	.0%
087601 639600 SIGN PAINTING	0	0	.00	.00	.00	.00	.0%
087601 639900 OTHER REPAIRS AND MA	0	0	.00	.00	.00	.00	.0%
087601 639901 LANDSCAPE MAINTENANC	0	0	.00	.00	.00	.00	.0%
087601 639902 RAIL SPURS MAINTENAN	0	0	17,395.72	.00	.00	-17,395.72	100.0%
087601 640000 LAND RENT	0	0	.00	.00	.00	.00	.0%
087601 699500 PROPERTY TAXES	0	0	.00	.00	.00	.00	.0%
087601 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	633,170.98	140,412.50	.00	-633,170.98	100.0%
70 CAPITAL OUTLAY							
087601 700000 LAND	0	0	.00	.00	.00	.00	.0%
087601 702000 LEASEHOLDS	0	0	.00	.00	.00	.00	.0%
087601 723000 STREETS & ROADWAYS	0	0	.00	.00	.00	.00	.0%
087601 729509 RAIL SPUR IMPROVEMEN	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
80 DEBT SERVICE							
087601 802000 IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00	.0%
087601 833500 OTHER NOTES	0	0	.00	.00	.00	.00	.0%
TOTAL DEBT SERVICE	0	0	.00	.00	.00	.00	.0%
TOTAL INDUSTRIAL PK-G.O.ACQUISITI	0	0	633,170.98	140,412.50	.00	-633,170.98	100.0%

087630 INDUSTRIAL PK-KOHLER PROJECT**60 PROFESSIONAL SERVICE**

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
087630 601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
087630 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
087630 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY							
087630 700000 LAND	0	0	.00	.00	.00	.00	.0%
087630 704000 SITE PREPARATION	0	0	.00	.00	.00	.00	.0%
087630 704500 SITE IMPROVEMENT	0	0	.00	.00	.00	.00	.0%
087630 723000 STREETS & ROADWAYS	0	0	.00	.00	.00	.00	.0%
087630 729500 OTHER IMPROVEMENTS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL INDUSTRIAL PK-KOHLER PROJEC	0	0	.00	.00	.00	.00	.0%
TOTAL INDUSTRIAL PARK DEVELOPMENT	0	0	633,170.98	140,412.50	.00	-633,170.98	100.0%
TOTAL EXPENSES	0	0	633,170.98	140,412.50	.00	-633,170.98	
088 PUBLIC SAFETY/REC CONSTRUCTION							
088500 PUBLIC SAFETY/REC CONSTRUCTION							
90 TRANSFERS							
088500 900008 T/T SPECIAL STREET	0	0	.00	.00	.00	.00	.0%
088500 900013 T/T CITY B & I	0	0	.00	.00	.00	.00	.0%
088500 900020 T/T 2002 TIF B&I-S/P	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	0	0	.00	.00	.00	.00	.0%
088602 PUBLIC SAFETY/REC CONSTRUCTION							
60 PROFESSIONAL SERVICE							

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
088602 601300 DEMOLITION	0	0	.00	.00	.00	.00	.0%
088602 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
088602 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
088602 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
088602 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
088602 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	0	0	.00	.00	.00	.00	.0%

088603 PUBLIC SAFETY/REC CONSTRUCTION

70 CAPITAL OUTLAY

088603 710012 REHAB. EXISTING BLDG	0	0	.00	.00	.00	.00	.0%
088603 710014 RECREATION ADMIN BLD	0	0	.00	.00	.00	.00	.0%
088603 710015 MUNICIPAL COURT BLDG	0	0	.00	.00	.00	.00	.0%
088603 710022 POLICE DEPARTMENT	377,657	377,657	.00	.00	.00	377,657.00	.0%
088603 729501 HALL AVENUE OVERPASS	18,097,421	18,097,421	10,306,558.48	367,510.76	9,012.00	7,781,850.52	57.0%
088603 729575 GORDONS CRK BANK STA	186,000	186,000	16,888.68	.00	.00	169,111.32	9.1%
TOTAL CAPITAL OUTLAY	18,661,078	18,661,078	10,323,447.16	367,510.76	9,012.00	8,328,618.84	55.4%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	18,661,078	18,661,078	10,323,447.16	367,510.76	9,012.00	8,328,618.84	55.4%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	18,661,078	18,661,078	10,323,447.16	367,510.76	9,012.00	8,328,618.84	55.4%
TOTAL EXPENSES	18,661,078	18,661,078	10,323,447.16	367,510.76	9,012.00	8,328,618.84	

091 TIF CONSTRUCTION

091500 TIF CONST-TRANSFERS

90 TRANSFERS

091500 900001 T/T GENERAL FUND	0	827	.00	.00	.00	827.00	.0%
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091	TIF CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
091500	900020 T/T 2002 TIF B&I-S/P	0	0	.00	.00	.00	.00	.0%
091500	900023 T/T 2007 TIF B&I-T/C	0	0	.00	.00	.00	.00	.0%
091500	900025 T/T KOHLS TIF B&I	0	0	.00	.00	.00	.00	.0%
091500	900026 T/T '16 TIF B&I-WHIS	0	0	.00	.00	.00	.00	.0%
091500	900050 T/T RIDGE AT TURTLE	0	0	.00	.00	.00	.00	.0%
091500	900051 T/T MIDTOWN MARKET	0	0	.00	.00	.00	.00	.0%
091500	900052 T/T 2019 TIF B&I-ELA	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS	0	827	.00	.00	.00	827.00	.0%
	TOTAL TIF CONST-TRANSFERS	0	827	.00	.00	.00	827.00	.0%
091602 TIF CONST-ISSUE EXP								
60 PROFESSIONAL SERVICE								
091602	602500 LEGAL	0	0	.00	.00	.00	.00	.0%
091602	604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
091602	604901 TOURISM COMMISSION	0	0	.00	.00	.00	.00	.0%
091602	604902 CONVENTION COMMISSIO	0	0	.00	.00	.00	.00	.0%
091602	604903 COMM.HOUSING DEV. OR	0	0	.00	.00	.00	.00	.0%
091602	604904 DOWNTOWN LIGHTING	0	0	.00	.00	.00	.00	.0%
091602	604905 PROF SERVICES-'19 TU	0	0	.00	.00	.00	.00	.0%
091602	604906 RECORDING FEES	0	0	.00	.00	.00	.00	.0%
091602	620000 PRINTING	0	0	.00	.00	.00	.00	.0%
091602	699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
	TOTAL TIF CONST-ISSUE EXP	0	0	.00	.00	.00	.00	.0%
091603 TIF CONST-STREETS								
70 CAPITAL OUTLAY								
091603	729512 MS HABITAT EXHIBIT	0	0	.00	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
	TOTAL TIF CONST-STREETS	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL TIF CONSTRUCTION	0	827	.00	.00	.00	827.00	.0%
TOTAL EXPENSES	0	827	.00	.00	.00	827.00	
093 2016 W&S SYSTEM PROJECT							
093500 '16 W&S SYSTEMS PROJ-TRANSFERS							
90 TRANSFERS							
093500 900010 T/T WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
093500 900075 T/T W & S CONSTRUCTI	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
TOTAL '16 W&S SYSTEMS PROJ-TRANSF	0	0	.00	.00	.00	.00	.0%
093602 2016 W&S SYSTEMS PROJ-ISSUE EX							
60 PROFESSIONAL SERVICE							
093602 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
093602 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
093602 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
TOTAL 2016 W&S SYSTEMS PROJ-ISSUE	0	0	.00	.00	.00	.00	.0%
093695 2016 W&S SYSTEMS PROJ-CONSTRUC							
50 SUPPLIES & EXPENSES							
093695 540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PROFESSIONAL SERVICE							
093695 601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
093695 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
093695 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
093695 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
093695 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY							
093695 721005 S. LAGOON BRIDGE REP	0	0	.00	.00	.00	.00	.0%
093695 722054 SEWER PHASE V	0	0	.00	.00	.00	.00	.0%
093695 722068 SEWER TUSCAN AVE	0	0	.00	.00	.00	.00	.0%
093695 722069 CAMP STREET SEWER	0	0	.00	.00	.00	.00	.0%
093695 722070 SEWER PHASE VIII	0	0	.00	.00	.00	.00	.0%
093695 722071 SEWER PHASE IX	0	0	.00	.00	.00	.00	.0%
093695 722072 SEWER PHASE X	0	0	.00	.00	.00	.00	.0%
093695 722073 SEWER PHASE XI	0	0	.00	.00	.00	.00	.0%
093695 722074 SEWER PHASE XII	0	0	.00	.00	.00	.00	.0%
093695 722075 CIPP SEWER VARIOUS L	0	0	.00	.00	.00	.00	.0%
093695 722096 CCTV SEWER INSPECTIO	0	0	.00	.00	.00	.00	.0%
093695 724512 N 39TH & 40TH IMPROV	0	0	.00	.00	.00	.00	.0%
093695 724513 KATIE & ARLEDGE INFR	0	0	.00	.00	.00	.00	.0%
093695 724518 COUNTRY CLUB WATER	0	0	.00	.00	.00	.00	.0%
093695 724551 WATER PHASE II	0	0	.00	.00	.00	.00	.0%
093695 724562 WATER PHASE V	0	0	.00	.00	.00	.00	.0%
093695 729598 TANK PAINTING/MAINT	0	0	.00	.00	.00	.00	.0%
093695 729599 MISC.OTHER IMPROVEME	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL 2016 W&S SYSTEMS PROJ-CONST	0	0	.00	.00	.00	.00	.0%
TOTAL 2016 W&S SYSTEM PROJECT	0	0	.00	.00	.00	.00	.0%

094 2012 W&S REVENUE BOND CONST**094500 '12 W&S BOND CONST-TRANSFERS****90 TRANSFERS**

EXPENDITURE REPORT

FOR 2024 10

094	2012 W&S REVENUE BOND CONST	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
094500 900010	T/T WATER & SEWER B&	0	0	.00	.00	.00	.00	.0%
	TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
	TOTAL '12 W&S BOND CONST-TRANSFER	0	0	.00	.00	.00	.00	.0%
094602 2012 W&S CONST-ISSUE EXP								
60 PROFESSIONAL SERVICE								
094602 602500	LEGAL	0	0	.00	.00	.00	.00	.0%
094602 604900	OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
094602 699900	SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
	TOTAL 2012 W&S CONST-ISSUE EXP	0	0	.00	.00	.00	.00	.0%
094695 2012 W&S CONSTR.-CAPITAL PROJ								
50 SUPPLIES & EXPENSES								
094695 540000	ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%
	TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE								
094695 601500	ENGINEERING	0	0	.00	.00	.00	.00	.0%
094695 602500	LEGAL	0	0	.00	.00	.00	.00	.0%
094695 604900	OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
094695 636000	STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
094695 699900	SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70 CAPITAL OUTLAY							
094695 722096 CCTV SEWER INSPECTIO	0	0	.00	.00	.00	.00	.0%
094695 724518 COUNTRY CLUB WATER	0	0	.00	.00	.00	.00	.0%
094695 729599 MISC.OTHER IMPROVEME	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL 2012 W&S CONSTR.-CAPITAL PR	0	0	.00	.00	.00	.00	.0%
TOTAL 2012 W&S REVENUE BOND CONST	0	0	.00	.00	.00	.00	.0%
095 2019 FIRE STATION CONSTRUCTION							
095500 2019 FIRE STATION-TRANSFERS							
90 TRANSFERS							
095500 900001 T/T GENERAL FUND	0	0	.00	.00	.00	.00	.0%
095500 900013 T/T CITY B & I	0	0	.00	.00	.00	.00	.0%
TOTAL TRANSFERS	0	0	.00	.00	.00	.00	.0%
TOTAL 2019 FIRE STATION-TRANSFERS	0	0	.00	.00	.00	.00	.0%
095602 2019 FIRE STATION CONSTRUCTION							
60 PROFESSIONAL SERVICE							
095602 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
095602 620000 PRINTING	0	0	.00	.00	.00	.00	.0%
095602 683200 BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
TOTAL 2019 FIRE STATION CONSTRUCT	0	0	.00	.00	.00	.00	.0%

EXPENDITURE REPORT

FOR 2024 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
095635 2019 FIRE STATION CONSTRUCTION							
70 CAPITAL OUTLAY							
095635 715002 FIRE STATION #2	949,500	0	.00	.00	.00	.00	.0%
095635 715009 FIRE STATION 9	0	0	.00	.00	.00	.00	.0%
095635 715019 JDS COM CTR(CEILING/	0	0	.00	.00	.00	.00	.0%
095635 725202 REC CENTER POOL	0	0	.00	.00	.00	.00	.0%
095635 725601 TATUM PARK	0	0	.00	.00	.00	.00	.0%
095635 725602 TIMBERTON CONCESSION	0	949,500	14,250.00	14,250.00	.00	935,250.00	1.5%
095635 732000 HOUSEHOLD FURN/EQUIP	0	0	.00	.00	.00	.00	.0%
095635 733500 AGRICULTURAL EQUIPME	0	0	.00	.00	.00	.00	.0%
095635 735500 COMMUNICATION EQUIPM	0	0	.00	.00	.00	.00	.0%
095635 740000 AUTOMOBILES	0	0	.00	.00	.00	.00	.0%
095635 742000 PICK UP TRUCKS	0	0	.00	.00	.00	.00	.0%
095635 744000 DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	949,500	949,500	14,250.00	14,250.00	.00	935,250.00	1.5%
TOTAL 2019 FIRE STATION CONSTRUCT	949,500	949,500	14,250.00	14,250.00	.00	935,250.00	1.5%
TOTAL 2019 FIRE STATION CONSTRUCT	949,500	949,500	14,250.00	14,250.00	.00	935,250.00	1.5%
TOTAL EXPENSES	949,500	949,500	14,250.00	14,250.00	.00	935,250.00	
097 INFRA IMPROVE-INTRNT SALES TAX							
097201 INFRA IMPROVE-INTRNT SALES TAX							
70 CAPITAL OUTLAY							
097201 721001 HUTCHINSON AVE BRIDG	0	0	.00	.00	.00	.00	.0%
097201 721002 CAMPBELL LOOP BRIDGE	0	0	.00	.00	.00	.00	.0%
097201 721006 N 28TH AVE BRIDGE	0	0	.00	.00	.00	.00	.0%
097201 721007 COUNTRY CLUB PEDESTR	0	0	.00	.00	.00	.00	.0%
097201 721008 KIMBALL AVE PEDESTR	0	0	.00	.00	.00	.00	.0%
097201 723029 HARDY ST ROUNDABOUT	0	0	.00	.00	.00	.00	.0%
097201 723030 HARDY ST PAVING	0	0	.00	.00	.00	.00	.0%

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097	INFRA IMPROVE-INTRNT SALES TAX	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
097201 723055	WEATHERSBY ROAD OVER	0	0	.00	.00	.00	.00	.0%
097201 723057	LINCOLN RD PAVING/OV	0	0	.00	.00	.00	.00	.0%
097201 723079	HWY 49/ADELINE REALI	0	0	.00	.00	.00	.00	.0%
097201 723099	OTHER STREET IMPR.	7,200,000	4,200,000	407,603.48	155,988.90	9,645.00	3,782,751.52	9.9%
097201 729501	HALL AVENUE OVERPASS	0	3,000,000	1,562,159.39	1,562,159.39	.00	1,437,840.61	52.1%
097201 734500	CONSTRUCTION EQUIPME	0	0	.00	.00	.00	.00	.0%
097201 744000	DUMP TRUCKS	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY		7,200,000	7,200,000	1,969,762.87	1,718,148.29	9,645.00	5,220,592.13	27.5%
TOTAL INFRA IMPROVE-INTRNT SALES		7,200,000	7,200,000	1,969,762.87	1,718,148.29	9,645.00	5,220,592.13	27.5%
097621 INFRA IMPROVE-INTRNT SALES TAX								
60 PROFESSIONAL SERVICE								
097621 683200	BANK SERV/TRF FEE	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE		0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY								
097621 725601	TATUM PARK	0	0	.00	.00	.00	.00	.0%
097621 725603	PEOPLE'S PARK-PALMER	0	0	.00	.00	.00	.00	.0%
097621 729599	MISC.OTHER IMPROVEME	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY		0	0	.00	.00	.00	.00	.0%
TOTAL INFRA IMPROVE-INTRNT SALES		0	0	.00	.00	.00	.00	.0%
TOTAL INFRA IMPROVE-INTRNT SALES		7,200,000	7,200,000	1,969,762.87	1,718,148.29	9,645.00	5,220,592.13	27.5%
TOTAL EXPENSES		7,200,000	7,200,000	1,969,762.87	1,718,148.29	9,645.00	5,220,592.13	
098 WATER METER BONDS								
098300 K.P.ZOO CAPITAL-REC.MAINT.								
70 CAPITAL OUTLAY								
098300 722600	KAB/LANDSCAPING	0	0	.00	.00	.00	.00	.0%

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098	WATER METER BONDS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
	TOTAL K.P.ZOO CAPITAL-REC.MAINT.	0	0	.00	.00	.00	.00	.0%
098341 K.P.ZOO CAPITAL-KPZ								
50 SUPPLIES & EXPENSES								
098341 559000	OTHER OPERATING MATL	0	0	.00	.00	.00	.00	.0%
	TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE								
098341 699900	SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY								
098341 729514	TIGER/LION EXHIBIT	0	0	.00	.00	.00	.00	.0%
098341 729517	ZEBRA EXHIBIT	0	0	.00	.00	.00	.00	.0%
098341 729599	MISC.OTHER IMPROVEME	2,390	2,390	.00	.00	.00	2,390.00	.0%
098341 739900	OTHER EQUIPMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL CAPITAL OUTLAY	2,390	2,390	.00	.00	.00	2,390.00	.0%
	TOTAL K.P.ZOO CAPITAL-KPZ	2,390	2,390	.00	.00	.00	2,390.00	.0%
098452 WATER METER BONDS DEBT SERV								
80 DEBT SERVICE								
098452 802000	IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
098452 812000 IND/ECON DEV ISSUES-	0	0	.00	.00	.00	.00	.0%
098452 842000 IND/ECON DEV ISSUES	0	0	.00	.00	.00	.00	.0%
TOTAL DEBT SERVICE	0	0	.00	.00	.00	.00	.0%
TOTAL WATER METER BONDS DEBT SERV	0	0	.00	.00	.00	.00	.0%
098500 WATER METER PROJECTS-TRANSFERS							
90 TRANSFERS							
098500 900002 T/T PARKS & RECREATI	0	2,463	.00	.00	.00	2,463.00	.0%
TOTAL TRANSFERS	0	2,463	.00	.00	.00	2,463.00	.0%
TOTAL WATER METER PROJECTS-TRANSF	0	2,463	.00	.00	.00	2,463.00	.0%
098553 K.P.ZOO CAPITAL-CEMETERY							
70 CAPITAL OUTLAY							
098553 725000 LANDSCAPING	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL K.P.ZOO CAPITAL-CEMETERY	0	0	.00	.00	.00	.00	.0%
098695 WATER METER PROJECTS							
70 CAPITAL OUTLAY							
098695 724200 WATER METERS	0	7,690,508	443,193.08	443,193.08	.00	7,247,314.92	5.8%
TOTAL CAPITAL OUTLAY	0	7,690,508	443,193.08	443,193.08	.00	7,247,314.92	5.8%
TOTAL WATER METER PROJECTS	0	7,690,508	443,193.08	443,193.08	.00	7,247,314.92	5.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WATER METER BONDS	2,390	7,695,361	443,193.08	443,193.08	.00	7,252,167.92	5.8%
TOTAL EXPENSES	2,390	7,695,361	443,193.08	443,193.08	.00	7,252,167.92	
105 2013 W&S BOND CONSTRUCTION							
105500 '13 W&S BOND CONST-TRANSFERS							
90 TRANSFERS							
105500 900010 T/T WATER & SEWER B&	593	593	.00	.00	.00	593.00	.0%
TOTAL TRANSFERS	593	593	.00	.00	.00	593.00	.0%
TOTAL '13 W&S BOND CONST-TRANSFER	593	593	.00	.00	.00	593.00	.0%
105602 2013 W&S CONST-ISSUE EXP							
60 PROFESSIONAL SERVICE							
105602 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
105602 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
105602 660000 BOND DISCOUNT	0	0	.00	.00	.00	.00	.0%
105602 660500 BOND INSURANCE	0	0	.00	.00	.00	.00	.0%
105602 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
TOTAL 2013 W&S CONST-ISSUE EXP	0	0	.00	.00	.00	.00	.0%
105695 2013 W&S CONSTR.-CAPITAL PRO							
50 SUPPLIES & EXPENSES							
105695 540000 ASPHALT & ASPHALT PR	0	0	.00	.00	.00	.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL SUPPLIES & EXPENSES	0	0	.00	.00	.00	.00	.0%
60 PROFESSIONAL SERVICE							
105695 601500 ENGINEERING	0	0	.00	.00	.00	.00	.0%
105695 602500 LEGAL	0	0	.00	.00	.00	.00	.0%
105695 604900 OTHER PROFESSIONAL S	0	0	.00	.00	.00	.00	.0%
105695 636000 STREETS & STRUCTURES	0	0	.00	.00	.00	.00	.0%
105695 699900 SERVICES NOT SPECIFI	0	0	.00	.00	.00	.00	.0%
TOTAL PROFESSIONAL SERVICE	0	0	.00	.00	.00	.00	.0%
70 CAPITAL OUTLAY							
105695 722054 SEWER PHASE V	0	0	.00	.00	.00	.00	.0%
105695 722067 LAMAR BLVD-REGIONS	0	0	.00	.00	.00	.00	.0%
105695 722099 PROGRAMMED SEWER PRO	0	0	.00	.00	.00	.00	.0%
105695 724518 COUNTRY CLUB WATER	0	0	.00	.00	.00	.00	.0%
105695 724561 2017 WATER IMPROVEME	0	0	.00	.00	.00	.00	.0%
105695 724599 PROGRAMMED WATER PRO	0	0	.00	.00	.00	.00	.0%
105695 729599 MISC.OTHER IMPROVEME	0	0	.00	.00	.00	.00	.0%
TOTAL CAPITAL OUTLAY	0	0	.00	.00	.00	.00	.0%
TOTAL 2013 W&S CONSTR.-CAPITAL PR	0	0	.00	.00	.00	.00	.0%
TOTAL 2013 W&S BOND CONSTRUCTION	593	593	.00	.00	.00	593.00	.0%
TOTAL EXPENSES	593	593	.00	.00	.00	593.00	
107 SPECIAL SALES TAX-T&A							
107706 SPEC.SALES TAX-T&A EXPEND.							
60 PROFESSIONAL SERVICE							
107706 604901 TOURISM COMMISSION	0	0	703,449.41	93,460.98	.00	-703,449.41	100.0%

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107	SPECIAL SALES TAX-T&A	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
107706 604902	CONVENTION COMMISSIO	0	0	.00	.00	.00	.00	.0%
	TOTAL PROFESSIONAL SERVICE	0	0	703,449.41	93,460.98	.00	-703,449.41	100.0%
	TOTAL SPEC.SALES TAX-T&A EXPEND.	0	0	703,449.41	93,460.98	.00	-703,449.41	100.0%
	TOTAL SPECIAL SALES TAX-T&A	0	0	703,449.41	93,460.98	.00	-703,449.41	100.0%
	TOTAL EXPENSES	0	0	703,449.41	93,460.98	.00	-703,449.41	
109 GROUP INSURANCE TRUST FUND								
109704 GROUP INS.TRUST-T&A EXPEND.								
60 PROFESSIONAL SERVICE								
109704 683200	BANK SERV/TRF FEE	0	0	.00	-469.42	.00	.00	.0%
109704 683300	ADMIN PAID	0	0	643,472.19	.00	.00	-643,472.19	100.0%
109704 683400	CLAIMS PAID	0	0	4,041,487.37	370,178.80	.00	-4,041,487.37	100.0%
	TOTAL PROFESSIONAL SERVICE	0	0	4,684,959.56	369,709.38	.00	-4,684,959.56	100.0%
	TOTAL GROUP INS.TRUST-T&A EXPEND.	0	0	4,684,959.56	369,709.38	.00	-4,684,959.56	100.0%
	TOTAL GROUP INSURANCE TRUST FUND	0	0	4,684,959.56	369,709.38	.00	-4,684,959.56	100.0%
	TOTAL EXPENSES	0	0	4,684,959.56	369,709.38	.00	-4,684,959.56	
	GRAND TOTAL	188,890,351	240,088,933	197,261,754.86	16,658,321.32	3,165,429.45	39,661,748.76	83.5%

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

REPORT OPTIONS

Find Criteria	
Field Name	Field Value
Org	
Object	
Project	
Rollup code	
Account type	Expense
Account status	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, August 20, 2024
Re: Acknowledge bid received on July 25, 2024, from Truckworx for one or more chassis mounted 24- yard automated side loading refuse collection truck and reject bid due to the vendor not meeting all specifications; authorize re-advertisement for same.
File Number: 2024-413
Minute Book #

Summary

Rejecting bids and authorizing re-advertisement of the 24 yard automated side loader refuse collection truck.

Recommendation Statement

I recommend approval o this item.

Please place this on the August 20, 2024 City Council meeting for consideration.



City of Hattiesburg

Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck

Reverse Auction Bid Tabulation

Thursday, July 25, 2024

Bid Date / Start Time	July 25, 2024, 10:00 AM
Bid Date / End Time	July 25, 2024, 10:30 AM

BID SUMMARY		
VENDOR	Truckworx	Sansom Equipment Company
BID PRICE	\$332,214.60	No Bid Placed
DELIVERY TIME	60-90 Days	No Bid Placed



TRUCKWORX

Taylor Gable
Truckworx – Jackson
330 Leggett Drive
Richland, MS 39218
Office: 601.939.5300
Cell: 601.813.6035
Email: taylorg@truckworx.com
www.TRUCKWORX.com

Attn: City of Hattiesburg

Please see the below proposal from Truckworx below. Truckworx is proposing the lowest cost of ownership by offering a guarantee buy back to reduce operational expenses. This program is utilized in the State of Alabama, Mississippi and Florida. It is with great pleasure we provide you this proposal.

2025 T480 Kenworth TA ASL 24yd Heil Body

Engine Paccar	PX-9 360
Transmission Allison w/PTO	3000 RDS
Front Axle Meritor	22k
Rear Axle Dana Spicer	44k
Rear Suspension Chalmers	31k
Tires	315/80R22.5 & 11R22.5 14PR
Wheels	Aluminum
Ratio	5.57
Fan hub on/off or Two speed fan hub	Fan hub Horton 2 speed
Cooling Module	1000 square inches

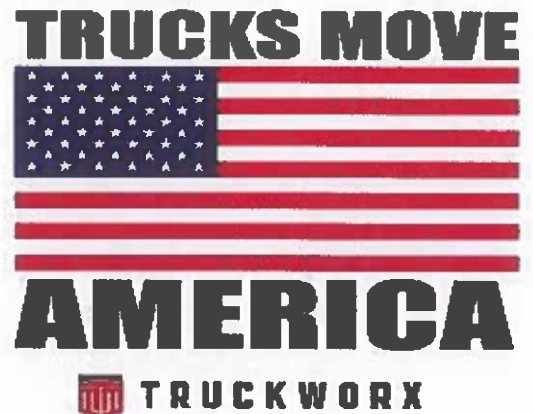
4th Quarter Delivery



Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

Taylor Gable

Government Sales Account Manager



SPECIFICATION RESPONSE FORM

The undersigned proposes to provide 24 Yard Automated Side Loading Refuse Collection Truck, which meet the specifications provided. The undersigned certifies that the minimum specifications, terms, and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please review each item and indicate whether your offered product complies with the Specifications as listed. If it does not comply with the listed specification, please explain the variance in the blank provided or on an additional sheet.

Please list appropriate information where requested

Section 1	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
1.1	The capacity shall be 24 cubic yards, exclusive of the hopper	X		
1.2	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.	X		
1.3	All equipment shall be new model design, assembled and ready for operation at the time of delivery.	X		
1.4	Bidders shall attach a statement that the unit meets or exceeds these specifications and/or list any exceptions fully and accurately	X		
Section 2	General	YES	NO	Variance
2.1	Refuse body will have a capacity of 24 cubic yards, exclusive of the hopper.	X		
2.2	Packer body capable of packing 900 pounds per cubic yard of dry household trash		X	700 lbs per yd ³
2.3	Hopper shall have a minimum capacity of 6 cubic yards.		X	3.3 yd ³
2.4	Packer must meet all applicable standards.	X		
Section 3	Body Construction	YES	NO	Variance
3.1	The body shall be all welded construction.	X		
3.2	Body wall thickness is 10 gauge Hardox 450, 174,000 psi strength.		X	
3.3	Body roof thickness is 10 gauge, 80,000 psi		X	
3.4	Body floor is AR 450 steel, 150,000 psi.		X	
3.5	Sides, front and rear to be reinforced for strength requirements	X		
3.6	Reinforcement design and characteristics are dependent upon the construction methods used, but they must be certified to meet the specified compacting requirements without body distortion.	X		
3.7	Unit shall have a shovel holder.	X		
3.8	Unit shall have a clean out tool. Unit shall have dual cleanout doors with a dimension of 12" x 16" each		X	not required on Liberty design
3.9	Shall have a Chromium Overlay/Super Track in the body		X	not required on Liberty design

Section 4	Body Dimensions	YES	NO	Variance
4.1	Body height above truck frame is not to exceed 108".	X		97" (105" body raised)
4.2	Outside width of the body is not to exceed 96"		X	97"
Section 5	Hopper	YES	NO	Variance
5.1	The hopper shall have a minimum capacity of 6 cubic yards.		X	3.3 yd ³
5.2	The hopper floor shall be a minimum of 1/4" AR 450 abrasion-resistant steel.	X		Exceeds - 1/2"
5.3	The hopper sides are to be a minimum of 1/4" AR 450 abrasion-resistant steel	X		Exceeds - 1/2"
5.4	A hydraulic crusher panel will be furnished to prevent refuse loss during transport		X	See attached exceptions sheet
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.	X		
5.6	The hopper shall have a minimum displacement rate of 5.4 cubic yards per minute	X		3 yd ³ Every 14-16 seconds
Section 6	Packing Mechanism	YES	NO	Variance
6.1	The packing panel is to be 3/8" 80,000 psi steel	X		packing platen - 1/2"
6.2	The packing mechanism is to retain compacted material in the body.	X		
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.		X	N/A with Liberty Design see attached exception
6.4	Packing shall complete a pack cycle in a maximum of 20 seconds at idle speed.		X	sheet for details
Section 7	Lifting and Gripping Mechanism	YES	NO	Variance
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 joystick. The joystick 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.	X		
7.2	The arm will consist of three main horizontal mast sections, one vertical section with 2 arms.	X		meets intent, see attached
7.3	The main vertical mast shall be made from 6" x 8" 3/16 thick tube	X		for detailed specification
7.4	There will be 2 lift arms 1" thick, 3.475" wide, and approximately 26" long made from T-1 steel	X		of the Python arm
7.5	The lifting mechanism shall be mounted to the chassis.	X		
7.6	The mechanism shall be spring steel and have the capability of gripping containers within the range previously mentioned without having to change grip configurations	X		Tri-Cuff style
7.7	Gripping force is to be adjustable to provide container retention and also for limiting the radial force applied to prevent container damage	X		
7.8	Lifting mechanism shall be capable of a complete cycle, which includes grip, lift, dump, undump, lower, and ungrip in a maximum of 8 seconds.	X		

Section 7	Lifting and Gripping Mechanism (Continued)	YES	NO	Variance
7.9	The mechanism shall be capable of lifting, raising, dumping, and returning containers from any position within its reach	X		
7.10	The mechanism shall incorporate serviceable bearings at the grip, pivot, and extension-retraction points to ensure smooth operation and long service life	X		
7.11	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		X	108"
7.12	The mechanism will be capable of lifting 1,000 lbs. at 12 feet which to the arm is extended. "Note" The "Bidder" shall provide "Certification" of this capability with their bid.		X	800lbs @ 9'
7.13	Arm shall have an Auto Lube system for greasing the arm	X		
Section 8	Tailgate	YES	NO	Variance
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.	X		
8.2	The tailgate is to be released and locked with no moving parts other than the two (2) primary lift cylinders and associated locking mechanisms.	X		
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.	X		
8.4	A gasket is to be affixed to the tailgate to provide a watertight seal between a body and tailgate	X		
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.	X		
8.6	Body hinge structures must be of proper design, materials, and construction to support the tailgate.	X		
8.7	Tailgate maintenance safety props shall be provided.	X		
Section 9	Ejection Dumping System	YES	NO	Variance
9.1	Dumping is to be accomplished by raising the body.	X		
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.	X		Exceeds - (2) 2 stage cylinders
9.3	The body dump angle shall be such that all refuse in the box will be removed without sticking or bridging. The body dump angle is 45 degrees.		X	30°
9.4	All dumping controls will be a basic control panel system that is mounted cab control panel must be interlocked with a manual override to prevent accidental refuse discharge.	X		
9.5	All ejection/dumping controls shall be operated from inside the cab	X		

Section 10	Hydraulic System	YES	NO	Variance
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 denson 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. Hydraulic system pressure relief for the body is 2500 psi and for the arm it is 2000psi		X	O.I.G.A.I. Remote mount Tandem pump with Constant Duty PTO
10.2	Pump capacity shall not be less than 52 gpm @700 rpm		X	31 @ 800
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	X		@ 400 PSI
10.4	A 10-micron absolute filter is installed in the return line.	X		Exceeds - 3 micron
10.5	The 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.	X		
10.6	Hydraulic reservoir tank capacity must be at least 78 gallons.	X		Exceeds - 40 gal.
10.7	Hydraulic system must contain cylinders capable of performing operational requirements set forth in these specifications	X		
10.8	Hydraulic hoses are to be SAE approved construction with hose burst pressure 4 times working pressure and have protective coverings	X		
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	X		
10.10	All cylinders must have the latest design sealing materials	X		
10.11	Unit must have protective cover on pack manifold	X		Not Required on Liberty Design
Section 11	Controls	YES	NO	Variance
11.1	All Compactor operating controls are to be located in the truck cab and mounted for operator convenience and comfort	X		
11.2	Warning signals shall be incorporated into all circuits monitoring abnormal compactor operations.	X		
Section 12	Lighting and Wiring	YES	NO	Variance
12.1	All lights and reflectors shall be in accordance with Federal and State I.C.C. Motor Vehicle Safety Standards.	X		
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.	X		
12.3	A lighted license plate bracket will be provided.	X		
12.4	Unit must include arm, hopper, and side mounted work lights	X		
12.5	Unit must include 2 tailgate work lights and 4-inch amber strobe lights plus alternating flashing lights	X		7" Amber
12.6	Section 13 Painting	X		
12.7	All components will be properly cleaned prior to priming.	X		
12.8	All burrs and rough spots are to be removed	X		
12.9	Two (2) coats of rust-inhibiting primer are to be applied prior to the finish coat.	X		
12.10	Final coat to be high gloss white	X		

Section 13	Painting	YES	NO	Variance
13.1	All Components shall be properly cleaned prior to painting	X		
13.2	All Burrs and Rough Spots are to be removed	X		
13.3	Two (2) Coats of rust-inhibiting primer are to be applied prior to the finish coat	X		
13.4	Final coat to be high gloss white	X		
Section 14	Cameras	YES	NO	Variance
14.1	Two (2) color cameras shall be provided: 1 placed in the rear for use as a backup camera. 1 placed to monitor the hopper area.	X		
14.2	Color camera monitor shall be mounted in the cab and fully adjustable flat screen type with split screen option so all camera views can be displayed at one time and automatically switch to full-screen backup camera when the unit is shifted to reverse.	X		
14.3	The cameras shall be Safety Vision	X		Exceeds - 3rd eye
14.4	Protective cases shall be provided for the cameras	X		
14.5	All cameras shall have shields to minimize sun glare.	X		
Section 15	Warranty & Other	YES	NO	Variance
15.1	Two complete sets of operators, parts, and service manuals will be supplied for the truck chassis and refuse body. Mechanic training and operator training for a minimum of two days. Also, bidders is responsible for any new employee operator or mechanic training in the future (up to three years) at no charge to the city	X		
15.2	Body to have Three Year Warranty on Body, Cylinders, Hydraulics, and Arm	X		
15.3	On-Site Warranty at City Garage	X		
15.4	Quarterly Maintenance Inspection at the City garage for Three Years	X		
15.5	Bidder shall keep parts on hand at bidder facility. Bidder shall also place parts in consignment at city garage including all prox. Sensors, arm chains, arm joystick, etc.	X		
15.6	Bidder must have a certified service/parts with a minimum of three certified mechanics within 100 miles of city garage. The facility must not be a subcontracted facility. Must be operated by bidder.	X		The Odore, AL
15.7	Bidder is responsible for placing stickers and decals on both sides of body and doors of each truck. The city will approve, before allowing decals to be placed. The bidder is responsible for purchasing the decals.	X		
15.8	Bidder shall include a price for 3 annual body PM services on the hydraulics, oil and filter changes, greasing and chain tightening or adjustments.	X		
Section 16	Chassis Specifications	YES	NO	Variance
16.1	Chassis shall have dual sitdown drive with all gauges.	X	X	dual can be added - add. 0
16.2	GVWR shall be 46,000 lbs. j 350 hp@ 2000 rpm, 2200 GOV rpm, 1000 lb/ft @ 1400 rpm	X		Left hand drive + 100 do Exceeds 460 GVW 360 HP
16.3	(2) 2250 cca batteries	X		Exceeds with 3
16.4	Six (6) gallon def tank	X	5.5	15 gal available - longer lead
16.5	1200 Sq Inch Radiator	X	1,000	1,330 available - longer lead
16.6	Chassis Shall have a Hot Shift PTO	X		

Section 16	Chassis Specifications (continued)	YES	NO	Variance
16.7	Chassis shall have 160 Amp Alternator with Remote Battery Sense	X		
16.8	The transmission shall be an Allison 3000 RDS Automatic Transmission with PTO Provision	X		
16.9	Synthetic Transmission Fluid	X		
16.10	Chassis Shall include Detroit DA-F16.0-5 16,000# FLI 71.0 KPI?3.74 Drop single front axle	X		EXCEEDS w/20 K
16.11	Front brakes shall be meritor 16.SX6 Q+ Cast Spider Cam, Double Anchor, Fabricated Shoes	X		
16.12	16000LB Taperleaf Front Suspension	X		exceeds w/ shock absorb
16.13	30,000LB U-Series single rear axle	X		
16.14	6.14 Rear Axle Ratio	X		exceed 5.57
16.15	Rear brakes shall be meritor 16.5x7 p cam, double anchor, cast shoes	X		
16.16	30,000lb flat leaf spring rear suspension with radius rod.	X		
16.17	Automatic Rear Slack Adjusters	X		
16.18	Air dryer with heater	X		
16.19	Cab to axle - meet body requirements	X		
16.20	Automatic Rear Slack Adjusters	X		
16.21	7/16 x 3-9/16XII-1/8 Inch Steel Frame (11.11MMx282.6MM/0.437x11.13 Inch)120 KSI	X		
16.22	1/4 INCH (6.35MM) C-Channel Inner Frame Reinforcement.	X		
16.23	80 gallon/302 liter rectangular aluminum fuel tank- LH			60 gal 80 gal available - longer lead
16.24	315/80r22.s 20-ply radial front tires	X		
16.25	315/80r22.5 ply radial rear tires wheels 22.5x9 10-hub pilot 5.25 inset 5-hand hd steel disc front wheels	X		
16.26	wheels 22.5x9 10-hub pilot 5-hand	X		
16.27	hd steel disc rear wheels	X		exceed w/ polish aluminum
16.28	108 Inch BBC Flat Roof Cab	X		
16.29	Air Cab Mounts	X		
16.30	14" Air Horn, electric over air both sides	X		
16.31	Chassis shall have (5) amber marker lights	X		
16.32	LH and RH 8 Inch bright finish convex mirrors mounted under primary mirrors	X		
16.33	RH 8-inch stainless steel fender-mounted convex mirror with tripod brackets	X		
16.34	Dual west coast mirrors heated mirrors on both fenders	X		exceeds dual aero mirrors f
16.35	Heater, defroster, and air conditioner	X		Safety
16.36	Chassis shall include 2-1/2 LB fire extinguisher	X		
16.37	Dual Air Ride Seats	X		
16.38	Exhaust Brake Shall have a three-year warranty on cab/chassis, engine, transmission, and towing	X		
16.39	Vendor should include documentation on all chassis and body warranties	X		
16.40	Please Include Preventative Maintenance Report That Will Be Used Quarterly For All Three Years	X		
Section 17	DELIVERY: Must be available for delivery within 30 days of Purchase Order. (If no vehicles are available for immediate delivery, longer lead times may be considered)	YES	NO	Variance

End of Specifications

Chassis Information

BODY MANUFACTURER Heil

BODY TO BE MADE IN MISSISSIPPI- CIRCLE ONE: YES/ NO

CHASSIS MANUFACTURER Kenworth

DELIVERY 60-90 days (DAYS - from receipt of PO)

LOCATION OF WARRANTY WORK THAT IS PERFORMED BY DEALERSHIP

BODY: Theodore, AL

CHASSIS: Richland, MS OR Laurel, MS (35 miles)

STATE THE DISTANCE (IN MILES) OF THE CHASSIS DEALERSHIP FROM THE CITY OF HATTIESBURG, MS: 35 miles

STATE YOUR GUARANTEED BUYBACK PRICE FOR (3) YEARS: 100% of final auction price

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

VENDOR INFORMATION

Manufacturer Kenworth

Estimated Delivery Time 60-90 days

Company Name Truckworx

Address 330 Leggett Drive

City Richland State MS Zip 39218

Company Representative Taylor Gable

Title Government Acct. Manager

Phone 601-813-6035

Email taylorg@truckworx.com

Date 7/18/2024

Scan the completed specification response form along with warranty information, brochures to be considered, and PH Bidding Group's Vendor agreement and submit it online at <https://www.hattiesburgsbids.com>.

***If your response is approved, you will receive detailed instructions regarding the reverse auction process. Do not provide pricing as part of your specification response. Pricing will only be accepted from approved vendors through the reverse auction process.**

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at 662-407-0195 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.



Supplier Agreement

INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

This Agreement contains provisions for an administrative fee, discussed in Section 16.

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

PH Bidding Group Contact information is:

PH Bidding Group
605 West Main Street
Tupelo, MS 38804
662.407.0195
cory@phbidding.com

TERMS OF USE

Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only

If you have difficulty in completing this document, email us at cory@phbidding.com or call us direct at 662.407.0195.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

Definitions:

"PH Bidding Group" shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods or information.

"You", "Supplier" or "Suppliers" shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group' Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

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“Buyer” shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

“Reverse Auction Event Platform” shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/>, which is used by various Buyers to procure services, goods or information.

All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

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Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

Supplier agrees that he has no right to transfer this one-time use license.

Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.

Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.

Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

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Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:

4% of the total contract price, including all service agreements, extended warranties and equipment.

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Initials TG

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: TRUCKWORX

Authorized Representative (Printed Name): Taylor Gable

Title of Authorized Representative: Government Acct. Manager

BILLING INFORMATION:

Email Address: taylor@truckworx.com

Physical Address: 330 Leggett Drive
Richland, MS 39218

Mailing Address (if different): _____

Office Phone: 601.939.5300

Mobile Phone: 601.813.6035

Signature: Taylor Gable

Date: 7/18/2024

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to cory@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0195.

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0195 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.



TRUCKWORX

CHASSIS NUMBER: 135056 Plant:

CUSTOMER: CITY OF HATTIESBURG

REPORT DATE: 07/11/24

CHASSIS NUMBER: 135056

DEALER NO: K415

PRESENT ID-1: CITY OF HATTIESBURG

DEALER NAME AND ADDRESS:

TRUCKWORX HOLDING

COMPANY, LLC

Richland MS 39218

SHIPPING DESTINATION: SEE INSTRUCTIONS

STARTING CHASSIS NO: 135055

REQUESTED: 04/01/24

TENTATIVE DATE: 04/29/24

WHEELBASE: 239.00

CAB TO END OF FRAME: 254.50

ENDING CHASSIS NO: 135056

PRICE EFFECTIVE DATE: 01/01/24

FIRM DATE: 04/30/24

CAB TO AXLE: 169.50

AXLE TO BACK OF CAB: 69.50

OPTION	DESCRIPTION
	BASE MODEL
0000480	T480 SERIES CONVENTIONAL
0071000	T480 Aero Hood
0072000	CHASSIS OPERATION WILL NOT INCLUDE A STATIONARY APPLICATION
0080314	EPA CLEAN IDLE LABEL- PACCAR PX ENGINES
0090161	T480 SINGLE REAR
0098401	STATE OF REGISTRY: ALABAMA ENGINE AND ENGINE EQUIPMENT ENG: PACCAR PX-9 360, 2024 360@1650 1150@1200, W/ TURBO EXH BRK
0130224	
N0920	C399 120...STANDARD MAXIMUM SPEED LIMIT
N0922	C402 0.....EXPIRATION DISTANCE (N207)
N0926	C121 68....MAX VEHICLE SPEED IN TOP GEA
N0930	C128 68....MAX CRUISE CONTROL SPEED
N0936	C400 252...RESERVE SPEED FUNCTION RESET
N0938	C334 0.....MAXIMUM CYCLE DISTANCE (N202)
N0940	C401 10....MAXIMUM ACTIVE DISTANCE (N20)
N0942	C333 0.....RESERVE SPEED LIMIT OFFSET (
N0944	C234 YES...ENGINE PROTECTION SHTDOWN
N0946	C231 NO....GEAR DOWN PROTECTION
N0948	C132 1400..MAX PTO SPEED
N0950	C239 NO....CRUISE CONTROL AUTO RESUME
N0952	C238 NO....AUTO ENGINE BRAKE IN CRUISE
N0954	C395 0.....EXPIRATION DISTANCE (N209)
N0956	C225 YES...ENABLE IDLE SHUTDOWN PARK BR
N0958	C133 5.....IDLE SHTDWN TIME
N0960	C396 YES...ENABLE IMPENDING SHUTDOWN WA
N0962	C397 60....TIMER FOR IMPENDING SHUTDOWN
N0964	C206 35....ENGINE LOAD THRESHOLD
N0968	C233 NO....IDLE SHTDWN OVERRIDE
N0972	C382 YES...ENABLE HOT AMBIENT AUTOMATIC
N0974	C188 40....LOW AMBIENT TEMPERATURE THRE
N0976	C189 60....INTERMEDIATE AMBIENT TEMPERA
N0978	C190 80....HIGH AMBIENT TEMPERATURE THR
1000046	EPA EMISSIONS WARRANTY ENGINE
1000122	2024 SERIES EMISSIONS ENGINE



TRUCKWORKX

1000151	PREMIERSPEC
1000243	PT Optimization analysis: Performance power before economy results
1000255	Customer's Typical Operating Spd:68 MPH
1000524	Year of Registration: 2024
1000684	Effective VSL Setting NA
1000858	Engine Idle Shutdown Timer Disabled
1000859	Enable EIST Ambient Temp Oerrule
1000891	Eff EIST NA Expiration Miles Use only with MX and Cummins engines
1002065	AIR COMP:CUMMINS 30.4 CFM ISL, PX-8, PX-9 replacing 18.7.
1041399	AIR CLEANER: COMPOSITE ENGINE MTD FOR 2.1M MD
1105231	FAN HUB: HORTON ON/OFF FOR PX-9 OR L9N
1121231	COOLING MODULE: 2.1M MD AERO HOOD 1000 SQ IN
1247263	EXH: SING CAN 2024 RH UND W/ RH SOC VERT TP
1290124	Tailpipe: 5" Single 24" 45 Deg Curved
1321102	FUEL FILTER: PACCAR 2.1M MD PX-7, PX-9 FUEL/WATER SEPARATOR, 2021 AND LATER
1321200	Run Aid:None *For Fuel Filter
1321300	Start Aid:None *For Fuel Filter
1500029	KENWORTH FUEL COOLER
1504006	ENGINE BLOCK HTR: 120V 750W FOR PX-7 & & B6.7N, 1000W FOR PX9 & ISL9
1812162	Alternator: 160 amp brushless W/ battery voltage sense.*Replaced 1812160
1821210	BATT: 3 PACCAR GP31 THR (700-730) 2100-2190 CCA DUAL PURPOSE BATTERIES
1836106	MITSUBISHI 105P55 12V STARTER W/CUMMINS AND PX ENGINES
1840065	12V LOW VOLTAGE DISCONNECT FOR BATTERY PROTECTION
1900996	JUMP START TERMINALS MTD UNDER HOOD
1901019	REMOTE PTO/THROTTLE, 12-PIN, 250K EOF, J1939, REMOTE CONTROL PROVISION MAIN TRANSMISSION AND CLUTCH
2011613	TRANS:ALLISON 3000RDS 6 SPD GEN 6,W/PTO
2406802	D/L: 3 DANA SPL170XL W/ 2 CB
2409942	CB C/M: 2 HD ONE-PIECE ALUM, USE WITH 3 DRIVELINES W/ 2 CB. 2.1M MD ONLY
2410018	TORQUE CONVERTER INCLD W/ALLISON TRANS
2410019	TRANSMISSION APPROVAL RECEIVED, SEE NAR NARRATIVE N2060 FOR RECEIVAL DATE
2410114	LH PTO ACCESS, RH DIP STICK TUBE ALLISON 3000 SERIES TRANS ONLY
2410153	PUSH BTN CTRL: CONSOLE MTD FOR ALLISON 2.1M MD ONLY
2410204	ALLISON FUEL SENSE: DELETE
2410244	J1939 Park Brake Auto Neutral



TRUCKWORX

2410310	ALLISON NEUTRAL AT STOP
2410428	ALLISON RDS PACKAGE 180
	FOR 3000, 3500, 4000, 4500, 4700 TRANS
2410499	TORQUE CONVERTER:TC421 F/3000 SERIES
2429358	USE WITH MD, 3000 & 3500 EVS, HS & RDS
2429378	Trans PTO Rear Trans Supt Spring(s)
	C/I 1st Allison Trans PTO 8 O'clock POS
	Allison 3000/4000
N2410	SCAAN178467 REC.01/22/2024
	FRONT AXLE AND EQUIPMENT
2536004	FR PACCAR FX-20 WT AXLE RATED @ 20K 4" DROP WIDE TRACK
2621078	FR BRK:BENDIX ES 16.5X6 MAX CAP 22K
2690013	FR BRK DRUM:MERITOR X30 LT WT 16.5X6 20K
2702020	FR IRON HUB PIL MNT MAX CAP20K16.5X6" OR 7" OR AIR DISC BRKS 11.25" BC 10BLT
2741970	FR CONMET PRESET PLUS HUB PKG
2750001	FR HUBCAP VENTED
2765001	FR AUTO SLACK ADJ FOR DRUM BRKS
2865025	FR SPRG TAPERLEAF 20K W/SHOCKS
	2.1M MD
2895305	PWR STRG DUAL GEARS 18/20K
2899336	PWR STRG COOLER RADIATOR MTD
2900062	60 MM FRT SUSP SPACER BLOCK
2900612	THREADED FR SPRG BUSHINGS IN PLACE OF ELASTOMERIC, 2.1M MD
	REAR AXLE AND EQUIPMENT
3081093	RR DANA SPCR S30-190 30K RATED@30K SING 74" W/16.5X7BRKS,HUBS,DRMS& DUST SHIELD
3200557	REAR AXLE RATIO-5.57
3367001	RR BRK:INCLUDED W/REAR AXLE
3392010	RR BRK DRUM:INCL W/HUBS OR AXLE OR BRK
3407026	RR HUB INCLUDED W/AXLE 11-1/4" BC HUB PILOT
3440100	OIL SEALS INCLUDED W/AXLE
3465900	RR SLACK ADJUST:INCL W/AXLE OR BRAKES
	ALSO USE W/ DISC BRAKES
3485214	RR SPRING BRK:3036 LONGSTROKE SING. FOR DRUM BRKS.
3495226	ABS:BENDIX 4S/4M
	FR WHL 2 GRP RR WHL*AVL ONLY W/AIR BRK
3666435	REYCO 79KB MULTILEAF 31K SING
	28K SPRG W/ HELPER, NOT ADB COMPAT
3836315	BOLTED RR SUSP C/MS: FOR REYCO 79KB REPLACES MED DUTY STD
	TIRES, WHEELS & RIMS
4038678	FR GY G289 WHA 315/80R22.5 20PR AP
	PART: GY315/80R225LG289WH FET: 126
4238678	RR GY G289 WHA 315/80R22.5 20PR AP
	PART: GY315/80R225LG289WH FET: 252
4900004	CODE-REAR TIRE QTY 04.
5045280	FR WHL ALCOA 89U64 22.5X9 AL
	ULTRA ONE HIGH POLISH WHL



TRUCKWORX

5245280	RR WHL ALCOA 89U64 22.5X9 AL
5900004	ULTRA ONE HIGH POLISH WHL
	CODE-REAR RIM QTY 04.
	FRAME AND EQUIPMENT
6054410	FRAME RAILS: 10-5/8 X5/16" ; STL 309-380"
	SECTION MOD:14.80, RBM:1,776,000 LBS
6141600	FULL STL INSERT F/ 10-5/8" ; OR 10-3/4;
	STL 337-416; OR 2ND INSERT F/ 11-5/8;
6308710	BUMPER: AERODYNAMIC, PAINTED
	REQS BUMPER SETTING CODE
6319040	40 INCH BUMPER SETTING*REQS BUMPER CODE
6321010	FRONT TOW LOOPS: 2
6390083	Custom Frame Layout Complete
6390086	VEHICLE LAYOUT SENT PENDING APPROVAL
6391202	Custom Frame Layout: two chassis
6397001	HUCK BOLTS THROUGHOUT FRAME WHERE
	POSSIBLE, MAY NOT INCL SUSP C/M
6400644	BATT BOX: CANTLVR ALUM BOC, SMOOTH
	NATURAL FINISH ALUM COVER, 2.1M MD
6409901	BATTERY BOX LOCATION: LH SIDE
6451125	DPF/SCR BOX NATURAL END PLATES AND
	NATURAL COVER
6490139	HD ONE-PC ALUM INTERM/FILL IN C/M
	2.1M MD
6490434	HD 5-PIECE REAR CAB SUPPORT - BOLTED
	2.1M MD
N6400	CFL BBX: COPY CHASSIS 266871
N6490	CFL C/M: COPY CHASSIS 266871
6679003	GVWR/GCWR OVER 33,000 LBS REQUIRES FET
6679860	FINAL EOF CUT-OFF DIMENSION WILL BE
	MODIFIED TO 61 IN TO 65 IN
6679962	***DLR/CUST ACCEPTS FINAL CHASSIS FRAME
	RAKE BASED ON PRE-BILL REVIEW**
6721102	RR MUDFLAP ARMS: BETTS B25 STD DUTY
	STRAIGHT (KIT INCL B1732 MTG BRKTS)
6722094	RR MUDFLAP SHIELDS: BLACK RUBBER
	ANTISAIL W/O LOGO 28" WIDE, 1/4" THICK
6742009	SQUARE END OF FRAME: W/O C/M
	FUEL TANKS AND EQUIPMENT
7140060	FUEL TANK: 60 US GAL D-SHAPE RECT AL UND
	RPL, WITH NON-SLIP STEP
N7210	CFL F/T: COPY CHASSIS 266871
7722170	DEF TANK: SMALL, 5.5 GAL
	USE W/ D-SHAPE FUEL TANK
N7720	CFL DEF: COPY CHASSIS 266871
7839006	POLISHED FUEL TANK STEPS
	2.1M MD
7840015	POLISH ONLY: 1 ALUMINUM TANK
7840038	POLISHED COVER: 1 DEF TANK ANY SIZE
7889061	POL STRAPS: 1 TANK ANY SIZE
7889208	DEF TO FUEL FILL RATIO BETWEEN 1.25:1
	AND 2:1
7889614	DEF TANK LOC: LH BOC, 2.1M MD
	7920060



TRUCKWORX

	CAB AND EQUIPMENT
8024311	CAB: STAMPED ALUM CURVED WINDSHIELD
8090155	LED MARKERS *REQ SEPARATE ROOF CODE
8108002	HOOD: MED AERO W/ CHROME CROWN
	Filter: Fine Particulate for HVAC
	cabin air in high dust applications.
8108011	Htr/Air Con w/defrst & auto temp ctrl
	*48K BTU/hr heater *Daycab/40in SLPR
8201047	STRG WHL: 18" NON-LEATHER *SMARTWHEEL
	INTEGRATED RADIO & CRUISE CONTROLS
8201200	STRG COLUMN:ADJ TELESCOPNG TILT
	CODE F/18" OR F/20" STRG WHEEL
8205135	INFO FOR C/I PTO: MUNCIE 10 BOLT
8205139	KW DOES NOT GUARANTEE PTO CLEARANCE W/
	ALLISON TRANSMISSIONS
8205177	DASH SWITCH:1ST ALLISON-MOUNTED PTO
8205228	ONE (1) SPARE ACCESSORY ELEC-OVER-AIR
	SWITCH W/ LATCHING AIR SOLENOID
8208495	SW: 2 SPARES WIRED TO POWER
8222409	GAU: DD VIRTUAL GAUGE - AIR FILTER
	RESTRICTION
8222411	GAU: DD VIRTUAL GAUGE - ENG PTO HOUR
8222413	GAU: DD VIRTUAL GAUGE - MANIFOLD
	PRESSURE BOOST
8222414	GAU: DD VIRTUAL GAUGE - ENGINE PERCENT
	TORQUE
8222418	GAU: DD VIRTUAL GAUGE - ENGINE HOURS
	INSTRUMENT CLUSTER
8222419	GAU: DD VIRTUAL GAUGE - VOLTS
	INSTRUMENT CLUSTER
8282024	MAIN INSTRUMENT PKG
	7" DISPLAY
8282108	MODULAR DASH OPTION: RH DASH STORAGE W/
	2 SHELVES *REDUCES GAUGES: HD -6 MD -4
8330591	INT TRIM PKG: 2.1M MD GRAY FOAM BACKING
	CLOTH HEADLINER W/GRAY VISOR/SEAT COLOR
8410122	DR SEAT: KW AIR SEAT HB VINYL
	DUAL ARMREST W/COVER
8460103	RD SEAT: KW AIR SEAT HB VINYL
	NO ARMREST W/COVER/OCC SENSOR
8490161	SEAT COLOR: BLACK REPL STD GRAY
8601432	KENWORTH RADIO DEA710 AM/FM/WB/USB,
	BLUETOOTH
8698965	SPEAKER PACKAGE FOR CAB: (2) SPEAKERS
	B-PILLAR
8700197	TURN SIGNAL: NON-SELF-CANCELLING
8700283	LH & RH TRIP LEDGE RAIN DEFLECTORS
8700501	METAL INT DOOR PANEL KICK PLATES
8700663	Kenworth TruckTech
	Formerly Remote Diagnostics
8800261	GRABHANDLE: 1 LONG RH MTD SOC EXHAUST
	NFPA COMPLIANT
8800382	GRABHANDLE: LH NON-SLIP ERGONOMIC
	EXTERIOR, SIDE OF CAB - NFPA COMPLIANT



TRUCKWORX

8800402	GRABHANDLES: DUAL CAB-INTERIOR,A-PILLAR
8832113	MTD DASH WRAP & B-PILLAR MTD HANDLES
8841641	DAYLITE DOOR: KW W/ STD LH/RH ELEC DOOR LOCKS AND LH/RH ELEC WINDOW CONTROLS
8850139	AIR HORN: SING ROUND 26" LH ROOF
8850842	INCL AIR HORN COVER
8860852	LOOK-DOWN, PASS. DOOR, BLACK 11X6
8871446	MIRR SHELL: DUAL AERO IN-MOLD BLACK
8890038	MIRR: DUAL KW AERO REAR VIEW
8890101	MOTOR/HTD W/INTEGRAL CX
8890135	RR CAB Window: fixed 19"X36"
8890874	NOT AVAILABLE W/SLEEPER
8891009	3.5 X 11.5IN PLASTIC RECORD HLDR MTD RR
8891011	CAB PANEL*N/A W/SLPR OR 2 PERSON BENCH
9010813	WINDSHIELD: 1-PC BONDED-IN W/ CURVED GLASS
9010951	SUNVISOR:EXTERIOR STAINLESS STEEL
9022137	Kenworth Cab Air Suspension.
9070138	THERMAL/SOUND INSULATION PKG
9090027	ROOF: RAISED PROFILE, STAMPED ALUM W/ ADDL HEAD ROOM & INT OVERHEAD STORAGE
9090115	LIGHTS AND SIGNALS
9090180	HEADLAMPS: SING HALOGEN W/O DRL
9090312	FENDER MTD
9090849	DAYTIME RUNNING LIGHTS LOC IN BUMPER
9101219	DRIVEN BY CHASSIS HEIGHT
9140020	MARKER LIGHTS: 5 RECTANGULAR LED
9140252	COMB:STOP/TAIL/TURN/BACKUP LIGHTS RH/LH
9140288	HEADLAMPS TO TURN ON WHEN WIPERS ARE ACTIVE
N9100	REFLECTORS: 2 AMBER MIDFRM-MTD F/FULL TRUCK*FOR TRACTOR USE 9090117*
N9120	BACKUP ALARM: TAILLIGHT BRACKET MOUNTED
N9150	VARIABLE SELF ADJUSTING 82-102 DBA
9200008	BODY BUILDER HARNESS COILED EOF FOR ADDIT. C/I:TAIL,TURN,STOP,MARKER LIGHTS
9200113	POLYSWITCHES REPL FUSES: SWITCH WILL AUTO RESET AFTER REMOVAL OF EXCESS LOAD
	AIR EQUIPMENT
	AIR DRYER: BENDIX AD-HF HTD PURAGUARD EXTENDED PURGE
	MOISTURE EJT VLV: PULL CABLE DRAIN
	NYLON AIR TUBING: FRAME/CAB
	Locate air dryer inside LH rail BOC. (Req custom frame L/O code)
	AIR TANKS CLEAR OF TRANS AREA (Req custom frame L/O code)
	9999995 391477-391478
	CFL A/D:COPY CHASSIS 266871
	CFL A/T:COPY CHASSIS 266871
	OPTIONAL EXT WTY & PRV MNT
	BASE WARR: PACCAR PX-9 ENGINE
	24 MONTHS/250K MI/402,336 KM/6250 HRS
	BASE WARR: SEVERE SERVICE MED DUTY



TRUCKWORX

12 MONTHS/50K MI/80K KM
ORDER REVIEWED BY APPLICATIONS TECH:
TRUCKTECH RD - 5YR SUB
PACCAR PX ENGINES
BASE WARR: EMISSIONS
5YR/100K MI - EPA ENGINE
RANDALL.HIENEMAN@PACCAR.COM
SPECIAL EQUIPMENT
GHG Secondary Manufacturer:
Does Not Apply
OFF HIGHWAY/SPECIALTY COMPONENT TRUCK
ADDITIONAL LEADTIME REQUIRED
WARNING TRIANGLE REFLECTOR KIT: 3
TRIANGLES IN PLASTIC CASE
FIRE EXT: ONE 5# DRY CHEMICAL TYPE
MTD OUTBOARD OF DR. SEAT. CLASS ABC.
VMUX Architecture
PROMOTIONS
PAINT COLOR NUMBER
PAINT COLOR NUMBER(S)
A - L0006EY WHITE
FRAME N0001EA BLACK
BUMPER L0006EY WHITE
NOTES
***NOTE: REQUESTS PRECEDED BY N98XX ARE
DISAPPROVED-OAR GRP #469-946-5351
DLR/CUST DECLINES ENG W/CARB IDLE RED
0080075 DLR/CUST DECLINES ENG W/CARB
0080075 IDLE RED
1247234 EXH: 2021 RH UND DPF/SCR W/ RH
1247234 SOC
2011205 TRANS: ALLISON 3000RDS 6 SPD GEN
2011205 5, W/PTO
PAINT
BUMPER PAINTED -A- COLOR
DAY CAB BULK PAINT
Day Cab Standard Paint
1 Color Paint Day Cab
White If No Color Specified
PAINT SKETCH VERIFIED
PAINT: BASE COAT/CLEAR COAT*REQS PAINT
EXTERIOR & PAINT COLOR L SERIES CODES*
ORDER INFORMATION
CANCEL/REORDER CHASSIS
EMAIL: TAYLORG@TRUCKWORX.COM
CELL PHONE: 601.813.6035
SALESPERSON ID: TAYLOR GABLE
DEALER CONTACT
NAME: TAYLOR GABLE PH: 601.813.6035
JRH 01/22/24 OC010

9212661
9220001
9290231
9409852
9490003
9490206
9490404
9491659
9700000
N9702
N9720
N9770
9800001
N9801
N9802
N9803
N9804
N9805
N9806
N9807
9943001
9943048
9943050
9944820
9960006
9965510
9999995
N9994
N9995
N9996
N9997
N9998
N9999



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CLARIFICATIONS TO BID SPECIFICATIONS
CHASSIS MOUNTED 24 YARD AUTOMATED SIDE LOADING REFUSE COLLECTION
GARBAGE TRUCK

SECTION	HEIL LIBERTY
3.8	Cleanout doors not required on Heil Liberty continuous pack design
3.9	Heil Liberty design does not require a track inside body
5.4	Manual hopper cover used to prevent refuse loss during transport
6.1-6.4	The Heil Liberty is a continuous packing design with the following specifications: A hydraulically actuated packing platen shall be suspended between two (2) heavy duty, self-aligning hardened steel bushings. The packing platen shall complete a pack sweep cycle, displacing a volume of at least three (3) cubic yards, in a maximum of 14-16 seconds with an empty body, and shall be capable of operating continuously so that refuse containers can be dumped with the platen in any position. The packing platen shall be fabricated from a minimum .5" reinforced steel plate. The swinging platen shall utilize both sides of the assembly to distribute the waste equally to both the left and right sides of the body. The packing platen and support bushings shall be capable of being greased without entering the hopper. A six (6) fitting grease manifold shall be located under the body so that it is accessible from the ground with the empty body resting on the body props. Two (2) additional grease fittings, accessible from ground level, shall be located at the side of the hopper to grease the upper and lower platen bushings. The packing platen shall be activated by two (2) hydraulic cylinders mounted under the body and connected to the packing platen using 1.25" thick steel bars. The cylinders shall be 5" diameter bore x 1.5" rod x 43" stroke.
7.2	Meets intent with Heil Python arm design: The lift base shall support the lift arm, the dump arm, the level pivot, the level link, the pivot link, and the reach link. The lift base shall rest atop the chassis frame rails for superior vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame will not be accepted. The lift base shall consist of a .75" x 17" x 50", 50,000 PSI typical yield, surface plate for chassis frame mounting and shall be reinforced by four (4) vertical ribs for rigidity and arm pivot placement. The ribs shall utilize .75" x 6.5", 50,000 PSI typical yield steel. The front-to-rear mounting length shall not exceed 18". The lift arm shall consist of a 4.5" x 8.2" fabricated structure with a 5" x 3" structural tube to serve as support for the dump arm.

SECTION	HEIL LIBERTY
	The dump arm shall consist of a 4" x 3" structural tube that will support the appropriate grabbers determined by local demands. The level pivot shall be a fabricated channel with a 4.5" web x 8.2" flanges x .25", 50,000 PSI typical yield steel. The level link shall be a 1.5" x 3" x 0.188" structural tube machined at each end for steel spherical bearings and two (2) 1.5" x 4" TGP pins. The pivot link shall be a 3" x 3" x 0.375" structural tube machined for a Connex steel bushing of AISI 615C on the top end, and a 2" spherical bearing on the bottom end. The Connex bearing shall be sealed by (2) Garlock 9220, "U-cup" 90 durometer urethane seals. Both ends shall be supported by two (2) 1.5" x 4" pins. The reach link shall consist of two (2) parallel 3" x 5" x .375" structural tubes linked midspan and properly lined bored each end for four (4) Connex bushings of AISI 615C, sealed by two Garlock 9220 "U-cup" 90 durometer urethane seals, and supported by one (1) 3" x 14.5" upper pin and one (1) 3" x 13.4" lower pin. The lifting mechanism shall be capable of lifting containers ranging from 30-110 gallons at level container placement, and shall be capable of extending, grabbing, raising, dumping, and returning a container from any position without the need to "retract" the lift arm and shall perform the following lift cycle functions in approximately eight (8) seconds at engine idle. The lift shall be powered by three (3) hydraulic cylinders with cushions at each end of the stroke. The raise and reach cylinders shall have hardened and chrome plated rods. Control valves shall be direct acting, feather-able, air actuated. The lift mechanism shall traverse the container from the point of engagement to the elevated and rotated position of discharge through a compound elliptical curve devoid of abrupt directional changes and high gravity forces to preserve container structural integrity and greatly reduce container maintenance.
10.11	The Heil Liberty utilizes a packing platen that does not require a pack manifold



Liberty™
Continuous Track Automated Side Loader



2024 Standard Equipment Features included in Base Price

• Python Lift - 2-year limited structural warranty	• Lift reach warning
• Lift capacity up to 800 lbs.	• Backup alarm
• Body service props	• Backup and license plate lights
• Tailgate service props	• LED Center-mounted brake light
• Fully automatic tailgate locks	• LED Duplicate high and low mount stop, turn, and tail lights
• Grease zerks - for entire system only	• LED Mid-body turn signals
• O.I.G.A.I. Front mount front mount tandem vane pump system	• LED FMVSS #108 clearance lights and reflectors
• Cushioned up and down with chrome-plated rods	• ICC reflective tape
• Chassis frame mounted oil tank with level/temperature gauge and oil suction shut-off valve	• Rear mud flaps - anti-sail/anti-splash
• 3-micron return line filter with magnetic trap and in-cab filter bypass monitor - in microns	• Rear under ride guard
• 100-micron suction line strainer	• Rear camera bracket and flood lights - reverse activated
• Abrasion resistant hydraulic hoses	• Customer's choice of one color finish paint from Color Smart brochure
• In-cab packing controls, electric	• Standard 1-year (2,000 hours of operation) warranty
• In-cab lift controls, air/electric, Joystick	• ANSI Z 245.1-2017 compliant
• In-cab hoist controls, electric	• Cavity coat and joint sealer
• In-cab tailgate controls, electric	• Inside-body front closure
• In-cab function and indicator lights	• Remote Lubriaction Manifold for Packer and outside mounted upper packer lube line
• Programmable Controller with InSight™ diagnostic display and Standard Lift Cycle Counter	• 5 lb. in-cab fire extinguisher
• Observation Ladder	• Safety triangle
• Heavy duty packer paddle with liquid containment shaft seals	• Corrosion resistant hydraulic tubes that conform to ASTM B117

HEIL ENVIRONMENTAL WARRANTY STATEMENT



WE NEVER STOP WORKING FOR YOU

The Heil Co. d/b/a Heil Environmental ("Heil") warrants its waste collection equipment to be free from defects in material and workmanship under normal single-shift use for a period of Twelve (12) months or 2000 hours of operation (whichever comes first) from the date of equipment In Service or during the period of coverage offered by an extended warranty program, when operated in accordance with its Operator's Manual and proper service and maintenance as described in Heil Service Bulletins and Parts & Service Manuals are performed. The standard or extended equipment warranty is not transferable except for sales demonstration units.

This warranty is expressly limited to the repair or replacement of any component or part thereof, of any such collection body manufactured by Heil that is proven to Heil's satisfaction to have been defective in material or workmanship. Such components or parts shall be repaired or replaced at Heil's option without cost to the original purchaser for parts and labor provided such unit is returned to an authorized Heil Dealer for replacement or repair. The repair or replacement must be made during the standard or extended warranty coverage period.

Before any warranty can be allowed on new equipment, a validated warranty registration form must be on file with Heil's Customer Service Department within sixty (60) days of the equipment's In-Service date. Wear items are excluded from warranty coverage.

All OEM service parts sold by Heil have a six (6) month warranty from the date of purchase. Aftermarket parts purchased from Heil are supported by a 90-day warranty. The parts warranty covers parts only, providing that factory inspection reveals a defect in material or workmanship. Labor, troubleshooting, equipment downtime, etc. is not covered under the parts warranty policy.

HEIL MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. HEIL DOES NOT ASSUME ANY LIABILITY OR ACCEPT CLAIMS FOR LOSS OF PROFITS, PRODUCT DOWN TIME OR ANY OTHER DIRECT, INCIDENTAL OR INDIRECT CONSEQUENTIAL LOSSES, COSTS, DAMAGES, OR Any improper use, operation beyond rated equipment or component capacity, substitution of parts that are not Heil approved, or any alteration or repair by others in such a manner as in Heil's sole judgment affect the product operation or integrity shall void the warranty. Other than the extension of the standard warranty period purchased under a supplemental Heil Extended Warranty Program, no employee or representative is authorized to modify this warranty in any way nor shall any other warranties be granted. No dealer-supplied warranty program is endorsed or supported by Heil. Heil retains the right to modify its factory warranty program at any time.

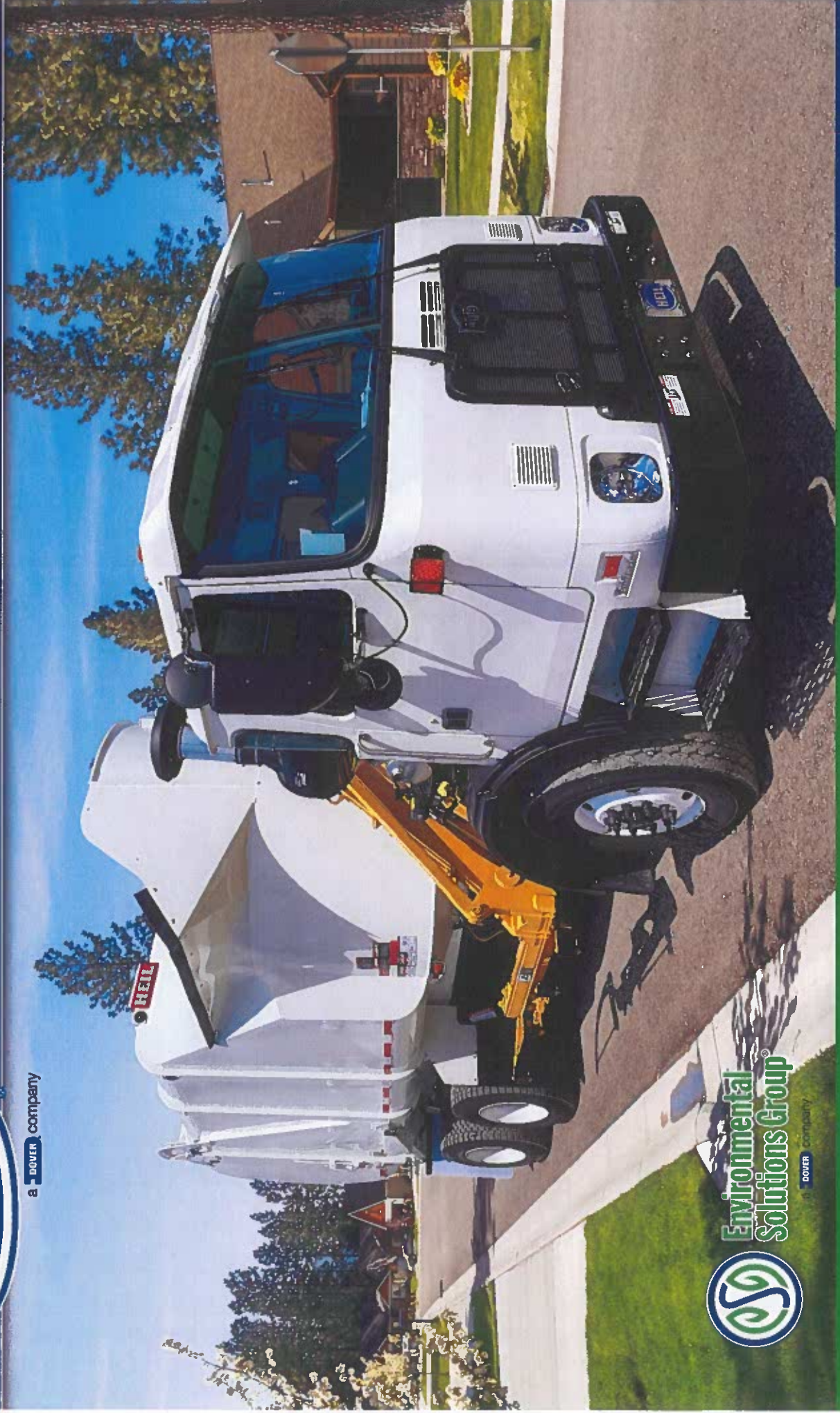


WE NEVER STOP WORKING FOR YOU

Heil Liberty

Automated Side Loader

a **DOVER** company



Continuous Pack Automated Side Loader

www.Heil.com

HeilLiberty

A productive body with an advanced automated arm.

What do you get when you combine one of the most productive, lightweight refuse bodies in the industry with the most reliable automated arm? A true performer — the Heil Liberty! By integrating our time-tested Continuous Pack body with the patented technology of the Python® arm, Heil has created a refuse collection body with proven reliability and unsurpassed speed.

The Continuous Pack body has been a customer favorite for more than 35 years, far and away the most popular ever produced. This remarkable, lightweight body will accommodate routes of any size, with seven models ranging from 16 to 32 cubic yards. Our patented Big Swing Paddle Packer design continuously sweeps the hopper, so there's no need to stop and pack the load. Because there is no packer panel to slide into the body, the need for shoes, guide rails, and internal body parts is eliminated, as is the need to clean out behind the packer. The standard Select-O-Pack feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, simplifying operation for the driver, and extending the life of the paddle packer. Combine the optional Extended Tailgate Seal with the Select-O-Pack feature, and you will have the optimal ASL for your organic collection.

The patented Python lift arm is one of the fastest, smoothest, and most maintenance-friendly automated arms in the world. It features an eight-second lift cycle, which can save you up to four seconds per stop and up to one hour per day — delivering more than \$15,000 in savings per truck per year. The Python arm's nine-foot reach can negotiate between cars and other obstacles, making even the most difficult pick-ups possible.

We back all Heil® units with a worldwide network of knowledgeable dealers and service centers, as well as the industry's first dedicated manufacturer-based training facility and mobile training centers, to help you keep your Liberty operating at its peak. Add to that the Heil brand's century-old heritage of commitment to robust quality and customer satisfaction, and you can feel certain that when you choose a Liberty you are getting the most productive and durable refuse collection vehicle available.

Read on to learn more about the Liberty's advanced productivity features, and then contact your Authorized Heil Dealer for assistance in choosing the refuse collection vehicle that is right for your routes. To find the Dealer nearest you, visit www.heil.com.

The Heil Liberty

Design, performance and reliability that works for you.



Add 3rd Eye Digital Packages

Connect for service verification, body/chassis data, fuel tax reporting, and route management. Includes factory installed 3rd Eye Digital, with the ability to connect up to eight cameras.



Add 3rd Eye IRIS Collision Warning Radar

The 3rd Eye family of IRIS Collision Warning Radar protects both your drivers, your assets, and those in close proximity to your vehicle using existing 3rd Eye® Mobile camera cables.



Add Outside Cab Controls

The outside cab controls provide operators the ability to fully operate the Python lift arm from the ground.



Add Body Rooftop CNG Storage

This system enables your CNG refuse fleet to deliver the same productivity you would expect from a diesel unit while saving money with clean, domestic, compressed natural gas as fuel.

Smarter By Design, With Loyalty Built In

The Liberty was specifically designed to accommodate any size route, quickly and efficiently.

Heil Liberty

Reliable Automated Side Loader Performance

- + **PATENTED PADDLE PACKER** - The Liberty has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop and pack the load. This eliminates the need to clean out debris from behind the packer sweep.
 - + **2X INCREASED PADDLE LIFE** - New materials and welding procedures, better spline design, increased upper and lower bearing size, plus replaceable engineered plastic bearing between lower bearing housing and actuator plate all result in increased paddle life by 2X from previous design.
 - + **NEW PACKER SHAFT SEAL DESIGN** - The packer shaft seal redesign virtually eliminates leaks and is also easily replaceable/serviceable. This new design also keeps the bottom bearing clean, preventing corrosive leachate from getting on the lower bearing, as well as the actuator.
 - + **UPPER AND LOWER BEARING GREASE LINES** - New hard tube lube lines to the upper and lower bearings, assure that grease can easily be applied from ground level.
 - + **STRONG FOUNDATION** - The Heil Liberty body is constructed of high tensile steel, 1/2" thick in the hopper floor and wall, and 7-gauge 50,000 psi in the body floor. The floor is also supported by 10" structural channel longmembers.
 - + **EASY TO MAINTAIN** - The body of the Liberty is easy to service because all hydraulic cylinders are accessible from ground level. The packer cylinder is also located under the body to protect it from refuse abrasion.
- + **EXCEPTIONAL REACH AND LIFT** - The patented automated Python arm can reach up to 9 feet. Able to lift up to 800 pounds, the Python arm features cushioned cylinders for smooth action, saving wear and tear on both the lift arm and the chassis. The Python arm's unique lift geometry enables the arm to routinely replace carts with the lids closed.
 - + **QUIET, FUEL-EFFICIENT OPERATION** - The Heil Operate-in-Gear-at-Idle System comes standard on the Liberty. It is designed to help finish routes up to 20% faster, saving up to one gallon of fuel per hour while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise — a benefit to operators and customers alike, especially in residential neighborhoods.
 - + **FEWER WEAR COMPONENTS** - Because there is no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated.
 - + **JOYSTICK CAB CONTROLS** - Reliable, ergonomic joystick controls deliver smoother performance and enhanced usability. With the AutoLoad system, the operator can reach, grab, lift, dump, and return the arm to the stowed position using only the joystick and two buttons.
 - + **DURAMOUNT DESIGN** - The Heil DuraMount Design, used to mount the lift to the chassis frame, reduces the potential for bolt fatigue and provides Service Smart bolt access for easy maintenance.
 - + **PYTHON GRABBER GEARS** - Made from specially formulated high-strength alloy steel, the Python lift arm's superior hardened grabber gears virtually eliminate gear wear. The gears are splined to the grabber shafts and can be cycled up to 1,000,000 times with little evidence of wear.

Discover What Sets The Heil Liberty Apart



PYTHON AUTOMATED LIFT

Eight-second lift cycle can save up to four seconds per stop - up to one hour per day. This can add up to more than \$15,000 in savings per truck, per year! The Python lift arm's 9' reach can slither between cars and other obstacles, making even the most difficult pick-ups possible.



BIG SWING PADDLE PACKER

Improved Big Swing design increases paddle life by 2X from previous version. The newly designed packer shaft seal also virtually eliminates leaks. Hard tube lines to upper and lower bearings allow grease to be applied from the ground level.



SELECT-O-PACK

Select-O-Pack allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged. This feature simplifies operation and helps extend the life of the paddle packer. Combine the optional Extended Tailgate Seal with the Select-O-Pack feature, and you will have the optimal ASL for your organic collection.



OPTIMIZED WEIGHT BODY

The solidly designed optimized weight body allows for a more optimal payload, and is ideal for areas with stringent weight restrictions.

Smarter By Design, With Loyalty Built In

The Liberty was specifically designed to accommodate any size route, quickly and efficiently.

Heil Liberty Specifications

Performance Specifications	
Lift Capacity	800 lbs.
Lift Cycle Time*	8 seconds @ idle
Lift Reach	9 ft.
Conspction	Up to 700 lbs. per yd ³
Working RPM	750 (operates in-gear-at-idle)
* Complete cycle time defined as: grb, dump, return and release	

Cylinder Specifications		
Body Cylinders	Type	Bore x Stroke
Tailgate Raised	(2) Double acting	in. 3.0 x 18.5
		mm 76 x 470
Packing	(2) Single acting	in. 5.0 x 42.0
		mm 127 x 1,066
Dump (telescopic)	(2) Double acting	in. 4.0 x 55.5
		mm 102 x 1,407
Lift Cylinders		
Reach	(1) Double acting	in. 3.0 x 16.0
		mm 80 x 406
Grab	(1) Double acting	in. 3.1 x 8.0
		mm 80 x 203
Lift	(1) Double acting	in. 3.0 x 16.0
		mm 80 x 406

Hydraulic Specifications	
PUMP	Operates in-Gear-At-Idle (standard)
Type	Tandem Vane front
Maximum Operating Pressure	2,400 psi (16,547 kPa)
Working RPM	700-1,800 750 RPM (packer)
Flow at Working RPM	34/16 GPM (packer/arm)
OIL RESERVOIR	Chassis frame mounted
Gross Capacity	50 gallons (190 liters)
Filters	Return line 3 micron, 140 micron suction strainer
VALVES	
Shutoff	Suction line
Lift and Packing Control	Air over hydraulic
Hoist and Tailgate Control	Electric over hydraulic
Tailgate	
Tailgate Locking	Air operated toggle
Body Raise	

Automated Lift Specifications	
Lift Capacity	800 lbs.
Cycle Time	8 seconds @ idle
Reach	9 ft.
Ground Clearance	20 in. from ground to bottom of grabber arms (passed on a 42 in. chassis rail height)
Weight*	1,850 lbs. approx.
Controls	Joystick, air over hydraulic with feathering ability
* Weight includes standard 60/90 gallon grabbers	

Typical Chassis Configuration*		16 yd ¹	20 yd ²	22 yd ³	24 yd ³	24 yd ³	26 yd ³	30 yd ³	32 yd ³
Axis		Single	Single	Single	Single	Tandem	Tandem	Tandem	Tandem
Min. GVWR ^m	lbs.	33,000	35,000	37,000	41,000	41,000	45,000	50,000	52,000
Min. GAWR	Front ^m	12,000	14,000	14,000	15,000	15,000	15,000	16,000	16,000
	Rear	21,000	21,000	23,000	26,000	26,000	30,000	34,000	34,000
Usable CA/CT	in.	134 CA	157 CA	157 CA	189 CA	173 CT	173 CT	185 CT	185 CT
C.O.E. Wheelbase	in.	161	182	182	213	197	197	210	220
Conventional Cab Wheelbase	in.	206	227	227	258	242	242	255	265
Min. Platform	in.	190	204	204	215	234	234	246	258

* OPERATE IN-GEAR units require engines with at least 325 ft. lbs. of net torque available at idle, with idle speed set between 850 and 750 RPM. Recommended 160 or 200 amp alternator.
(1) Front axle min. GAWR requirements may be reduced up to 2,000 lbs. for chassis with actual, unladen bare front axle weights of 8,000 lbs. or less.

Body Specifications		16 yd ³	20 yd ³	22 yd ³	24 yd ³	24 yd ³	26 yd ³	30 yd ³	32 yd ³
Body Capacity	yd ³	16	20	22	24	24	26	30	32
	m ³	12.2	15.3	16.8	18.4	18.4	19.9	22.9	24.5
Hopper Capacity	yd ³	4	4	4	4	4	4	4	4
	m ³	3	3	3	3	3	3	3	3
Overall Length*	in.	194	218	239	248	248	289	281	293
	mm	4,928	5,537	6,071	6,299	6,299	7,337	7,137	7,442
Overall Length (Tailgate Raised)*	in.	268	292	289	307	307	331	342	354
	mm	6,807	7,417	7,341	7,798	7,798	8,407	8,687	8,992
Overall Width	in.	96	96	96	96	96	96	96	96
	mm	2,438	2,438	2,438	2,438	2,438	2,438	2,438	2,438
Overall Height Above Frame	body lowered	in.	97	97	97	97	97	109	109
	mm	2,464	2,464	2,464	2,464	2,464	2,464	2,769	2,769
Overall Height Above Frame	body raised	in.	154	168	185	185	185	182	199
	mm	3,912	4,267	4,767	4,699	4,699	4,699	4,699	5,055
Gross Weight (Route Ready, Without Options)	lbs.	10,400	11,000	11,200	12,000	12,000	12,200	13,200	13,600
	kg	4,720	4,990	5,080	5,440	5,440	5,530	5,990	6,170

* Including 30 in. for lift mount

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for information purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written Warranty Statement for this product at the time of shipment.



WE NEVER STOP WORKING FOR YOU

Heil Liberty
Continuous Pack Automated Side Loader.



EXPEDITE THE PURCHASE OF YOUR HEIL UNIT THROUGH SOURCEWELL

Sourcewell Cooperative Purchasing Program has awarded Heil a nationally bid contract for "Solid Waste and Recycling Collection Equipment with Related Equipment, Accessories, and Supplies." Through the Heil contract, Sourcewell members can purchase any of the Heil line of refuse and recycling equipment, including front-loading, side-loading, and rear-loading refuse collection vehicles, without having to create an RFP and send the project through a time-consuming duplicate bid process. By using the existing nationally bid contract, members can receive the products they need more quickly and cost effectively. Best of all, Sourcewell membership is free! Qualified agencies can join online via the Sourcewell purchasing website at www.sourcewell-mn.gov. To find out more about purchasing Heil equipment via the Sourcewell contract, please contact your local Heil Dealer at www.heil.com/dealers.



TRUST HEIL CERTIFIED OEM PARTS

Heil Certified OEM parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the bodies. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last - minimizing costly downtime. For more information on parts, contact your Heil dealer. Visit: www.heil.com/dealers to find the dealer nearest you.



RELY ON EXPERIENCED LOCAL SUPPORT

When you buy from Heil, you gain the aftermarket support of the industry's strongest network of dealers in North America. We stand behind our dealers, so you get the product support you need for the life of your products. Our dealers are also trained to help you find the best product for your particular route needs. To find the Heil dealer nearest you, visit: www.heil.com/dealers.



All Heil products are Connected Collections® ready. This is part of our vision, focused on helping fleet owners make better decisions, faster. For more information on ESG's Connected Collections, contact your local Heil dealer or visit us online at www.heil.com/connected-collections

www.heil.com



COUNT ON THE LOWEST TCC

Helping you save money is our passion, and we apply tremendous resources to advance our product and service offerings to improve the profitability of your business and provide the lowest Total Cost of Collection and the maximum return on your investment. You can be confident that choosing Heil equipment brings a long-term partnership with the industry leader.



CONFIGURATION ASSISTANCE

Chassis layout drawings are available through your local Heil dealer. To find your dealer, visit www.heil.com/dealers.



Nextel Intelligence
Connected-Tech Training

INDUSTRY-LEADING TRAINING

Heil has completely revamped their training programs with the addition of both the Heil Service Shack® and our four-tiered Nextel Intelligence® Connected-Tech Training Program. Now, customers can visit the Heil Service Shack on the Heil website to learn the latest techniques and view helpful service and training videos any time, as well as sign up for Connected-Tech courses to better train technicians on Heil Refuse Products. Ensure your shops are servicing your Heil products correctly; check out the Heil training offerings at www.heil.com/nextelintelligence.

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:

Unpriced Proposals will be accepted until **10:00 a.m. On Tuesday, September 12, 2024**, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. A bid response form is provided. The bid response form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from PH Bidding Group at 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. For any questions relating to the electronic process, please call PH Bidding at (662) 407-0195.

Qualified bidders will be invited to participate in a reverse auction, which will take place on **September 19, 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 20th of August 2024.

CITY OF HATTIESBURG, MISSISSIPPI

Publish twice (2)
8/22/24 & 8/29/24

BY: Kermas Eaton/s/
CITY CLERK



REQUEST FOR UNPRICED PROPOSALS

To provide a

Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck

**A Reverse Auction Event
For**

CITY OF HATTIESBURG, MS

Hosted By:



Publication Dates: August 22, 2024, and August 29, 2024

Unpriced Responses Due: September 12, 2024, at 10:00 AM

Reverse Auction: September 19, 2024, at 10:00 AM

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Publish twice (2)
8/22/24 & 8/29/24

BY: Kermas Eaton/s/
CITY CLERK

INSTRUCTIONS TO BIDDERS

CITY OF HATTIESBURG Chassis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck

BID SCOPE

The City of Hattiesburg seeks a qualified vendor to provide a 24-yard Automated Side Loading Refuse Collection Truck per the specifications provided.

Unpriced responses will be accepted through **September 12, 2024, before 10:00 AM**. Responses will be reviewed, and vendors meeting the minimum specifications will be invited to submit pricing through an online **Reverse Auction on September 19, 2024, at 10:00 am**.

Pricing will only be accepted through reverse auction from vendors that have been pre-qualified through the unpriced proposal process.

General Bidder Requirements/Information

1. The City of Hattiesburg reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. All bids will be evaluated against the specifications set forth in this bid package.
3. Manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equivalent" items may be bid. The acceptance of "equivalent" items lies with the Purchasing Department and/or the representatives for The City of Hattiesburg, whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Hattiesburg, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Hattiesburg will reject any and all bids that include an escalation charge or clause.

QUESTIONS

Failure to examine any specifications and instructions will be at bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing via email, and addressed to the following:

General questions regarding this request should be directed to:

Kermas Eaton
City Clerk of The City of Hattiesburg
601-545-4522 or taxdept@hattiesburgms.com

For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact:

Cory Dewett
PH Bidding Group
662-407-0195 or cory@phbidding.com

No oral explanations by any member of the City of Hattiesburg staff will be binding. Receipt of addenda must be acknowledged in writing on the response form. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

OTHER

THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.

- **Phase One** is the solicitation and receipt of unpriced technical proposals for consideration. Deadline for receipt of unpriced responses and technical proposals is **September 12, 2024, at 10:00 AM CST**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids through an online reverse auction bid process for the items requested, based upon their approved technical proposal. If your unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. The reverse auction will begin on **September 19, 2024, at 10:00 AM CST**. PH Bidding Group can be contacted at 662-407-0195 or via email at cory@phbidding.com

UN-PRICED PROPOSAL SUBMISSION

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this product. Proposals shall contain all documentation as listed in the instructions to bidders.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. The City of Hattiesburg is a Tax-Exempt Government Entity.

To be considered, unpriced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered. Un-priced Responses shall be submitted at <https://www.hattiesburgsbids.com>

The documents listed below must be included in your proposal. The required method for submitting unpriced responses is via electronic submission at <https://www.hattiesburgsbids.com>.

The un-priced response package should include:

- 1) Specification Response form ensuring that the vendor can meet or exceed requested products
- 2) Standard Warranty information and statement
- 3) Delivery Lead Time
- 4) Brochures or Company information that bidders would like to be considered
- 5) PH Bidding Supplier Agreement

Instructions for Submitting Un-priced Proposals:

Log-in at <https://www.hattiesburgsbids.com> and perform the following steps:

- 1.) Scan in all required documentation as a pdf file.
- 2.) On the left side of the webpage, click on "Public bids".
- 3.) Click on the appropriate bid that you will be participating in.

- 4.) Click on the "Submit Bid" tab.
 - a.) Fill in your profile information (or check for accuracy if auto-populated).
 - b.) Under the "PDF Attachments section" Drag and drop your pdf file into the box as outlined or click on the "click here" link inside the submission box to find your file.
 - c.) Under the "Review and Verify" section, click the box agreeing to the terms and conditions.
 - d.) Click "Submit" when you are ready to submit your file.
 - e.) You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact cory@phbidding.com or call 662-407-0195.
- 5.) The bid submission can be redacted at any time before the bid opening time.
- 6.) One submitted and the solicitation period has ended, the City of Hattiesburg will review all solicitations, and all approved bidders will be able to take part in the reverse auction process. *Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you regarding this site and the reverse auction process.*

If you encounter problems or have questions regarding the submission of unpriced responses, please contact PH Bidding Group at 662-407-0195 or cory@phbidding.com.

PROPOSAL OPENING

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Un-priced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. The City of Hattiesburg may conduct written or oral discussions with potential bidders. The City of Hattiesburg reserves the right to determine responsive offers or proposals, waive minor informalities in the process, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to The City of Hattiesburg.

REVERSE AUCTION

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **September 19, 2024, at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

The Online Reverse Auction is an auction event in which bidders submit pricing in a decreasing manner. In PH Bidding Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit.

Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. Registration is not required before your unpriced proposal submission. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.

The reverse auction will be set for an initial 30-minute time slot. Bidders can begin entering their bid price and delivery time once the bid has started. Vendors will not be able to see other vendors' pricing. Each vendor will be able to see their bid ranking once their bid is entered. If you are the lowest bidder when your bid is entered, you will see a (1) beside your bid. If you have the second lowest bid, you will see a (2) beside your bid, (3) for third, etc. If you enter your bid and are ranked 1st, you will need to continue watching to ensure that no bids have been entered that are lower than your bid amount. If a bid is entered that is lower than your bid, you will have an opportunity to enter a lower bid amount.

There is an anti-sniping feature as part of this bid. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.

There is no benefit to waiting until the last minute to enter your bid during the reverse auction. You will not be able to see other bids during the auction, only your bid ranking. If you are in first place in bidding and your bid changes to (2), (3), etc., that means that someone has entered a bid that is lower than your bid. At that time, you can change your bid price if you would like.

****PH Bidding Group makes no recommendations on choosing the awarded vendor.**

SPECIFICATION CLARIFICATION

It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. In no way are these specifications intended to exclude vendors that can meet or exceed the intended purposes. Unless specifically stated; brand names, model and part numbers used in this request are used for the sole purpose of setting a desired standard and are not intended to limit or restrict any vendor from offering an equivalent component that the vendor feels best meets the needs of the buyer. It is the responsibility of the prospective bidder to review the entire Bid packet and to notify the buyer if the Specifications are formulated in a manner which would unnecessarily restrict competition. The buyer will decide based on the LOWEST and BEST products offered by the bidding participants.

AWARD CRITERIA

As soon as practical, after opening the Responses, the committee will evaluate each proposal and choose which vendors are approved to participate in the reverse auction (pricing) portion of this bid. After the reverse auction, the committee will determine the lowest and best bid based on equipment offered and pricing, and what is determined to be most advantageous to, or in the best interest of The City of Hattiesburg.

CLARIFICATION OF PROPOSALS

- Qualified proposals will be evaluated, and acceptance made based on the best value offered to The City of Hattiesburg.
- Proposals will be evaluated according to completeness, content, and total cost.
- The City of Hattiesburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/service proposed, and the offeror shall furnish to The City of Hattiesburg all such information and data for this purpose as may be requested.
- The City of Hattiesburg reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fail to satisfy The City of Hattiesburg that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- This proposal does not commit The City of Hattiesburg to award a contract or pay costs incurred in the preparation of this proposal.
- At their option, the evaluators may request oral presentations or discussions with any or all offerors for clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
- The City of Hattiesburg reserves the right to accept any offer or to reject all offers with or without cause.

SPECIFICATION RESPONSE FORM

The undersigned proposes to provide 24 Yard Automated Side Loading Refuse Collection Truck, which meet the specifications provided. The undersigned certifies that the minimum specifications, terms, and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

THESE SPECIFICATIONS ARE WRITTEN TO ESTABLISH A STANDARD AND ARE NOT INTENDED TO BE EXCLUSIONARY. THE CITY OF HATTIESBURG AT THEIR SOLE DISCRETION CAN ACCEPT ALTERNATE SPECIFICATIONS IF THEY MEET THE INTENDED PURPOSE OF THIS EQUIPMENT.

Please review each item and indicate whether your offered product complies with the Specifications as listed. If it does not comply with the listed specification, please explain the variance in the blank provided or on an additional sheet.

✓ Please list appropriate information where requested.

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
1	GENERAL			
1.1	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.			
1.2	All equipment shall be new model design, assembled and ready for operation at the time of delivery.			
1.3	New & Unused 2025			
1.4	The capacity shall be 24 cubic yards, exclusive of the hopper			
2	ENGINE & EQUIPMENT	YES	NO	Variance
2.1	Conventional Air Ride Cab			
2.2	360 HP Engine or greater with turbo exhaust brake			
2.3	1150 lb/ft Torque or greater			
2.4	9 Liter Engine liter displacement or greater			
2.5	LH Drive			
2.6	18.7 air compressors or greater			
2.7	Dry-type firewall-mounted air cleaner with filter restriction indicator			
2.8	Engine block heater (120 volt minimum)			
2.9	160 AMP Alternator brushless w/battery voltage sense			
2.10	Three (3) batteries – 2100-2190 CCA dual purpose			
2.11	12-Volt light system with circuit protection			
2.12	12-Volt Starter			
2.13	2 Battery disconnect switch			
2.14	Jump Start Terminals mounted under hood			
3	TRANSMISSION & EQUIPMENT			
3.1	Allison 3000RDS series 6-speed automatic transmission			
3.2	Oil level sensor			
3.3	Transmission PTO Rear Support Spring(s)			
3.4	2 Standard duty drivelines, 1 center bearing			
3.5	Torque converter			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
4	FRONT AXLE & EQUIPMENT	YES	NO	Variance
4.1	20k or greater front axle, Dana Spicer E-10021L or equal			
4.2	20k brake package or greater			
4.3	16.5 x 6" Turn Lite brakes			
4.4	Aluminum 10-bolt hub pilot LMS hubs with hub caps			
4.5	Front hubcap vented			
4.6	Front slack adjusters			
4.7	20k. or greater Taperleaf front springs			
4.8	Front shock absorbers			
4.9	Dual gear power steering			
5	REAR AXLE & EQUIPMENT	YES	NO	Variance
5.1	30,000 lb. Rear axle, or greater			
5.2	Rear axle ratio range: 5.57 – 6.17			
5.3	16.5 x 7" Cast drum brakes			
5.4	Iron 10-bolt hub pilot hubs			
5.5	Rear slack adjusters & Diff Locks			
5.6	3030 Longstroke Dual			
5.7	Bendix 4S/4M Anti-lock brake system			
5.8	30k. Rear suspension or greater			
6	TIRES & WHEELS	YES	NO	Variance
6.1	Front tires: 315/80R22.5 20PR			
6.2	Rear tires: 11R22.5 16PR			
6.3	Front wheels: Alum Wheels			
6.4	Rear wheels: Alum wheels			
7	FRAME & EQUIPMENT	YES	NO	Variance
7.1	10 3/4" x 3/8" Steel frame			
7.2	2,132,000RBM or greater			
7.3	Full steel frame insert			
7.4	Section modulus: 17.80 in ³			
7.5	Aerodynamic Chrome Bumper			
7.6	Two removable front tow hooks			
8	FUEL TANK(S) & EQUIPMENT	YES	NO	Variance
8.1	80 Gallon minimum or greater aluminum fuel tank			
8.2	Minimum of 15 Gallon DEF tank;			
9	CAB & EQUIPMENT			
9.1	Aluminum Cab preferred for weight savings and cost savings on rust preventive procedures			
9.2	Adjustable telescoping tilt steering column w/smart wheel			
9.3	Transmission oil temperature gauge			
9.4	Door mounted mirrors will not be accepted for safety purposes- Mirrors shall not move when the door opens and closes			
9.5	Engine coolant temperature gauge			
9.6	Engine oil pressure gauge			
9.7	Voltmeter			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
9.8	Engine hour meter			
9.9	Primary and secondary air restriction gauges			
9.10	DEF fluid level gauge			
9.11	Air driver HB seat w/dual armrests			
9.12	Air Passenger HB seat			
9.13	AM/FM/WB/USB/BT Radio Must have Bluetooth			
9.14	Cab access grab handles, LH & RH			
9.15	Air horn; Dual LH/RH Roof Mounted			
9.16	Electric LH/RH door window			
9.17	Dual halogen headlights			
9.18	Exterior Stainless steel sun visor			
9.19	Polyswitches replacing all but 5-amp fuses			
9.20	Bendix AD-HF air dryer			
9.21	Moisture drain valve with pull cable drain			
10	PAINT	YES	NO	Variance
10.1	All Components shall be properly cleaned prior to painting			
10.2	All Burrs and Rough Spots are to be removed			
10.3	Two (2) Coats of rust-inhibiting primer are to be applied prior to the finish coat			
10.4	Final coat to be high gloss			
11	BODY CAPACITY	YES	NO	Variance
11.1	The packer body shall have a capacity, excluding the receiving hopper, of not less than: 24 yd ³			
11.2	The hopper shall have a minimum capacity of 3.3 cubic yards.			
11.3	The structural integrity of the body shall allow high density loading of up to 700 pounds per cubic yard of normal refuse.			
12	BODY DIMENSIONS	YES	NO	Variance
12.1	The maximum outside body width shall not exceed 96".			
12.2	The maximum outside body height above chassis not to exceed 108"			
12.3	The maximum overall length of the body, tailgate and loader shall not exceed 248"			
12.4	The maximum bottom hopper width shall be 72".			
12.5	The maximum hopper length shall be 47".			
13	BODY CONSTRUCTION			
13.1	The body interior shall have a smooth flat floor without a trough. The sides and roof shall be smooth radius cornered construction. All materials shall be steel unless otherwise specified.			
13.2	No hydraulic cylinders, valve or other hydraulic components shall come in contact with refuse packed into the body.			
13.3	Body roof shall be minimum 12 ga., hi-tensile sheet fully welded to a full width 5.6" x 1.6" x 7 ga. high tensile formed structural channel roof cross members to contain and dissipate forces equally through the roof structure.			
13.4	Body sides shall be minimum 10 ga., high tensile sheet, fully welded to the sidewall vertical bolsters.			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
14	HOPPER CONSTRUCTION	YES	NO	Variance
14.1	Hopper shall be of flat floor and vertical sidewalls. The front of the hopper shall be a radius and free of any corners allowing operation of the lifting device from conventional left hand or right-hand drive chassis. Hopper shall be designed to properly handle thirty (30) gallon through three hundred (300) gallon automated side loader containers.			
14.2	Hopper longitudinals (long members) shall be an extension of the body 10" at 20#/ft. structural channels.			
14.3	Hopper floor shall be minimum .5", ASTM-A36 steel specification.			
14.4	Hopper side shell shall be a minimum .5" typical yield steel.			
14.5	The curb side hopper wall shall be equipped with a replaceable rubber flap. The flap shall be constructed of 3 ply cord reinforced, neoprene rubber.			
15	PACKING MECHANISM			
15.1	A hydraulically actuated packing platen shall be suspended between two (2) heavy duty, self aligning hardened steel bushings. The packing platen shall complete a pack sweep cycle, displacing a volume of at least three (3) cubic yards, in a maximum of 14-16 seconds with an empty body, and shall be capable of operating continuously so that refuse containers can be dumped with the platen in any position.			
15.2	The packing platen shall be fabricated from a minimum .5" reinforced steel plate. The swinging platen shall utilize both sides of the assembly to distribute the waste equally to both the left and right sides of the body.			
15.3	The packing platen and support bushings shall be capable of being greased without entering the hopper. A six (6) fitting grease manifold shall be located under the body so that it is accessible from the ground with the empty body resting on the body props. Two (2) additional grease fittings, accessible from ground level, shall be located at the side of the hopper to grease the upper and lower platen bushings.			
15.4	The packing platen shall be activated by two (2) hydraulic cylinders mounted under the body and connected to the packing platen using 1.25" thick steel bars. The cylinders shall be 5" diameter bore x 1.5" rod x 43" stroke.			
16	BUSTLE TAILGATE	YES	NO	Variance
16.1	The tailgate must be one piece, top hinged and shall open approximately 90°.			
16.2	Tailgate shall be constructed of a minimum 11 ga., high tensile sheet on rear and side walls.			
16.3	The tailgate shall be reinforced by a minimum 1.75" x 6" x 7 ga., 45,000 PSI typical yield formed perimeter channel.			
16.4	The tailgate will be secured to the body by two (2) sets of hinges at the roof line.			
16.5	A heavy duty rear door removable positive one piece seal of vinyl tube gasket material will be installed the full length of			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
	the bottom and 14" up the sides of the tailgate to prevent leakage.			
16.6	The tailgate shall be raised and lowered, locked and unlocked by hydraulically actuating two (2) double acting cylinders with a minimum 3" bore x 18.5" stroke x 1.12" diameter chrome plated rod. The cylinder must retract to unlock and raise the tailgate. Cylinder design shall include an orifice fitting to prevent the rapid descent of the tailgate in the event of a hydraulic failure.			
16.7	Tailgate props shall be provided to be manually lowered and secured in the raised position by a positive locking device.			
17	LIFTING MECHANISM	YES	NO	Variance
17.1	The lift base shall support the lift arm, the dump arm, the level pivot, the level link, the pivot link, and the reach link. The lift base shall rest atop the chassis frame rails for superior vertical distribution of loads induced into the chassis frame rails. Lift mechanisms mounted alongside the chassis frame will not be accepted. The lift base shall consist of a 0.75" x 16" x 61", 50,000 PSI typical yield, surface plate for chassis frame mounting and shall be reinforced by four (4) vertical ribs for rigidity and arm pivot placement			
17.2	The lift arm shall consist of a 4.5" x 9.5" fabricated structure with a 4" x 3" structural tube to serve as support for the dump arm.			
17.3	The dump arm shall consist of a 4" x 3" structural tube that will support the tri-cuff style grabbers capable of lifting 30-110 gallon containers.			
17.4	The level pivot shall be a fabricated channel with a 4.7" web x 8.2" flanges x .25", 50,000 PSI typical yield steel.			
17.5	The level link shall be a 1.5" x 3" x 0.188" structural tube machined at each end for steel spherical bearings and two (2) 1.5" x 4" pins.			
17.6	The pivot link shall be a 3" x 3" x 0.375" structural tube machined for a Connex steel bushing of AISI 615C on the top end, and a 2" spherical bearing on the bottom end. The Connex bearing shall be sealed by (2) Garlock 9220, "U-cup" 90 durometer urethane seals. Both ends shall be supported by two (2) 2" x 3.5" pins.			
17.7	The reach link shall consist of two (2) parallel 3" x 5" x .375" structural tubes linked midspan and properly lined bored each end for four (4) bushings, sealed by two "U-cup" urethane seals, and supported by one (1) 3" x 14.5" upper pin and one (1) 3" x 13.4" lower pin.			
17.8	The lifting mechanism shall be capable of lifting containers ranging from 30-110 gallons at level container placement, and shall be capable of extending, grabbing, raising, dumping, and returning a container from any position without the need to "retract" the lift arm and shall perform the lift cycle functions in approximately eight (8) seconds at engine idle.			
17.9	The lift shall be powered by three (3) hydraulic cylinders with cushions at each end of the stroke			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
17.10	The raise and reach cylinders shall have hardened and chrome plated rods. Control valves shall be direct acting, feather-able, air actuated.			
17.11	The lift mechanism shall traverse the container from the point of engagement to the elevated and rotated position of discharge through a compound elliptical curve devoid of abrupt directional changes and high gravity forces to preserve container structural integrity and greatly reduce container maintenance.			
18	BODY HOIST	YES	NO	Variance
18.1	The body shall be raised by two (2) 4.5" bore x 56" stroke, chrome-plated single-acting two-stage telescopic cylinders. The body shall achieve a dump angle of approximately 30° and be lowered by gravity.			
18.2	Cylinder design shall include an orifice fitting in the base port which will prevent the rapid descent of the body in the event of a hydraulic failure.			
18.3	The hoist cylinders shall be mounted outboard of the chassis frame and trunnioned with a 2.5" solid through shaft.			
18.4	Two (2) 3" structural channel body props shall be provided to hold the empty body in a partially raised position for servicing the unit			
19	HYDRAULICS			
19.1	The maximum operating pressure of the system shall be 2400 PSI.			
19.2	The hydraulic pump shall be an Operate-in-gear-at-idle (OIGAI) Remote Mount Tandem Vane Pump with Transmission Driven, Constant Duty PTO. The combined flow shall be 33 GPM @ 800 RPM. The lift pump section shall flow 16.5 GPM @ 800 RPM. The packer panel pump section shall flow 16.5 GPM @ 800 RPM. The packer panel pump shall flow up to a maximum 37 GPM @ 1800 RPM.			
19.3	The lift hydraulics shall operate at a working pressure of 2200 PSI.			
19.4	All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise.			
19.5	All hydraulic hoses shall conform to S.A.E. standards for designed pressure.			
19.6	The hydraulic oil reservoir shall have a gross capacity of 50 gallons.			
19.7	The tank shall be complete with a screened fill pipe and cap, filter breather, clean out cover, oil level sight and temperature gauge, and suction line shut-off valve.			
19.8	The hydraulic system shall be protected by a three (3) micron, in tank, return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line.			
19.9	The return line filter shall also include an in-cab filter by-pass monitor, which shall alert the operator or service personnel when the filter is in need of replacement.			
19.10	The hydraulic system shall operate at an acceptable temperature without the need for external hydraulic oil cooling devices.			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
20	LUBRICATION	YES	NO	Variance
20.1	All body hinges, cylinder rod ends, cylinder base trunnions and high cycle pivot shall be supplied with grease fittings.			
21	CONTROLS	YES	NO	Variance
21.1	The lift controls shall be air over hydraulic and shall operate a four (4) section stack valve for the lift functions.			
21.2	The lift controls shall be joystick style self-centering type, returning to the neutral position when released.			
21.3	The body controls shall be electrical over hydraulic and located in the cab convenient to the operator. All valve components are to be easily serviceable without changing entire valve body.			
21.4	The packing platen shall be electrically controlled from within the cab. A rocker switch shall automatically start the packing cycle. The packer shall also be capable of manual control operating in either direction. An electric limit switch and/or pressure switch shall be used to automatically reverse the packer.			
22	ELECTRICAL	YES	NO	Variance
22.1	A mobile controller with a control center and display shall be provided in the cab to monitor system functions and operation of the truck. This controller shall be able to withstand the vibration, moisture, dirt ingress, and climate variations that are present in the cab of the vehicle. The controller shall use solid-state technology with no mechanical relays or switches inside the controller. This controller shall use IEC 61131-3 software and will have SAE J1939 built into the controller for communication to the vehicle powertrain. The mobile controller shall be installed inside the truck cab and shall display self-diagnosing error codes in readable text format which identify the potential trouble source. Both audio and text alerts must be made available to aid in locating trouble source.			
22.2	The body functions in-cab control center shall be provided for system functions. All body controls shall be electrical and in easy reach of the operator.			
22.3	All electrical wiring connectors to be automotive double-seal with wiring in split convoluted loom. All wiring connections to be soldered with rubber molded covering or crimp type connectors with shrink wrap. Unprotected wiring in any application is unacceptable.			
23	LIGHTING	YES	NO	Variance
23.1	Clearance, back up, and directional lights shall be Lexan lens, shock mounted in a protective housing. The entire unit shall be replaceable pop out style.			
23.2	All lights shall be LED and provided in accordance with FMVSS #108, ANSI Z245.1-1999 plus mid body turn signals on each side of the body and a center brake light on the rear.			
23.3	Work lights installed to illuminate hopper and lift arm areas			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
23.4	Multi-function "smart" lights on upper and lower corners of tailgate functioning as strobes and blinkers			
23.5	Amber strobe – mounted mid tailgate – in-cab switch, pump on and reverse activated			
23.6	Reverse activated body side back assist lights			
23.7	Dual flashing 7" amber LED lights mounted on top of tailgate			
24	REAR UNDERRIDE AND THE GUARD	YES	NO	Variance
24.1	The body shall be equipped with a rear underride guard as standard equipment, to meet Federal Motor Carrier Safety Regulation 49CFR393.86, TTMA RP No. 41-02, and SAE J682 OCT. 84.			
25	PAINTING	YES	NO	Variance
25.1	The entire body shall be properly cleaned of all dirt, grease, and weld slag. Cleaning shall be in keeping with accepted industry practices.			
25.2	A liberal coat of gray primer-sealer.			
25.3	Top coat finish shall be DuPont high performance 2 component polyurethane enamel.			
25.4	Color: White			
26	CAMERA SYSTEM			
26.1	3 rd Eye Digital camera system with rear, LH cab, RH cab, hopper, driver & forward views. The camera system shall have the following capabilities:			
26.2	Event recording – Records all installed cameras and audio as desired. Real time upload as events occur (Shock/Vibration, hard brake or turn, Manual Trigger, Speeding).			
26.3	Live tracking of truck via GPS system			
26.4	J1939 Information Gathering (Speed, telemetry, etc)			
26.5	Web based driver coaching			
26.6	Predictive maintenance platform using Telematics-based data.			
26.7	Autonomous verification of services – protection against false claims			
26.8	Real time data exchange (e.g. route adjustments) between vehicle and office			
26.9	<i>The City of Hattiesburg shall be responsible for procurement and activation of digital monitoring service required through 3rd Eye post-delivery.</i>			
27	ADDITIONAL FEATURES	YES	NO	Variance
27.1	Automated lube system on grabber arm			
27.2	Manual hopper cover			
27.3	3" Hopper drain			
27.4	Auxiliary lift controls under right hand seat			
27.5	Mud flaps mounted ahead of rear tires			
27.6	Broom and shovel rack			
27.7	Please Include Preventative Maintenance Report That Will Be Used Quarterly For All Three Years			

Section #	Specifications It is the intent of these specifications to describe the minimum requirements for an automated Side Loading refuse compactor body	Acknowledge		Variance (If Specification not met)
		YES	NO	
	DELIVERY: Must be available for delivery within 30 days of Purchase Order. <i>(If no vehicles are available for immediate delivery, longer lead times may be considered)</i>			

End of Specifications

TRUCK INFORMATION

CHASSIS MANUFACTURER _____

BODY MANUFACTURER _____

DELIVERY: _____ # of days from receipt of PO)

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___

VENDOR INFORMATION

Company Name _____

Address _____

City _____ State _____ Zip _____

Company Representative _____

Title _____

Phone _____

Email _____

Date _____

Scan the completed specification response form along with warranty information, brochures to be considered, and PH Bidding Group's Vendor agreement and submit it online at <https://www.hattiesburgsbids.com>.

***If your response is approved, you will receive detailed instructions regarding the reverse auction process. Do not provide pricing as part of your specification response. Pricing will only be accepted from approved vendors through the reverse auction process.**

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at 662-407-0195 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.



Supplier Agreement

INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

This Agreement contains provisions for an administrative fee, discussed in Section 16.

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

PH Bidding Group Contact information is:

PH Bidding Group
605 West Main Street
Tupelo, MS 38804
662.407.0195
cory@phbidding.com

TERMS OF USE

Reverse Auction and Strategic Procurement Software – One-Time Use Agreement for Suppliers Only

If you have difficulty in completing this document, email us at cory@phbidding.com or call us direct at 662.407.0195.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

Definitions:

“PH Bidding Group” shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods or information.

“You”, “Supplier” or “Suppliers” shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

Initials _____

“Buyer” shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

“Reverse Auction Event Platform” shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/> , which is used by various Buyers to procure services, goods or information.

All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients’ creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients’ failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

This agreement shall be good for a one-time use of PH Bidding Group’s reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier’s schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

It shall be the supplier’s responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

Initials _____

Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

Supplier agrees that he has no right to transfer this one-time use license.

Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group's reverse auction software.

Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.

Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group's Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

Initials _____

Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:

4% of the total contract price, including all service agreements, extended warranties and equipment.

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Initials _____

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: _____

Authorized Representative (Printed Name): _____

Title of Authorized Representative: _____

BILLING INFORMATION:

Email Address: _____

Physical Address: _____

Mailing Address (if different): _____

Office Phone: _____

Mobile Phone: _____

Signature: _____

Date: _____

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to cory@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0195.

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0195 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, August 20, 2024
Re: Approve the City's purchase of (3) Three grave spaces located in Section 25, Lot 105, North Half (N 1/2) of the Southeast Quarter (SE 1/4), and Northeast Quarter (NE 1/4) at Highland Cemetery, Minute Book# 2002, Page 5/469-480, in the amount of \$525.00 from Coni A. Ferguson, Authorize manual check for the same.
File Number: 2024-371
Minute Book #

Summary

Approve the City's purchase of (3) Three grave spaces located in Section 25, Lot 105, North Half (N 1/2) of the Southeast Quarter (SE 1/4), and Northeast Quarter (NE 1/4) at Highland Cemetery, Minute Book# 2002, Page 5/469-480, in the amount of \$525.00 from Coni A. Ferguson, Authorize manual check for the same.

Recommendation Statement

I am recommending approval of the City's purchase of (3) three grave spaces from Coni A. Ferguson.
Please place this on the August 20, 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

Date: 07/31/2024

To whom it may concern:

I, Coni A. Ferguson am requesting to sell back 3 grave space (s)

Located at Highland Cemetery, In Section 25 lot 105 N 1/2 of the SE 1/4, to the NE 1/4

City of Hattiesburg, which was purchased on July 22 2002 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 525.⁰⁰

MB# 2002 Page 5/469-480

Sincerely,

Coni A. Ferguson

Mail to:

Coni A. Ferguson
930 Carey Church Rd
Lumberton, MS. 39455
Phone#

601-794-7248

*Approved By:
Deborah Denard
07/31/2024*

P

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

7-22 2002

SOLD TO:

Mr. Mrs. Miss

CONI A. Ferguson

ADDRESS

111 Sullivan Kibard Rd Hburg MS 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/4 SE Lot No. 105 Section No. 25 in Highland Cemetery.

NE Number of grave spaces 3 Price per grave space \$ 175.00

Amount Received \$ 525.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Larry Hand

Supt. of City Cemeteries

Check 1321

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 FIVE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$525.00), 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 Coni A. Ferguson, 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 (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

and the

Northeast Quarter (NE $\frac{1}{4}$)

Lot Number : 105

Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing three (3) 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.

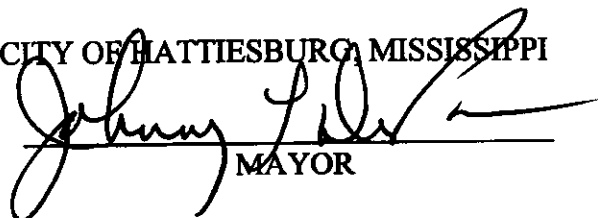
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of August, 2002.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 6th day of August, 2002.

My Commission Expires:

My Commission Expires Sept. 24, 2003


NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, August 20, 2024
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2024-370
Minute Book #

Summary

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the August 20, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Michael T. Conner, Sr

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 27, Section 36, Highland Cemetery

Damiande Jesus Garcia

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 65, Section 39, Highland Cemetery

Diane Robinson

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 90, Section 39, Highland Cemetery

Mattie Jackson

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 90, Section 39, Highland Cemetery

Donald Palermo

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 67, Section 39, Highland Cemetery

Jacqueline C. McBride

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 69, Section 23, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/01/2024

SOLD TO:

Mr. Mrs. Miss Michael T Conner, SR.

ADDRESS 21428 Kings Guild Lane, Kingwood, TX 77339

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 27 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/05/2024

SOLD TO:

Mr. Mrs. Miss Damiande Jesus Garcia

ADDRESS 902 Hardy St, Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 65 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-07-2024

SOLD TO:

Mr. Mrs. Miss Jacqueline C. McBride

ADDRESS 422 Mobile St Hattiesburg ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 69 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Averca
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/05/ 2024

SOLD TO:

Mr. Mrs. Miss Diane Robinson

ADDRESS 111 E. Lakewood Dr, Hattiesburg, ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/4 NW Lot No. 90 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 9158

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnae
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08/05/ 2024

SOLD TO:

Mr. Mrs. Miss Mattie Jackson

ADDRESS 111 E. Lakewood Dr, Hattiesburg, ms 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/4 NW Lot No. 90 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 9158

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnae
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 08-05- 2024

SOLD TO:

Mr. Mrs. Miss Donald Palermo

ADDRESS 416 Dornach Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NW Lot No. 67 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Auera
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Donald Palermo, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 67 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 20th day August, 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 20th day of August, 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 Michael T. Conner, Sr. 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 Number 27 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 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 20th day of August, 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 Mattie Jackson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)
Lot Number 90 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 20th day of August, 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 20th day of August, 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 Jacqueline C. McBride, 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 Number 69 Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of August, 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 20th day of August, 2024.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, August 20, 2024
Re: Approve claims docket for the period ending August 16, 2024.
File Number: 2024-411
Minute Book #

Summary

Claims docket for the period ending 8/16/2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the August 20, 2024 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001000					BALANCE SHEET					
001000 0520LB						D/F LIBRARY				
002158 AT&T					M818327001 7/24	0	2024 11	INV P	243.90 081624	304176 LONG DISTANCE SERVI
ACCOUNT TOTAL								243.90		
001000 060100					GAS/LUBRICANT-CITY BARN					
003497 MAPLES GAS COMPANY					285721	2404288	2024 10	INV P	7,790.84 081624	304295 DIESEL BID AWARD FO
003497 MAPLES GAS COMPANY					286317	2404417	2024 11	INV P	6,774.49 081624	304295 DIESEL BID AWARD FO
								14,565.33		
049752 PIGOTT OIL COMPANY					SI-5409	2404418	2024 11	INV P	15,796.65 081624	304348 GAS & DIESEL/FUEL S
050513 GPM EMPIRE-BULK FUEL					IN-0344915	2404289	2024 11	INV P	19,015.60 081624	304248 GAS FOR FUEL STATIO
ACCOUNT TOTAL								49,377.58		
ORG 001000 TOTAL								49,621.48		
001001					REVENUES					
001001 332000						POLICE FINES				
004271 SOUTHERN FINANCIAL S					CMCHAT 6/2-7/3/24	0	2024 11	INV P	20.60 081624	304398 POLICE FINES COLLEC
004271 SOUTHERN FINANCIAL S					CMCHAT2 5/16-7/2/24	0	2024 11	INV P	345.30 081624	304400 POLICE FINES COLLEC
004271 SOUTHERN FINANCIAL S					CMCHAT3 6/2-7/2/24	0	2024 11	INV P	2,575.05 081624	304399 POLICE FINES COLLEC
								2,940.95		
ACCOUNT TOTAL								2,940.95		
001001 341201						TRAIN DEPOT FACILITY				
050930 KEAN, DAVID					85635 REFUND	0	2024 11	INV P	300.00 081624	304278 REFUND CANCELLED RE
ACCOUNT TOTAL								300.00		
ORG 001001 TOTAL								3,240.95		
001003					CITY COUNCIL					
001003 501000						OTHER EXPENDABLE OFF.SPL				
004017 REGIONS CARDHOLDER S					2080-07/31/24	0	2024 11	INV P	447.74 081624	304369 2080-07/31/24 REGIO
ACCOUNT TOTAL								447.74		
001003 511500						FOOD				
002709 EATON, ALVIN K (PETT PC 5/2024						0	2024 10	INV P	22.30 081624	304222 PETTY CASH 5/2024
ACCOUNT TOTAL								22.30		
001003 601000						AUDITING AND ACCOUNTING				
004442 TMH					236645	0	2024 11	INV P	31,825.00 081624	304421 FINAL BILLING FOR F
ACCOUNT TOTAL								31,825.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001003	606000								TELEPHONE AND TELEGRAPH
002160	AT&T MOBILITY	287289913717X080524	0	2024	11	INV P	40.23 081624	304178	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X080524	0	2024	11	INV P	201.15 081624	304178	MB2016-287/WIRELESS
							241.38		
							ACCOUNT TOTAL		241.38
				ORG 001003		TOTAL			32,536.42
001015									CITY COURT
001015	501000								OTHER EXPENDABLE OFF.SPL
003810	OFFICE PRODUCTS PLUS	1064900-0		2404379	2024	11 INV P	7.35 081624	304337	COURT OFFICE SUPPLI
							ACCOUNT TOTAL		7.35
001015	510000								CLEANING/JANITORIAL SPLY
003810	OFFICE PRODUCTS PLUS	1064901-0		2404381	2024	11 INV P	297.02 081624	304337	COURT JANITORIAL SU
							ACCOUNT TOTAL		297.02
001015	604800								OTHER PROF.-SAMSA GRANT
002564	COURT PROGRAMS INC	6428759	0	2024	11	INV P	1,010.00 081624	304213	GR#1H79TI081923-01C
							ACCOUNT TOTAL		1,010.00
001015	604900								OTHER PROFESSIONAL SERV.
002564	COURT PROGRAMS INC	#119	0	2024	11	INV P	6,498.00 081624	304213	COURT ANKLE MONI MB
050404	PRECIOUS TATE JASPER	0009		2400976	2024	11 INV P	1,275.00 081624	304360	CLEANING MUNICIPAL
							ACCOUNT TOTAL		7,773.00
001015	604901								OTHER PROF-TECHNOLOGY
004482	TYLER TECHNOLOGIES IN	025-469610	0	2024	11	INV P	5,000.00 081624	304430	COURT ANNUAL FEES (
							ACCOUNT TOTAL		5,000.00
001015	606000								TELEPHONE AND TELEGRAPH
002160	AT&T MOBILITY	287273578351X080824	0	2024	11	INV P	358.38 081624	304178	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X080524	0	2024	11	INV P	40.23 081624	304178	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X080524	0	2024	11	INV P	50.23 081624	304178	MB2016-287/WIRELESS
							448.84		
							ACCOUNT TOTAL		448.84
001015	611000								TRAVEL EXPENSE
002709	EATON, ALVIN K (PETT PC	5/2024	0	2024	10	INV P	8.40 081624	304222	PETTY CASH 5/2024
							ACCOUNT TOTAL		8.40

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001015	630000									
004321	SPIRE	G2024 AUGUST 05	0			2024 11	INV P	20.00 081624	304412	SPIRE-VARIOUS DEPAR
								ACCOUNT TOTAL		20.00
						ORG 001015	TOTAL			14,564.61
001020				MAYOR/ADMIN.						
001020	501000									
002709	EATON, ALVIN K (PETT PC 6/2024		0			2024 10	INV P	13.74 081624	304222	PETTY CASH 6/2024
								ACCOUNT TOTAL		13.74
001020	502000									
004017	REGIONS CARDHOLDER S 2080-07/31/24		0			2024 11	INV P	128.39 081624	304369	2080-07/31/24 REGIO
								ACCOUNT TOTAL		128.39
001020	505000									
004017	REGIONS CARDHOLDER S 4524-07/31/24		0			2024 11	INV P	187.06 081624	304369	4524-07/31/24 REGI
								ACCOUNT TOTAL		187.06
001020	511500									
002500	COCA COLA BOTTLING C 42564982087		0			2024 11	INV P	142.50 081624	304206	ADMIN WATER
								ACCOUNT TOTAL		142.50
001020	570000									
002160	AT&T MOBILITY	28730892562X080524	0			2024 11	INV P	47.20 081624	304178	MB2016-287/WIRELESS
								ACCOUNT TOTAL		47.20
001020	606000									
002160	AT&T MOBILITY	287273578351X080824	0			2024 11	INV P	56.69 081624	304178	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X080524	0			2024 11	INV P	47.17 081624	304178	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X080524	0			2024 11	INV P	116.22 081624	304178	MB2016-287/WIRELESS
								220.08		
								ACCOUNT TOTAL		220.08
001020	611000									
004017	REGIONS CARDHOLDER S 2080-07/31/24		0			2024 11	INV P	99.06 081624	304369	2080-07/31/24 REGIO
004017	REGIONS CARDHOLDER S 4524-07/31/24		0			2024 11	INV P	1,209.59 081624	304369	4524-07/31/24 REGI
								1,308.65		
								ACCOUNT TOTAL		1,308.65
001020	615000									
										ADVERTISING

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004651	WILLIAM CAREY UNIVER	WILLIAMDINNER24	0	2024 11	INV	P	250.00	081624	304445	ADVERTISEMENT FOR W
ACCOUNT TOTAL							250.00			
001020	615200			ADVERTISING-SPEC.	EVENTS					
048486	PYRO SHOWS, INC	19685	0	2024 11	INV	P	3,750.00	081624	304362	NEW YEARS EVE/NYE20
ACCOUNT TOTAL							3,750.00			
001020	641000			OFFICE EQUIPMENT RENT						
003825	OWENS BUSINESS MACHI	495612	0	2024 10	INV	P	72.34	081624	304339	MNTHLY MAINTEN/ADMI
ACCOUNT TOTAL							72.34			
ORG 001020 TOTAL							6,119.96			
001040				MUNICIPAL CLERK						
001040	501000			OTHER EXPENDABLE	OFF.SPL					
047848	PITNEY BOWES-SUPPLIE	1025793898	2404339	2024 11	INV	P	571.18	081624	304352	MAIL MACHINE SUPPLI
ACCOUNT TOTAL							571.18			
001040	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X080824	0	2024 11	INV	P	10.00	081624	304178	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X080524	0	2024 11	INV	P	40.23	081624	304178	MB2016-287/WIRELESS
							50.23			
ACCOUNT TOTAL							50.23			
001040	615000			ADVERTISING						
002709	EATON, ALVIN K (PETT PC 5/2024		0	2024 10	INV	P	84.79	081624	304222	PETTY CASH 5/2024
003141	HUB CITY SPOKES	103590	0	2024 11	INV	P	822.00	081624	304268	LEGAL NOTICES 4.11.
003141	HUB CITY SPOKES	103745	0	2024 11	INV	P	253.56	081624	304268	LEGAL NOTICES 5.23.
003141	HUB CITY SPOKES	103810	0	2024 11	INV	P	148.42	081624	304268	LEGAL NOTICES/ORDIN
003141	HUB CITY SPOKES	104040	0	2024 11	INV	P	52.32	081624	304268	LEGAL NOTICES 7.3.2
003141	HUB CITY SPOKES	104083	0	2024 11	INV	P	497.00	081624	304268	LEGAL NOTICES 7.25.
							1,773.30			
ACCOUNT TOTAL							1,858.09			
ORG 001040 TOTAL							2,479.50			
001042				ACCOUNTING DIV.						
001042	501000			OTHER EXPENDABLE	OFF.SPL					
002775	F T I GROUP	182003	2404025	2024 11	INV	P	750.00	081624	304233	LASER CHECK FORMS 9
004017	REGIONS CARDHOLDER S	2080-07/31/24	0	2024 11	INV	P	98.34	081624	304369	2080-07/31/24 REGIO
ACCOUNT TOTAL							848.34			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001042	502000				MINOR OFFICE EQUIP/FURN.					
003810	OFFICE PRODUCTS PLUS	1064793-0		2404357	2024 11	INV P		243.94 081624		304337 OFFICE CHAIR-ACCOUN
ACCOUNT TOTAL								243.94		
001042	612000				FREIGHT					
002775	F T I GROUP	182003		2404025	2024 11	INV P		128.92 081624		304233 LASER CHECK FORMS 9
ACCOUNT TOTAL								128.92		
ORG 001042 TOTAL								1,221.20		
001045					PURCHASING DIV.					
001045	636500				OFFICE EQUIPMENT R&M					
004256	SOLAR SUPPLY INC	3481333		2404272	2024 10	INV P		59.20 081624		304397 AIR CONDITION SUPPL
ACCOUNT TOTAL								59.20		
ORG 001045 TOTAL								59.20		
001080					HUMAN RESOURCES					
001080	500300				PAPER					
003810	OFFICE PRODUCTS PLUS	1039249-0		2400844	2024 11	INV P		299.34 081624		304337 HR OFFICE SUPPLIES
ACCOUNT TOTAL								299.34		
001080	501000				OTHER EXPENDABLE OFF.SPL					
003810	OFFICE PRODUCTS PLUS	1039249-0		2400844	2024 11	INV P		648.71 081624		304337 HR OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1039249-1		2400844	2024 11	INV P		120.27 081624		304337 HR OFFICE SUPPLIES
003810	OFFICE PRODUCTS PLUS	1039249-2		2400844	2024 11	INV P		31.50 081624		304337 HR OFFICE SUPPLIES
								800.48		
ACCOUNT TOTAL								800.48		
001080	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287290252011X080524	0		2024 11	INV P		705.57 081624		304178 MB2016-287/WIRELESS
ACCOUNT TOTAL								705.57		
ORG 001080 TOTAL								1,805.39		
001081					LOSS CONTROL					
001081	525000				GAS AND OIL					
049764	GPM EMPIRE-FLASHMARK	93059 5/24		0	2024 11	INV P		1,000.00 081624		304249 5/2024 STORE FUEL P
ACCOUNT TOTAL								1,000.00		
ORG 001081 TOTAL								1,000.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001090				URBAN DEVELOPMT								
001090	500300			PAPER								
004017	REGIONS	CARDHOLDER	S	6566-07/31/24		0	2024	11	INV P	99.98	081624	304369 6566-07/31/24 REGIO
				ACCOUNT TOTAL						99.98		
001090	501000			OTHER EXPENDABLE OFF.SPL								
004017	REGIONS	CARDHOLDER	S	1286-07/31/24		0	2024	11	INV P	644.54	081624	304369 1286-07/31/24 REGIO
004017	REGIONS	CARDHOLDER	S	6566-07/31/24		0	2024	11	INV P	317.03	081624	304369 6566-07/31/24 REGIO
										961.57		
				ACCOUNT TOTAL						961.57		
001090	501100			N.I.P. SUPPLIES								
004017	REGIONS	CARDHOLDER	S	1286-07/31/24		0	2024	11	INV P	3,437.97	081624	304369 1286-07/31/24 REGIO
				ACCOUNT TOTAL						3,437.97		
001090	502000			MINOR OFFICE EQUIP/FURN.								
004017	REGIONS	CARDHOLDER	S	6566-07/31/24		0	2024	11	INV P	641.86	081624	304369 6566-07/31/24 REGIO
				ACCOUNT TOTAL						641.86		
001090	505000			SUBSCRIPTIONS,MAGS,MAPS								
004017	REGIONS	CARDHOLDER	S	6566-07/31/24		0	2024	11	INV P	5.00	081624	304369 6566-07/31/24 REGIO
				ACCOUNT TOTAL						5.00		
001090	508000			COMPUTER SUPPLIES								
004017	REGIONS	CARDHOLDER	S	6566-07/31/24		0	2024	11	INV P	234.97	081624	304369 6566-07/31/24 REGIO
				ACCOUNT TOTAL						234.97		
001090	606000			TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY			287273578351X080824		0	2024	11	INV P	59.69	081624	304178 MB#2016-287/WIRELES
				ACCOUNT TOTAL						59.69		
				ORG 001090 TOTAL						5,441.04		
001091				INFO TECHNOLOGY								
001091	501000			OTHER EXPENDABLE OFF.SPL								
004017	REGIONS	CARDHOLDER	S	1286-07/31/24		0	2024	11	INV P	257.95	081624	304369 1286-07/31/24 REGIO
				ACCOUNT TOTAL						257.95		
001091	508000			COMPUTER SUPPLIES								
004017	REGIONS	CARDHOLDER	S	1286-07/31/24		0	2024	11	INV P	611.60	081624	304369 1286-07/31/24 REGIO
				ACCOUNT TOTAL						611.60		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001091	606000										
											TELEPHONE AND TELEGRAPH
002160	AT&T MOBILITY	287289913717X080524	0			2024 11	INV	P	92.44	081624	304178 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X080524	0			2024 11	INV	P	52.17	081624	304178 MB2016-287/WIRELESS
									144.61		
									ACCOUNT TOTAL	144.61	
									ORG 001091	TOTAL	1,014.16
001092											GEN.GOV'T.BLDG
001092	560000										BUILDING MATERIALS & SPLV
002120	ANDERSON RETAIL INC	182770			2404256	2024 11	INV	P	7.96	081624	304167 CERAMIC CITY HALL W
									ACCOUNT TOTAL	7.96	
001092	630000										GAS
004321	SPIRE	G2024 AUGUST 05	0			2024 11	INV	P	67.22	081624	304412 SPIRE-VARIOUS DEPAR
									ACCOUNT TOTAL	67.22	
001092	630500										ELECTRICITY
003700	MS POWER COMPANY	E2024 AUG 09	0			2024 11	INV	P	527.50	081624	304326 MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024-31 JAN 2024	0			2024 11	INV	P	2,511.39	081624	304319 MISSISSIPPI POWER-V
									3,038.89		
									ACCOUNT TOTAL	3,038.89	
001092	635000										BUILDING R&M
004234	SMITH, JIM SERVICES	I94017	0			2024 11	INV	P	276.50	081624	304395 THIRD FLOOR FOYER/S
004234	SMITH, JIM SERVICES	I94027	0			2024 11	INV	P	597.46	081624	304395 THIRD FLOOR-OFFICE/
									873.96		
									ACCOUNT TOTAL	873.96	
001092	639400										DISINFECT./EXTERMINATION
003040	HAVARD PEST CONTROL	2318698	0			2024 11	INV	P	65.00	081624	304256 HAVARD
003040	HAVARD PEST CONTROL	2318713	0			2024 11	INV	P	48.00	081624	304256 HAVARD
									113.00		
									ACCOUNT TOTAL	113.00	
001092	644900										OTHER RENT
002720	EDWARDS PROPERTY MGM	8/2024	0			2024 11	INV	P	1,100.00	081624	304225 8/2024 DRIVERS LICE
002720	EDWARDS PROPERTY MGM	9/2024	0			2024 11	INV	P	1,100.00	081624	304226 9/2024 DRIVERS LICE
									2,200.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S	WARRANT		CHECK	DESCRIPTION
002741 ENDOM TRAILERS				R72040		2402736	2024 11	INV P	150.00	081624	304230	CITY HALL INSURANCE
ACCOUNT TOTAL									2,350.00			
ORG 001092 TOTAL									6,451.03			
001093 INTERMODAL FAC O&M												
001093 560500 ELECTRICAL SUPPLIES												
048984 DOLEAC ELEC (REFUND) TRAINX1				2404267	2024 11	INV P	1,950.00	081624	304220	8D BATTERY GENERATO		
ACCOUNT TOTAL									1,950.00			
001093 635000 BUILDING R&M												
004234 SMITH, JIM SERVICES 94048				2404589	2024 11	INV P	1,188.05	081624	304395	COMMUNITY ROOM AC R		
ACCOUNT TOTAL									1,188.05			
001093 639400 DISINFECT./EXTERMINATION												
003040 HAVARD PEST CONTROL 2318708				0	2024 11	INV P	115.00	081624	304256	HAVARD		
003040 HAVARD PEST CONTROL 2328360				0	2024 11	INV P	300.00	081624	304256	HAVARD		
									415.00			
ACCOUNT TOTAL									415.00			
ORG 001093 TOTAL									3,553.05			
001094 METRPLTN PLANG.												
001094 511500 FOOD												
002709 EATON, ALVIN K (PETT PC 5/2024				0	2024 10	INV P	22.55	081624	304222	PETTY CASH 5/2024		
ACCOUNT TOTAL									22.55			
001094 636500 OFFICE EQUIPMENT R&M												
002709 EATON, ALVIN K (PETT PC 5/2024				0	2024 10	INV P	15.94	081624	304222	PETTY CASH 5/2024		
ACCOUNT TOTAL									15.94			
001094 684000 DUES AND MEMBERSHIPS												
004017 REGIONS CARDHOLDER S 2080-07/31/24				0	2024 11	INV P	627.00	081624	304369	2080-07/31/24 REGIO		
ACCOUNT TOTAL									627.00			
ORG 001094 TOTAL									665.49			
001095 G/G INS.OTH SER												
001095 602500 LEGAL												
002377 BUTLER,SNOW,O'MARA,S 10437123				0	2024 11	INV P	1,079.00	081624	304192	ARPA ADMINISTRATION		
003090 HICKS LAW FIRM, LLC 11509				0	2024 11	INV P	680.00	081624	304260	HALL AVENUE EAST PR		
003090 HICKS LAW FIRM, LLC 11510				0	2024 11	INV P	2,120.00	081624	304260	HOPE CHATMAN V CITY		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
						2,800.00		
003944 POPE & POPE, PA	2453	0	2024 11	INV P	1,537.50	081624	304355	CELL PHONE TOWERS
003944 POPE & POPE, PA	2454	0	2024 11	INV P	3,550.00	081624	304355	COLONY CONSTRUCTION
003944 POPE & POPE, PA	2455	0	2024 11	INV P	400.00	081624	304355	CRISIS STABILIZATIO
003944 POPE & POPE, PA	2456	0	2024 11	INV P	3,809.00	081624	304355	DRAGON HOUSE
003944 POPE & POPE, PA	2457	0	2024 11	INV P	6,862.12	081624	304355	GENERAL OUT OF POCK
003944 POPE & POPE, PA	2458	0	2024 11	INV P	500.00	081624	304355	HUDSON/PEDAL VALVES
003944 POPE & POPE, PA	2459	0	2024 11	INV P	1,900.00	081624	304355	FORREST COUNTY - PR
003944 POPE & POPE, PA	2460	0	2024 11	INV P	1,650.00	081624	304355	RECREATION PROJECT
					20,208.62			
047351 LOWREY & FORTNER PA	20227874	0	2024 11	INV P	2,000.00	081624	304293	CITIZENS POLICE REV
050662 CAREY R VARNADO	1027	0	2024 11	INV P	500.00	081624	304196	AUGUST ATTORNEY FEE
				ACCOUNT TOTAL	26,587.62			
001095 602701				MEDICAL ANALYSIS-EMP CLINIC				
002037 AB SUPPORT SERVICES	3B2021	2400345	2024 10	INV P	466.00	081624	304158	TWO-QUOTE JANITORIA
002523 COMCAST CABLEVISION	JULY 30 - AUGUST 29	0	2024 11	INV P	206.10	081624	304207	COMCAST- JUL 30,202
003576 MEDICAL ANALYSIS-GHV	11196	0	2024 11	INV P	29,401.22	081624	304303	7/24 EMPLOYEE CLINI
				ACCOUNT TOTAL	30,073.32			
001095 604900				OTHER PROFESSIONAL SERV.				
003433 LOCAL IMPACT ANALYTI	05312024-1	0	2024 11	INV P	14,325.00	081624	304291	CRISI GRANT APPLICA
003433 LOCAL IMPACT ANALYTI	06242024-3	0	2024 11	INV P	6,000.00	081624	304291	GRANT SERVICES/BOBB
					20,325.00			
				ACCOUNT TOTAL	20,325.00			
001095 606000				TELEPHONE AND TELEGRAPH				
002158 AT&T	L2024 08.04.24	0	2024 11	INV P	151.47	081624	304173	AT&T- BLUE LIGHTS O
002158 AT&T	L2024-07.20	0	2024 10	INV P	51.04	081624	304173	AT&T BLUE LIGHTS-LO
002158 AT&T	L2024-07/28	0	2024 11	INV P	242.00	081624	304173	AT&T BLUE LIGHTS-LO
002158 AT&T	M818327001 7/24	0	2024 11	INV P	5,330.06	081624	304176	LONG DISTANCE SERVI
					5,774.57			
002159 AT&T LONG DISTANCE S	0280486796	0	2024 11	INV P	31.63	081624	304177	AT&T ONENET SERVICE
047050 C SPIRE (IP)	L2024 08/01/2024	0	2024 11	INV P	7,625.66	081624	304194	CSPIRE MSGOV 692591
				ACCOUNT TOTAL	13,431.86			
001095 625000				FIRE & EXTENDED COVERAGE				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
004307 SOUTHGROUP (HATTIESB	7262024	0	2024 10	INV	P	78.30 081624	304410	VARIOUS PROPERTY AD
				ACCOUNT TOTAL		78.30		
		ORG 001095		TOTAL		90,496.10		
001096				FED PROG ADMIN				
001096 6032LT				CONTRC SERV LEAD TESTING				
002288 BONNER ANALYTICAL TE	BONNERJULY0824	0	2024 10	INV	P	1,196.31 081624	304186	LEAD INSPECTION SER
				ACCOUNT TOTAL		1,196.31		
		ORG 001096		TOTAL		1,196.31		
001100				POLICE/PUB.SFTY				
001100 501000				OTHER EXPENDABLE OFF.SPL				
004017 REGIONS CARDHOLDER S	6566-07/31/24	0	2024 11	INV	P	548.53 081624	304369	6566-07/31/24 REGIO
				ACCOUNT TOTAL		548.53		
001100 505000				SUBSCRIPTIONS,MAGS,MAPS				
002750 EQUIFAX INFORMATION	2061249034	0	2024 11	INV	P	10.67 081624	304231	ONLINE INVESTIGATIO
				ACCOUNT TOTAL		10.67		
001100 525000				GAS AND OIL				
002709 EATON, ALVIN K (PETT PC	6/2024	0	2024 10	INV	P	24.05 081624	304222	PETTY CASH 6/2024
049764 GPM EMPIRE-FLASHMARK	93059 5/24	0	2024 11	INV	P	800.00 081624	304249	5/2024 STORE FUEL P
				ACCOUNT TOTAL		824.05		
001100 535500				WEARING APPAREL				
003588 MID SOUTH UNIFORM &	651222	2403913	2024 11	INV	P	270.00 081624	304305	PANTS FOR CHIEF SIM
004017 REGIONS CARDHOLDER S	2080-07/31/24	0	2024 11	INV	P	351.95 081624	304369	2080-07/31/24 REGIO
				ACCOUNT TOTAL		621.95		
001100 546000				MINOR EQUIPMENT				
002709 EATON, ALVIN K (PETT PC	5/2024	0	2024 10	INV	P	10.60 081624	304222	PETTY CASH 5/2024
002709 EATON, ALVIN K (PETT PC	6/2024	0	2024 10	INV	P	27.65 081624	304222	PETTY CASH 6/2024
						38.25		
				ACCOUNT TOTAL		38.25		
001100 559000				OTHER OPERATING MATL/SPLY				
002709 EATON, ALVIN K (PETT PC	5/2024	0	2024 10	INV	P	3.00 081624	304222	PETTY CASH 5/2024
				ACCOUNT TOTAL		3.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	570000					MTR VEHICLE REP.	PTS/SPL				
002060	ADVANCE AUTO PARTS	5604422072639	2404458	2024 11	INV	P			4,851.77	081624	304159 PARTS FOR 19341 183
002060	ADVANCE AUTO PARTS	5604422672764	2404488	2024 11	INV	P			3,022.09	081624	304159 SHOP STOCK 19343
									7,873.86		
002709	EATON, ALVIN K (PETT PC 5/2024		0	2024 10	INV	P			20.78	081624	304222 PETTY CASH 5/2024
003915	PINE BELT CDJR, INC	93355	2404319	2024 11	INV	P			125.00	081624	304349 UNIT 19341 POWER TR
003915	PINE BELT CDJR, INC	93430	2404384	2024 11	INV	P			390.40	081624	304349 HOSE STOCK FOR SHOP
									515.40		
									ACCOUNT TOTAL		8,410.04
001100	602700					MEDICAL					
003069	HEALTHWORKS LLC	06.01.24A	0	2024 11	INV	P			98.00	081624	304258 06.01.24A - POST AC
									ACCOUNT TOTAL		98.00
001100	603000					VETERINARIAN					
003106	HOLLAND VETERINARY H	74406	0	2024 11	INV	P			80.25	081624	304264 VET BILL FOR DINO
003106	HOLLAND VETERINARY H	74408	0	2024 11	INV	P			256.75	081624	304264 VET VISIT FOR VOO
003106	HOLLAND VETERINARY H	74411	0	2024 11	INV	P			385.35	081624	304264 VET VISIT FOR IVY (
003106	HOLLAND VETERINARY H	75488	0	2024 11	INV	P			35.21	081624	304264 VET VISIT FOR BELLE
003106	HOLLAND VETERINARY H	76059	0	2024 11	INV	P			199.15	081624	304264 VET VISIT BELLE
003106	HOLLAND VETERINARY H	76245	0	2024 11	INV	P			70.00	081624	304264 VET VISIT FOR BELL
									1,026.71		
									ACCOUNT TOTAL		1,026.71
001100	604900					OTHER PROFESSIONAL SERV.					
002471	CINTAS CORPORATION #	4191514778	0	2024 11	INV	P			61.00	081624	304201 MAT RENTALS FOR HPD
002471	CINTAS CORPORATION #	4192976503	0	2024 11	INV	P			151.98	081624	304200 MAT RENTALS FOR HPD
002471	CINTAS CORPORATION #	4194342248	0	2024 11	INV	P			60.98	081624	304201 MAT RENTALS FOR HPD
002471	CINTAS CORPORATION #	4197932356	0	2024 11	INV	P			60.98	081624	304201 MAT RENTALS FOR HPD
002471	CINTAS CORPORATION #	4199390934	0	2024 11	INV	P			60.98	081624	304201 MAT RENTALS FOR HPD
002471	CINTAS CORPORATION #	4201515192	0	2024 11	INV	P			151.96	081624	304200 MAT RENTALS FOR HPD
									547.88		
002523	COMCAST CABLEVISION	08.08.2024	0	2024 11	INV	P			117.76	081624	304207 COMCAST HATTIESBURG
002869	FUELMAN OF MS	NP66812816	0	2024 11	INV	P			41.26	081624	304240 OFF SITE FUELMAN PU
002869	FUELMAN OF MS	NP66840050	0	2024 11	INV	P			22.34	081624	304241 OFFSITE FUEL
									63.60		
004057	RJ YOUNG COMPANY	INV7031763	0	2024 11	INV	P			250.00	081624	304377 CANON/CANON IR ADV
004057	RJ YOUNG COMPANY	INV7031764	0	2024 11	INV	P			548.11	081624	304377 CANON/ CANON IR ADV

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE							
						798.11		
004272 SOUTHERN FIRE & SPRI	24-15002	0	2024 11	INV	P	535.00 081624	304401	2024 ANNUAL INSPECT
004446 TOSHIBA BUSINESS SOL	45247316	0	2024 11	INV	P	217.64 081624	304422	MB# 2021-514-515 CO
004505 UNITED PARCEL SERVIC	00008E1Y15294	0	2024 11	INV	P	26.20 081624	304433	SHIPPING FEE-HPD
004505 UNITED PARCEL SERVIC	00008E1Y15304	0	2024 11	INV	P	36.56 081624	304433	SHIPPING FEES
004505 UNITED PARCEL SERVIC	00008E1Y15314	0	2024 11	INV	P	24.65 081624	304433	SHIPPING FEES
						87.41		
047025 POWERS OF MISSISSIPP	231278	0	2024 11	INV	P	390.00 081624	304359	Labor
047055 INTERPRETERS & TRANS	201147	0	2024 11	INV	P	25.06 081624	304271	TELEPHONIC INTERPRE
047187 FOUR SEASONS LAWN	18938	0	2024 11	INV	P	2,576.50 081624	304239	LAWN MAINTENANCE JU
047257 L & K EQUIPMENT	681	2304887	2024 10	INV	P	2,280.00 081624	304283	SHOP REPAIR -HPD
						ACCOUNT TOTAL		7,638.96
001100 604921								
003135 HOWARD COMPUTERS INC	5104052024	2404181	2024 11	INV	P	18.50 081624	304266	PEPLINK FOR NOLA CA
						ACCOUNT TOTAL		18.50
001100 606000								
								TELEPHONE AND TELEGRAPH
002158 AT&T	0563152379001 7/24	0	2024 11	INV	P	48.40 081624	304175	POLICE DISPATCH LON
002158 AT&T	L2024-7/28/2024	0	2024 11	INV	P	202.00 081624	304173	AT&T-DEPT OF PUB SA
002158 AT&T	M3182220010593 7/24	0	2024 10	INV	P	413.50 081624	304174	POLICE
						663.90		
002160 AT&T MOBILITY	287273578351X080824	0	2024 11	INV	P	611.51 081624	304178	MB#2016-287/WIRELES
002160 AT&T MOBILITY	287289913717X080524	0	2024 11	INV	P	8,068.46 081624	304178	MB2016-287/WIRELESS
002160 AT&T MOBILITY	287290252011X080524	0	2024 11	INV	P	28.48 081624	304178	MB2016-287/WIRELESS
						8,708.45		
						ACCOUNT TOTAL		9,372.35
001100 611000								
								TRAVEL EXPENSE
004017 REGIONS CARDHOLDER S	1286-07/31/24	0	2024 11	INV	P	759.02 081624	304369	1286-07/31/24 REGIO
004017 REGIONS CARDHOLDER S	6566-07/31/24	0	2024 11	INV	P	1,909.68 081624	304369	6566-07/31/24 REGIO
						2,668.70		
049651 KENNEDY JOSEPH	10325	0	2024 10	INV	P	232.26 081624	304279	REIMBURSEMENT FOR J
						ACCOUNT TOTAL		2,900.96

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	612000										
											FREIGHT
002891	GEIGER MIDSOUTH (BRO 5491178RM				2401817	2024 11	INV	P	32.70	081624	304245 ITEMS FOR COMMUNITY
002891	GEIGER MIDSOUTH (BRO 5494696RM				2401817	2024 11	INV	P	37.87	081624	304245 ITEMS FOR COMMUNITY
002891	GEIGER MIDSOUTH (BRO 5504377RM				2401817	2024 11	INV	P	131.78	081624	304245 ITEMS FOR COMMUNITY
002891	GEIGER MIDSOUTH (BRO 5515951RM				2401817	2024 11	INV	P	51.03	081624	304245 ITEMS FOR COMMUNITY
									253.38		
									ACCOUNT TOTAL	253.38	
001100	626500										
004307	SOUTHGROUP (HATTIESB 251612				0	2024 10	INV	P	2,005.58	081624	304410 RNWL DSLR18-08140-0
									ACCOUNT TOTAL	2,005.58	
001100	630500										
003700	MS POWER COMPANY E2024-31 JAN 2024				0	2024 11	INV	P	3,190.34	081624	304319 MISSISSIPPI POWER-V
									ACCOUNT TOTAL	3,190.34	
001100	635000										
002905	GILLILANDS ELECTRONI 14895				0	2024 11	INV	P	840.00	081624	304247 YEARLY ALARM MONITO
047025	POWERS OF MISSISSIPP 232060				0	2024 11	INV	P	4,312.50	081624	304359 QUARTERLY SERVICE C
									ACCOUNT TOTAL	5,152.50	
001100	636500										
003742	N & H ELECTRONIC DIS 245786				2404226	2024 11	INV	P	86.16	081624	304333 ZIP TIES
									ACCOUNT TOTAL	86.16	
001100	638400										
002060	ADVANCE AUTO PARTS 5604421231362				2404295	2024 11	INV	P	25,859.94	081624	304159 REMAN ENGINES/TWO Q
003708	MS STATE/DEPT OF REV UNIT # 22175 TITLE				0	2024 11	INV	P	9.00	081624	304329 REPLACEMENT TAG UNI
003708	MS STATE/DEPT OF REV UNIT #19307 TITLE				0	2024 11	INV	P	9.00	081624	304328 UNIT #19307 REPLACE
									18.00		
003861	PATTERSON AUTO ELECT 82355				2404392	2024 11	INV	P	2,818.30	081624	304343 UNIT#19343 REMOVE A
003861	PATTERSON AUTO ELECT 82388				2404393	2024 11	INV	P	2,577.23	081624	304343 REMOVE AND REPLACE
									5,395.53		
003915	PINE BELT CDJR, INC 93355				2404319	2024 11	INV	P	864.00	081624	304349 UNIT 19341 POWER TR
									ACCOUNT TOTAL	32,137.47	
001100	639400										
003040	HAVARD PEST CONTROL 2318686				0	2024 11	INV	P	125.00	081624	304256 HAVARD

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR			TYP	S	WARRANT	CHECK	DESCRIPTION
003040	HAVARD	PEST	CONTROL	2318687	0	2024	11	INV	P	40.00	081624	304257	HAVARD
003040	HAVARD	PEST	CONTROL	2318723	0	2024	11	INV	P	48.00	081624	304257	HAVARD
										213.00			
ACCOUNT TOTAL										213.00			
001100	639800	TOW IN CHARGES											
003389	LARRY'S	WRECKER	SERV	13041	0	2024	11	INV	P	70.00	081624	304286	TOWING FOR UNIT 211
003389	LARRY'S	WRECKER	SERV	13252	0	2024	11	INV	P	70.00	081624	304286	UNIT #19346 FROM HW
										140.00			
ACCOUNT TOTAL										140.00			
001100	699900	SERVICES NOT SPECIFIED											
002764	EVIDENT	INC		242325C	2403571	2024	11	INV	P	57.00	081624	304232	SUPPLIES FOR CRIME
ACCOUNT TOTAL										57.00			
001100	740000	AUTOMOBILES											
003135	HOWARD	COMPUTERS	INC	5097852024	2402895	2024	11	INV	P	27,083.00	081624	304266	COMPUTERS AND EQUIP
ACCOUNT TOTAL										27,083.00			
ORG 001100 TOTAL										101,830.40			
001131	JOINT P&F TRNG.												
001131	502000	MINOR OFFICE EQUIP/FURN.											
004017	REGIONS	CARDHOLDER	S	6566-07/31/24	0	2024	11	INV	P	1,530.10	081624	304369	6566-07/31/24 REGIO
ACCOUNT TOTAL										1,530.10			
001131	507000	BOOKS											
004017	REGIONS	CARDHOLDER	S	2080-07/31/24	0	2024	11	INV	P	202.75	081624	304369	2080-07/31/24 REGIO
ACCOUNT TOTAL										202.75			
001131	511500	FOOD											
002814	FIREHOUSE	SUBS		1005	2404425	2024	11	INV	P	100.31	081624	304237	HFD PROCTOR LUNCH
003524	MCALISTERS	DELI		2449960	2404421	2024	11	INV	P	192.63	081624	304299	HFD PROCTOR LUNCH
ACCOUNT TOTAL										292.94			
001131	535600	WEARING APPAREL-FIRE											
004017	REGIONS	CARDHOLDER	S	5548-07/31/24	0	2024	11	INV	P	226.95	081624	304369	5548-07/31/24 REGIO
ACCOUNT TOTAL										226.95			
001131	559000	OTHER OPERATING MATL/SPLY											
003991	QUALIFICATION	TARGET		22403910	2404184	2024	10	INV	P	1,013.18	081624	304363	TARGETS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL		1,013.18			
001131	559100					OTHER OPER.MATLS-FULL R					
002962	GULF STATES DISTRIBU	1471318-IN	2402429	2024 10	INV P	698.00	081624	304252	AMMUNITION		
						ACCOUNT TOTAL		698.00			
001131	630000					GAS					
004321	SPIRE	G2024 AUGUST 05	0	2024 11	INV P	154.33	081624	304412	SPIRE-VARIOUS DEPAR		
						ACCOUNT TOTAL		154.33			
001131	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2024 AUG 09	0	2024 11	INV P	1,990.71	081624	304326	MISSISSIPPI POWER C		
						ACCOUNT TOTAL		1,990.71			
001131	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2318697	0	2024 11	INV P	50.00	081624	304256	HAVARD		
						ACCOUNT TOTAL		50.00			
001131	6845FR					REGISTRATION-FIRE					
004331	STATE FIRE ACADEMY	31602	0	2024 11	INV P	730.00	081624	304414	HESSION & PIERCE IN		
						ACCOUNT TOTAL		730.00			
						ORG 001131 TOTAL		6,888.96			
FIRE DIVISION											
001160	501000					OTHER EXPENDABLE OFF.SPL					
003810	OFFICE PRODUCTS PLUS	1064964-0	2404395	2024 11	INV P	173.83	081624	304337	HFD SUPPLIES FOR AD		
050056	AMAZON CAPITAL	1GQV-V7MK-W93P	2404092	2024 11	INV P	16.06	081624	304165	HFD STATION SUPPLIE		
						ACCOUNT TOTAL		189.89			
001160	510000					CLEANING/JANITORIAL SPLY					
002471	CINTAS CORPORATION #	4198771960	0	2024 11	INV P	24.69	081624	304202	HFD MECHANIC SHOP J		
048909	BRADY COMPANIES, LLC	9074929	2404214	2024 11	INV P	948.12	081624	304188	HFD CLEANING & JANI		
050056	AMAZON CAPITAL	1GQV-V7MK-W93P	2404092	2024 11	INV P	44.00	081624	304165	HFD STATION SUPPLIE		
						ACCOUNT TOTAL		1,016.81			
001160	525000					GAS AND OIL					
049764	GPM EMPIRE-FLASHMARK	93059 5/24	0	2024 11	INV P	432.25	081624	304249	5/2024 STORE FUEL P		
						ACCOUNT TOTAL		432.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001160	535000									
002733	EMERGENCY EQUIPMENT	505084			2403971	2024 11	INV P	580.00 081624	304228	HFD HELMET FRONTS F
003216	J M H GRAPHICS	42715			2403831	2024 11	INV P	622.00 081624	304272	HFD UNIFORM TSHIRTS
003588	MID SOUTH UNIFORM &	651232			2404152	2024 11	INV P	266.00 081624	304305	HFD UNIFORM BOOTS F
								ACCOUNT TOTAL		1,468.00
001160	535500									
050056	AMAZON CAPITAL	1GQV-V7MK-W93P			2404092	2024 11	INV P	189.97 081624	304165	HFD STATION SUPPLIE
								ACCOUNT TOTAL		189.97
001160	545000									
002709	EATON, ALVIN K (PETT PC 5/2024				0	2024 10	INV P	20.00 081624	304222	PETTY CASH 5/2024
004017	REGIONS CARDHOLDER S 2080-07/31/24				0	2024 11	INV P	269.58 081624	304369	2080-07/31/24 REGIO
								ACCOUNT TOTAL		289.58
001160	546000									
003611	MINGLEDORFF'S INC	90671195			0	2024 11	INV P	1,100.00 081624	304306	HFD STATION 7 BAY H
								ACCOUNT TOTAL		1,100.00
001160	570000									
002160	AT&T MOBILITY	28730892562X080524			0	2024 11	INV P	354.00 081624	304178	MB2016-287/WIRELESS
003421	LIL TIRE SHOPPE (BR 1125545				2402816	2024 11	INV P	203.94 081624	304289	HFD C1 UNIT #22151
049645	DELTA FIRE & SAFETY	INVLA24-0293			2404046	2024 11	INV P	609.65 081624	304217	HFD LADDER 6 UNIT #
049645	DELTA FIRE & SAFETY	INVTX23-5514			2403486	2024 11	INV P	2,100.00 081624	304217	HFD LADDER 6 UNIT #
								2,709.65		
								ACCOUNT TOTAL		3,267.59
001160	575000									
002535	COMSOUTH	206316			0	2024 11	INV P	700.00 081624	304209	HFD BREAKDOWN & REP
								ACCOUNT TOTAL		700.00
001160	599000									
002709	EATON, ALVIN K (PETT PC 6/2024				0	2024 10	INV P	25.00 081624	304222	PETTY CASH 6/2024
049731	QUALITY APPLIANCE	5188			0	2024 11	INV P	211.88 081624	304364	HFD STATION 5 WASHE
								ACCOUNT TOTAL		236.88
001160	604900									
002905	GILLILANDS ELECTRONI	15066			0	2024 11	INV P	80.00 081624	304247	HFD MONTHLY ALARM R

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
003611	MINGLEDORFF'S INC	90671195	0	2024 11	INV	P	77.00	081624	304306	HFD STATION 7 BAY H
ACCOUNT TOTAL							157.00			
001160	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X080824	0	2024 11	INV	P	59.69	081624	304178	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290217384X080524	0	2024 11	INV	P	1,525.89	081624	304178	MB2016-287/WIRELESS
							1,585.58			
ACCOUNT TOTAL							1,585.58			
001160	611000				TRAVEL EXPENSE					
004017	REGIONS CARDHOLDER S	2080-07/31/24	0	2024 11	INV	P	178.08	081624	304369	2080-07/31/24 REGIO
ACCOUNT TOTAL							178.08			
001160	612000				FREIGHT					
003611	MINGLEDORFF'S INC	90671195	0	2024 11	INV	P	125.00	081624	304306	HFD STATION 7 BAY H
049645	DELTA FIRE & SAFETY	INVTX23-5514	2403486	2024 11	INV	P	67.00	081624	304217	HFD LADDER 6 UNIT #
ACCOUNT TOTAL							192.00			
001160	630000				GAS					
004321	SPIRE	G2024 AUGUST 05	0	2024 11	INV	P	103.04	081624	304412	SPIRE-VARIOUS DEPAR
004321	SPIRE	G2024-24 JUL	0	2024 10	INV	P	241.61	081624	304412	SPIRE-(MILMUT GAS)
							344.65			
ACCOUNT TOTAL							344.65			
001160	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2024 AUG 09	0	2024 11	INV	P	649.82	081624	304326	MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024-31 JAN 2024	0	2024 11	INV	P	2,900.50	081624	304319	MISSISSIPPI POWER-V
							3,550.32			
004282	SOUTHERN PINE ELECTR	E2024 08.01.2024	0	2024 11	INV	P	1,097.97	081624	304405	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024-08.02	0	2024 11	INV	P	125.54	081624	304405	SOUTHERN PINE ELECT
							1,223.51			
ACCOUNT TOTAL							4,773.83			
001160	635000				BUILDING R&M					
004017	REGIONS CARDHOLDER S	4341-07/31/24	0	2024 11	INV	P	116.97	081624	304369	4341-07/31/24 REGIO
004017	REGIONS CARDHOLDER S	6566-07/31/24	0	2024 11	INV	P	42.78	081624	304369	6566-07/31/24 REGIO
							159.75			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
ACCOUNT TOTAL							159.75				
001160	638400			MOTOR VEHICLE EQ. R&M							
049645	DELTA FIRE & SAFETY	INVLA24-0298	2404310	2024 11	INV	P	640.16	081624	304217	HFD ENGINE 2 UNIT #	
ACCOUNT TOTAL							640.16				
001160	639000			COMMUNICATION EQ. R&M							
002535	COMSOUTH	204742	2304903	2024 11	INV	P	320.00	081624	304209	HFD RADIO CHARGERS	
002535	COMSOUTH	206314	0	2024 11	INV	P	700.00	081624	304209	HFD BREAKDOWN & REP	
002535	COMSOUTH	206315	0	2024 11	INV	P	700.00	081624	304209	HFD BREAKDOWN & REP	
							1,720.00				
ACCOUNT TOTAL							1,720.00				
001160	639400			DISINFECT./EXTERMINATION							
003040	HAVARD PEST CONTROL	2318688	0	2024 11	INV	P	50.00	081624	304256	HAVARD	
003040	HAVARD PEST CONTROL	2318689	0	2024 11	INV	P	48.00	081624	304257	HAVARD	
003040	HAVARD PEST CONTROL	2318690	0	2024 11	INV	P	48.00	081624	304257	HAVARD	
003040	HAVARD PEST CONTROL	2318691	0	2024 11	INV	P	48.00	081624	304257	HAVARD	
003040	HAVARD PEST CONTROL	2318692	0	2024 11	INV	P	48.00	081624	304257	HAVARD	
003040	HAVARD PEST CONTROL	2318693	0	2024 11	INV	P	48.00	081624	304257	HAVARD	
003040	HAVARD PEST CONTROL	2318710	0	2024 11	INV	P	48.00	081624	304256	HAVARD	
003040	HAVARD PEST CONTROL	2321243	0	2024 11	INV	P	48.00	081624	304257	HAVARD	
							386.00				
ACCOUNT TOTAL							386.00				
001160	641000			OFFICE EQUIPMENT RENT							
004050	RICOH CORP	5069879829	0	2024 11	INV	P	23.70	081624	304376	HFD ADMIN OFFICE CO	
ACCOUNT TOTAL							23.70				
001160	642500			CYLINDER RENT							
004273	SOUTHERN GAS & SUPPL	38708537	0	2024 11	INV	P	144.71	081624	304402	HFD MEDICAL OXYGEN	
ACCOUNT TOTAL							144.71				
001160	643500			MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION #	4200221220	0	2024 11	INV	P	41.94	081624	304201	HFD ADMIN OFFICE MA	
ACCOUNT TOTAL							41.94				
001160	644900			OTHER RENT							
048592	SUNBELT RENTALS, INC	154912055-0003	0	2024 11	INV	P	2,862.14	081624	304418	HFD STATION 1 AC MO	
048592	SUNBELT RENTALS, INC	156026029-0002	2403880	2024 11	INV	P	3,762.14	081624	304418	HFD STATION 1 AIR C	
							6,624.28				
ACCOUNT TOTAL							6,624.28				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001160	684500			REGISTRATION FEE/TUITION						
002074	ALABAMA FIRE COLLEGE	8877	2403251	2024 11	INV P	520.00	081624	304161	HFD BLAKE MICHAELS	
				ACCOUNT TOTAL		520.00				
001160	729500			OTHER IMPROVEMENTS						
002883	GARNER LUMLEY ELECTR	611476	2402117	2024 11	INV P	589.42	081624	304244	HFD NEW ADMIN OFFIC	
				ACCOUNT TOTAL		589.42				
				ORG 001160 TOTAL		26,972.07				
001180					LAND DEVEL.ADM.					
001180	501000			OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	2080-07/31/24	0	2024 11	INV P	217.73	081624	304369	2080-07/31/24 REGIO	
				ACCOUNT TOTAL		217.73				
001180	535500			WEARING APPAREL						
004106	SACKS OUTDOOR SUPPLY	000163	2404330	2024 11	INV P	150.00	081624	304384	WORK BOOTS - WSANGU	
				ACCOUNT TOTAL		150.00				
001180	560000			BUILDING MATERIALS & SPL						
002709	EATON, ALVIN K (PETT PC	5/2024	0	2024 10	INV P	8.51	081624	304222	PETTY CASH 5/2024	
				ACCOUNT TOTAL		8.51				
001180	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	28730892562X080524	0	2024 11	INV P	212.40	081624	304178	MB2016-287/WIRELESS	
002709	EATON, ALVIN K (PETT PC	5/2024	0	2024 10	INV P	10.17	081624	304222	PETTY CASH 5/2024	
002709	EATON, ALVIN K (PETT PC	6/2024	0	2024 10	INV P	5.00	081624	304222	PETTY CASH 6/2024	
						15.17				
002815	FIRESTONE COMPLETE A	278746	2404306	2024 11	INV P	21.99	081624	304238	VEHICLE INSPECTION	
				ACCOUNT TOTAL		249.56				
001180	601600			TITLE OPINIONS						
004076	ROGERS, KEVIN	08-05-2024	0	2024 11	INV P	2,450.00	081624	304381	TITLE OPINIONS - 08	
				ACCOUNT TOTAL		2,450.00				
001180	601800			LOT CLEARING						
004417	TERRY'S BACKHOE AND	1001	0	2024 10	INV P	1,143.00	081624	304419	LOT CLEARING - 3002	
004417	TERRY'S BACKHOE AND	1002	0	2024 10	INV P	4,117.50	081624	304419	LOT CLEARING - 1023	
004417	TERRY'S BACKHOE AND	1004	0	2024 11	INV P	1,447.50	081624	304419	LOT CLEARING - 122	
004417	TERRY'S BACKHOE AND	1005	0	2024 11	INV P	210.00	081624	304419	LOT CLEARING - 610	
004417	TERRY'S BACKHOE AND	1006	0	2024 11	INV P	1,568.50	081624	304419	LOT CLEARING - 215	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION	
004417	TERRY'S BACKHOE AND	2025	0	2024 10	INV P		2,152.00 081624	304419	LOT CLEARING - 207	
							10,638.50			
				ACCOUNT TOTAL			10,638.50			
001180	604900			OTHER PROFESSIONAL SERV.						
050928	MCCARTY KAREN	2024-01	0	2024 11	INV P		3,700.00 081624	304300	2023 CAPER REPORT -	
				ACCOUNT TOTAL			3,700.00			
001180	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X080824	0	2024 11	INV P		905.59 081624	304178	MB#2016-287/WIRELES	
				ACCOUNT TOTAL			905.59			
001180	620000			PRINTING						
004057	RJ YOUNG COMPANY	INV7067745	0	2024 11	INV P		243.44 081624	304377	AAA71330 - BUILDING	
				ACCOUNT TOTAL			243.44			
001180	638400			MOTOR VEHICLE EQ. R&M						
002815	FIRESTONE COMPLETE A	278891	2404362	2024 11	INV P		1,503.19 081624	304238	MULTIPLE REPAIRS -	
004589	WARRIOR TIRE & SERVI	INV086056	2404337	2024 11	INV P		75.00 081624	304440	2ND DIAGNOSTIC - UN	
				ACCOUNT TOTAL			1,578.19			
				ORG 001180 TOTAL			20,141.52			
001191				TRAFFIC MAINT.						
001191	554000			TRAFFIC CONTROL EQ. SPLY.						
004452	TRAFFIC SAFETY WAREH	127886A	2404279	2024 11	INV P		362.63 081624	304423	GEMSTONE VERTICAL P	
				ACCOUNT TOTAL			362.63			
001191	555000			STREET MARKING SUPPLIES						
004205	SIGNS FIRST	INV-87788A	0	2024 11	INV P		134.93 081624	304392	BALANCE po#02402070	
				ACCOUNT TOTAL			134.93			
001191	559000			OTHER OPERATING MATL/SPLY						
004017	REGIONS CARDHOLDER S	1286-07/31/24	0	2024 11	INV P		255.25 081624	304369	1286-07/31/24 REGIO	
				ACCOUNT TOTAL			255.25			
001191	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	28730892562X080524	0	2024 11	INV P		94.40 081624	304178	MB2016-287/WIRELESS	
				ACCOUNT TOTAL			94.40			
001191	606000			TELEPHONE AND TELEGRAPH						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002160	AT&T MOBILITY	287273578351X080824		0	2024 11	INV	P	170.07 081624	304178	MB#2016-287/WIRELES
ACCOUNT TOTAL								170.07		
001191	638400				MOTOR VEHICLE EQ. R&M					
003712	MS STATE/TAX COMM/TA UNIT #22162 TAG			0	2024 11	INV	P	10.00 081624	304331	REPLACEMENT TAG UNI
ACCOUNT TOTAL								10.00		
001191	639400				DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL 2318705			0	2024 11	INV	P	45.00 081624	304257	HAVARD
ACCOUNT TOTAL								45.00		
001191	643000				UNIFORM RENT					
002471	CINTAS CORPORATION # 4200218801			0	2024 10	INV	P	25.00 081624	304202	TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION # 4200936762			0	2024 11	INV	P	25.00 081624	304202	TRAFFIC UNIFORM SC
								50.00		
ACCOUNT TOTAL								50.00		
001191	643500				MOP-MAT-RAG RENT					
002471	CINTAS CORPORATION # 4200218401			0	2024 10	INV	P	8.56 081624	304202	TRAFFIC MATS SC/820
002471	CINTAS CORPORATION # 4200936388			0	2024 11	INV	P	8.56 081624	304202	TRAFFIC MATS SC/820
								17.12		
ACCOUNT TOTAL								17.12		
ORG 001191 TOTAL								1,139.40		
001201	STREET DIV.									
001201	501000				OTHER EXPENDABLE OFF.SPL					
004327	STANDARD OFFICE SUPP H31099-00			2404311	2024 10	INV	P	201.88 081624	304413	OFFICE SUPPLIES/PUB
ACCOUNT TOTAL								201.88		
001201	540000				ASPHALT & ASPHALT PROD.					
004586	WARREN PAVING INC 95006			2404077	2024 10	INV	P	142.10 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95033			2404077	2024 10	INV	P	143.99 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95132			2404077	2024 10	INV	P	130.73 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95317			2404077	2024 11	INV	P	288.93 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95341			2404077	2024 11	INV	P	318.29 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95381			2404077	2024 11	INV	P	104.20 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95423			2404077	2024 11	INV	P	323.97 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95552			2404441	2024 11	INV	P	128.47 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95552A			2404077	2024 11	INV	P	291.19 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95561			2404441	2024 11	INV	P	318.30 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95686			2404441	2024 11	INV	P	335.35 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95724			2404441	2024 11	INV	P	243.46 081624	304439	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC 95735			2404441	2024 11	INV	P	406.40 081624	304439	ASPHALT FOR PUBLIC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
						3,175.38		
						ACCOUNT TOTAL		3,175.38
001201 540500								
047525 DELTA INDUSTRIES	851340		2403395	2024 11	INV P	785.00 081624	304218	CONCRETE/VARIOUS LO
						ACCOUNT TOTAL		785.00
001201 541500								
003134 HOVER GRAVEL CO	135092		2404194	2024 10	INV P	720.00 081624	304265	CLAY GRAVEL/VARIOUS
						ACCOUNT TOTAL		720.00
001201 570000								
002160 AT&T MOBILITY	28730892562X080524		0	2024 11	INV P	1,085.60 081624	304178	MB2016-287/WIRELESS
002166 AUTO ARMATURE SERVIC	03406		2404471	2024 11	INV P	329.95 081624	304179	STARTER/UNIT #20503
002709 EATON, ALVIN K (PETT PC 5/2024			0	2024 10	INV P	7.54 081624	304222	PETTY CASH 5/2024
004465 TRUCKPRO LLC	039-0725989		2403723	2024 11	INV P	2,655.84 081624	304427	BRAKE KITS FOR SANI
048827 CARQUEST	14758-38891		2404019	2024 10	INV P	151.65 081624	304197	PART/UNIT#17412
048827 CARQUEST	14758-39487		2404336	2024 10	INV P	332.25 081624	304197	BRAKES & ROTORS/UNI
048827 CARQUEST	14758-39765		2404483	2024 11	INV P	46.32 081624	304197	OIL FILTER FOR VARI
						530.22		
						ACCOUNT TOTAL		4,609.15
001201 575500								
003034 HATTIESBURG HYDRAULI	106719		2404558	2024 11	INV P	302.12 081624	304255	HOSES FOR UNIT 2229
						ACCOUNT TOTAL		302.12
001201 638700								
003380 LANCASTER'S MACHINE	025779		2404557	2024 11	INV P	450.00 081624	304284	REPAIRS UNIT #15514
003615 JOHN DEERE FINANCIAL	P05016		2404430	2024 11	INV P	701.31 081624	304274	TRACTOR REPAIR/UNIT
003986 PUCKETT MACHINERY CO	WOHB5305508		2404126	2024 10	INV P	2,455.59 081624	304361	REPAIRS/#20368
						ACCOUNT TOTAL		3,606.90
001201 639800								
003389 LARRY'S WRECKER SERV	13490		0	2024 10	INV P	70.00 081624	304286	TOWING CHARGE/UNIT#
003869 PEANUTS TOWING SERVI	103596		0	2024 10	INV P	150.00 081624	304345	TOWING CHARGE UNIT
						ACCOUNT TOTAL		220.00

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
						ORG 001201	TOTAL		13,620.43				
001202 STREET LIGHTS													
001202 630500 ELECTRICITY													
003700	MS	POWER COMPANY	E2024	AUG 05	0	2024	11	INV	P	52.65	081624	304323 MISSISSIPPI POWER C	
003700	MS	POWER COMPANY	E2024	AUG 06	0	2024	11	INV	P	151.65	081624	304324 MISSISSIPPI POWER C	
003700	MS	POWER COMPANY	E2024	AUG 07	0	2024	11	INV	P	50.15	081624	304325 MISSISSIPPI POWER C	
003700	MS	POWER COMPANY	E2024	AUG 09	0	2024	11	INV	P	1,995.41	081624	304326 MISSISSIPPI POWER C	
003700	MS	POWER COMPANY	E2024	AUGUST 01	0	2024	11	INV	P	102.80	081624	304321 MISSISSIPPI POWER C	
003700	MS	POWER COMPANY	E2024	JULY 29	0	2024	11	INV	P	179.86	081624	304318 MISSISSIPPI POWER C	
003700	MS	POWER COMPANY	E2024	JULY 30	0	2024	11	INV	P	277.66	081624	304320 MISSISSIPPI POWER C	
003700	MS	POWER COMPANY	E2024-25	JUL	0	2024	10	INV	P	93.97	081624	304317 MISSISSIPPI POWER-1	
003700	MS	POWER COMPANY	E2024-31	JAN 2024	0	2024	11	INV	P	3,385.99	081624	304319 MISSISSIPPI POWER-V	
										6,290.14			
003873	PEARL	RIVER VALLEY	E	2024	07.29.24	0	2024	11	INV	P	57.50	081624	304346 PEARL RIVER VALLEY
003873	PEARL	RIVER VALLEY	E	2024	07.31.24	0	2024	11	INV	P	396.00	081624	304346 PEARL RIVER VALLEY
003873	PEARL	RIVER VALLEY	E	2024	08.07.24	0	2024	11	INV	P	48.15	081624	304346 PEARL RIVER VALLEY
003873	PEARL	RIVER VALLEY	E	2024	07.25	0	2024	11	INV	P	2,267.63	081624	304346 PEARL RIVER VALLEY
003873	PEARL	RIVER VALLEY	E	2024-08	02	0	2024	11	INV	P	2,561.19	081624	304346 PEARL RIVER VALLEY
003873	PEARL	RIVER VALLEY	E	2024-7	23	0	2024	10	INV	P	1,293.13	081624	304346 PEARL RIVER VALLEY
										6,623.60			
004282	SOUTHERN	PINE	ELECTR	E2024	08.01.2024	0	2024	11	INV	P	2,001.54	081624	304405 SOUTHERN PINE ELECT
004282	SOUTHERN	PINE	ELECTR	E2024-08	02	0	2024	11	INV	P	68.66	081624	304405 SOUTHERN PINE ELECT
										2,070.20			
ACCOUNT TOTAL										14,983.94			
						ORG 001202	TOTAL		14,983.94				
001203 ENGR/PUBLIC SER													
001203 505000 SUBSCRIPTIONS,MAGS,MAPS													
004017	REGIONS	CARDHOLDER	S	1286-07/31/24	0	2024	11	INV	P	119.88	081624	304369 1286-07/31/24 REGIO	
ACCOUNT TOTAL										119.88			
001203 508000 COMPUTER SUPPLIES													
004017	REGIONS	CARDHOLDER	S	5548-07/31/24	0	2024	11	INV	P	70.60	081624	304369 5548-07/31/24 REGIO	
ACCOUNT TOTAL										70.60			
001203 570000 MTR VEHICLE REP. PTS/SPL													
002160	AT&T	MOBILITY		28730892562X080524	0	2024	11	INV	P	47.20	081624	304178 MB2016-287/WIRELESS	
ACCOUNT TOTAL										47.20			
001203 601500 ENGINEERING													

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003764	NEEL-SCHAFFER INC	1098338	0	2024 11	INV	P	1,500.00	081624	304334 MB 2021-373 HATTIES
ACCOUNT TOTAL							1,500.00		
001203	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X080824	0	2024 11	INV	P	107.92	081624	304178 MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X080524	0	2024 11	INV	P	152.17	081624	304178 MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X080524	0	2024 11	INV	P	80.46	081624	304178 MB2016-287/WIRELESS
							340.55		
ACCOUNT TOTAL							340.55		
001203	630000			GAS					
004321	SPIRE	G2024 AUGUST 05	0	2024 11	INV	P	24.81	081624	304412 SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL							24.81		
001203	639400			DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2318704	0	2024 11	INV	P	55.00	081624	304256 HAVARD
ACCOUNT TOTAL							55.00		
ORG 001203 TOTAL							2,158.04		
001204				SHOP DIVISION					
001204	545000			HAND TOOLS					
004476	TURNER SUPPLY COMPAN	3515763-00	2404453	2024 11	INV	P	538.01	081624	304429 AIRCAT WRENCH/PW SH
ACCOUNT TOTAL							538.01		
001204	560000			BUILDING MATERIALS & SPL					
003543	MCELHANEY PLUMBING I	304773	2404350	2024 10	INV	P	160.65	081624	304301 MATERIAL TO REPAIR
ACCOUNT TOTAL							160.65		
001204	570000			MTR VEHICLE REP. PTS/SPL					
048827	CARQUEST	14758-39690	2404434	2024 11	INV	P	176.96	081624	304197 SUPPLIES FOR PW SH
048827	CARQUEST	14758-39839	2404365	2024 11	INV	P	16.24	081624	304197 OIL FILTER/UNIT#175
							193.20		
ACCOUNT TOTAL							193.20		
001204	638000			FIXED EQUIPMENT R&M					
002060	ADVANCE AUTO PARTS	5604420172340	2404172	2024 10	INV	P	1,242.99	081624	304159 AUTEL SOFTWARE/PW S
ACCOUNT TOTAL							1,242.99		
001204	643000			UNIFORM RENT					
002471	CINTAS CORPORATION #	4200936674	0	2024 11	INV	P	54.05	081624	304201 UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4201655260	0	2024 11	INV	P	70.55	081624	304201 UNIFORM RENTAL/SC#8

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION
											124.60
								ACCOUNT TOTAL			124.60
								ORG 001204 TOTAL			2,259.45
001205								G O & F S DIV.			
001205	604900							OTHER PROFESSIONAL SERV.			
003186	INSTALLATION PLUS	1542			0	2024 11	INV P		150.00	081624	304270 MONTHLY MONITORING F
003825	OWENS BUSINESS MACHI	496806			0	2024 10	INV P		630.00	081624	304339 ANNUAL MAINTENANCE
								ACCOUNT TOTAL			780.00
001205	639400							DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	2318709			0	2024 11	INV P		250.00	081624	304256 HAVARD
								ACCOUNT TOTAL			250.00
								ORG 001205 TOTAL			1,030.00
001206								DRAINAGE DIV.			
001206	606000							TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287290252011X080524			0	2024 11	INV P		511.71	081624	304178 MB2016-287/WIRELESS
								ACCOUNT TOTAL			511.71
001206	636000							STREETS & STRUCTURES R&M			
050824	HELMS POLYFOAM	2408-0215-0278			2404412	2024 11	INV P		4,941.35	081624	304259 34TH AVE PROJECT
								ACCOUNT TOTAL			4,941.35
								ORG 001206 TOTAL			5,453.06
001207								CONSTRUCTION			
001207	545000							HAND TOOLS			
003543	MCELHANEY PLUMBING I	304816			2404356	2024 10	INV P		44.90	081624	304301 TOOLS FOR CARPENTER
								ACCOUNT TOTAL			44.90
001207	560000							BUILDING MATERIALS & SPLY			
003543	MCELHANEY PLUMBING I	305025			2404456	2024 11	INV P		79.90	081624	304301 WATER COOLER/CONST
								ACCOUNT TOTAL			79.90
001207	560500							ELECTRICAL SUPPLIES			
002901	GILKEY ELECTRIC SUPP	395373			2403949	2024 11	INV P		4,853.80	081624	304246 HWY 49 STREET LIGHT
004068	ROBINSON ELECTRIC SU	2899-1030808			2404450	2024 11	INV P		135.92	081624	304379 TOOLS FOR ELECTRICI
								ACCOUNT TOTAL			4,989.72

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
001207 565000					PAINT AND PAINTING SPLY.			
002795 FASTENAL COMPANY	MSHATT242704	2404248	2024 11	INV P	384.00	081624	304236	DUCT TAPE /CONST DE
004017 REGIONS CARDHOLDER S	1286-07/31/24	0	2024 11	INV P	41.46	081624	304369	1286-07/31/24 REGIO
				ACCOUNT TOTAL	425.46			
001207 570000					MTR VEHICLE REP. PTS/SPL			
004514 UNIVERSITY TIRE & SE	INV239971	2404359	2024 11	INV P	636.00	081624	304434	TIRES FOR UNIT#2187
				ACCOUNT TOTAL	636.00			
001207 604900					OTHER PROFESSIONAL SERV.			
002523 COMCAST CABLEVISION	JUL/22-AUG/21	0	2024 10	INV P	146.36	081624	304207	COMCAST BUSINESS-CI
004057 RJ YOUNG COMPANY	INV7066733	0	2024 11	INV P	345.41	081624	304377	EQUIPMENT CONTRACT
				ACCOUNT TOTAL	491.77			
001207 606000					TELEPHONE AND TELEGRAPH			
002160 AT&T MOBILITY	287273578351X080824	0	2024 11	INV P	59.69	081624	304178	MB#2016-287/WIRELES
				ACCOUNT TOTAL	59.69			
001207 638400					MOTOR VEHICLE EQ. R&M			
004514 UNIVERSITY TIRE & SE	INV239970	2404360	2024 11	INV P	768.00	081624	304434	WHEEL BALANCE/UNIT#
				ACCOUNT TOTAL	768.00			
001207 639100					DOWNTOWN LIGHTS R&M			
002901 GILKEY ELECTRIC SUPP	391257	2404132	2024 11	INV P	164.70	081624	304246	LIGHTING REPAIR PAR
				ACCOUNT TOTAL	164.70			
001207 643000					UNIFORM RENT			
002471 CINTAS CORPORATION # 4200936585		0	2024 11	INV P	165.28	081624	304200	UNIFORM RENTAL/CONS
002471 CINTAS CORPORATION # 4201655115		0	2024 11	INV P	78.00	081624	304201	UNIFORM RENTAL/SC#8
					243.28			
				ACCOUNT TOTAL	243.28			
				ORG 001207 TOTAL	7,903.42			
001220					SANITATION DIV.			
001220 490000					UNEMPLOYMENT BENEFITS			
003709 MS STATE/EMP SECURIT	QUARTER2-2024	0	2024 11	INV P	3,626.22	081624	304330	MDES QUARTERLY PAYM
				ACCOUNT TOTAL	3,626.22			
001220 502000					MINOR OFFICE EQUIP/FURN.			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
004327	STANDARD OFFICE SUPP	H31263-00	2404403	2024 11	INV P			705.01 081624	304413	OFFICE CHAIR AND SU
				ACCOUNT TOTAL				705.01		
001220	511000			HOUSEHOLD SUPPLIES						
002471	CINTAS CORPORATION # 1904998776		2403968	2024 11	INV P			120.00 081624	304200	NITRIL GLOVES FOR S
				ACCOUNT TOTAL				120.00		
001220	513000			CHEMICALS						
004583	WARING OIL CO	351270	2404518	2024 11	INV P			13.88 081624	304438	DEF FOR SANITATION
004583	WARING OIL CO	351516	2404527	2024 11	INV P			13.88 081624	304438	AW68 CHEVRON FOR S
								27.76		
				ACCOUNT TOTAL				27.76		
001220	559000			OTHER OPERATING MATL/SPLY						
002472	CINTAS FIRST AID J71 5223033800		0	2024 10	INV P			38.74 081624	304203	CINTAS FIRST AID SE
004583	WARING OIL CO	351270	2404518	2024 11	INV P			874.50 081624	304438	DEF FOR SANITATION
				ACCOUNT TOTAL				913.24		
001220	559100			OTHER OPER.MATLS-FULL R						
002471	CINTAS CORPORATION # 4201655025		0	2024 11	INV P			53.98 081624	304201	SC8200044758 SANIT
002471	CINTAS CORPORATION # 4201655142		0	2024 11	INV P			25.00 081624	304202	SC8200044758 PW UNI
002471	CINTAS CORPORATION # 4201655233		0	2024 11	INV P			153.87 081624	304200	SC8200044758 G S &
002471	CINTAS CORPORATION # 4201655319		0	2024 11	INV P			148.24 081624	304200	SC8200044758 HEALTH
002471	CINTAS CORPORATION # 4201655362		0	2024 11	INV P			32.72 081624	304201	SC8200044758 PW MOP
002471	CINTAS CORPORATION # 4201655382		0	2024 11	INV P			34.75 081624	304201	SC8200044758 STREET
002471	CINTAS CORPORATION # 4201655595		0	2024 11	INV P			165.83 081624	304200	SC8200044758 SANITA
								614.39		
				ACCOUNT TOTAL				614.39		
001220	560000			BUILDING MATERIALS & SPLY						
004256	SOLAR SUPPLY INC	3481803	2404472	2024 11	INV P			147.30 081624	304397	SANITATION BREAKROO
				ACCOUNT TOTAL				147.30		
001220	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	28730892562X080524	0	2024 11	INV P			4,130.60 081624	304178	MB2016-287/WIRELESS
002166	AUTO ARMATURE SERVIC	03436	2404547	2024 11	INV P			379.90 081624	304179	UNIT 20068 BATTERIE
002739	EMPIRE TRUCK SALES	CE006225557:01	2404322	2024 11	INV P			306.26 081624	304229	UNIT 20074 REPAIR
002739	EMPIRE TRUCK SALES	CE006225933:01	2404506	2024 11	INV P			1,649.88 081624	304229	UNIT 20089 FAN DRIV
								1,956.14		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
004139	SCOTTS HYDRAULIC SER	60552	2404494	2024 11	INV	P	2,725.00	081624	304387	UNIT 20089 HYDRAULI
004354	STRIBLING EQUIPMENT	CE006225461:01	2404249	2024 10	INV	P	287.51	081624	304417	PARTS/UNIT #20072
ACCOUNT TOTAL							9,479.15			
001220	604900	OTHER PROFESSIONAL SERV.								
002160	AT&T MOBILITY	287273578351X080824	0	2024 11	INV	P	123.38	081624	304178	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287290252011X080524	0	2024 11	INV	P	270.64	081624	304178	MB2016-287/WIRELESS
							394.02			
002471	CINTAS CORPORATION #	4200936417	0	2024 11	INV	P	53.98	081624	304201	SC8200044758 SANIT
002471	CINTAS CORPORATION #	4200936486	0	2024 11	INV	P	25.00	081624	304202	SC8200044758 PW UNI
002471	CINTAS CORPORATION #	4200936583	0	2024 11	INV	P	62.56	081624	304201	SC8200044758 G S &
002471	CINTAS CORPORATION #	4200936685	0	2024 11	INV	P	107.11	081624	304200	SC8200044758 HEALTH
002471	CINTAS CORPORATION #	4200936719	0	2024 11	INV	P	32.72	081624	304201	SC8200044758 PW MOP
002471	CINTAS CORPORATION #	4200936992	0	2024 11	INV	P	152.65	081624	304200	SC8200044758 SANIT
							434.02			
ACCOUNT TOTAL							828.04			
001220	612000	FREIGHT								
004354	STRIBLING EQUIPMENT	CE006225461:01	2404249	2024 10	INV	P	18.75	081624	304417	PARTS/UNIT #20072
ACCOUNT TOTAL							18.75			
001220	638400	MOTOR VEHICLE EQ. R&M								
002252	BIG IRON DIESEL REPA	BI0452	2404485	2024 11	INV	P	2,589.43	081624	304184	REPAIRS TO UNIT 160
003181	INGRAM EQUIPMENT CO	W00287	2403383	2024 10	INV	P	23,628.49	081624	304269	BREAK DOWN AND REPA
003253	JOHNNY'S WRECKER SER	47266	0	2024 10	INV	P	350.00	081624	304276	TOW UNIT 20071 TO P
003253	JOHNNY'S WRECKER SER	47292	0	2024 10	INV	P	300.00	081624	304276	PULL UNIT 20073 OU
							650.00			
004297	SOUTHERN TIRE MART (	2520160445	2404325	2024 10	INV	P	2,918.92	081624	304407	UNIT 21943 TIRE REP
004297	SOUTHERN TIRE MART (	2520160569	2404345	2024 10	INV	P	830.00	081624	304407	UNIT 20074 TIRE REP
							3,748.92			
004583	WARING OIL CO	351516	2404527	2024 11	INV	P	4,750.00	081624	304438	AW68 CHEVRON FOR S
ACCOUNT TOTAL							35,366.84			
001220	688000	TIPPING FEES								
002007	98 WASTE LLC	6239	0	2024 11	INV	P	21,000.00	081624	304156	MB2022-494 SANIT RU
002007	98 WASTE LLC	6240	0	2024 11	INV	P	6,824.00	081624	304156	MB2022-494 CODE ENF
							27,824.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
003920	PINE BELT REGIONAL S	7903			0	2024 11	INV P	44,800.87 081624	304351	MB2022-253
004030	REPUBLIC SERVICES IN	0991-000362776A			2403936	2024 11	INV P	28,184.73 081624	304374	RECYCLING-REPUBLIC
004591	WASTE MANAGEMENT OF	0014135-2526-0			0	2024 11	INV P	5,113.85 081624	304441	RUBBISH DISP. FEE-S
ACCOUNT TOTAL								105,923.45		
001220	689000									
004030	REPUBLIC SERVICES IN	0991-000362776			2403425	2024 11	INV P	1,985.54 081624	304374	RECYCLING-REPUBLIC
ACCOUNT TOTAL								1,985.54		
ORG 001220 TOTAL								159,755.69		
001250										
HEALTH DIVISION										
001250	513000									
CHEMICALS										
002484	CLARKE MOSQUITO CONT	005109950			2404117	2024 10	INV P	1,000.00 081624	304204	MOSQUITO CHEMICALS
002484	CLARKE MOSQUITO CONT	005110142			2404117	2024 11	INV P	3,000.00 081624	304204	MOSQUITO CHEMICALS
								4,000.00		
ACCOUNT TOTAL								4,000.00		
001250	575500									
AGRICLTR REPAIR PTS/SPL										
002083	ALLBRITTON CHAIN SAW	105557			2404492	2024 11	INV P	369.90 081624	304162	WEEDEATER HEADS
002304	BRACKMAN MOWER WAREH	57152			2404315	2024 10	INV P	79.00 081624	304187	PART/LAWN MOWER
003843	PARISH TRACTOR (HATT	P19095			2404501	2024 11	INV P	596.46 081624	304342	PARTS/UNIT #16723 &
003916	PINE BELT INDUSTRIAL	072524			2404206	2024 10	INV P	106.40 081624	304350	BEARING/MOWERS
ACCOUNT TOTAL								1,151.76		
ORG 001250 TOTAL								5,151.76		
001260										
ANIMAL CONTROL										
001260	742000									
PICK UP TRUCKS										
004466	TRUCKS PLUS AUTO ACC	47554			2403763	2024 11	INV P	449.00 081624	304428	TOOL BOX FOR UNIT#2
004466	TRUCKS PLUS AUTO ACC	47576			2403849	2024 11	INV P	419.00 081624	304428	TRAIL FX FOR UNIT#
								868.00		
ACCOUNT TOTAL								868.00		
ORG 001260 TOTAL								868.00		
001280										
HUMAN/SOC.ASST										
001280	604900									
OTHER PROFESSIONAL SERV.										
003331	KINSEY WELDING	5072			0	2024 11	INV P	350.00 081624	304281	BUILD/INSTALL DRAIN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
048836	PAYTON, RAY A.	288	0	2024 11	INV	P	2,300.00	081624	304344	WEEKLY MAINTENANCE	
048966	MARTINEZ DAVID J	139	0	2024 11	INV	P	5,000.00	081624	304298	WEEKLY MAINTENANCE	
048966	MARTINEZ DAVID J	140	0	2024 11	INV	P	1,400.00	081624	304298	WEEKLY MAINTENANCE	
048966	MARTINEZ DAVID J	141	0	2024 11	INV	P	1,000.00	081624	304298	WEEKLY MAINTENANCE	
							7,400.00				
ACCOUNT TOTAL							10,050.00				
ORG 001280 TOTAL							10,050.00				
001402 ECONOMIC DEV.											
001402 604900 OTHER PROFESSIONAL SERV.											
003764	NEEL-SCHAFFER INC	1098333	0	2024 11	INV	P	2,000.00	081624	304334	MB 2011-4/307 GORDO	
003764	NEEL-SCHAFFER INC	1098344	0	2024 11	INV	P	27,807.59	081624	304334	MB 2021-454 EDWARDS	
003764	NEEL-SCHAFFER INC	1098345	0	2024 11	INV	P	1,663.60	081624	304334	MB 2022-29 16TH AVE	
003764	NEEL-SCHAFFER INC	1098347	0	2024 11	INV	P	5,123.72	081624	304334	MB 2011-4/307 TATUM	
003764	NEEL-SCHAFFER INC	1098353	0	2024 11	INV	P	7,090.36	081624	304334	MB 2022-492 HIGHWAY	
003764	NEEL-SCHAFFER INC	1098354	0	2024 11	INV	P	6,864.40	081624	304334	MB 2022-491 HWY 49	
003764	NEEL-SCHAFFER INC	1098369	0	2024 11	INV	P	29,100.00	081624	304334	MB 2011-4/307 DOLEA	
							79,649.67				
ACCOUNT TOTAL							79,649.67				
001402 729524 TIMBERTON PARK-FEMA											
050855	CULPEPPER CONSTRUCTI	TIMBERTONPAYAPP#2	0	2024 11	INV	P	281,379.98	081624	304215	TIMBERTON COMPLEX F	
ACCOUNT TOTAL							281,379.98				
001402 729551 HWY11 VETERANS BLVD LIGHTING											
003764	NEEL-SCHAFFER INC	1098346	0	2024 11	INV	P	5,161.04	081624	304334	MB 2021-500 HIGHWAY	
ACCOUNT TOTAL							5,161.04				
ORG 001402 TOTAL							366,190.69				
001551 AIRPORT DIV.											
001551 630000 GAS											
004321	SPIRE	G2024 AUGUST 05	0	2024 11	INV	P	41.66	081624	304412	SPIRE-VARIOUS DEPAR	
ACCOUNT TOTAL							41.66				
001551 630500 ELECTRICITY											
003700	MS POWER COMPANY	E2024 AUG 09	0	2024 11	INV	P	1,613.12	081624	304326	MISSISSIPPI POWER C	
ACCOUNT TOTAL							1,613.12				
ORG 001551 TOTAL							1,654.78				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001553				CEMETERY DIV							
001553	501000			OTHER EXPENDABLE OFF.SPL		2024	10	INV P	29.49	081624	304222 PETTY CASH 5/2024
002709	EATON, ALVIN K (PETT PC 5/2024				0						
				ACCOUNT TOTAL					29.49		
001553	502000			MINOR OFFICE EQUIP/FURN.		2024	10	INV P	38.75	081624	304339 MONTHLY MAINTANCE C
003825	OWENS BUSINESS MACHI 495613				0						
				ACCOUNT TOTAL					38.75		
001553	546000			MINOR EQUIPMENT		2024	10	INV P	49.83	081624	304222 PETTY CASH 5/2024
002709	EATON, ALVIN K (PETT PC 5/2024				0				2.00	081624	304222 PETTY CASH 6/2024
002709	EATON, ALVIN K (PETT PC 6/2024				0						
									51.83		
				ACCOUNT TOTAL					51.83		
001553	560000			BUILDING MATERIALS & SPL		2024	10	INV P	6.00	081624	304222 PETTY CASH 6/2024
002709	EATON, ALVIN K (PETT PC 6/2024				0						
				ACCOUNT TOTAL					6.00		
001553	570000			MTR VEHICLE REP. PTS/SPL		2024	11	INV P	259.60	081624	304178 MB2016-287/WIRELESS
002160	AT&T MOBILITY	28730892562X080524			0						
002709	EATON, ALVIN K (PETT PC 5/2024				0	2024	10	INV P	31.22	081624	304222 PETTY CASH 5/2024
002709	EATON, ALVIN K (PETT PC 6/2024				0	2024	10	INV P	18.51	081624	304222 PETTY CASH 6/2024
									49.73		
003961	POWER HOUSE TOOLS &	220000025114			2404255	2024	11	INV P	441.50	081624	304358 MOTOR VEHICLE REPAI
048827	CARQUEST	14758-39785			2404495	2024	11	INV P	37.66	081624	304197 MISCELLANEOUS REPAI
050509	HINTON, ANTHONY M	600			0	2024	11	INV P	600.00	081624	304261 REPAIRS TO UNIT#211
				ACCOUNT TOTAL					1,388.49		
001553	575000			COMMUNICATION REPAIR PTS		2024	10	INV P	21.32	081624	304222 PETTY CASH 6/2024
002709	EATON, ALVIN K (PETT PC 6/2024				0						
				ACCOUNT TOTAL					21.32		
001553	575500			AGRICLTRL REPAIR PTS/SPL		2024	11	INV P	182.08	081624	304162 CHAINSAW REPAIR (U
002083	ALLBRITTON CHAIN SAW 17681				2403287						
004499	UNDERWOOD OUTDOOR PO 134757				2404353	2024	11	INV P	52.30	081624	304431 POLE SAW REPAIR MAI
				ACCOUNT TOTAL					234.38		

YEAR/PERIOD: 2024/10 TO 2024/11									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
001553	604900								
003634	MOLLY MAID	0824	0	OTHER PROFESSIONAL SERV.					
				2024 10 INV P		415.00	081624	304310	FILE# 2023-723 (10/
				ACCOUNT TOTAL		415.00			
001553	606000								
002160	AT&T MOBILITY	287273578351x080824	0	TELEPHONE AND TELEGRAPH					
				2024 11 INV P		58.69	081624	304178	MB#2016-287/WIRELES
				ACCOUNT TOTAL		58.69			
001553	630000								
004321	SPIRE	G2024 AUGUST 05	0	GAS					
				2024 11 INV P		23.20	081624	304412	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL		23.20			
001553	630500								
003873	PEARL RIVER VALLEY E	2024-08.02	0	ELECTRICITY					
				2024 11 INV P		40.28	081624	304346	PEARL RIVER VALLEY
				ACCOUNT TOTAL		40.28			
001553	636500								
004017	REGIONS CARDHOLDER S	4341-07/31/24	0	OFFICE EQUIPMENT R&M					
				2024 11 INV P		143.93	081624	304369	4341-07/31/24 REGIO
				ACCOUNT TOTAL		143.93			
001553	638000								
004017	REGIONS CARDHOLDER S	1286-07/31/24	0	FIXED EQUIPMENT R&M					
				2024 11 INV P		178.78	081624	304369	1286-07/31/24 REGIO
				ACCOUNT TOTAL		178.78			
001553	638400								
002083	ALLBRITTON CHAIN SAW	18457	2404466	MOTOR VEHICLE EQ. R&M					
				2024 11 INV P		1,257.55	081624	304162	MOTOR VECHILE EQUIP
003898	PHILLIPS CAR CARE CE	01230	2404476	2024 11 INV P		425.00	081624	304347	MOTOR VEHICLE REPAI
				ACCOUNT TOTAL		1,682.55			
001553	638700								
002304	BRACKMAN MOWER WAREH	57651	2404482	AGRICULTURAL EQ. R&M					
				2024 11 INV P		56.00	081624	304187	CHAIN SAW CHAINS (U
003034	HATTIESBURG HYDRAULI	106653	2404496	2024 11 INV P		66.48	081624	304255	HOSE REPLACE FOR BO
				ACCOUNT TOTAL		122.48			
001553	639400								
003040	HAVARD PEST CONTROL	2318721	0	DISINFECT./EXTERMINATION					
				2024 11 INV P		40.00	081624	304257	HAVARD
003040	HAVARD PEST CONTROL	2318722	0	2024 11 INV P		60.00	081624	304256	HAVARD
						100.00			
				ACCOUNT TOTAL		100.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION	
001553	639800											
003253	JOHNNY'S WRECKER SER 47054			0	TOW	IN CHARGES						
					2024	11	INV	P	350.00	081624	304276 TOW CHARGES UBIT #2	
					ACCOUNT TOTAL				350.00			
001553	639900											
050407	SPF WINDOW FILMS	441950589		2404399	OTHER REPAIRS AND MAINT.	2024	11	INV	P	140.00	081624	304411 CEMETERY SIGN
					ACCOUNT TOTAL				140.00			
001553	643000											
002471	CINTAS CORPORATION # 4200939481			0	UNIFORM RENT	2024	11	INV	P	100.76	081624	304200 ST CONT# 8200044758
					ACCOUNT TOTAL				100.76			
001553	643500											
002471	CINTAS CORPORATION # 4200221434			0	MOP-MAT-RAG RENT	2024	10	INV	P	33.37	081624	304201 ST CONT# 8200044758
002471	CINTAS CORPORATION # 4200939444			0		2024	11	INV	P	33.37	081624	304201 ST CONT# 8200044758
									66.74			
					ACCOUNT TOTAL				66.74			
					ORG 001553	TOTAL			5,192.67			
FUND 001 General Fund					TOTAL:		974,710.17					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	501000			OTHER EXPENDABLE OFF.SPL							
004017	REGIONS CARDHOLDER S	4341-07/31/24	0	2024 11 INV P					42.78 081624	304369	4341-07/31/24 REGIO
				ACCOUNT TOTAL					42.78		
002300	510000			CLEANING/JANITORIAL SPLY							
003810	OFFICE PRODUCTS PLUS 1065010-0		2404398	2024 11 INV P					143.15 081624	304337	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS 1065010-1		2404398	2024 11 INV P					82.08 081624	304337	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS 1065679-0		2404500	2024 11 INV P					56.23 081624	304337	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS 10656791		2404500	2024 11 INV P					47.05 081624	304337	JANITORAL SUPPLIES
									328.51		
048909	BRADY COMPANIES, LLC	9108742	2404095	2024 11 INV P					136.36 081624	304188	CLEANING SUPPLIES
				ACCOUNT TOTAL					464.87		
002300	513000			CHEMICALS							
048850	RED RIVER SPECIALTIE	851305	2404388	2024 11 INV P					1,156.87 081624	304367	CHEMICALS
049595	SITEONE LANDSCAPE	144306436-001	2404244	2024 11 INV P					2,702.04 081624	304393	CHEMICALS FOR ATHLE
				ACCOUNT TOTAL					3,858.91		
002300	541500			SAND,CLAY,GRVL,FILL DIRT							
002359	BURGE EXCAVATING & G	2157	2404202	2024 10 INV P					4,020.00 081624	304190	SAND FOR FIELDS AT
				ACCOUNT TOTAL					4,020.00		
002300	544000			HORT./LANDSCAPING SPLY.							
004279	SOUTHERN MS PINE STR	14623	2404428	2024 11 INV P					202.50 081624	304403	PINE STRAW FOR GROU
				ACCOUNT TOTAL					202.50		
002300	546000			MINOR EQUIPMENT							
002083	ALLBRITTON CHAIN SAW	17744	2403113	2024 10 INV P					24.99 081624	304162	PR GROUNDS-SUPPLIES
004017	REGIONS CARDHOLDER S	2080-07/31/24	0	2024 11 INV P					279.99 081624	304369	2080-07/31/24 REGIO
				ACCOUNT TOTAL					304.98		
002300	551000			RECREATIONAL SUPPLIES							
002083	ALLBRITTON CHAIN SAW	105660	2404566	2024 11 INV P					7.63 081624	304162	SHOP SUPPLIES
002492	CLEMTS HARDWARE	132350	2403992	2024 11 INV P					109.52 081624	304205	SHOP SUPPLIES
004043	RICHARDSON ATHLETICS	42494	2402694	2024 11 INV P					7,595.00 081624	304375	PR MOUND/JAYCEE PAR
050840	PACWEST TOOL	8420	2403920	2024 11 INV P					718.20 081624	304341	CREW SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							8,430.35		
OTHER OPERATING MATL/SPLY									
002300	559000								
002083	ALLBRITTON CHAIN SAW	17393	2403071	2024 10	INV	P	134.64 081624	304162	PR GROUNDS-TRIMMER
002714	ECONOMY SUPPLY CO	127616	2404383	2024 11	INV	P	105.70 081624	304224	TATUM PARK SUPPLIES
004256	SOLAR SUPPLY INC	3481677	2404468	2024 11	INV	P	29.02 081624	304396	A/C REPAIR PARTS TA
ACCOUNT TOTAL							269.36		
BUILDING MATERIALS & SPLY									
002300	560000								
002492	CLEMTS HARDWARE	132421	2404252	2024 11	INV	P	87.92 081624	304205	BULBS FOR TATUM
002714	ECONOMY SUPPLY CO	114746	2401467	2024 11	INV	P	132.49 081624	304224	MATERIAL NOT TO EXC
002714	ECONOMY SUPPLY CO	117473	2402034	2024 11	INV	P	786.15 081624	304224	CARPENTRY REPAIRS A
002714	ECONOMY SUPPLY CO	117474	2402035	2024 11	INV	P	1,518.99 081624	304224	ROOF REPLACEMENT ON
002714	ECONOMY SUPPLY CO	118358	2402034	2024 11	INV	P	164.00 081624	304224	CARPENTRY REPAIRS A
002714	ECONOMY SUPPLY CO	125426	2401467	2024 11	INV	P	116.01 081624	304224	MATERIAL NOT TO EXC
							2,717.64		
ACCOUNT TOTAL							2,805.56		
ELECTRICAL SUPPLIES									
002300	560500								
002883	GARNER LUMLEY ELECTR	611809	2404469	2024 11	INV	P	90.45 081624	304244	A/C REPAIR PARTS TA
ACCOUNT TOTAL							90.45		
PLUMBING SUPPLIES									
002300	561000								
003543	MCELHANEY PLUMBING I	304682	2404297	2024 10	INV	P	7.90 081624	304301	TATUM WATER FOUNTAI
003543	MCELHANEY PLUMBING I	304748	2404329	2024 11	INV	P	33.90 081624	304301	SAN ANTONIO BATHROO
							41.80		
ACCOUNT TOTAL							41.80		
MTR VEHICLE REP. PTS/SPL									
002300	570000								
002083	ALLBRITTON CHAIN SAW	17354	2403120	2024 10	INV	P	267.65 081624	304162	PR GROUNDS-MOWER SU
002160	AT&T MOBILITY	28730892562X080524	0	2024 11	INV	P	47.20 081624	304178	MB2016-287/WIRELESS
002304	BRACKMAN MOWER WAREH	57151	2404314	2024 11	INV	P	115.99 081624	304187	SHOP SUPPLIES
002304	BRACKMAN MOWER WAREH	57153	2404343	2024 11	INV	P	131.94 081624	304187	SHOP SUPPLIES
002304	BRACKMAN MOWER WAREH	57154	2404346	2024 11	INV	P	29.00 081624	304187	MOWER PARTS
002304	BRACKMAN MOWER WAREH	57155	2404348	2024 11	INV	P	16.00 081624	304187	MOWER PARTS
							292.93		
002492	CLEMTS HARDWARE	132438	2404298	2024 10	INV	P	36.89 081624	304205	SHOP SUPPLIES
002492	CLEMTS HARDWARE	132439	2404296	2024 10	INV	P	48.93 081624	304205	SHOP SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
						85.82		
003380 LANCASTER'S MACHINE	025755		2403803	2024 10	INV P	145.00 081624	304284	MOWER REPAIR UNIT 2
048827 CARQUEST	14758-39509		2404347	2024 10	INV P	8.09 081624	304197	SHOP SUPPLIES
048827 CARQUEST	14758-39510		2404341	2024 10	INV P	35.38 081624	304197	SHOP SUPPLIES
048827 CARQUEST	14758-39556		2404367	2024 11	INV P	10.88 081624	304197	SHOP SUPPLIES
048827 CARQUEST	14758-39563		2404380	2024 11	INV P	73.57 081624	304197	MOTOR VEHICLE PARTS
048827 CARQUEST	14758-39564		2404378	2024 11	INV P	9.99 081624	304197	MOTOR VEHICLE PARTS
048827 CARQUEST	14758-39725		2404447	2024 11	INV P	139.98 081624	304197	SHOP SUPPLIES
						277.89		
					ACCOUNT TOTAL	1,116.49		
002300 575500					AGRICLTR REPAIR PTS/SPL			
048827 CARQUEST	14758-39495		2404334	2024 10	INV P	15.96 081624	304197	MOWER PARTS
					ACCOUNT TOTAL	15.96		
002300 604900					OTHER PROFESSIONAL SERV.			
002275 BLUE DOLPHIN POOLS	48874	0		2024 11	INV P	840.00 081624	304185	SERV FOR VETERANS/C
002275 BLUE DOLPHIN POOLS	49392	0		2024 11	INV P	870.67 081624	304185	SERV FOR VETERANS/C
002275 BLUE DOLPHIN POOLS	49682	0		2024 11	INV P	840.00 081624	304185	SERV FOR VETERANS/C
						2,550.67		
					ACCOUNT TOTAL	2,550.67		
002300 606000					TELEPHONE AND TELEGRAPH			
002160 AT&T MOBILITY	287273578351X080824	0		2024 11	INV P	113.38 081624	304178	MB#2016-287/WIRELES
					ACCOUNT TOTAL	113.38		
002300 612000					FREIGHT			
004043 RICHARDSON ATHLETICS	42494		2402694	2024 11	INV P	1,842.79 081624	304375	PR MOUND/JAYCEE PAR
047043 PORTABLE TOILETS	110281		2403496	2024 11	INV P	31.90 081624	304356	PORTABLES FOR TATUM
					ACCOUNT TOTAL	1,874.69		
002300 630500					ELECTRICITY			
003700 MS POWER COMPANY	E2024-31 JAN 2024	0		2024 11	INV P	52.80 081624	304319	MISSISSIPPI POWER-V
					ACCOUNT TOTAL	52.80		
002300 635700					PLUMBING EQUIPMENT R&M			
002100 AMERICAN AIR SPECIAL	124883		2404461	2024 11	INV P	629.07 081624	304166	REPLACE/REPAIR CHAI
					ACCOUNT TOTAL	629.07		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
002300	636000	STREETS & STRUCTURES R&M										
002359	BURGE EXCAVATING & G	2161	2404407	2024 11	INV P		2,000.00	081624		304190	CRUSHED ROCK FOR TA	
003764	NEEL-SCHAFFER INC	1098367	0	2024 11	INV P		16,971.42	081624		304334	MB 2022-102 TIMBERT	
ACCOUNT TOTAL							18,971.42					
002300	638400	MOTOR VEHICLE EQ. R&M										
004576	WALT MASSEY CHEVROLE	439389	2404569	2024 11	INV P		718.92	081624		304437	TRUCK MAINT UNIT #1	
048827	CARQUEST	14758-39726	2404446	2024 11	INV P		218.03	081624		304197	TRUCK MAINT UNIT# 2	
ACCOUNT TOTAL							936.95					
002300	638700	AGRICULTURAL EQ. R&M										
002083	ALLBRITTON CHAIN SAW	18414	2404397	2024 11	INV P		172.53	081624		304162	TRUCK MAINT UNIT #2	
002083	ALLBRITTON CHAIN SAW	18422	2404396	2024 11	INV P		117.01	081624		304162	TRUCK MAINT UNIT 18	
							289.54					
002304	BRACKMAN MOWER WAREH	56908	2404303	2024 10	INV P		168.53	081624		304187	MOWER REPAIR UNIT#2	
002304	BRACKMAN MOWER WAREH	56909	2404302	2024 10	INV P		138.36	081624		304187	MOWER REPAIR UNIT#2	
002304	BRACKMAN MOWER WAREH	56930	2404309	2024 10	INV P		976.79	081624		304187	MOWER REPAIR UNIT#2	
002304	BRACKMAN MOWER WAREH	56931	2404308	2024 10	INV P		323.51	081624		304187	MOWER REPAIR UNIT#2	
002304	BRACKMAN MOWER WAREH	56932	2404307	2024 10	INV P		226.25	081624		304187	MOWER REPAIR UNIT#2	
002304	BRACKMAN MOWER WAREH	57961	2404532	2024 11	INV P		125.36	081624		304187	MOWER PARTS	
							1,958.80					
ACCOUNT TOTAL							2,248.34					
002300	639800	TOW IN CHARGES										
003869	PEANUTS TOWING SERVI	104405	0	2024 11	INV P		150.00	081624		304345	PR GROUNDS- TRACTOR	
ACCOUNT TOTAL							150.00					
002300	644900	OTHER RENT										
002471	CINTAS CORPORATION #	4200683076	0	2024 11	INV P		38.27	081624		304201	PR GROUNDS MAT RENT	
002471	CINTAS CORPORATION #	4200683418	0	2024 11	INV P		269.46	081624		304200	PR GROUNDS UNIFORM	
002471	CINTAS CORPORATION #	4201402909	0	2024 11	INV P		38.27	081624		304201	PR GROUNDS MAT RENT	
002471	CINTAS CORPORATION #	4201403115	0	2024 11	INV P		269.46	081624		304200	PR GROUNDS UNIFORM	
002471	CINTAS CORPORATION #	5223033738	0	2024 10	INV P		238.94	081624		304200	PR GROUNDS MEDICAL	
							854.40					
004281	SOUTHERN ON SITE STO	110280	2402610	2024 11	INV P		1,951.00	081624		304404	PR TSP TWO QUOTE PO	
004281	SOUTHERN ON SITE STO	110284	0	2024 11	INV P		1,590.00	081624		304404	PR TATUM SOCCER-POR	
							3,541.00					
047043	PORTABLE TOILETS	110078	2403820	2024 11	INV P		1,815.00	081624		304356	PORTABLES FOR CHAIN	
047043	PORTABLE TOILETS	110281	2403496	2024 11	INV P		328.10	081624		304356	PORTABLES FOR TATUM	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR								
047043	PORTABLE TOILETS	110282	0	2024 11	INV P	222.50 081624	304356	PORTABLES TOILETS F
						2,365.60		
					ACCOUNT TOTAL	6,761.00		
002300	687000				CUSTODIAL SERVICE			
002037	AB SUPPORT SERVICES	3B2021	2400345	2024 10	INV P	466.00 081624	304158	TWO-QUOTE JANITORIA
					ACCOUNT TOTAL	466.00		
002300	699900				SERVICES NOT SPECIFIED			
002777	FAGAN TREE AND SPRAY	INV 4334	0	2024 11	INV P	150.00 081624	304234	LABOR SPRAYING WEED
003869	PEANUTS TOWING SERVI	104805	0	2024 11	INV P	150.00 081624	304345	TOWING UNIT 21622 F
047187	FOUR SEASONS LAWN	18788	0	2024 11	INV P	530.00 081624	304239	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	18863	0	2024 11	INV P	500.00 081624	304239	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	18895	0	2024 11	INV P	650.00 081624	304239	LAWN MAINTENANCE LA
047187	FOUR SEASONS LAWN	18985	0	2024 11	INV P	325.00 081624	304239	LAWN MAINTENANCE LA
						2,005.00		
050462	SHADE LANDSCAPE	2041	0	2024 10	INV P	1,000.00 081624	304388	JULY MONTHLY LANDSC
					ACCOUNT TOTAL	3,305.00		
002300	729549				TATUM PARK/DIXIE YOUTH			
002714	ECONOMY SUPPLY CO	127213	2404280	2024 10	INV P	245.75 081624	304224	TATUM PARK CONCESSI
002714	ECONOMY SUPPLY CO	127454	2404317	2024 10	INV P	310.20 081624	304224	CONSTRUCTION MATERI
002714	ECONOMY SUPPLY CO	127455	2404320	2024 11	INV P	164.50 081624	304224	CONSTRUCTION MATERI
002714	ECONOMY SUPPLY CO	127909	2404400	2024 11	INV P	40.50 081624	304224	TATUM PAVILION REPA
						760.95		
004256	SOLAR SUPPLY INC	3481744	2404491	2024 11	INV P	80.56 081624	304397	TATUM PARK A/C REPA
004256	SOLAR SUPPLY INC	3481763	2404497	2024 11	INV P	183.64 081624	304397	AC INSTALLMENT MATE
004256	SOLAR SUPPLY INC	3481938	2404539	2024 11	INV P	404.45 081624	304397	TATUM PARK ICE MACH
						668.65		
					ACCOUNT TOTAL	1,429.60		
002300	729599				MISC.OTHER IMPROVEMENTS			
004017	REGIONS CARDHOLDER S	6566-07/31/24	0	2024 11	INV P	1,014.80 081624	304369	6566-07/31/24 REGIO
					ACCOUNT TOTAL	1,014.80		
					ORG 002300 TOTAL	62,167.73		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
002315				PKS/REC-REC.ADMIN/COM.REL.						
002315	551000			RECREATIONAL SUPPLIES						
003937	PLAY IT AGAIN SPORTS	001976	2404212	2024 11	INV P	9,135.00	081624			304353 FOOTBALL UNIFORM 2
003937	PLAY IT AGAIN SPORTS	001977	2404264	2024 11	INV P	504.00	081624			304353 YOUTH FOOTBALL JERS
003937	PLAY IT AGAIN SPORTS	001982	2404454	2024 11	INV P	3,762.00	081624			304353 YOUTH CHEER UNIFORM
						13,401.00				
004017	REGIONS CARDHOLDER S	4341-07/31/24	0	2024 11	INV P	3,362.28	081624			304369 4341-07/31/24 REGIO
004017	REGIONS CARDHOLDER S	6566-07/31/24	0	2024 11	INV P	424.52	081624			304369 6566-07/31/24 REGIO
						3,786.80				
				ACCOUNT TOTAL		17,187.80				
002315	551001			RECREATIONAL SUPP-ARTS CENTER						
004017	REGIONS CARDHOLDER S	2080-07/31/24	0	2024 11	INV P	747.96	081624			304369 2080-07/31/24 REGIO
				ACCOUNT TOTAL		747.96				
002315	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	28730892562X080524	0	2024 11	INV P	495.00	081624			304178 MB2016-287/WIRELESS
				ACCOUNT TOTAL		495.00				
002315	603400			OFFICIALS						
003313	KETTLEY, ANNETTE	AKETTLEY80524	0	2024 11	INV P	30.00	081624			304280 SOFTBALL OFFICIAL A
003958	POWELL, RANDY	RPOWELL80524	0	2024 11	INV P	45.00	081624			304357 SOFTBALL OFFICIAL A
004221	SMITH, CARLTON L	CSMITH718	0	2024 10	INV P	75.00	081624			304394 SOFTBALL OFFICIALS
004460	TROTTER, COREY	CTROTTER2024	0	2024 11	INV P	252.00	081624			304426 2024 SEASON UMPIRE
004460	TROTTER, COREY	CTROTTER718	0	2024 10	INV P	75.00	081624			304426 SOFTBALL OFFICIALS
004460	TROTTER, COREY	CTROTTER80524	0	2024 11	INV P	75.00	081624			304426 SOFTBALL OFFICIAL A
						402.00				
047595	MARTIN DERRICAS	DMARTIN708	0	2024 10	INV P	200.00	081624			304297 ADULT SOFTBALL OFFI
047595	MARTIN DERRICAS	DMARTIN718	0	2024 10	INV P	75.00	081624			304297 SOFTBALL OFFICIAL J
						275.00				
048772	LEE ANTHONY	ALEE718	0	2024 10	INV P	75.00	081624			304287 SOFTBALL OFFICIALS
050828	CHRISTY M WILLIAMS	CWILLIAMS80524	0	2024 11	INV P	75.00	081624			304199 SOFTBALL OFFICIAL A
				ACCOUNT TOTAL		977.00				
002315	604900			OTHER PROFESSIONAL SERV.						
002275	BLUE DOLPHIN POOLS	48353	0	2024 11	INV P	840.00	081624			304185 SERV FOR VETERANS/C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002275	BLUE DOLPHIN POOLS	48594	0	2024 11	INV	P	840.00	081624	304185	SERV FOR VETERANS/C
							1,680.00			
002540	CONNER, TOBARRA	TCONNER718	0	2024 10	INV	P	20.00	081624	304210	SOFTBALL PRO SERV J
002965	GUTHRIE, JONI S	JGUTHRIE0801	0	2024 11	INV	P	120.00	081624	304253	LOW IMPACT AEROBICS
003313	KETTLEY, ANNETTE	AKETTLEY718	0	2024 10	INV	P	30.00	081624	304280	SOFTBALL PRO SERVIC
003958	POWELL, RANDY	RPOWELL718	0	2024 10	INV	P	60.00	081624	304357	SOFTBALL PRO SERVIC
047971	BRETT CUMMINS	BCUMMINS615	0	2024 10	INV	P	250.00	081624	304189	ADULT WATER PRO SER
047971	BRETT CUMMINS	BCUMMINS629	0	2024 10	INV	P	100.00	081624	304189	ADULT WATERCOLOR CL
047971	BRETT CUMMINS	BCUMMINS724	0	2024 10	INV	P	250.00	081624	304189	ADULT WATERCOLOR PR
							600.00			
049972	SAMMY CURTIS GRAHAM	0098	0	2024 11	INV	P	2,937.00	081624	304385	LABOR ONLY FOR ROY/
050100	P.A.S.S. SECURITY LL	001053	0	2024 11	INV	P	575.00	081624	304340	ADULT SUMMER SOFTBA
ACCOUNT TOTAL							6,022.00			
002315	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X080824	0	2024 11	INV	P	113.38	081624	304178	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X080524	0	2024 11	INV	P	9.41	081624	304178	MB2016-287/WIRELESS
002160	AT&T MOBILITY	287290252011X080524	0	2024 11	INV	P	214.77	081624	304178	MB2016-287/WIRELESS
							337.56			
ACCOUNT TOTAL							337.56			
002315	630000			GAS						
004321	SPIRE	G2024 AUGUST 05	0	2024 11	INV	P	20.00	081624	304412	SPIRE-VARIOUS DEPAR
ACCOUNT TOTAL							20.00			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024 AUG 09	0	2024 11	INV	P	4,446.96	081624	304326	MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024 AUGUST 01	0	2024 11	INV	P	196.25	081624	304321	MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024-31 JAN 2024	0	2024 11	INV	P	1,945.24	081624	304319	MISSISSIPPI POWER-V
							6,588.45			
ACCOUNT TOTAL							6,588.45			
002315	639400			DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2318694	0	2024 11	INV	P	48.00	081624	304256	HAVARD
003040	HAVARD PEST CONTROL	2318696	0	2024 11	INV	P	125.00	081624	304256	HAVARD
003040	HAVARD PEST CONTROL	2318700	0	2024 11	INV	P	48.00	081624	304257	HAVARD

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							221.00		
						ACCOUNT TOTAL	221.00		
						ORG 002315 TOTAL	32,596.77		
FUND 002	PARKS & RECREATION FUND					TOTAL:	94,764.50		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
009660	W&S O&M-CUSTOMER ACCT. DIV.									
009660	502000	MINOR OFFICE EQUIP/FURN.								
002920	GRAINGER	9177497394	2404004	2024	11	INV P	298.52	081624	304250	MINOR OFFICE EQUIPM
002920	GRAINGER	9193785483	2404004	2024	11	INV P	35.06	081624	304250	MINOR OFFICE EQUIPM
							333.58			
ACCOUNT TOTAL							333.58			
009660	545000	HAND TOOLS								
003941	POLLARD WATER.COM-EA	0268058	2404304	2024	11	INV P	827.73	081624	304354	HAND TOOLS WATER BI
003941	POLLARD WATER.COM-EA	0268058-1	2404304	2024	11	INV P	61.68	081624	304354	HAND TOOLS WATER BI
							889.41			
ACCOUNT TOTAL							889.41			
009660	546000	MINOR EQUIPMENT								
003941	POLLARD WATER.COM-EA	0266559	2403822	2024	11	INV P	1,439.04	081624	304354	MINOR EQUIPMENT WAT
ACCOUNT TOTAL							1,439.04			
009660	546700	METER LOCKS								
003941	POLLARD WATER.COM-EA	0268058	2404304	2024	11	INV P	244.20	081624	304354	HAND TOOLS WATER BI
ACCOUNT TOTAL							244.20			
009660	559000	OTHER OPERATING MATL/SPLY								
003790	NORLAB INC	88725	2403695	2024	11	INV P	608.00	081624	304336	DYE STRIPS WATER BI
ACCOUNT TOTAL							608.00			
009660	601000	AUDITING AND ACCOUNTING								
004442	TMH	236645	0	2024	11	INV P	6,075.00	081624	304421	FINAL BILLING FOR F
ACCOUNT TOTAL							6,075.00			
009660	604900	OTHER PROFESSIONAL SERV.								
002146	ARNOLD LINE WATER AS	107	0	2024	11	INV P	2,000.00	081624	304171	MB 2021-161 PAYMENT
002146	ARNOLD LINE WATER AS	202	0	2024	11	INV P	405.00	081624	304171	METER READS APRIL M
002146	ARNOLD LINE WATER AS	203	0	2024	11	INV P	405.00	081624	304171	METER READS JULY AU
							2,810.00			
002181	BADGER METER INC	80167232	0	2024	11	INV P	6,142.13	081624	304182	MB 2018-832 BEACON
002565	COURTESY MOTORS INC	RO 350256	2404160	2024	11	INV P	3,024.88	081624	304214	REPAIR TO UNIT 2188
002665	DIXIE COMMUNITY UTIL	DX 071121	0	2024	11	INV P	421.50	081624	304219	SEWER READS FOR WAT
002665	DIXIE COMMUNITY UTIL	DX 080624	0	2024	11	INV P	421.50	081624	304219	METER READS JULY 20

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
							843.00				
002905	GILLILANDS ELECTRONI	14894	0	2024 11	INV	P	120.00	081624	304247	PDK CLOUD HOSTING F	
003476	MAACO COLLISION REPA	29506	2403632	2024 11	INV	P	5,294.21	081624	304294	REPAIR TO UNIT 1975	
004003	RAWLS SPRINGS UTILIT	RS072024	0	2024 11	INV	P	935.00	081624	304366	SEWER READS FOR WAT	
004199	SHRED IT	8007522622	2403646	2024 11	INV	P	575.94	081624	304390	SHREDDING DOCUMENTS	
004514	UNIVERSITY TIRE & SE	INV239685	2404269	2024 11	INV	P	682.91	081624	304434	TIRES FOR UNIT 2141	
ACCOUNT TOTAL							20,428.07				
009660	606000	TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351x080824	0	2024 11	INV	P	175.00	081624	304178	MB#2016-287/WIRELES	
002160	AT&T MOBILITY	287290252011x080524	0	2024 11	INV	P	40.23	081624	304178	MB2016-287/WIRELESS	
							215.23				
ACCOUNT TOTAL							215.23				
009660	612000	FREIGHT									
003790	NORLAB INC	88725	2403695	2024 11	INV	P	26.00	081624	304336	DYE STRIPS WATER BI	
003941	POLLARD WATER.COM-EA	0266559	2403822	2024 11	INV	P	20.59	081624	304354	MINOR EQUIPMENT WAT	
003941	POLLARD WATER.COM-EA	0268058	2404304	2024 11	INV	P	79.20	081624	304354	HAND TOOLS WATER BI	
							99.79				
ACCOUNT TOTAL							125.79				
009660	630500	ELECTRICITY									
003700	MS POWER COMPANY	E2024 AUG 09	0	2024 11	INV	P	912.65	081624	304326	MISSISSIPPI POWER C	
ACCOUNT TOTAL							912.65				
009660	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4199510209	0	2024 11	INV	P	42.05	081624	304201	STATE CONTRACT 8200	
002471	CINTAS CORPORATION #	4200220728	0	2024 11	INV	P	47.72	081624	304201	STATE CONTRACT 8200	
002471	CINTAS CORPORATION #	4200938489	0	2024 11	INV	P	90.34	081624	304200	STATE CONTRACT 8200	
							180.11				
ACCOUNT TOTAL							180.11				
ORG 009660 TOTAL							31,451.08				
009672	W&S O&M-WATER TRANSMISSION DIV										
009672	561000	PLUMBING SUPPLIES									
004284	SOUTHERN PIPE & SUPP	9914228-00	2404422	2024 11	INV	P	130.76	081624	304406	WAREHOUSE STOCK FOR	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									130.76		
ORG 009672 TOTAL									130.76		
009673 W&S O&M-WATER PLANT DIVISION											
009673 501000 OTHER EXPENDABLE OFF.SPL											
002527 COMMERCIAL STATIONER 480762-0				2404127	2024	11	INV	P	15.84	081624	304208 RECEIPT BOOKS FOR S
003772 NEWELL PAPER COMPANY 17030934				2403781	2024	11	INV	P	576.60	081624	304335 PAPER GOODS FOR WAT
ACCOUNT TOTAL									592.44		
009673 513000 CHEMICALS											
002094 ALLIED UNIVERSAL COR I2955814				2404141	2024	10	INV	P	10,600.00	081624	304163 CHLORINE & SULFUR D
002094 ALLIED UNIVERSAL COR I2955815				2404141	2024	10	INV	P	10,600.00	081624	304163 CHLORINE & SULFUR D
002094 ALLIED UNIVERSAL COR I2955822				2404141	2024	10	INV	P	5,300.00	081624	304163 CHLORINE & SULFUR D
002094 ALLIED UNIVERSAL COR I2959188				2404373	2024	11	INV	P	1,379.00	081624	304163 150lb CHLORINE FOR
002094 ALLIED UNIVERSAL COR I2959189				2404373	2024	11	INV	P	1,379.00	081624	304163 150lb CHLORINE FOR
002094 ALLIED UNIVERSAL COR I2959190				2404373	2024	11	INV	P	1,182.00	081624	304163 150lb CHLORINE FOR
002094 ALLIED UNIVERSAL COR I2959191				2404373	2024	11	INV	P	985.00	081624	304163 150lb CHLORINE FOR
									31,425.00		
ACCOUNT TOTAL									31,425.00		
009673 570000 MTR VEHICLE REP. PTS/SPL											
002160 AT&T MOBILITY 28730892562X080524				0	2024	11	INV	P	920.40	081624	304178 MB2016-287/WIRELESS
ACCOUNT TOTAL									920.40		
009673 604900 OTHER PROFESSIONAL SERV.											
002083 ALLBRITTON CHAIN SAW 18356				2404351	2024	11	INV	P	125.26	081624	304162 MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW 18405				2404351	2024	11	INV	P	220.34	081624	304162 MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW 18458				2404423	2024	11	INV	P	59.55	081624	304162 MOWER REPAIRS FOR S
002083 ALLBRITTON CHAIN SAW 18459				2404423	2024	11	INV	P	80.15	081624	304162 MOWER REPAIRS FOR S
									485.30		
002288 BONNER ANALYTICAL TE 84108				0	2024	11	INV	P	30.00	081624	304186 COLIFORM TESTING, C
002288 BONNER ANALYTICAL TE 84134				0	2024	11	INV	P	30.00	081624	304186 COLIFORM TESTING, N
									60.00		
002380 BYRD, WADE J. BYRD082024				0	2024	11	INV	P	3,000.00	081624	304193 OPERATOR OF RECORD,
002471 CINTAS CORPORATION # 4200221240				0	2024	11	INV	P	293.26	081624	304200 SC#8200044758: UNIF
002471 CINTAS CORPORATION # 4200938566				0	2024	11	INV	P	80.07	081624	304200 SC#8200044758: MOPS
002471 CINTAS CORPORATION # 4200939201				0	2024	11	INV	P	235.51	081624	304200 SC#8200044758: UNIF
									608.84		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002646	DELK'S TIRE SALES AN	46283	2404235	2024 11	INV	P	296.22 081624	304216	TIRES FOR UNIT # 20	
003136	HOWE, ALAN	AHOWE.OT10120	0	2024 11	INV	P	779.62 081624	304267	A.HOWE TRAVEL REIMB	
003614	MISSION COMMUNICATIO	1090340	0	2024 11	INV	P	2,169.00 081624	304307	ANNUAL SERVICE -- V	
003843	PARISH TRACTOR (HATT	W07823	0	2024 11	INV	P	294.70 081624	304342	REFERENCE PO#240328	
ACCOUNT TOTAL							7,693.68			
009673	630500	ELECTRICITY								
003700	MS POWER COMPANY	E2024 AUG 09	0	2024 11	INV	P	60.61 081624	304326	MISSISSIPPI POWER C	
003700	MS POWER COMPANY	E2024 JULY 29	0	2024 11	INV	P	838.68 081624	304318	MISSISSIPPI POWER C	
003700	MS POWER COMPANY	E2024-31 JAN 2024	0	2024 11	INV	P	26,294.14 081624	304319	MISSISSIPPI POWER-V	
							27,193.43			
003873	PEARL RIVER VALLEY E	2024 07.31.24	0	2024 11	INV	P	8,704.02 081624	304346	PEARL RIVER VALLEY	
003873	PEARL RIVER VALLEY E	2024-07.25	0	2024 11	INV	P	35.00 081624	304346	PEARL RIVER VALLEY	
003873	PEARL RIVER VALLEY E	2024-08.02	0	2024 11	INV	P	33.54 081624	304346	PEARL RIVER VALLEY	
							8,772.56			
ACCOUNT TOTAL							35,965.99			
009673	639400	DISINFECT./EXTERMINATION								
003040	HAVARD PEST CONTROL	2318714	0	2024 11	INV	P	48.00 081624	304256	HAVARD	
003040	HAVARD PEST CONTROL	2318715	0	2024 11	INV	P	50.00 081624	304256	HAVARD	
003040	HAVARD PEST CONTROL	2318716	0	2024 11	INV	P	50.00 081624	304256	HAVARD	
							148.00			
ACCOUNT TOTAL							148.00			
009673	687000	CUSTODIAL SERVICE								
002037	AB SUPPORT SERVICES	3B2021	2400345	2024 10	INV	P	466.00 081624	304158	TWO-QUOTE JANITORIA	
ACCOUNT TOTAL							466.00			
ORG 009673 TOTAL							77,211.51			
009676	W&S O&M-SEWER DIVISION									
009676	541500	SAND,CLAY,GRVL,FILL DIRT								
004586	WARREN PAVING INC	95213	2404313	2024 11	INV	P	2,197.80 081624	304439	610 CRUSH LIMESTONE	
004586	WARREN PAVING INC	95247	2404313	2024 11	INV	P	1,492.70 081624	304439	610 CRUSH LIMESTONE	
004586	WARREN PAVING INC	95289	2404313	2024 11	INV	P	1,257.30 081624	304439	610 CRUSH LIMESTONE	
							4,947.80			
ACCOUNT TOTAL							4,947.80			
009676	559000	OTHER OPERATING MATL/SPLY								

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002166	AUTO ARMATURE SERVIC	03358	2404312	2024 10	INV	P	224.95	081624	304179	BATTERY FOR UNIT #
002795	FASTENAL COMPANY	MSHAT242819	2404401	2024 11	INV	P	350.00	081624	304236	XL 9" BLK 8MIL NITR
003772	NEWELL PAPER COMPANY	17064482	2403852	2024 11	INV	P	341.00	081624	304335	38x58 BLK LINERS FO
ACCOUNT TOTAL							915.95			
009676	561000	PLUMBING SUPPLIES								
002709	EATON, ALVIN K (PETT PC 6/2024		0	2024 10	INV	P	19.90	081624	304222	PETTY CASH 6/2024
004284	SOUTHERN PIPE & SUPP	9889687-00	2404376	2024 11	INV	P	81.00	081624	304406	WAREHOUSE STOCK FOR
ACCOUNT TOTAL							100.90			
009676	570000	MTR VEHICLE REP. PTS/SPL								
002166	AUTO ARMATURE SERVIC	03443	2404567	2024 11	INV	P	209.95	081624	304179	BATTERY FOR UNIT #
048827	CARQUEST	14758-39906	2404553	2024 11	INV	P	108.52	081624	304197	REPAIR PARTS FOR UN
048827	CARQUEST	14758-39911	2404549	2024 11	INV	P	110.94	081624	304197	REPAIR PARTS -- WAT
048827	CARQUEST	14758-39912	2404554	2024 11	INV	P	3.47	081624	304197	REPAIR PARTS FOR UN
048827	CARQUEST	14758-39913	2404552	2024 11	INV	P	3.86	081624	304197	REPAIR PARTS -- UNI
							226.79			
ACCOUNT TOTAL							436.74			
009676	604900	OTHER PROFESSIONAL SERV.								
003915	PINE BELT CDJR, INC	543330	2404067	2024 10	INV	P	336.00	081624	304349	REPLACE KEY FOB --
ACCOUNT TOTAL							336.00			
009676	606000	TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287290252011X080524	0	2024 11	INV	P	1,391.10	081624	304178	MB2016-287/WIRELESS
ACCOUNT TOTAL							1,391.10			
009676	630500	ELECTRICITY								
003700	MS POWER COMPANY	E2024 AUG 02	0	2024 11	INV	P	160.00	081624	304322	MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024 AUG 09	0	2024 11	INV	P	2,253.43	081624	304326	MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024-31 JAN 2024	0	2024 11	INV	P	780.16	081624	304319	MISSISSIPPI POWER-V
							3,193.59			
004282	SOUTHERN PINE ELECTR	E2024 08.01.2024	0	2024 11	INV	P	234.52	081624	304405	SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024 08.05.2024	0	2024 11	INV	P	451.92	081624	304405	SOUTHERN PINE ELECT
							686.44			
ACCOUNT TOTAL							3,880.03			
ORG 009676 TOTAL							12,008.52			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
009677										
009677	513000									
002094	ALLIED UNIVERSAL COR	I2955822			2404141	2024 10	INV P	3,780.00	081624	304163 CHLORINE & SULFUR D
								3,780.00		
009677	602500									
004599	WATKINS & EAGER	434994			0	2024 11	INV P	279.50	081624	304443 RE: ENVIRONMENTAL M
								279.50		
009677	604900									
002083	ALLBRITTON CHAIN SAW	18501			2404568	2024 11	INV P	302.32	081624	304162 MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	18522			2404568	2024 11	INV P	105.00	081624	304162 MOWER REPAIRS FOR S
								407.32		
002471	CINTAS CORPORATION #	4201658165			0	2024 11	INV P	230.01	081624	304200 SC#8200044758: UNIF
048917	MS CONCRETE PROF	0000189			0	2024 11	INV P	3,010.43	081624	304314 CONCRETE REPAIRS, 1
048917	MS CONCRETE PROF	0000190			0	2024 11	INV P	600.00	081624	304314 CONCRETE REPAIRS, 7
048917	MS CONCRETE PROF	0000191			0	2024 11	INV P	800.00	081624	304314 CONCRETE REPAIRS, 4
048917	MS CONCRETE PROF	0000192			0	2024 11	INV P	600.00	081624	304314 CONCRETE REPAIRS, 4
048917	MS CONCRETE PROF	0000193			0	2024 11	INV P	1,600.00	081624	304314 CONCRETE REPAIRS, 4
048917	MS CONCRETE PROF	0000194			0	2024 11	INV P	600.00	081624	304314 CONCRETE REPAIRS, 2
048917	MS CONCRETE PROF	0000195			0	2024 11	INV P	929.83	081624	304314 CONCRETE REPAIRS, M
								8,140.26		
								8,777.59		
009677	630500									
003700	MS POWER COMPANY	E2024 AUG 09			0	2024 11	INV P	35,399.68	081624	304326 MISSISSIPPI POWER C
003700	MS POWER COMPANY	E2024-31 JAN 2024			0	2024 11	INV P	10,575.51	081624	304319 MISSISSIPPI POWER-V
								45,975.19		
003873	PEARL RIVER VALLEY E	2024 07.31.24			0	2024 11	INV P	2,892.12	081624	304346 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2024 08.06.24			0	2024 11	INV P	363.66	081624	304346 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2024-07.25			0	2024 11	INV P	1,190.14	081624	304346 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2024-08.02			0	2024 11	INV P	30.00	081624	304346 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2024-7.23			0	2024 10	INV P	418.15	081624	304346 PEARL RIVER VALLEY
								4,894.07		
								50,869.26		
009677	638000									
003348	L & A CONTRACTING CO	483-274			0	2024 11	INV P	69,007.92	081624	304282 MB2024-1088: LAGOON
								69,007.92		

YEAR/PERIOD: 2024/10 TO 2024/11													
ACCOUNT/VENDOR		INVOICE			PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION
009677 639400		DISINFECT./EXTERMINATION											
003040	HAVARD	PEST	CONTROL	2318717	0	2024	11	INV	P	40.00	081624	304257	HAVARD
003040	HAVARD	PEST	CONTROL	2318718	0	2024	11	INV	P	40.00	081624	304257	HAVARD
003040	HAVARD	PEST	CONTROL	2318719	0	2024	11	INV	P	40.00	081624	304257	HAVARD
										120.00			
ACCOUNT TOTAL										120.00			
ORG 009677 TOTAL										132,834.27			
FUND 009 WATER & SEWER OPERATION/MAINT.									TOTAL:	253,636.14			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE						
011000							WATER & SEWER BALANCE SHEET
011000 114000							METER SECURITY DEPOSITS
050557 REMAX REAL ESTATE PA	53680	0	2024 11	INV P	11.34 081624	304371	DEP REF 1812
050875 MS DOROTHY'S BEAUTY	53630	0	2024 11	INV P	40.00 081624	304316	
050876 LESLIE JEFFCOAT	53631	0	2024 11	INV P	11.34 081624	304288	
050877 AILON, ERVIN	53632	0	2024 11	INV P	11.34 081624	304160	
050878 ZG INVESTMENTSLLC	53633	0	2024 11	INV P	11.34 081624	304447	
050879 G & C FUNDING	53634	0	2024 11	INV P	11.34 081624	304242	DEP REF 2147
050880 C. T. RENTALS	53635	0	2024 11	INV P	11.34 081624	304195	
050881 HOLDER, JASON	53636	0	2024 11	INV P	11.34 081624	304263	
050882 SAVAGE, TATIANA	53637	0	2024 11	INV P	11.34 081624	304386	
050883 CONWAY, THOMAS S	53638	0	2024 11	INV P	11.34 081624	304211	
050884 SIGGERS, ARTHUR L	53639	0	2024 11	INV P	11.34 081624	304391	
050885 BARBER, DIANA	53640	0	2024 11	INV P	11.34 081624	304183	
050886 REMAX REAL ESTATE PA	53641	0	2024 11	INV P	11.34 081624	304372	MET DEP REF 2487
050887 ANTHONY,KAMICKA L	53642	0	2024 11	INV P	11.34 081624	304169	
050888 HINTON, NYASIA	53643	0	2024 11	INV P	11.34 081624	304262	
050889 JONES, DIANA	53644	0	2024 11	INV P	11.34 081624	304277	
050890 MOHAMED ALI ABDULHAM	53645	0	2024 11	INV P	11.34 081624	304309	
050891 ROCHE, NORMAN	53646	0	2024 11	INV P	11.34 081624	304380	
050892 LNWD HOLDING, LLC	53647	0	2024 11	INV P	11.34 081624	304290	
050893 COUNTRY LIVING INSUR	53648	0	2024 11	INV P	26.71 081624	304212	
050894 LONDON & STETELMAN R	53649	0	2024 11	INV P	11.34 081624	304292	DEP REF 6970
050895 REMAX	53650	0	2024 11	INV P	11.34 081624	304370	MET DEP REF 12022
050896 TREE OF LIFE CHRISTI	53651	0	2024 11	INV P	26.71 081624	304424	
050897 TREE OF LIFE CHRISTI	53652	0	2024 11	INV P	26.71 081624	304425	
050898 MYERS UNDREGROUND UT	53653	0	2024 11	INV P	26.71 081624	304332	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR	INVOICE						
050900 YOUNG, ROSA	53655	0	2024 11	INV P	11.34 081624	304446	
050901 G AND C FUNDING LLC	53656	0	2024 11	INV P	11.34 081624	304243	
050902 STONE PROPERTIES LLC	53657	0	2024 11	INV P	9.71 081624	304416	
050903 CARTER, JOHN A	53658	0	2024 11	INV P	11.78 081624	304198	
050904 APPLIANCES ETC LLC	53659	0	2024 11	INV P	11.34 081624	304170	
050905 HALLMAN PROPERTY 300	53660	0	2024 11	INV P	11.34 081624	304254	MET DEP REF 4480
050906 VITAL CARE INFUSION	53661	0	2024 11	INV P	26.71 081624	304435	
050907 MARCUS GHOLAR	53662	0	2024 11	INV P	11.34 081624	304296	
050908 JAMES NICHOLSON	53663	0	2024 11	INV P	11.34 081624	304273	
050909 REMAX REAL ESTATE PA	53664	0	2024 11	INV P	11.34 081624	304373	MET DEP REF 8379
050910 REEDER, HALEY	53665	0	2024 11	INV P	11.34 081624	304368	
050911 ROBERTS, JAMES B	53666	0	2024 11	INV P	11.34 081624	304378	
050912 BURKETT, KERI	53667	0	2024 11	INV P	11.34 081624	304191	
050913 MOWDY, REBECCA	53668	0	2024 11	INV P	11.34 081624	304312	
050914 DOWNS, THOMAS	53669	0	2024 11	INV P	11.34 081624	304221	
050915 ECHEVARRIA, DAVID 1	53670	0	2024 11	INV P	11.34 081624	304223	
050916 STERLING, PATRICK	53671	0	2024 11	INV P	11.34 081624	304415	
050917 ROGERS, PHILIP 1	53672	0	2024 11	INV P	11.34 081624	304382	
050918 JOHN HAMIL	53673	0	2024 11	INV P	11.34 081624	304275	
050919 THYRONE PRESCOTT JR	53674	0	2024 11	INV P	11.34 081624	304420	
050920 ALLISON DEUS	53675	0	2024 11	INV P	11.34 081624	304164	
050921 SOUTHGATE REALTY	53676	0	2024 11	INV P	11.34 081624	304408	MET DEP REF 21090
050921 SOUTHGATE REALTY	53677	0	2024 11	INV P	11.34 081624	304409	MET DEP REF 21091
					22.68		
050922 ANDREW ELLARD	53678	0	2024 11	INV P	11.34 081624	304168	
050923 ELIZABETH MCSWAIN	53679	0	2024 11	INV P	75.00 081624	304227	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11				ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL										734.98		
011000	127000						SALES TAX PAYABLE					
050875	MS DOROTHY'S BEAUTY	53629	0	2024	11	INV	P	1.47	081624	304315		
ACCOUNT TOTAL										1.47		
ORG 011000 TOTAL										736.45		
011001 WATER & SEWER REVENUES												
011001	360001						RESIDENTIAL WATER-NO TAX					
050874	FAISAL, HASAN M	53628	0	2024	11	INV	P	11.34	081624	304235		
050899	RUSSELL, REGINIA	53654	0	2024	11	INV	P	92.68	081624	304383		
ACCOUNT TOTAL										104.02		
011001	360002						TAXABLE WATER SALES					
050875	MS DOROTHY'S BEAUTY	53629	0	2024	11	INV	P	21.09	081624	304315		
050924	WESLEY DISTRIBUTION	53681	0	2024	11	INV	P	3,464.74	081624	304444		
ACCOUNT TOTAL										3,485.83		
011001	363001						NON-RESIDENTIAL SEWER					
050875	MS DOROTHY'S BEAUTY	53629	0	2024	11	INV	P	21.09	081624	304315		
ACCOUNT TOTAL										21.09		
ORG 011001 TOTAL										3,610.94		
FUND 011 WATER & SEWER FUND										TOTAL:		
										4,347.39		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
019100										POL.FORFEITURES-POLICE DIV.
019100	559000									OTHER OPERATING MATL/SPLY
002891	GEIGER MIDSOUTH (BRO 5491178RM			2401817	2024 11	INV P	523.10	081624	304245	ITEMS FOR COMMUNITY
002891	GEIGER MIDSOUTH (BRO 5494696RM			2401817	2024 11	INV P	418.42	081624	304245	ITEMS FOR COMMUNITY
002891	GEIGER MIDSOUTH (BRO 5504377RM			2401817	2024 11	INV P	566.72	081624	304245	ITEMS FOR COMMUNITY
002891	GEIGER MIDSOUTH (BRO 5515951RM			2401817	2024 11	INV P	505.88	081624	304245	ITEMS FOR COMMUNITY
							2,014.12			
004017	REGIONS CARDHOLDER S 2080-07/31/24			0	2024 11	INV P	287.20	081624	304369	2080-07/31/24 REGIO
004575	WALMART STORES INC 64204070644504644495			2404009	2024 10	INV P	38.22	081624	304436	POPSICLES IN THE PA
							ACCOUNT TOTAL	2,339.54		
019100	604900									OTHER PROFESSIONAL SERV.
003584	METRO CRIMESTOPPERS 100			0	2024 11	INV P	10,000.00	081624	304304	CRIME STOPPERS 2025
							ACCOUNT TOTAL	10,000.00		
							ORG 019100 TOTAL	12,339.54		
							FUND 019 POLICE FORFEITURES FUND	TOTAL:	12,339.54	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
072201			MUN.ROAD&BRIDGE-STREET DIV								
072201			ENGINEERING-MIDTOWN								
003764	NEEL-SCHAFFER INC	1098343	0	2024	11	INV P	678.69	081624	304334	MB	2021-359 MIDTOWN
ACCOUNT TOTAL							678.69				
ORG 072201 TOTAL							678.69				
FUND 072 MUNICIPAL ROAD & BRIDGE							TOTAL:		678.69		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
073570										MASS TRANSIT-TRANSPORTATION
073570	501000									OTHER EXPENDABLE OFF.SPL
002527	COMMERCIAL	STATIONER	477331-0		2402568	2024 11	INV P	520.74	081624	304208 OFFICE SUPPLIES
002527	COMMERCIAL	STATIONER	477646-0		2402737	2024 11	INV P	192.20	081624	304208 OFFICE SUPPLIES
002527	COMMERCIAL	STATIONER	478082-0		2402815	2024 11	INV P	81.98	081624	304208 OFFICE/JANITOR SUPP
002527	COMMERCIAL	STATIONER	478195-0		2403037	2024 11	INV P	95.94	081624	304208 OFFICE SUPPLIES
								890.86		
								ACCOUNT TOTAL	890.86	
073570	502000									MINOR OFFICE EQUIP/FURN.
002527	COMMERCIAL	STATIONER	478195-0		2403037	2024 11	INV P	55.54	081624	304208 OFFICE SUPPLIES
002527	COMMERCIAL	STATIONER	478432-0		2403152	2024 11	INV P	870.21	081624	304208 OFFICE/JANITOR SUPP
002527	COMMERCIAL	STATIONER	479453-0		2403616	2024 11	INV P	179.35	081624	304208 OFFICE SUPPLIES
								1,105.10		
								ACCOUNT TOTAL	1,105.10	
073570	508000									COMPUTER SUPPLIES
002527	COMMERCIAL	STATIONER	477559-0		2402683	2024 11	INV P	1,895.35	081624	304208 OFFICE SUPPLIES
002527	COMMERCIAL	STATIONER	477646-0		2402737	2024 11	INV P	566.66	081624	304208 OFFICE SUPPLIES
								2,462.01		
								ACCOUNT TOTAL	2,462.01	
073570	510000									CLEANING/JANITORIAL SPLY
002527	COMMERCIAL	STATIONER	478082-0		2402815	2024 11	INV P	244.82	081624	304208 OFFICE/JANITOR SUPP
								ACCOUNT TOTAL	244.82	
073570	511100									SUPPLIES - COVID 19
050822	ARROW MAGNOLIA, INC	IV24004197			2404443	2024 11	INV P	204.50	081624	304172 SANITIZING & DEODER
								ACCOUNT TOTAL	204.50	
073570	525000									GAS AND OIL
004583	WARING OIL CO	337687			2403739	2024 11	INV P	2,091.58	081624	304438 CHEVRON OIL 50/50
								ACCOUNT TOTAL	2,091.58	
073570	546000									MINOR EQUIPMENT
002527	COMMERCIAL	STATIONER	479684-0		0	2024 11	INV P	272.40	081624	304208 LOCKER PADLOCKS-REF
								ACCOUNT TOTAL	272.40	
073570	571001									REPAIR PARTS - FIXED ROUTE
002035	AAMCO TRANSMISSION (	J148670			2403309	2024 11	INV P	4,999.50	081624	304157 REMOVE & REPLACE TR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
002169	AUTOMOTIVE GLASS SPE	INV-114382644	2404332	2024 11	INV	P	280.00	081624	304180	REPAIR A/C UNIT WOR		
002565	COURTESY MOTORS INC	131991	2403698	2024 11	INV	P	41.60	081624	304214	BUS PART		
004514	UNIVERSITY TIRE & SE	INV234166	2402230	2024 11	INV	P	4,089.60	081624	304434	TIRES FOR ALL FORDS		
004514	UNIVERSITY TIRE & SE	INV235293	2403167	2024 11	INV	P	2,121.76	081624	304434	TIRES FOR ALL FORD		
							6,211.36					
048827	CARQUEST	14758-38773	2403972	2024 11	INV	P	880.27	081624	304197	FRONT END REPAIRS O		
050656	MS COAST TRANSPORT	114382435	2403316	2024 11	INV	P	1,727.64	081624	304313	PARTS/REPAIRS UNIT#		
ACCOUNT TOTAL							14,140.37					
073570	571002	REPAIR PARTS - PARATRANSIT										
004597	WATERS INTERNATIONAL	08P875496	2404173	2024 11	INV	P	955.33	081624	304442	BUS REPAIRS FOR BUS		
ACCOUNT TOTAL							955.33					
073570	599000	OTHER REPAIR/MAINT. SPL.										
004597	WATERS INTERNATIONAL	08P871687	2403185	2024 11	INV	P	272.41	081624	304442	PIPE FLUID/HEATER S		
050524	B & R INDUSTRIAL	1016322	2403030	2024 11	INV	P	240.75	081624	304181	SHOP SUPPLIES-TOOL		
ACCOUNT TOTAL							513.16					
073570	606000	TELEPHONE AND TELEGRAPH										
002160	AT&T MOBILITY	287273578351X080824	0	2024 11	INV	P	453.83	081624	304178	MB#2016-287/WIRELES		
002160	AT&T MOBILITY	287290252011X080524	0	2024 11	INV	P	253.09	081624	304178	MB2016-287/WIRELESS		
							706.92					
ACCOUNT TOTAL							706.92					
073570	612000	FREIGHT										
050822	ARROW MAGNOLIA, INC	IV24004197	2404443	2024 11	INV	P	102.72	081624	304172	SANITIZING & DEODER		
ACCOUNT TOTAL							102.72					
073570	620000	PRINTING										
002527	COMMERCIAL STATIONER	480793-0	2404233	2024 11	INV	P	36.00	081624	304208	BUS PASSES FOR EDWA		
ACCOUNT TOTAL							36.00					
073570	638501	BUS EQUIP R&M-FIXED ROUTE										
002565	COURTESY MOTORS INC	RO347553	2404560	2024 11	INV	P	5,822.82	081624	304214	TEAR DOWN & REPAIR		
004583	WARING OIL CO	0337687	2403739	2024 11	INV	P	2,091.58	081624	304438	CHEVRON OIL 50/50		
050656	MS COAST TRANSPORT	114382415	2403149	2024 11	INV	P	600.00	081624	304313	BUS REPAIR UNIT#211		
050656	MS COAST TRANSPORT	INV-114382644	2404332	2024 11	INV	P	854.50	081624	304313	REPAIR A/C UNIT WOR		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									1,454.50		
ACCOUNT TOTAL									9,368.90		
073570	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2318720		0	2024	11	INV	P	48.00	081624	304257 HAVARD
ACCOUNT TOTAL									48.00		
073570	639900					OTHER REPAIRS AND MAINT.					
002083	ALLBRITTON CHAIN SAW	18355		2404327	2024	11	INV	P	161.51	081624	304162 REPAIR RIDING LAWN
003630	MOBILITY SYSTEMS INC	09956		2404274	2024	11	INV	P	135.10	081624	304308 FLUID FOR BUS LIFTS
ACCOUNT TOTAL									296.61		
073570	643000					UNIFORM RENT					
002471	CINTAS CORPORATION #	4200221012		0	2024	11	INV	P	213.21	081624	304200 HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4200938937		0	2024	11	INV	P	191.29	081624	304200 HCT UNIFORM RENTALS
									404.50		
ACCOUNT TOTAL									404.50		
ORG 073570					TOTAL				33,843.78		
FUND 073					MASS TRANSIT FUND		TOTAL:		33,843.78		

YEAR/PERIOD: 2024/10 TO 2024/11														
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION		
075695				W&S CONSTR.-CAPITAL PROJECTS										
075695 601500				ENGINEERING										
003385	LANDRY	LEWIS	GERMANY	CN	24-4073-001	0	2024	11	INV	P		9,247.50	081624	304285 MB 2022-492 1410 W
ACCOUNT TOTAL											9,247.50			
ORG 075695 TOTAL											9,247.50			
FUND 075 WATER&SEWER CONSTRUCTION FUND										TOTAL:	9,247.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL						
077650	544000			HORT./LANDSCAPING SPLY.						
004279	SOUTHERN MS PINE STR	14624		2404427	2024	11	INV P	675.00	081624	304403 PINE STRAW FOR COMM
				ACCOUNT TOTAL				675.00		
077650	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	304173		2403988	2024	11	INV P	263.15	081624	304301 MATERIAL TO REPAIR
003543	MCELHANEY PLUMBING I	304768		2404324	2024	11	INV P	17.85	081624	304301 PLUMBING SUPPLIES F
								281.00		
004176	SHERWIN-WILLIAMS COM	0286-2		2403989	2024	11	INV P	118.92	081624	304389 MATERIAL FOR TOILET
				ACCOUNT TOTAL				399.92		
077650	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	28730892562X080524	0		2024	11	INV P	94.40	081624	304178 MB2016-287/WIRELESS
				ACCOUNT TOTAL				94.40		
077650	604900			OTHER PROFESSIONAL SERV.						
002275	BLUE DOLPHIN POOLS	49135	0		2024	11	INV P	874.54	081624	304185 SERV FOR VETERANS/C
002275	BLUE DOLPHIN POOLS	49942	0		2024	11	INV P	840.00	081624	304185 SERV FOR VETERANS/C
002275	BLUE DOLPHIN POOLS	50216	0		2024	11	INV P	840.00	081624	304185 SERV FOR VETERANS/C
								2,554.54		
				ACCOUNT TOTAL				2,554.54		
077650	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X080824	0		2024	11	INV P	61.69	081624	304178 MB#2016-287/WIRELES
				ACCOUNT TOTAL				61.69		
077650	630000			GAS						
004321	SPIRE	G2024 AUGUST 05	0		2024	11	INV P	1,256.28	081624	304412 SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL				1,256.28		
077650	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2024-31 JAN 2024	0		2024	11	INV P	6,131.32	081624	304319 MISSISSIPPI POWER-V
				ACCOUNT TOTAL				6,131.32		
077650	635000			BUILDING R&M						
004504	UNITED FENCE COMPANY	245161		2403476	2024	11	INV P	2,680.00	081624	304432 STEEL GATE AT CERoy
				ACCOUNT TOTAL				2,680.00		
077650	637000			HOUSEHOLD EQUIPMENT R&M						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP S	WARRANT		CHECK	DESCRIPTION
003707	MS STATE/DEPT OF HEA	24-135839		0	2024 11	INV P	90.00	081624	304327	INSPECTED WATER HEA
ACCOUNT TOTAL							90.00			
077650	639200	CLEANING AND PAINTING								
003816	ONE TIME WILDLIFE RE	INV 8/05/24		0	2024 11	INV P	125.00	081624	304338	BATS EXTERMINATION/
ACCOUNT TOTAL							125.00			
077650	639400	DISINFECT./EXTERMINATION								
003040	HAVARD PEST CONTROL	2318701		0	2024 11	INV P	115.00	081624	304256	HAVARD
003040	HAVARD PEST CONTROL	2318702		0	2024 11	INV P	48.00	081624	304257	HAVARD
003040	HAVARD PEST CONTROL	2318706		0	2024 11	INV P	48.00	081624	304257	HAVARD
003040	HAVARD PEST CONTROL	2318707		0	2024 11	INV P	115.00	081624	304256	HAVARD
003040	HAVARD PEST CONTROL	2328161		0	2024 11	INV P	300.00	081624	304256	HAVARD
003040	HAVARD PEST CONTROL	2328361		0	2024 11	INV P	300.00	081624	304256	HAVARD
							926.00			
ACCOUNT TOTAL							926.00			
077650	639900	OTHER REPAIRS AND MAINT.								
003570	MCQUAGGE PRODUCTIONS	254		2404591	2024 11	INV P	175.00	081624	304302	SERVICE CALL TO CER
ACCOUNT TOTAL							175.00			
077650	732000	HOUSEHOLD FURN/EQUIP.								
004017	REGIONS CARDHOLDER S	6566-07/31/24		0	2024 11	INV P	159.43	081624	304369	6566-07/31/24 REGIO
ACCOUNT TOTAL							159.43			
ORG 077650 TOTAL							15,328.58			
FUND 077 COMMUNITY CENTERS' FUND							TOTAL:	15,328.58		

YEAR/PERIOD: 2024/10 TO 2024/11													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION	
086300				SPEC SALES TAX/RECREATION MAIN									
086300 7295PR				CAPITAL PROJECTS									
003645 MOORE'S LOCK AND KEY 30818				2404030	2024 11	INV P		1,550.16	081624		304311	REPLACEMENT HARDWAR	
050402 GUITAR CENTER STORES ARINV69769854				0	2024 11	INV P		59.99	081624		304251	JAYCEE PARK IMPROVE	
ACCOUNT TOTAL								1,610.15					
ORG 086300 TOTAL								1,610.15					
FUND 086 SPEC SALES TAX-P&R/UNIV IMPROV								TOTAL:		1,610.15			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
088603			PUBLIC SAFETY/REC CONSTRUCTION							
088603 729501			HALL AVENUE OVERPASS							
003764	NEEL-SCHAFFER INC	1098339	0	2024	11	INV P	3,238.34	081624	304334	MB 2019-115 HALL AV
003764	NEEL-SCHAFFER INC	1098341	0	2024	11	INV P	30,002.27	081624	304334	MB 2022-29 HALL AVE
							33,240.61			
048667 R & J CONSTRUCTION			HALL AVE WEST #12	0	2024	11	INV P	900,000.00	081624	304365 MB 2022-74 HALL AVE
							ACCOUNT TOTAL	933,240.61		
							ORG 088603	TOTAL	933,240.61	
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION							TOTAL:	933,240.61		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
095635				2019 FIRE STATION CONSTRUCTION							
095635 725602				TIMBERTON CONCESSION/PRESSBOX							
050855	CULPEPPER CONSTRUCTI	TIMBERTONPAYAPP#2	0	2024	11	INV	P	95,598.56	081624	304215	TIMBERTON COMPLEX F
ACCOUNT TOTAL								95,598.56			
ORG 095635 TOTAL								95,598.56			
FUND 095 2019 FIRE STATION CONSTRUCTION								TOTAL:		95,598.56	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/10 TO 2024/11									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S		WARRANT	CHECK	DESCRIPTION	
097201					INFRA IMPROVE-INTRNT SALES TAX				
097201	729501				HALL AVENUE OVERPASS				
048667	R & J CONSTRUCTION	HALL AVE WEST #12	0	2024 11	INV P	952,837.19	081624	304365	MB 2022-74 HALL AVE
					ACCOUNT TOTAL	952,837.19			
					ORG 097201 TOTAL	952,837.19			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:						952,837.19			

** END OF REPORT - Generated by Sherry Jackson **

08/14/2024 16:07
6050s.jackson

City of Hattiesburg, MS
IA/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREDITED

12 48
lapesidsb

FUND

	DUE TO	DUE FROM
001 General Fund		974,710.17
002 PARKS & RECREATION FUND		94,764.50
009 WATER & SEWER OPERATION/MAINT.		253,636.14
011 WATER & SEWER FUND		4,347.39
019 POLICE FORFEITURES FUND		12,339.54
072 MUNICIPAL ROAD & BRIDGE		678.69
073 MASS TRANSIT FUND		33,843.78
075 WATERSSEWER CONSTRUCTION FUND		9,247.50
077 COMMUNITY CENTERS' FUND		15,328.58
086 SPEC SALES TAX-P&R/UNIV IMPROV		1,610.15
088 PUBLIC SAFETY/REC CONSTRUCTION		933,240.61
095 2019 FIVE STATION CONSTRUCTION		95,598.56
097 INFRA IMPROVE-INT'NT SALES TAX		952,837.19
801 CLAIMS FUND	3,382,182.80	

TOTAL

3,382,182.80

3,382,182.80

** END OF REPORT - Generated by Sherry Jackson **



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: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: August 14, 2024

RE: **Ratification of claims**

Please accept this memorandum as a request for ratification of payments of claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING JULY 31, 2024

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	J W CHAIN CONTRACTORS	8/2024	N/A	Pay Apps for construction.	8/7/2024	1000935 1000934	35,307.42 34,485.55

TOTAL 69,792.97