



**Tuesday, December 17, 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 Items #22 and #23 and Addendum to the Claims Docket (Routine #11) at the request of the Administration as follows:**

22. **2024-810** Approve Settlement Agreement as settlement of a doubtful and disputed claim, in substantially the form attached, authorize the Mayor to execute and issue a manual check in the amount of \$25,000.00 to Cotton Creek Transport.
23. **2024-811** Approve amended Agreement between the City of Hattiesburg and Forrest County for the housing of City prisoners in the Forrest County Jail and other community-based correctional facilities for a term beginning January 1, 2025 through December 31, 2029 as per attached, and authorize the Mayor to execute the same.
- R#11. 2024-812** Addendum to the claims docket, request approval for additional claims as described herein.

POLICY AGENDA

1. **2024-802** Approve the minutes for the December 2 & 3, 2024 meetings of the City Council.
2. **2024-771** 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.
3. **2024-774** Adopt a Resolution approving the adoption and implementation of the Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996 as amended and restated November 2024.
4. **2024-790** Adopt a Resolution approving the adoption and implementation of the "Tax Increment Financing Plan, Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November, 2024".

5. **2024-775** Adopt a Resolution approving and authorizing the execution and delivery of the Development and Reimbursement Agreement, dated December 17, 2024, with Graham Development LLC in connection with the Tax Increment Financing Plan for Hattiesburg MarketPlace Project, City of Hattiesburg, Lamar County, Mississippi, November 2024.
6. **2024-784** Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Roundabout Project and authorize the Mayor to execute in duplicate upon concurrence from the Mississippi Department of Transportation.
7. **2024-801** Approve Safe Streets for All Action Plan for the City of Hattiesburg.
8. **2024-783** Acknowledge receipt of closing documents for the Paving, Marking & Pedestrian Pathway along Arledge Street, Edwards Street and Katie Avenue; Approve Supplemental Agreement No. 2 with R & J Construction, Inc. to adjust estimated quantities to actual quantities and authorize the Mayor to execute it in duplicate; Authorize publication of Notice of Final Settlement; Authorize payment of final pay application to the contractor; And authorize final acceptance of the project.
9. **2024-788** Approve Agreement between City of Hattiesburg Police Department and United States Department of Veterans Affairs, G.V. (Sonny) Montgomery VA Medical Center Police Department related to Interagency coordination and responsibility concerning law enforcement at GVSMVAMC, Hattiesburg VA Clinic located at 5003 Hardy Street Tower V, Suite 402 Hattiesburg, MS 39402 and authorize execution of the same.
10. **2024-763** Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Youth Baseball programs for Hattiesburg residents for the amount of \$14,300 and authorize the Mayor to sign and execute all necessary documentation with the issuance of a manual check
11. **2024-780** Approve Software Agreement between the City of Hattiesburg and Tyler Technologies for the Community Development Portal and authorize the Mayor to execute the same.
12. **2024-781** Approve renewal of Software Service Agreement with First Due Software for the Hattiesburg Fire Department and authorize the Mayor to execute the same.
13. **2024-799** Approve Maintenance Service Plan between the City of Hattiesburg and Neuros for a five (5) year period option as outlined in the Agreement and authorize the Mayor to execute the same.
14. **2024-798** Rescind the Commercial Lease Agreement approved on August 20, 2024, between Edwards Property management, the City of Hattiesburg and the Lamar County Board of Supervisors.

15. **2024-793** Ratify and confirm the Mayor's appointment of Roderick Nix (W1) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
16. **2024-794** Ratify and confirm the Mayor's appointment of Allison Lockett (W2) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
17. **2024-795** Ratify and confirm the Mayor's appointment of Shawn Harris (W3) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
18. **2024-796** Ratify and confirm the Mayor's appointment of Brett Montague (W4) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
19. **2024-797** Ratify and confirm the Mayor's appointment of Debra Wallace (W5) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
20. **2024-787** Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg, Mississippi, to extend the repealer imposed on the Special 1% Tax levied on the gross proceeds from hotel/motel overnight room rentals and restaurants, excluding restaurants with gross sales less than \$100,000.00 annually, which proceeds are divided by the City of Hattiesburg and the University of Southern Mississippi to July 1, 2030.
21. **2024-803** Adopt a Resolution authorizing the obligation and expenditure of a portion of ARPA funds for modification and use of Lamar County property as a Crisis Stabilization Unit (CSU) facility.

ROUTINE AGENDA

1. **2024-769** Ratify grant application to the FY25 Ann Morris Grant Application. This City will request \$12,500 to add inclusive components and adaptations to Parks and Recreation programs for the year 2025. The grant does not require matching funds.
2. **2024-764** Acknowledge the 2024 Expenditure Report from Hattiesburg Little League Baseball for the operation of Youth Baseball.
3. **2024-773** Acknowledge receipt of the monthly budget report for the month ending November 30, 2024.
4. **2024-776** Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on December 5, 2024 and award bid to Terry's Backhoe and Tree Service as the contractor for the term of January 1, 2025 through December 31, 2025.

5. **2024-777** Acknowledge receipt of term bids for Demolition Services on December 5, 2024 and award bid to MSP Enterprises as the contractor for the term of January 1, 2025 through December 31, 2025.
6. **2024-772** Authorize the acceptance of the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$25,358.
7. **2024-768** Authorize acceptance of a grant award from the Mississippi Office of Homeland Security State and Local Cybersecurity Grant in the amount of \$113,000. No match is required.
8. **2024-782** - Deleted -
9. **2024-800** Approve Plans and Specifications for the 4th Street Improvements – Phase III project (Federal Aid Project No. HPP-8750-00(004) LPA/105845-802000) and Authorize Advertisement for Bids for said project contingent upon receipt of authority to advertisement from Mississippi Department of Transportation.
10. **2024-770** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
11. **2024-779** Approve claims docket for the period ending December 13, 2024.

In Memoriam:

- Rev. Robert L. Drake, Jr.

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2024

Re: Approve Settlement Agreement as settlement of a doubtful and disputed claim, in substantially the form attached, authorize the Mayor to execute and issue a manual check in the amount of \$25,000.00 to Cotton Creek Transport.
File Number: 2024-810
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2024 City Council meeting for consideration.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”), effective as of December, 2024, is entered into by and among **The City of Hattiesburg** (the “City”), **Neel-Schaffer, Inc.** (“Neel-Schaffer”), **R&J Construction, Inc.** (“R&J”), and **Cotton Creek Transport** (“Cotton Creek”) (collectively, the “Parties”). Now therefore, and in consideration of the following good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and agreement herein contained, the Parties agree as follows:

I. DEFINITIONS

A. The “**Project**” shall mean The Hall Avenue East Project for the City of Hattiesburg, Mississippi, for which Neel-Schaffer, Inc. served as project engineer and R&J Construction, Inc. served as contractor.

B. The “**Claim**” shall refer to the claim for additional compensation which was submitted by Cotton Creek Transport, Inc. through R&J Construction, Inc. for the removal and replacement, and associated work, for Retaining Walls A, B, and C on the Project..

II. AGREEMENTS

A. Release of Claims. For and in consideration of the amounts, terms and conditions stated herein, the terms and sufficiency of which are hereby agreed to and acknowledged by the Parties, the Parties agree to the following:

1. R&J, for itself, its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns, release, acquit, and discharge Neel-Schaffer and its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns from any and all claims, demands, liabilities, damages, actions, causes of action, costs, losses or expenses of

any kind, whether known or unknown, asserted or could have been asserted, arising out of or in any related to the Hall Avenue East Project, including but not limited to the Claim.

2. R&J, for itself, its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns, release, acquit, and discharge the City and its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns from any and all claims, demands, liabilities, damages, actions, causes of action, costs, losses or expenses of any kind, whether known or unknown, asserted or could have been asserted, arising out of or in any related to the Hall Avenue East Project, including but not limited to the Claim.

3. Cotton Creek, for itself, its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns, release, acquit, and discharge Neel-Schaffer and its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns from any and all claims, demands, liabilities, damages, actions, causes of action, costs, losses or expenses of any kind, whether known or unknown, asserted or could have been asserted, arising out of or in any related to the Hall Avenue East Project, including but not limited to the Claim.

4. Cotton Creek, for itself, its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns, release, acquit, and discharge the City and its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns from any and all claims, demands, liabilities, damages, actions, causes of action, costs, losses or expenses of any kind, whether known or unknown, asserted or could have been asserted, arising out of or in any related to the Hall Avenue East Project, including but not limited to the Claim.

5. Neel-Schaffer, for itself, its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns, release, acquit, and discharge the City, and its affiliates, officers, directors, agents, attorneys, employees, successors and permitted assigns from

any and all claims, demands, liabilities, damages, actions, causes of action, costs, losses or expenses of any kind, whether known or unknown, asserted or could have been asserted, arising out of or in any related to the Hall Avenue East Project, including but not limited to the Claim.

B. No Admission of Liability. This Agreement is a compromise and settlement of disputed claims and shall not be construed as an admission of liability or wrongdoing by any Party.

C. Enforcement of Agreement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to enforce the Agreement, including recovery of reasonable attorneys' fees and costs.

III. OBLIGATIONS OF SETTLEMENT

A. Entire Consideration. It is agreed and understood that this Agreement sets forth the entire consideration for the agreements and understandings of the Parties and that all agreements and understandings among the Parties are embodied and expressed in this Agreement.

B. Settlement Amount. In full and complete settlement of Claims related to the Dispute and as consideration for the Releases and other agreements herein, the Parties agree to the following to a total settlement amount of One Hundred Sixty Thousand and 00/100 dollars (\$160,000.00) (the "Settlement Amount"). The Parties agree to remit payment in full to Cotton Creek, on or before **December 27, 2024** (the "Deadline"). The Parties agree that the Settlement Amount shall be allocated and paid as follows:

1. Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) from Neel-Schaffer;
2. Forty Thousand and 00/100 Dollars (\$40,000.00) from R&J; and
3. Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) from the City.

C. Unresolved Subcontract Balance. The Parties acknowledge that the subcontract contract balance owed by R&J to Cotton Creek remains unpaid. It is the understanding of the Parties that this Agreement does not release or resolve the obligation of such payment as to those unpaid payment applications.

D. Costs and Expenses. Except as included in the consideration described above, each of the Parties shall bear its own attorneys' fees, expenses, and costs incurred or expended in connection with the drafting of this Agreement and the matters contemplated or referred to herein.

IV. MISCELLANEOUS.

A. Choice of Law. The validity, enforceability, interpretation and construction of this Agreement and the transactions contemplated hereby shall be construed in accordance with and governed by the laws of the State of Mississippi, without giving effect to principles thereof relating to conflicts of law. This Agreement represents the entire understanding among the Parties with respect to its subject matter and supersedes all prior negotiations and agreements.

B. Authority to Execute this Settlement. The Parties warrant that they have the full power, authority and legal right to execute, delivery and perform the terms of this Agreement, that there is no other person, entity or court whose consent is necessary to make this Agreement fully effective, and that this Agreement has been duly authorized by all necessary governmental, corporate or other organizational action and shall constitute a valid and binding obligation of the respective parties hereto and is enforceable in accordance with its terms.

C. Successors and Assignments. This Agreement shall be binding upon and inure to the benefit of each of the Parties' respective heirs, executors, administrators, representatives, parents, subsidiaries, affiliates, predecessors, successors, and assigns. The Parties represent and

warrant that no portion of any claim, right, action or cause of action arising from or relating to the Dispute or any portion of any recovery or settlement to which the Parties may be entitled has been assigned by or for them in any manner.

D. Entirety and Amendments. This instrument embodies the entire agreement among the Parties as to the subjects covered herein and may be amended only by an instrument in writing executed jointly by the Parties and supplemented only by documents fully executed by the Parties and delivered in accordance with the express terms hereof. The Parties have exercised independent judgment in determining to enter into this Agreement and have not relied on any representations or agreements, whether oral or written, that are not embodied herein.

E. Counterparts; Delivery by Facsimile Transmission or E-mail. This Agreement may be executed in several counterparts, and each counterpart when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute but one and the same instrument. The method of delivery of this Agreement may be by means of facsimile transmission or e-mail, and delivery of such a facsimile transmission or e-mail shall be deemed an original for purposes hereof, provided that each party so delivering a facsimile transmission or e-mail shall promptly thereafter deliver the original version thereof.

F. Effective Date of Agreement. The Agreement shall be in effect on the date of execution of the last party hereto.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE AND FULLY UNDERSTAND IT AND AGREE TO ITS TERMS:

CITY OF HATTIESBURG

By: _____

Name: _____

Title: _____

Date: _____

NEEL-SCHAFFER, INC.

By: _____

Name: _____

Title: _____

Date: _____

R&J CONSTRUCTION, INC.

By: _____

Name: _____

Title: _____

Date: _____

COTTON CREEK TRANSPORT

By: _____

Name: _____

Title: _____

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2024

Re: Approve amended Agreement between the City of Hattiesburg and Forrest County for the housing of City prisoners in the Forrest County Jail and other community-based correctional facilities for a term beginning January 1, 2025 through December 31, 2029 as per attached, and authorize the Mayor to execute the same.
File Number: 2024-811
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2024 City Council meeting for consideration.

AMENDED AGREEMENT

WHEREAS, heretofore the Governing Authorities of Forrest County and the City of Hattiesburg entered into a written agreement on July 19, 2012, for the housing of City prisoners in the Forest County Regional Jail and other community based correctional facilities; and, that agreement expired and there is no longer a contract in place pursuant to Section 47-1-39.

WHEREAS, the previous agreement also must be revised due to the increased expense of housing inmates and the interim establishment of the CWC.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Forrest County and the City of Hattiesburg as follows:

1.

Forrest County, through the Forrest County Sheriff's Department, shall continue to operate, maintain and supervise community-based adult correctional facilities located at the Billy McGee Law Enforcement Complex at 55 Arena Drive in Hattiesburg, Mississippi.

2.

The City of Hattiesburg shall be allowed to continue to incarcerate and house its adult prisoners in the community based correctional facilities operated by Forrest County.

3.

A "City Prisoner" is defined for the purposes of this Agreement as any individual who is incarcerated in a community based correctional facility operated by Forrest County, Mississippi, pursuant to any arrest by City of Hattiesburg police officers upon a misdemeanor charge or upon a felony charge where they remain a "city prisoner" until the entry and filing of a Court Order binding the defendant over for action by the Grand Jury where the alleged offense occurred within the corporate limits of the City of Hattiesburg.

4.

The classification, inter-facility assignment, and situs of detention, with respect to any "City Prisoner" shall be vested solely in the Forrest County Sheriff's Department, but City prisoners who may be eligible for assignment to a prisoner work crew shall be assigned solely to a City work crew.

5.

In the event of severe overcrowding or some other emergency, as determined by the Sheriff of Forrest County or his representative, "City Prisoners" confined on minor, non-violent crimes may be released early, without bond, or on his/her own recognizance pending appearance in the Municipal Court of the City of Hattiesburg. When practical, notification prior to release will be made to the City Police Department and input will be solicited and received on a case-by-case basis as to why an individual should not be released due to overcrowding or other emergency, but the final determination regarding release due to overcrowding or other

emergency situation will be made by the Sheriff of Forest County or his representative. Once release has been decided, the City Court Clerk shall be notified.

6.

The City of Hattiesburg shall deliver to the Billy McGee Law Enforcement Complex any prisoner to be incarcerated and housed as a "City Prisoner" and such person so delivered shall be received, incarcerated and housed in one of the Forrest County facilities as may be designated by the Sheriff or his representative, providing said person is in an acceptable medical condition as determined by the Sheriff or his designee and has been properly charged. In the event of assignment to a detention facility other than the Billy McGee Law Enforcement Complex after booking, the prisoner shall be transported by the Sheriff's Department. At the time of booking the arresting officer shall advise the booking officer whether the alleged offense occurred within the corporate limits in Forrest County or Lamar County.

7.

The City of Hattiesburg shall pay all medical costs and expenses of any "City Prisoner" requiring medical or dental services, pursuant to § 47-1-57 and §47-1-59 of the Mississippi Code of 1972, as amended. These medical/dental expenses shall be billed by the County with an itemization of supplies and services provided.

8.

The City of Hattiesburg will provide transportation and security for any "City Prisoner" who requires medical/dental attention from a local hospital, dental office or clinic and will pay for the cost of emergency medical transportation (ambulance) when reasonable and necessary to protect the safety and well-being of such prisoner.

9.

In consideration of the housing of "City Prisoners" in one or more of the community-based correctional facilities operated by Forrest County, the City of Hattiesburg agrees:

Beginning January 1, 2025 through December 31, 2025:

To pay monthly to Forrest County as billed by the Sheriff computed on a per prisoner per day basis, with the day of booking to be charged at the full day rate and with 12:00 o'clock noon being the daily head-count time for determining charges for any subsequent days. For purposes of computing charges for prisoner days, a day shall run from 12:00 noon to 12:00 noon the next day. The daily rate shall be \$44 per day per prisoner; and from January 1, 2026 through December 31, 2026, a day rate per prisoner of \$45 per day; and from January 1, 2027 through December 31, 2027, a day rate of \$46, from January 1, 2028, through December 31, 2028, a day rate of \$47, and from January 1, 2029 through December 31, 2029, a day rate of \$48.

To pay the medical costs of "City Prisoners" as set forth in Paragraphs 7 and 8 of this Agreement;

- a. The City of Hattiesburg, its Police detectives and investigators will exercise all best efforts to prepare each of its prisoners cases in a timely and efficient manner, for appropriate and complete presentation to the Grand Jury by the District Attorney's Office.
- b. To maintain a records department and provide records services for the Sheriff's Department of Forrest County, including all supplies necessary for the maintaining of records, the fingerprinting and photographing of those charged by Forrest County with a felony;
- c. To provide to the County the water and sewer services to the Billy McGee Law Enforcement Complex at a cost not to exceed \$1,000 per month.

10.

By the execution of this Agreement, the City of Hattiesburg does not assume any liability for the operation of any community based correctional facility operated by Forrest County or the Forrest County Sheriff's Department with respect to any claims that anyone may have which arise solely out of the operation of a correctional facility rather than as a result of some action or inaction on the part of the City of Hattiesburg or its agents, servants or employees.

11.

The parties agree to enter into any other joint, cooperative program or project which may be contemplated in the future which may be mutually beneficial to the parties and which would further accomplish the goals and purposes of this Agreement.

12.

This Agreement may be terminated without cause by either Forrest County or the City of Hattiesburg by giving ninety (90) days written notice of intent to terminate.

13.

This Agreement shall take effect January 1, 2025, and shall continue in force for five (5) years through and including December 31, 2029, unless altered or modified by agreement of the parties or unless earlier terminated as hereinabove provided.

WITNESS THE SIGNATURES of Forrest County and the City of Hattiesburg by and through their respective and duly authorized representatives.

FORREST COUNTY, MISSISSIPPI

By: _____
Terri Bell,
President, Board of Supervisors

ATTEST:

Clerk

CITY OF HATTIESBURG

By: _____
Toby Barker, Mayor

ATTEST:

Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2024

Re: Addendum to the claims docket, request approval for additional claims as described herein.
File Number: 2024-812
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 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: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: December 17, 2024

RE: **Additional claims**

Please accept this memorandum as a request for approval of payment of claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING NOVEMBER 30, 2024

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
79 LAMAR COUNTY SUPERVISORS 01 LAMAR COUNTY SUPERVISORS		3224 3224-A	N/A N/A	CRISIS STABILAZTION UNIT CRISIS STABILAZTION UNIT	12/17/24 12/17/24	9 1001031	700,000.00 50,000.00

TOTAL 750,000.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Tuesday, December 17, 2024
Re: Approve the minutes for the December 2 & 3, 2024 meetings of the City Council.
File Number: 2024-802
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the December 17, 2024 City Council meeting for consideration.

Published Agenda

		
Monday, December 2, 2024 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
Call to Order		
Agenda Review		
Work Session		
1.	2024-766	Vacant Building Registration, presented by Administration.
Citizens' Forum		
Meeting Recess		

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council** was held at **4:00 p.m. Monday, December 2, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on November 19, 2024.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included 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.**

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

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. **2024-766** Vacant Building Registration, presented by Administration.

Meeting Recess

Council President George declared the **meeting recessed at 4:13 p.m., this 2nd day of December 2024**, by unanimous consent, until the 3rd day of December 2024.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Tuesday, December 3, 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:

- Request to Add Addendum to the claims docket (*Routine Item #9*), at the request of Councilmember Delgado.

MB

Page #

POLICY AGENDA

<i>p. 208</i>	1.	2024-761	Approve the minutes for the November 18 & 19, 2024 meetings of the City Council.
<i>p. 208</i>	2.	2024-577	Take from the table; Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Co, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$99,925,745.00 or the amount approved by The Mississippi Department of Revenue.
<i>p. 208-209</i>	3.	2024-757	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.
<i>p. 209</i>	4.	2024-758	Adopt a Resolution declaring property identified as Forrest County Parcel PPIN 22691 necessary for public use as part of the FEMA Hazard Mitigation Grant Program (HMGP) Project DR 4429-0036-R, establishing just compensation and authorizing the Mayor to make a fair market value officer to BB Property & Management, LLC., and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and authorize issuance of manual check.
<i>p. 209</i>	5.	2024-683	Approve Lighting Agreement with Mississippi Power Company for lighting at 127 Melrose Ave for a monthly increase of \$8.65 and authorize Mayor to execute the same.
<i>p. 209-210</i>	6.	2024-714	Approve a Lease Agreement between the City of Hattiesburg and DEX imaging for the lease of a printer for Parks and Recreation to be located at the Ben McNair Center for \$115.00 a month for a period of 48 months and authorize the Mayor to execute the same.
<i>p. 210</i>	7.	2024-715	Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club to operate and promote Dixie Youth Baseball for Hattiesburg residents for the amount of \$15,000 and authorize the Mayor to execute and issuance of manual check.
<i>p. 210</i>	8.	2024-716	Approve an Agreement between the City of Hattiesburg and HubCity Lacrosse to operate and promote for Hattiesburg residents for a period of one year in the amount of \$3,000 and authorize the Mayor to execute and issuance of manual check.
<i>p. 210-211</i>	9.	2024-755	Approve the 2024-2025 MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.” The grant requires the city to provide at least \$25,000 in matching funds and authorize the Mayor to execute the same.

ROUTINE AGENDA

<i>p. 211</i>	1.	2024-753	Ratify a Joint-Funding Agreement for the corrected period of October 1, 2024, to September 30, 2025 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue.
<i>p. 211</i>	2.	2024-713	Acknowledge the 2024 Expenditure Report from Hattiesburg Exchange Club for the operation of Dixie Youth Baseball League.
<i>p. 211</i>	3.	2024-754	Acknowledge receipt of the two-quote docket.
<i>p. 211</i>	4.	2024-751	Acknowledge receipt of the monthly budget report for the month ending October 31, 2024.
<i>p. 211</i>	5.	2024-765	Acknowledge manual checks approved during a period beginning October 1, 2024, and ending October 31, 2024.
<i>p. 212</i>	6.	2024-759	Approve plans and specifications for the Fountainbleu Apartments and Mississippi Hall Area Sewer Rehabilitation Project and authorize advertisement for bids for the same.
<i>p. 212</i>	7.	2024-756	Approve and Authorize Publication Notice of No Significant Impact on the Environment and Notice to Public for Request for Release of Funds for Broadband Infrastructure Expansion in various locations within the City of Hattiesburg.

p. 212	8.	2024-752	Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
p. 212	9.	2024-762	Approve claims docket for the period ending November 30, 2024.
<u>In Memoriam:</u> - Ms. Ginger Thomas Smith - Ms. Essie Shelton Burden - Mrs. Alice Kathleen McNally Cooper 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, December 3, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on December 2, 2024.

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

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Randy Pope.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Mayor Barker welcomed members of the Mayor's Youth Council.

There were no other presentations at this time.

Agenda Adjustments

A MOTION was made by Council Member Carroll and seconded by Council Member to **ADD** *Addendum* to the claims docket (*Routine Item #9*), at the request of Councilmember Delgado.

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

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

Nays: 0

R9. 2024-767 Request to add Addendum to the claims docket (*Routine Item #9*), at the request of Councilmember Delgado

Attachments: FORM.DOCKET.ADDENDUM

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2024-761** Approve the minutes for the November 18 & 19, 2024 meetings of the City Council.

Attachments: 11-18-2024 AR Mins.
 11-19-2024 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **APPROVE** the minutes for the *November 18 & 19, 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 (*via teleconference*), Carroll, Ware and Brown

 Nays: 0

2. **2024-577** Take from the table; Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Co, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$99,925,745.00 or the amount approved by The Mississippi Department of Revenue.

Attachments: Kohler Reso
 Kohler Position Statement
 Kohler App

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **TAKE FROM THE TABLE**; a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to *Kohler Co*, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$99,925,745.00 or the amount approved by The Mississippi Department of Revenue.

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

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

 Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to **TABLE (until January 7, 2025 council meeting to give Administration additional time to gather more information)** Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to *Kohler Co*, for a period not to exceed ten (10) years, commencing December 31, 2023, and ending December 31, 2033, with a true value of \$99,925,745.00 or the amount approved by The Mississippi Department of Revenue.

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

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

 Nays: 0

3. **2024-757** 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 12/03/2024
 1 - 104 Comanche Drive Adjudication Resolution
 2 - 6581 Highway 49 Adjudication Resolution
 3 - 718 Greely Street Adjudication Resolution
 4 - 710 Lincoln Street Adjudication Resolution
 5 -102 Brentwood Place Adjudication Resolution
 6 - 86 Canal Drive Adjudication Resolution
 7 - 1225 Wall St Adjudication Resolution
 8 - 807 Railroad St Adjudication Resolution
 9 - 906 Edwards St Adjudication Resolution

10 - 1209 Vernon St Adjudication Resolution
11 - 102 W 7th St Adjudication Resolution
12 - 122 Ellis Dr Adjudication Resolution
13 - 124 Plantation Place Dr Adjudication Resolution

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **ADOPT** **RESOLUTIONS (#2024-236-248)** 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 (*via teleconference*), Carroll, Ware and Brown

Nays: 0

4. **2024-758** Adopt a Resolution declaring property identified as Forrest County Parcel PPIN 22691 necessary for public use as part of the FEMA Hazard Mitigation Grant Program (HMGP) Project DR 4429-0036-R, establishing just compensation and authorizing the Mayor to make a fair market value officer to BB Property & Management, LLC., and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and authorize issuance of manual check.

Attachments: 402 N 21st Avenue - Appraisal Report
Resolution - BB Properties - PPIN 22691
SKM 654e24112514520

A MOTION was made by Council Member Carroll and seconded by Council Brown to **ADOPT** a **RESOLUTION (#2024-249)** declaring property identified as Forrest County Parcel PPIN 22691 necessary for public use as part of the FEMA Hazard Mitigation Grant Program (HMGP) Project DR 4429-0036-R, establishing just compensation and authorizing the Mayor to make a fair market value officer to *BB Property & Management, LLC.*, and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and **AUTHORIZE** issuance of manual check.

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

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

Nays: 0

5. **2024-683** Approve Lighting Agreement with Mississippi Power Company for lighting at 127 Melrose Ave for a monthly increase of \$8.65, and authorize Mayor to execute the same.

Attachments: Authorization Letter 127 Melrose St

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** Lighting Agreement with Mississippi Power Company for lighting at *127 Melrose Ave.* for a monthly increase of \$8.65, and **AUTHORIZE** Mayor to execute the same.

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

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

Nays: 0

6. **2024-714** Approve a Lease Agreement between the City of Hattiesburg and DEX imaging for the lease of a printer for Parks and Recreation to be located at the Ben McNair Center for \$115.00 a month for a period of 48 months and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg parks and rec- lease agreement
City of Hattiesburg Parks and rec- sales order

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** a Lease Agreement between the City of Hattiesburg and *DEX imaging* for the lease of a printer for Parks and Recreation to be located at the Ben McNair Center for \$115.00 a month for a period of 48 months and **AUTHORIZE** the Mayor to execute the same.

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

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

Nays: 0

7. **2024-715** Approve an Agreement between the City of Hattiesburg and Hattiesburg Exchange Club to operate and promote Dixie Youth Baseball for Hattiesburg residents for the amount of \$15,000 and authorize the Mayor to execute and issuance of manual check.

Attachments: Dixie Youth Baseball Contract 2025

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** an Agreement between the City of Hattiesburg and *Hattiesburg Exchange Club* to operate and promote Dixie Youth Baseball for Hattiesburg residents for the amount of \$15,000 and **AUTHORIZE** the Mayor to execute and issuance of manual check.

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

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

Nays: 0

8. **2024-716** Approve an Agreement between the City of Hattiesburg and HubCity Lacrosse to operate and promote for Hattiesburg residents for a period of one year in the amount of \$3,000 and authorize the Mayor to execute and issuance of manual check.

Attachments: HubCity Lacrosse Contract
 Lacrosse Liability Insurance

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to **APPROVE** an Agreement between the City of Hattiesburg and *HubCity Lacrosse* to operate and promote for Hattiesburg residents for a period of one year in the amount of \$3,000 and **AUTHORIZE** the Mayor to execute and issuance of manual check..

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

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

Nays: 0

9. **2024-755** Approve the 2024-2025 MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.” The grant requires the city to provide at least \$25,000 in matching funds and authorize the Mayor to execute the same.

Attachments: City of Hattiesburg SWC#623
 Agreement with MDEQ Solid Waste Grant for "Right Way to Throw
 Away Day"

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to **APPROVE** the 2024-2025 MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of \$75,000.00 to fund a Household Hazardous Waste “Right Way to Throw Away Day.” The grant requires the city to provide at least \$25,000 in matching funds and **AUTHORIZE** the Mayor to execute the same.

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

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

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Carroll and seconded by Council Nicholas Brown to **APPROVE** the Routine Agenda, *excluding the Addendum to the docket*.

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

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

Nays: 0

Council Member Delgado **RECUSED** herself from the *Addendum to the docket*.

A MOTION was made by Council Member Carroll and seconded by Council Nicholas Brown to **APPROVE** the *Addendum to the claims docket*.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Recused: 1 – Delgado

Following the vote, Council Member Delgado returned.

1.

2024-753

Ratify a Joint-Funding Agreement for the corrected period of October 1, 2024 to September 30, 2025 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue.
- Attachments:

Executed Joint-Funding Agreement with USGS - Bouie River Flood Monitoring site at Glendale Avenue
2.

2024-713

Acknowledge the 2024 Expenditure Report from Hattiesburg Exchange Club for the operation of Dixie Youth Baseball League.
- Attachments:

Dixie Youth Expenditure Report
3.

2024-754

Acknowledge receipt of the two-quote docket.
- Attachments:

December 3, 2024 Agenda
4.

2024-751

Acknowledge receipt of the monthly budget report for the month ending October 31, 2024.
- Attachments:

EXP REPORT 103124
REV REPORT 103124
5.

2024-765

Acknowledge manual checks approved during a period beginning October 1, 2024 and ending October 31, 2024.

Attachments: Manual Checks Register
Manual Checks

6. **2024-759** Approve plans and specifications for the Fountainbleu Apartments and Mississippi Hall Area Sewer Rehabilitation Project and authorize advertisement for bids for the same.

Attachments: 12243_Plans_Street Ready Set_2024-11-27
12243_Specs_Street Ready Set_2024-11-27

7. **2024-756** Approve and Authorize Publication Notice of No Significant Impact on the Environment and Notice to Public for Request for Release of Funds for Broadband Infrastructure Expansion in various locations within the City of Hattiesburg.

Attachments: Combined Notice iConnect Broadband Expansion - publish date 12.5.24

8. **2024-752** Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.

Attachments: Memo's (12-03-2024)
Receipts (12-03-2024)
Deeds (12-03-2024)

9. **2024-762** Approve claims docket for the period ending November 30, 2024.

Attachments: DOCKET 24.11.30A
DT 24.11.30A

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 5:10 p.m.

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

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

Nays: 0

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

Council Member Delgado disconnected via teleconference at 5:11 p.m.

A MOTION was made by Council Vice President Ware and seconded by Council President George to **ENTER EXECUTIVE SESSION** to discuss litigation strategy, 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 5:11 p.m.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 0

Absent: 1 - Delgado

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

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Police Chief, Hardy Sims; Fire Chief, Sherrocko Stewart; Director of

Parks and Recreation, Betsy Mercier; Chief Communications Officer, John Arender; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to exit Executive Session and **RE-OPEN** the meeting to the public at 5:30 p.m.

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

- Yeas: 4 - George, Carroll, Ware and Brown
- Nays: 0
- Absent: 1 - Delgado

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

In Memoriam:

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

- *Ms. Ginger Thomas Smith*
- *Ms. Essie Shelton Burden*
- *Mrs. Alice Kathleen McNally Cooper*

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:31 p.m., this 3rd day of December 2024**, by unanimous consent, until the 16th day of December 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: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, December 17, 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: 2024-771
Minute Book #

Summary

Adopt Resolutions of Adjudication 12 17 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 December 17, 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: December 17, 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 US Hwy 49 North	\$1990.00	2/Com	27528
Janki Inc	6574 US Highway 49 N	\$2320.50	2/Com	27526

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

Return to:
City of Hattiesburg
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 17th day of December, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 0 US Hwy 49 North

INDEXING INSTRUCTIONS: The property described in this instrument is on the 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 Terry's Backhoe and 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 US Hwy 49 North	2-024M-31-002.00	\$1990.00
			Total: \$1990.00

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of December, 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:
City of Hattiesburg
Council Clerk’s Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 17th day of December, 2024, the following Resolution:

RESOLUTION

ADOPT RESOLUTION 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 PROPERTY, 6574 US Highway 49 N

INDEXING INSTRUCTIONS: The property described in this instrument is on the NW ¼ of SE ¼, 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 Terry's Backhoe and 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
Janki Inc	6574 US Highway 49 N	2-024M-31-003.00	\$2320.50
			Total: \$2320.50

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

YEAS: **NAYS:** **ABSENT:**

The President thereby declared the motion carried and the Resolution adopted this the 17th day of December, 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 17th day of December, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Adopt a Resolution approving the adoption and implementation of the Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996 as amended and restated November 2024.
File Number: 2024-774
Minute Book #

Summary

Adopt a Resolution approving the adoption and implementation of the kTax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996 as amended and restated November 2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

The City Clerk reported that pursuant to a resolution of the Mayor and the City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City") calling for a public hearing to be held at 4:00 P.M. on Monday, December 16, 2024, with respect to a *Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* (the "Redevelopment Plan"), he did cause a notice of the public hearing to be published on December 5, 2024 in The Pinebelt News, a newspaper having a general circulation in the City, as evidenced by proof of publication on file in the office of the Clerk and attached hereto as **Exhibit 1**. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral or written comments on the TIF Plan. After a full consideration of the matter, Council Member _____ offered and moved the adoption of the following resolution:

**A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE
"TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE CITY OF
HATTIESBURG, MISSISSIPPI, 1996, AS AMENDED AND RESTATED NOVEMBER
2024".**

WHEREAS, _____ under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body of the City, on November 19, 2024, did adopt a certain resolution entitled:

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND
INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE
LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH
IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED,
DETERMINING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION
WITH A TAX INCREMENT FINANCING REDEVELOPMENT PLAN, CITY OF
HATTIESBURG, MISSISSIPPI, 1996, AS AMENDED AND RESTATED NOVEMBER
2024, AND FOR RELATED PURPOSES.**

WHEREAS, _____ City's Planning Commission considered the Redevelopment Plan at its meeting on December 11, 2024; and at such meeting determined said Redevelopment Plan _____ was was not in conformity with the *Comprehensive Plan 2008-2028, City of Hattiesburg, Mississippi* (the "Comprehensive Plan") as set for the in the letter of the Planning Commission attached as **EXHIBIT 2**; and

WHEREAS, as directed by the aforesaid resolution and as required by law, a Notice of Public Hearing was published on December 5, 2024, in The Pinebelt News, a newspaper having a general circulation within the City, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk; and

WHEREAS, the Notice of Public Hearing generally described the Redevelopment Plan, and further called for a public hearing to be held on December 16, 2024, at 4:00 P.M. CST at the

Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, 39401 in order for the general public to state or present their views on the Redevelopment Plan; and

WHEREAS, at 4:00 P.M. on Monday, December 16, 2024, the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That a feasible method exists for the location of families (if any) who will be displaced from the Redevelopment Project Area (as defined in the Redevelopment Plan) in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families, and that the Redevelopment Plan conforms to the general plan of the City as a whole, including the Comprehensive Plan, and that the Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Redevelopment Area by private enterprise.

SECTION THREE: That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the *Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* attached hereto as **Exhibit 3** and do hereby adopt and approve such Redevelopment Plan as presented. For cause this resolution shall become effective upon the adoption hereof.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and this Resolution adopted this the ____ day of December 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 December 2024.

/s/ _____
CITY CLERK

MAYOR

EXHIBIT 1

Proof of Publication

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, oweekly newspapers published in Lomor 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: 431 Published 1 times

Date 1st Published: Dec. 5 Amt: 51.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 51.72

Proof of Publication Fee: 6.00

TOTAL: 54.72

(signed) Jennifer Street
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 5th
day of December, 2024, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Christina Pierce



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Hattiesburg Notice
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pyrnt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR THE CITY OF HATTIESBURG, MISSISSIPPI, 1996, AS AMENDED AND RESTATED NOVEMBER 2024

Notice is hereby given that a public hearing will be held on December 16, 2024, at 4:00 P.M. CST at the Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, 39401 on the proposed Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024 (the "Redevelopment Plan").

The general scope of the Redevelopment Plan is outlined as follows: The Redevelopment Plan is to be implemented by the City of Hattiesburg. The techniques to be used to meet the objectives of the Redevelopment Plan include: (a) rehabilitation of structures; (b) acquisition of real property within the Redevelopment Area; (c) demolition and removal of buildings; (d) construction of improvements on vacant or cleared lands; (e) redevelopment; (f) consolidation of title; (g) elimination of environmental deficiencies and blighting influences (including physical conditions, ownership patterns, and non-conforming land uses, which prevent or restrict development within the Redevelopment Area in accordance with the Redevelopment Plan; (h) construction of off-street parking facilities; and (i) encouragement of rehabilitation and redevelopment by private enterprise, including the making of loans from the proceeds of revenue bonds or notes to finance repair and rehabilitation of buildings or other improvements, acquisition of real property, demolition and removal of buildings and improvements, and construction of improvements in the Redevelopment Area in accordance with the Redevelopment Plan. The Redevelopment Plan includes restrictions with respect to land uses, maximum densities, building requirements, off-

ipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases:

(a) The certification was not in fact executed by the City of Hattiesburg Certifying Officer.

(b) The City of Hattiesburg has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58.

(c) The recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR part 58 before approval of the release of funds by HUD.

(d) Another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Objections must be prepared and submitted via email in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the HUD Jackson MS Field Office of Community Planning and Development Director, Ashley Lowe, at Ashley.Lowe@hud.gov. Potential objectors should contact the HUD Jackson Field office via email to verify the actual last day of the objection period.

Toby Barker, Mayor
City of Hattiesburg, MS
Published December 5, 2024

Exhibit 2

Letter from Planning Commission (attached)

Exhibit 3

Redevelopment Plan

TAX INCREMENT FINANCING REDEVELOPMENT PLAN
FOR THE CITY OF HATTIESBURG, MISSISSIPPI, 1996, AS
AMENDED AND RESTATED NOVEMBER 2024



Prepared By:
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ARTICLE I THE TAX INCREMENT FINANCING ACT

- A. This *Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* (the “Redevelopment Plan”) is an amendment to and a restatement of that *Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi, 1996*, and is being adopted and implemented by the City of Hattiesburg, Mississippi (the “City”) pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “TIF Act”). Projects implemented under this Redevelopment Plan may be undertaken in collaboration with Forrest County, Mississippi and Lamar County, Mississippi and/or other counties, cities and governing authorities pursuant to Section 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”), and/or the Regional Economic Development Act as authorized by Section 57-64-1 *et seq.*, Mississippi Code of 1972, as amended and applicable (the “REDA Act”).
- B. A “redevelopment plan” means a plan for the acquisition, clearance, reconstruction, rehabilitation or future use of a redevelopment project area which shall be sufficiently complete: (i) to indicate its relationship to definite local objectives as to appropriate land uses and improved traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements; and (ii) to indicate proposed land uses, waterfront uses, if any, and building requirements in the area. A redevelopment plan may include interlocal cooperation agreements between a municipality and a county whereby both agree to pledge revenues payable to them to fund the debt of service of any indebtedness incurred pursuant to the TIF Act.
- C. Tax Increment Financing (“TIF”) is a legal, constitutionally accepted financing mechanism to accomplish development and redevelopment of municipalities and counties throughout the State of Mississippi (the “State”). TIF is a tool that can be used to induce or encourage economic development and is a local incentive that can be accessed and used through the City’s own initiative. This Redevelopment Plan permits the adoption and administration of TIF plans (“TIF Plans”¹) for projects on any lands lying within the corporate limits of the City as the same exists as of the date of approval hereof and as may be modified thereafter (the “Redevelopment Project Area”).
- D. After the adoption of a TIF Plan, the clerk will certify the assessed value of the real property, including personal property located thereon, described in the TIF Plan. Property taxable at the time of the certification shall be included in the assessed value at its most recently determined valuation. Property exempt from taxation at the time a TIF Plan is adopted shall be included at zero unless it was taxable when the TIF Plan was approved, in which case its most recently determined assessed valuation before it became exempt shall be included. These assessed values are referred to as the “Original Assessed Value.”
- E. Each year thereafter, the clerk will certify the amount by which the assessed value of real property, including personal property located thereon, described in the TIF Plan has

¹ A short overview of the adoption of TIF Plans is provided in Article II

increased or decreased from the Original Assessed Value. These assessed values are referred to as the “Current Assessed Value.”

- F.** The clerk shall certify the amount of the Captured Assessed Value to the City each year for the duration of the TIF Plan. The City may choose to retain all or a portion of the Captured Assessed Value for purposes of TIF if the TIF Plan provides that all or a portion of the Captured Assessed Value is necessary to finance the redevelopment project, including the cost of establishing necessary reserves to insure payment of revenue bonds.
- G.** Pursuant to the TIF Act, Tax Increment Financing Bonds, notes, or other debt obligations (“TIF Bonds”) may be issued by the City to construct improvements or reimburse developers for the construction of improvements that will induce development activity.
- H.** To provide for the payment of the TIF Bonds, the City and other participating jurisdictions, if any, may pledge all or part of the ad valorem taxes generated on the Captured Assessed Value. The City may elect to pledge increases in retail sales tax rebates generated by the projects to provide for the payment of TIF Bonds as authorized by the TIF Act, as well as other sources of revenue as may permitted under the REDA Act. Participating jurisdictions and governing authorities may also elect to pledge revenues pursuant to applicable State law.
- I.** If the TIF Plan provides that only a portion of the Captured Assessed Value is necessary to finance the TIF Bonds, only that portion shall be set aside and the remainder shall be apportioned to the various municipal tax levy funds and the various county tax levy funds. If the TIF Plan provides that a portion of the retail sales tax rebate is to be used to finance the TIF Bonds, only that portion shall be set aside, and the remainder may be used by the City as authorized by State law.
- J.** In most cases, TIF is used to construct public infrastructure improvements (i.e., roads, utilities, drainage, parking, etc.) even though it can be used for other purposes.
- K.** School taxes cannot be used to retire TIF Bonds. The schools can use those funds in their normal operations.
- L.** There is **no** financial obligation on the part of the City if TIF Bonds are issued other than the pledge of the ad valorem tax revenues on real and personal property and/or sales tax rebates if applicable. TIF Bonds are secured solely by increased ad valorem tax revenues and/or sales tax rebates and are not general obligations secured by the full faith, credit, and taxing power of the City. Additionally, if a county participates in TIF Bonds, those TIF Bonds are secured solely by increased ad valorem tax revenues and are not general obligations secured by the full faith, credit, and taxing power of the County.

ARTICLE II

THE TAX INCREMENT FINANCING PROCESS

- A.** The steps for adopting this Redevelopment Plan are below:

- (1) The Redevelopment Plan designating all or part of the City as “a Redevelopment Project Area” is prepared.
- (2) The Mayor and City Council (the “Governing Body”) of the City adopts a resolution determining the necessity for utilizing TIF and setting a public hearing in connection with the Redevelopment Plan.
- (3) The Redevelopment Plan is referred to the City’s Planning Commission for review.
- (4) City’s Planning Commission finds that the Redevelopment Plan conforms to the City’s Comprehensive Plan.
- (5) The City publishes a notice of public hearing in accordance with the TIF Act.
- (6) A public hearing is held at which time the Redevelopment Plan and related matters are presented to the public, and citizens are given an opportunity to comment.
- (7) The Governing Body adopts a resolution approving and adopting the Redevelopment Plan.

B. The steps for adopting a TIF Plan or any amendment to a TIF Plan pursuant to this Redevelopment Plan are below:

- (1) A TIF Plan is prepared for a specific economic development project. A TIF Plan must conform to the TIF Act, and must include the following: (a) a statement of the objectives of the City with regard to the TIF Plan; (b) a statement indicating the need and proposed use of the TIF Plan in relationship to the Redevelopment Plan; (c) a statement containing the cost estimates of the redevelopment project and the projected sources of revenue (ad valorem taxes, sales taxes, and the proceeds of any other financial assistance) to be used to meet the costs including estimates of tax increments and the total amount of indebtedness to be incurred; (d) a list of all real property to be included in the TIF Plan; (e) the duration of the TIF Plan’s existence; (f) a statement of the estimated impact of the TIF Plan upon the revenues of all taxing jurisdictions in which the redevelopment project is located; and (g) a statement requiring that a separate fund be established to receive any ad valorem taxes and/or sales tax rebates and the proceeds of any other financial assistance.
- (2) The Governing Body adopts a resolution acknowledging the availability of the TIF Plan and setting a public hearing for the TIF Plan in accordance with the TIF Act.
- (3) The City conducts a public hearing at which time the TIF Plan is presented to the public and citizens are given an opportunity to comment.
- (4) After the public hearing and assuming there are no further amendments made to the TIF Plan after the public hearing, the Governing Body of the City adopts a resolution approving the TIF Plan.

- (5) Pursuant to further proceedings of the City, bond counsel will proceed with the TIF Bond issuance process as called for under the TIF Plan and draft any agreements entered into between the City and the developer(s) of the projects permitted in the TIF Plan.

ARTICLE III

TAX INCREMENT FINANCING REDEVELOPMENT PLAN OBJECTIVES

- A. This Redevelopment Plan has been developed in conformity with State law and will be implemented in accordance with the goals, objectives, and strategies of City's the Comprehensive Plan entitled *Comprehensive Plan 2008-2028, City of Hattiesburg, Mississippi* (as subsequently amended or modified, the "Comprehensive Plan"). The Comprehensive Plan was approved in 2008 and updated and replaced the comprehensive plan adopted by the City in 1988. As of the date of this Redevelopment Plan, the City is in the process of preparing an update to the Comprehensive Plan. This Redevelopment Plan shall be used by the City to facilitate development and redevelopment projects consistent with and in accordance with the City's duly adopted Comprehensive Plan which may change or be updated from time to time.
- B. The Redevelopment Plan herein incorporates by reference the goals, objectives, and strategies and intended purposes of the Comprehensive Plan. Because it is the intent of the Governing Body for this Redevelopment Plan to be implemented consistently with the goals, objective and strategies of the Comprehensive Plan, if any portion of this Redevelopment Plan shall conflict with amendments and updates to the Comprehensive Plan, the Comprehensive Plan shall control.
- C. This Redevelopment Plan contemplates that the City will utilize TIF as a tool to assist the City in implementing goals, objectives, strategies, and recommendations of the Comprehensive Plan and is intended to support and complement the Comprehensive Plan. The forty-five goals of the Comprehensive Plan are as follows:
 - (1) Continue to protect and enhance the City's quality of life—stabilize and protect neighborhoods, build sidewalks and bikeways, invest in education, public facilities and spaces—in order to uphold the City's reputation as a great place to live, work, retire, shop, and recreate.
 - (2) Continue to make the City a great place to own and operate a business, large or small; promote policies and programs to sustain and improve small businesses;
 - (3) Continue to market the many qualities that make the City a desirable place to locate a business; identify and enhance the qualities of the City's environment that will attract a diverse, sustainable range of businesses and industries;
 - (4) Make improvement of the City's public schools a community-wide priority; strive to make the Hattiesburg Public School District synonymous with superior education;
 - (5) Make efforts to ensure that public facilities—utilities, streets and traffic controls, public safety, etc.—complement the efforts of private schools to create safe and pleasant learning environments;
 - (6) Market the City as a college town; identify, enhance and promote the qualities that

- make student living outside the classroom interesting and enjoyable;
- (7) Promote greater collaboration between the City, the University of Southern Mississippi, and William Carey University on land use, transportation/circulation, community events, and community building initiatives;
 - (8) Promote the construction of high-quality housing in a range of housing types, prices and densities; preserve existing housing stock that is in good condition;
 - (9) Promote home ownership opportunities and downpayment assistance programs to enable more residents to achieve the American dream of owning a home;
 - (10) Protect the value, safety and stability of neighborhoods by ensuring that local zoning and development decisions do not create potential nuisances—noises, odors, vibrations, increases in nonresidential traffic—or allow inappropriate nonresidential encroachments;
 - (11) Empower neighborhood residents to take active roles in improving neighborhood conditions and furthering neighborhood plans through participation in neighborhood associations; mobilize neighborhood residents to improve neighborhood conditions and participate in civic issues and community decision-making;
 - (12) Preserve, protect, and promote officially designated and otherwise well-recognized historic districts and resources;
 - (13) As a certified retirement community, provide residential development options and quality of life amenities that are attractive to retirees;
 - (14) Strive to be the outstanding city in Southeast Mississippi for health care facilities and skilled health care personnel. Ensure that all residents have access to quality health care and medical services;
 - (15) Create and maintain clean, attractive public and private spaces in the City; make the appearance of the City something that is recognized and admired by visitors and a source of pride for residents;
 - (16) Celebrate and promote the City's beauty, history and culture by holding community events, honoring people and events that have influenced the City's culture, and protecting the city's cultural and historic places and structures;
 - (17) Protect the distinctive qualities of the City's natural environment—longleaf pine trees, scenic rivers and creeks—for the use and enjoyment of future generations;
 - (18) Recognize that the policies and actions undertaken today in the City will have a lasting impact on future generations. Embrace the principles of sustainable development to conserve and protect natural resources, improve air and water quality, enhance public health and well-being, and ensure prosperity and a high quality of life for all current and future residents;
 - (19) Preserve and maintain the beauty and character of the City by preserving the region's distinctive topography;
 - (20) Promote land use and development practices that consider the environment's natural stormwater drainage and clarification systems—creeks, streams, watercourses, wetlands, and floodplains; Discourage new development in wetlands and flood prone areas;
 - (21) The City has a well-established urban forest. Preserve and maintain the beauty and character of the City by promoting policies to protect and preserve the City's tree canopy.
 - (22) Strive to protect residents and property owners from environmental hazards;

- (23) Protect the residents of the City by lowering the risks and reducing the effects of disasters on critical facilities; identify and implement mitigation strategies that will reduce or prevent catastrophic damages, casualties, physical and/or financial losses;
- (24) Plan appropriately for the orderly arrangement of land uses to create a city with safe, convenient, attractive, sustainable, healthy neighborhoods and districts;
- (25) Encourage the formation and maintenance of healthy, complete residential districts with a range of appropriate housing types, public uses, and neighborhood-serving retail and service businesses; protect neighborhoods from encroachment of incompatible land uses and developments;
- (26) Encourage a wider range of multi-family housing options, such as second-floor apartments above storefronts, townhomes, and condominiums, as alternatives to conventional apartment complexes;
- (27) Direct student housing to locations that are accessible to area colleges and universities without negatively impacting established, stable residential neighborhoods;
- (28) Promote high-quality, well-designed, sustainable mixed-use developments;
- (29) Provide a range of retail and service businesses that are accessible and convenient to all areas of the City;
- (30) Foster industrial development in industrial parks and in designated industrial districts in the City; attract and encourage a diverse mix of research and technology enterprises and light industries;
- (31) Provide adequate space for public and quasi-public land uses in the City. Ensure that public and quasi-public uses are appropriately sited to be accessible to residents and visitors.
- (32) Promote and advance Downtown Hattiesburg as the City's central business district—the heart of civic activities, entertainment, commerce, banking, specialty retail, urban residential, arts and culture;
- (33) Promote and advance a Community Development Renewal District to promote a healthy balance of homes, services, and work opportunities inside the district and based on the principle that all segments of the population deserve healthy vibrant places to live and work and recreate.
- (34) Ensure opportunities for local cultural interaction within the Community Development Renewal District to address a variety of planning elements that bring people together in public spaces and venues;
- (35) Promote “green” building and development throughout the Community Development Renewal District. Provide solutions that bring about a cleaner, healthier, and greener natural environment. Discourage activity and development that destroys, degrades, or pollutes the natural environment;
- (36) Maintain a safe, efficient and convenient network of streets and sidewalks that are well constructed, well-maintained; build transportation facilities that are designed to reflect the character of surrounding land uses and provide the amenities desired by pedestrians and the motoring public;
- (37) Treat walking and bicycling as viable transportation modes as opposed to amenities only to be funded when grant monies are available. Adopt a “Complete Streets” policy as a guide for all future transportation decisions;
- (38) Provide adequate utility services to all residents of the City;
- (39) Embrace new technologies and be proactive in using and supporting technologies

- and technology-based industries to enhance the City's quality of life;
- (40) Provide adequate community facilities in all areas of the City. Supply sufficient funds and personnel to ensure that adequate community services are provided in all areas of the City;
 - (41) Provide a wide variety of passive and active recreational activities in the City for young children, young adults, families, adults, retirees, and persons with disabilities;
 - (42) Realize the full potential of the Hattiesburg Zoo—the only city-owned and operated zoo in the State. Continue to build the zoo's reputation as a respected environmental education center. Market and promote its educational programs and school partnerships;
 - (43) Ensure the safety of City residents and visitors by providing adequate police and fire protection in all areas of the City; and
 - (44) Ensure that the Comprehensive Plan is a living document that is implemented through day-to-day public decision-making, public budgeting, and through the actions of the many public, quasi-public and private agencies and individuals that impact the city's form and function;
 - (45) Develop an integrated geographic information system (GIS) designed to manage georeferenced data from all city departments and provide access to map data (zoning, flood zones, tax parcel information, etc.) to the citizens via the City's website.
- D.** This Redevelopment Plan and subsequent TIF Plans will require that developments induced under the TIF Act be constructed in accordance with the Comprehensive Plan together with the *Hattiesburg, Mississippi Land Development Code, Ordinance #3209*, adopted February 21, 2017, and as updated September 8, 2020, as the same may be supplemented or updated from time to time (the "LDC"), the intent of which is to ensure that no development activity shall occur on any public or private property within the jurisdiction of the LDC until and unless all applicable development approvals for the development activity have been granted. All developments assisted with TIF must adhere to the objectives and requirements of the LDC, the street and road design standards of the City and requirements of the City governing utilities and drainage improvements, among other things.

ARTICLE IV DESCRIPTION OF REDEVELOPMENT PROJECT AREA

- A.** Redevelopment Project Area Description: The Redevelopment Project Area designated by this Redevelopment Plan will consist of all real property located within the corporate limits of the City. It is the City's intent to expedite the use of TIF for the benefit of the public, therefore in the event the City annexes other property, this Redevelopment Plan shall include said additional property without the necessity of amending same.
- B.** Redevelopment Project Area Boundary Map: A map of the Redevelopment Project Area encompassing all real property located within the corporate limits of the City is attached hereto in Exhibit 1.

ARTICLE V

REDEVELOPMENT TECHNIQUES TO IMPLEMENT POLICIES

- A.** This Redevelopment Plan shall be implemented primarily by the City, exercising the redevelopment powers conferred upon the City by the TIF Act. The techniques to be used to meet the goals and objectives of the Redevelopment Plan include rehabilitation and renovation, expansion of existing buildings, acquisition of real property, demolition and removal of buildings, construction of improvements, new development and redevelopment, consolidation of title, elimination of environmental deficiencies and blighting influences, construction of parking facilities, and encouragement of rehabilitation, renovation, new development and redevelopment by private enterprise. A brief description of each component or technique of the Redevelopment Plan follows:
- B.** Rehabilitation and Renovation: This Redevelopment Plan provides for the utilization of TIF powers of the City to rehabilitate and renovate structures, which are: (a) substandard structures² on which rehabilitation or renovation is practical in the judgment of the owners thereof; or (b) structures in which, in the judgment of the owner thereof, rehabilitation will result in a higher and better use for the property on which such structure is located.
- C.** Acquisition of Real Property: Real property shall be acquired as provided in Article IX of the Redevelopment Plan.
- D.** Demolition and Removal of Structures: This Redevelopment Plan shall be implemented in some instances through the demolition and removal of structures. This Redevelopment Plan provides for the demolition and removal of the following structures, if necessary and appropriate:
- (1) Substandard structures as to which, in the judgment of the owner thereof, rehabilitation is not practical;
 - (2) Structures, which in the judgment of the owner thereof, are economically obsolete;
 - (3) Structures, which in the judgment of the owner thereof, prevent maximum utilization of the property on which such structures are located;
 - (4) Structures that have been acquired by the City and determined by the Governing Body of the City to be economically obsolete; and
 - (5) Structures that have been acquired by the City and that Governing Body determines prevent the maximum utilization of the property on which such structures are located.
- E.** Construction of Improvements: This Redevelopment Plan provides for the construction of

² A substandard structure is a structure that does not conform to the building and related codes of the City as are in force and effect from time to time.

new improvements for uses on vacant or cleared land within the Redevelopment Project Area. Such construction shall be in accordance with the Comprehensive Plan, LDC, and all other applicable codes and ordinances of the City as may be in force and effect.

- F.** Development and Redevelopment: Under the provisions of this Redevelopment Plan, vacant or cleared land held by the City may be disposed of to private parties for new development or redevelopment. Such disposition of land by the City shall be in accordance with the Redevelopment Plan and applicable State law.

This Redevelopment Plan encourages the new development or redevelopment of vacant or cleared land, which is acquired by private enterprises.

- G.** Consolidation of Title: This Redevelopment Plan provides for the elimination of diverse patterns of ownership, which prevent or restrict development of large tracts of land.

In the event that the City determines that optimum utilization of a particular tract of land cannot be attained because of diversity of ownership, and that action by the City is likely to enhance the possibility of development of such tracts, the City may take such actions as it determines to be necessary to consolidate title to such tract of land.

- H.** Elimination of Environmental Deficiencies and Blighting Influences: This Redevelopment Plan provides for the City to undertake to determine any and all factors, which prevent or restrict new development or redevelopment within the Redevelopment Project Area. The Governing Body of the City shall take such action as it deems necessary to reduce or eliminate such factors or the effects thereof.

Environmental deficiencies and blighting influences that the City may deem necessary to reduce or eliminate include, but are not limited to, physical conditions, ownership patterns, non-conforming land uses, improper development, etc.

- I.** Construction of Off-Street Parking Facilities: This Redevelopment Plan provides for the construction of off-street parking facilities to serve the demand within the Redevelopment Project Area. Parking facilities shall be constructed in accordance with the Comprehensive Plan, LDC, and other applicable codes and ordinances of the City.

- J.** Encouragement of Rehabilitation, Renovation, New Development and Redevelopment by Private Enterprise: This Redevelopment Plan provides that the City shall, to the greatest extent feasible, afford maximum opportunity to encourage the rehabilitation, renovation, new development and redevelopment of the Redevelopment Project Area by private enterprise.

In order to utilize appropriate private and/or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation and renovation, to provide for the redevelopment of slum and blighted areas, and to provide for and encourage the new development or redevelopment of vacant or cleared lands, the City shall encourage rehabilitation, renovation, clearance, new development or redevelopment within the Redevelopment Project Area by:

- (1) Carrying out a program of voluntary repair, renovation, and rehabilitation of buildings or other improvements in accordance with this Redevelopment Plan, including making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with this Redevelopment Plan; and
- (2) Making loans to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements and constructing improvements (including buildings) in the Redevelopment Project Area in accordance with this Redevelopment Plan.

Such loans shall be made only from the proceeds of revenue bonds or notes of the City secured solely by the City's rights in connection with such loans; shall be made upon such terms and conditions as the City shall determine; and shall be subject to such additional requirements as the City shall impose.

ARTICLE VI LAND USES, MAXIMUM DENSITIES, LAND DEVELOPMENT, AND BUILDING REQUIREMENTS

- A. Land Uses/Zoning Ordinance: This Redevelopment Plan is to be implemented in accordance with the Comprehensive Plan and, therefore, provides for adherence to the City's land use plan. Land use in the Redevelopment Project Area is regulated by the LDC, as the same may be amended from time to time. The map delineating the zoning districts for the City is on file in the Office of the City Clerk of the City.
- B. Maximum Densities/Zoning Ordinance: The LDC of the City shall regulate the maximum development densities in the Redevelopment Project Area.
- C. Land Development/Subdivision Regulations: This Redevelopment Plan shall require that any development assisted with TIF be developed in conformity with regulations and standards of the City governing the subdivision of land, namely the LDC.
- D. Building Requirements/Building and Related Codes: This Redevelopment Plan requires that any new construction and any rehabilitation shall meet the requirements of the building and related codes of the City as may be in effect from time to time.

ARTICLE VII REAL PROPERTY ACQUISITION

- A. Procedures: This Redevelopment Plan requires that all property acquisitions by the City shall be made in accordance with the TIF Act. Discrimination of any kind shall be prohibited. Race, color, creed, national origin, age, and sex shall in no way affect any aspect of the land acquisition process.
- B. Property to Be Acquired: Under the provisions of this Redevelopment Plan, the City may,

at its discretion, acquire real property (as defined in the TIF Act) for needed public facilities within the Redevelopment Project Area (including, but not limited to, surface or multi-story parking facilities).

Where necessary to eliminate unhealthy, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, the City may, from time to time in its discretion, acquire mortgages made to finance costs of (1) acquiring real property, (2) demolishing and removing buildings and improvements, and (3) constructing improvements in the Redevelopment Project Area in accordance with this Redevelopment Plan.

ARTICLE VIII TRAFFIC CONTROL AND MAJOR CIRCULATION ROUTES

This Redevelopment Plan is to be implemented in conformity with the Comprehensive Plan. The City shall, from time to time, establish major traffic circulation routes for the Redevelopment Project Area and will maintain traffic controls. The City's transportation plan, subdivision regulations, street design and construction standards govern street widths, ingress and egress patterns, turn lanes, turn restrictions, and vehicle limitation established by weight.

The City's regulations, along with realignment, widening, and overlaying of existing streets will achieve improved traffic circulation and flow for City and pass-through traffic. Traffic control and circulation in the Redevelopment Project Area will utilize appropriate signage and electronic signalization as necessary and will provide optimum access to existing and proposed off-street parking. This Redevelopment Plan will be implemented so as to efficiently integrate traffic circulation and flow into the zoning scheme of the City and the general circulation patterns of the community.

ARTICLE IX OFF-STREET PARKING, LOADING AND UNLOADING SPACE

This Redevelopment Plan conforms to the LDC and other codes and ordinances wherein off-street parking, loading and unloading space requirements shall be regulated and controlled.

ARTICLE X RELATIONSHIP TO POLICIES REGARDING APPROPRIATE LAND USES, IMPROVED TRAFFIC, PUBLIC TRANSPORTATION, PUBLIC UTILITIES, RECREATIONAL AND COMMUNITY FACILITIES, AND OTHER PUBLIC IMPROVEMENTS

This Redevelopment Plan will serve to support and complement the Comprehensive Plan and the LDC. The objective of this Redevelopment Plan is to adhere to the purposes and the goals, objectives, vision, and strategies of the Comprehensive Plan and the LDC and to use TIF as an inducement for development and redevelopment pursuant to the Act. This Redevelopment Plan seeks to utilize TIF to incentivize capital investment that will encourage the redevelopment of blighted areas, strengthen the entire community by carefully planning the location of shopping

centers and the design of business establishments, increase the tax base, increase retail sales tax rebates, increase revenues from special tourism taxes and economic development and increase job opportunities in the City. This Redevelopment Plan seeks to encourage revitalization of the Redevelopment Project Area by inducing new development and redevelopment. Public facilities and services will be improved and properly maintained as a result of the implementation of this Redevelopment Plan. This Redevelopment Plan seeks to encourage development and redevelopment projects and to insure their conformity to the Comprehensive Plan, the LDC and the elements comprising both the Comprehensive Plan and the LDC.

ARTICLE XI PROVISIONS OF REGULATIONS DECLARED TO BE MINIMUM REQUIREMENTS

For the purposes of this Redevelopment Plan, regulations referred to shall be interpreted and applied as minimum requirements. Whenever the requirements of these regulations are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions or covenants, the most restrictive or that imposing a higher standard shall govern.

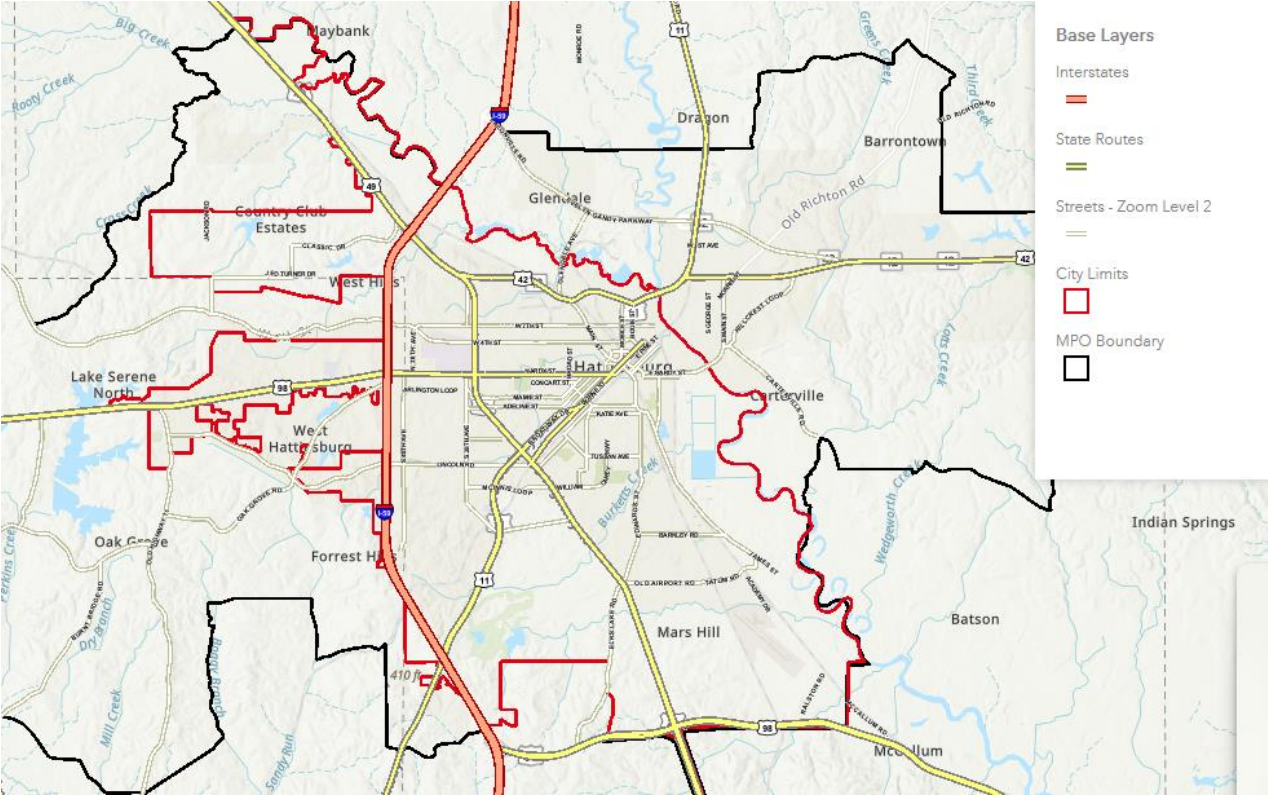
ARTICLE XII WAIVER OF REQUIREMENTS

- A. Any requirement or condition contained in this Redevelopment Plan may, upon request and for good cause shown, be waived or modified by the City to the extent permissible under law.
- B. If any provision of this Redevelopment Plan is held by a court of competent jurisdiction to be illegal, invalid or contrary to public policy, such finding shall not affect the remaining provisions of this Redevelopment Plan, and this Redevelopment Plan shall be construed and continue in existence as if such illegal, invalid or contrary to public policy was not contained herein.

ARTICLE XIII PROVISIONS FOR AMENDING THE PLAN

This Redevelopment Plan may be modified by the City in accordance with the TIF Act, as the same may be amended from time to time.

EXHIBIT 1
Redevelopment Project Area
(encompasses all real property located
within the corporate limits of the City as of November 2024)





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

Dear Mayor Barker,

As required by Section 21-45-21 of the Mississippi Code of 1972, as amended, the Planning Commission was requested by the Mayor and City Council to consider how the *Tax Increment Financing Redevelopment Plan of the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* (the "Redevelopment Plan") conforms with the Comprehensive Plan of the City.

This Letter advises that the Hattiesburg Planning Commission has met and reviewed the Redevelopment Plan. As required, the Planning Commission has determined that the Redevelopment Plan has been written and developed in conformity with the Comprehensive Plan for the City,

We recognize TIF as a valuable economic development tool that will continue to strengthen our community's tax base and provide job opportunities for our City. We, therefore, recommend the adoption and implementation of the Redevelopment Plan.

Sincerely,

Chairman of the Planning Commission

CC: Elizabeth L. Clark, Esq.

Randy Pope, Esq



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2024

Re: Adopt a Resolution approving the adoption and implementation of the "Tax Increment Financing Plan, Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November, 2024".
File Number: 2024-790
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2024 City Council meeting for consideration.

The City Clerk reported that pursuant to a resolution of the Mayor and the City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City") calling for a public hearing to be held at 4:00 P.M. on Monday, December 16, 2024, with respect to a *Tax Increment Financing Plan for Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November 2024* (the "TIF Plan"), a notice of the public hearing was published on December 5, 2024 in *The Pinebelt News*, a newspaper having a general circulation in the City, as evidenced by proof of publication on file in the office of the Clerk and attached hereto as Exhibit 1. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. Following the Clerk's report, Council Member _____ offered and moved the adoption of the following resolution:

**A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE
"TAX INCREMENT FINANCING PLAN, HATTIESBURG MARKETPLACE, CITY OF
HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, NOVEMBER 2024".**

WHEREAS, under the power and authority granted by the Laws of the State of Mississippi (the "State") including but not limited to, Section 21-45-1, *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "TIF Act"), the Governing Body, on November 19, 2024, did adopt a certain resolution entitled: RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI DETERMINING (I) THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED WITH RESPECT TO SECTION 21-45-1 *ET SEQ.* OF THE MISSISSIPPI CODE OF 1972, AS AMENDED (THE "ACT"), REGARDING THE TAX INCREMENT FINANCING PLAN FOR HATTIESBURG MARKETPLACE, CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, NOVEMBER 2024 (THE "TIF PLAN"); (II) THE HATTIESBURG MARKETPLACE PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE ACT AND OTHER LAWS OF THE STATE OF MISSISSIPPI; (III) THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TIF PLAN; AND (IV) FOR RELATED PURPOSES (the "Hearing Resolution").

WHEREAS, as directed by the Hearing Resolution and as required by the TIF Act, a notice of public hearing (the "Notice of Public Hearing") was published one (1) time in *The Pinebelt News*, a newspaper having a general circulation within the City, and was so published in said newspaper on December 5, 2024, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk; and

WHEREAS, the Notice Of Public Hearing generally described the TIF Plan and further called for a public hearing to be held in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on the 16th day of December 2024, in order for the general public to state or present their views on the Amended TIF Plan; and

WHEREAS, at 4:00 P.M. on Monday, December 16, 2024, the public hearing was held and all in attendance were given an opportunity to state or present their oral or written comments on the TIF Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS
FOLLOWS:**

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of the Act, to adopt and implement the TIF Plan attached hereto as Exhibit 2, and do hereby adopt and approve such plan as presented in order to assist in the development of the proposed Project (as described in the TIF Plan) by issuing jointly with Lamar County, Mississippi (the "County") in one or more series of tax increment financing bonds in an amount not to exceed Two Million Dollars (\$2,000,000) (the "TIF Bonds") to finance the cost of certain Infrastructure Improvements (as defined in the TIF Plan) in connection with the TIF Plan.

SECTION THREE: That the TIF Bonds shall be issued pursuant to further proceedings of the City and the County.

SECTION FOUR: For cause, this resolution shall become effective immediately upon the adoption thereof.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and this Resolution adopted this the ____ day of December 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 December 2024.

/s/ _____
CITY CLERK

MAYOR

Exhibit 1
Proof of Publication
(attached)

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, repre-
senting 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 an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 343 Published 1 times

Date 1st Published: Dec. 5 Amt: 41.16

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 41.16

Proof of Publication Fee: 6.00

TOTAL: 47.16

(signed) Jemifer Street
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 5th
day of December, 2024, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Christina Pierce



FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Notice of Hearing
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF PUBLIC HEARING TAX INCREMENT FINANCING PLAN

Notice is hereby given that the Mayor and City Council (the "Governing Body") of the City of Hattiesburg, Mississippi (the "City"), will hold a public hearing on December 16, 2024, at 4:00 o'clock p.m. at the regular meeting place of the Governing Body in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the Tax Increment Financing Plan for Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November 2024 (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998, as Amended and Restated November 2024 and further, to designate the Hattiesburg Marketplace Project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a proposal that the City will establish a TIF District (as set forth in the TIF Plan) and issue tax increment financing bonds or notes (the "TIF Bonds"), in one or more series in a principal amount not to exceed Two Million Dollars (\$2,000,000) to support the Hattiesburg Marketplace Project and to reimburse the Developer for eligible expenses incurred in the development and redevelopment of the TIF District, all as set forth in the TIF Plan and Section 21-45-1, et seq. of the Mississippi Code of 1972, as amended (the "TIF Act").

The TIF Bonds shall be secured by the City's pledge of all the incremental increase in ad valorem tax revenues generated by real and personal property constituting and located within the TIF District as described in the TIF Plan. The TIF Bonds will never be a general obligation of the City, will not be secured by the full faith, credit, and taxing power of the City, and will not create any other pecuniary liability on the part of the City, other than the pledge of the incremental increase in the ad valorem taxes set forth above. The TIF Bonds issued pursuant to the TIF Plan will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

Copies of TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Hattiesburg, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the TIF Act.

Witness my signature and seal, this the 19th day of November, 2024.

/s/Kermas Eaton
City Clerk
(SEAL)

Published December 5, 2024

Exhibit 2
TIF PLAN
(attached)

TAX INCREMENT FINANCING PLAN FOR
HATTIESBURG MARKETPLACE,
CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI,
NOVEMBER 2024



Prepared by: Gouras & Associates LLC
P.O. Box 1465
Ridgeland, MS 39158
601-605-8128 P 601-605-8129 F
chriscgouras@gourasandassociates.com
christiana@gourasandassociates.com

**TAX INCREMENT FINANCING PLAN FOR HATTIESBURG MARKETPLACE,
CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, NOVEMBER 2024**

ARTICLE I

A. PREAMBLE

1. This *Tax Increment Financing Plan for Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November 2024* (the “TIF Plan”), will be an undertaking of the City of Hattiesburg Mississippi (the “City”) and Lamar County, Mississippi (the “County”) and is authorized pursuant to Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “TIF Act”), and in accordance with the Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024 (the “Redevelopment Plan”).

2. Graham Development LLC (the “Developer”) plans to construct a high-quality mixed-use development known as “Hattiesburg Market Place” located off US Highway 98 and Lamar Boulevard in the City and the County (together with improvements to Lamar Boulevard and US Highway 98, (the “Project”). The Project will represent a private investment in excess of \$43,000,000 and will be located on real property more particularly described in Article VII of this TIF Plan and described in Exhibit A (hereinafter referred to as the “TIF District”).

3. The City and County may enter into an interlocal cooperation agreement pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the “Interlocal Act”), which will designate the City as the primary party in interest in administering this TIF Plan. The issuance of bonds to provide funds to finance the costs of Infrastructure Improvements (defined in Article 1, Section B.2), will be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds or notes in one or more taxable or tax-exempt series (collectively the “TIF Bonds”) in accordance with the Development Agreement (as defined in Article I, Section B.3) and as authorized herein to finance a portion of the Infrastructure Improvements. The TIF Bonds authorized by this TIF Plan shall not exceed in the principal amount of Two Million Dollars (\$2,000,000).

4. The tax increment financing funds identified herein will be used to defray and reimburse the cost of Infrastructure Improvements related to the Project and benefit the City and the County and their respective citizens by, among other things, addressing traffic flow and safety concerns for sections of US Highway 98 and Lamar Boulevard adjacent to the TIF District.

5. The Mayor and City Council (the “Governing Body”) of the City hereby finds and determines that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

6. The Developer has provided information to the City and the County regarding the proposed site plan, the amount of private investment, anticipated sales tax, and job creation projections for the Project. Estimates of ad valorem taxes were made based on information and valuations from the office of the Lamar County Tax Assessor and from information provided by the Developer.

B. STATEMENT OF INTENT

1. Pursuant to the authority outlined hereinabove, the City may issue TIF Bonds, in one or more tax-exempt or taxable series, in the principal amount of not to exceed \$2,000,000, which will be secured solely by a pledge of all the City's increased ad valorem taxes from the TIF District, including personal property located therein (the "City Tax Increment"), as well as the County's increased ad valorem taxes, including personal property located therein, but excluding millage for educational purposes (the "County Tax Increment" and together with the City Tax Increment, the "TIF Revenues").

2. To the extent allowed by law, the TIF Revenues will be used to pay to pay the actual costs of the City and the Developer incurred in providing for the construction of improvements to US Highway 98 and Lamar Boulevard as set forth in that certain letter dated October 22, 2024 from Billy Owen, District Engineer for District 6 (the "MDOT Letter") at the Mississippi Department of Transportation (the "MDOT Improvements") and may include the cost of the installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which may include, but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, culverts, roadways, curbs and gutters; sidewalks; on-site parking, paving and other related parking lot improvements; relocation of electrical lines; lighting, signalization; landscaping of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the "Improvements" and together with the MDOT Improvements, collectively, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and/or serving the TIF District.

3. The City may issue the TIF Bonds as provided in this TIF Plan and reimburse the Developer or the City, in whole or in part, in accordance with a development agreement to be executed between the parties as authorized by the TIF Act (the "Development Agreement") up to the amount of the TIF Bonds, if issued, which shall be issued upon completion of the Project.

4. The installation and construction of the Infrastructure Improvements will be undertaken to provide for the Project as well as the public convenience, health, and welfare of the City and the County as provided in the Development Agreement.

C. PUBLIC CONVENIENCE AND NECESSITY: The public convenience and necessity require participation by the City and the County in the Project. The Project will provide for the public

convenience and necessity and serve the best interests of the citizens of the City and the County, including:

1. The Project represents a private investment in excess of \$43MM and will create construction jobs.
2. The Project will create new permanent full-time and part-time jobs. The number of jobs and associated payrolls are dependent on market factors and are currently unknown.
3. The Developer projects that the City's annual real and personal property taxes generated by the TIF District will *increase* by \$207,117.
4. The Developer projects that the County's annual real and personal property taxes generated by the TIF District will *increase* by \$212,890.
5. The Developer projects that annual ad valorem real and personal property taxes generated by the TIF District for the benefit of the Lamar County School District (the "School District") will *increase* by \$243,269.
6. The Developer projects that the annual sales generated by the TIF District will exceed \$38,000,000.
7. The Developer projects that the TIF District is expected to result in annual sales tax rebates to the City of \$493,105.
8. The development of the Project will expand the tax base of the City, the County, and the School District.
9. The TIF District will utilize and develop land currently served by no utilities into a mixed-use development.
10. The development of the TIF District will facilitate the construction of the Infrastructure Improvements which will allow the development of strategically located property within the City and the County.
11. The construction and development of the Infrastructure Improvements will address traffic flow and safety concerns for sections of US Highway 98 and Lamar Boulevard adjacent to and/or servicing the TIF District.
12. The Developer projects that the completed Project will generate \$150,320 annually from the City's 2% Convention Promotion Tax and \$75,160 annually from the City's 1% Tourism Parks and Recreation Tax.

ARTICLE II PROJECT INFORMATION

- A. REDEVELOPMENT PROJECT DESCRIPTION:** The Project is a mixed-used development in the City and the County, including retail space for small and large storefronts, restaurants and smaller dining options, office space, parking, stormwater detention and common areas.
- B. DEVELOPER'S INFORMATION:** Graham Development, LLC, Attn: Jason Graham 6218 U.S. Hwy 98, Hattiesburg, Mississippi 39402.

ARTICLE III ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

- A. JOB CREATION:** The Project will create new permanent full-time and part-time jobs. Projections on the new jobs to be created are currently not available. Annual payroll cannot be determined at this time due to market factors and the range of job skill level.
- B. FINANCIAL BENEFIT TO THE COMMUNITY**
1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. Projected increases for the TIF District are set forth in Article 1, Section C.
 2. Retail Sales: Retail sales are estimated to be in excess of \$38,000,000, creating an annual sales tax rebate of \$493,105 for the City and annual State of Mississippi sales taxes of \$2,665,433.
 3. Special Taxes: It is anticipated that the completed Project will generate \$150,320 annually from the City's 2% Convention Promotion Tax and \$75,160 annually from the City's 1% Tourism Parks and Recreation Tax.
 4. Pledge: The City will pledge the City Tax Increment, and the County will pledge the County Tax Increment to secure the TIF Bonds. The City may issue TIF Bonds, in one or more tax-exempt or taxable series, in the principal amount of not to exceed \$2,000,000. The amount and timing of the issuance of the TIF Bonds shall be determined solely by the City, pursuant to further proceedings of the City, and in accordance with the Development Agreement and the Interlocal Agreement. Additionally, the principal amount of the TIF Bonds to be issued shall be limited to that amount which can be repaid by the TIF Revenues payable over a term not to exceed fifteen (15) years.

ARTICLE IV THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

- A. CONSTRUCTION OF IMPROVEMENTS:** The Infrastructure Improvements constructed for the Project will be consistent with the Redevelopment Plan. The Project and the Infrastructure

Improvements will be installed and constructed in accordance with standards, codes, and ordinances of the City and the requirements of the current Mississippi Department of Transportation (“MDOT”) Roadway Design Manual or other requirements as set by MDOT, and the Project will further the goals and objectives of the Redevelopment Plan, including Article VII of the Redevelopment Plan regarding traffic control and major circulation routes as well as Article X of the Redevelopment Plan regarding appropriate land uses. The construction of the Infrastructure Improvements (particularly the improvements to Lamar Boulevard and US Highway 98) have been planned in consultation with the City and MDOT to provide necessary traffic control solutions to allow for the orderly and safe development of the TIF District and the surrounding area.

B. PUBLIC CONVENIENCE AND NECESSITY: The primary objective of this TIF Plan is to serve the public convenience and necessity by providing financial support for the Project. This TIF Plan will provide financing to install and construct the Infrastructure Improvements to serve the general public and the Project.

C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR: The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure for the use of the TIF District and the public. As pointed out in the *Traffic Impact Study—Supplement, Lamar County, Mississippi August 2024*, and as set forth in the MDOT Letter, the MDOT Improvements will reduce delay times and points of conflict and should create a safe alternative for traffic. The Project will increase the City and County’s tax base and develop raw land currently not served by utilities into a modern mixed-use development and provide much needed road improvements to and on US Highway 98 and Lamar Boulevard to serve the public.

ARTICLE V

A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The use of tax increment financing is an inducement that will result in the development of vacant and underdeveloped prime property in the City and the County. This TIF Plan will allow the implementation of tax increment financing as a financing mechanism for the installation and construction of Infrastructure Improvements necessary to induce development within the TIF District and serve the public who will utilize and benefit from the development of the Project.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the Project will represent a private investment in excess of \$43,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.
2. The installation and construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare and the success of the Project and will include improvements to US Highway 98 and Lamar Boulevard to assist with traffic flow and safety.
3. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as permitted under the TIF Act.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. In addition to reimbursement from the proceeds of the TIF Bonds, the Developer will secure financing to install and construct the Infrastructure Improvements and other portions of the Project. To the extent portions of the Project are developed by third parties, those third parties will obtain private financing for that section of the Project.
2. The City will pledge the City Tax Increment, and the County will pledge the County Tax Increment to secure the TIF Bonds. Projections as of the date of this TIF Plan on the TIF Revenues are set forth below:

Entity	Millage	Taxes Paid in 2024	After Project Completion	Increment
City Ad Valorem	53.13	\$12,843	\$220,019	\$207,177
County Ad Valorem	54.35	\$12,181	\$225,072	\$212,890
School District Ad Valorem*	62.28	\$14,641	\$257,911	\$243,269
TOTALS:	169.76	\$39,665	\$703,002	\$663,336

- C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED:** The City may issue TIF Bonds, in one or more tax-exempt or taxable series, in the principal amount of not to exceed \$2,000,000. To secure the TIF Bonds, the City and the County will pledge the Tax Increment. The amount and timing of the issuance of the TIF Bonds shall be determined solely by the City, pursuant to further proceedings of the City, and in accordance with the Development Agreement and the Interlocal Agreement. Additionally, the principal amount of the TIF Bonds to be issued shall be limited to

that amount which can be repaid by the TIF Revenues payable over a term not to exceed fifteen (15) years.

**ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT**

A. PARCEL NUMBERS FOR THE TIF DISTRICT: The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF Bonds is described below, and in the map attached hereto as Exhibit A. The below True and Assessed Values were obtained from the Lamar County Tax Assessor's office.

Owner	Parcel	Total Value	Total Assessed	City	County	School	Total
				53.13	54.35	62.28	169.76
Graham Dev	052Q-10-044.002	\$132,420	\$19,863	\$1,055	\$997	\$1,202	\$3,254
Graham Dev	052Q-10-044.000	\$501,770	\$75,266	\$3,999	\$3,778	\$4,554	\$12,331
Graham Dev	055B-15-001.000	\$77,600	\$11,640	\$618	\$634	\$725	\$1,977
Southern Development	052Q-10-044.005	\$301,870	\$45,281	\$2,408	\$2,273	\$2,740	\$7,420
Vaquero Ventures W Hattiesburg LP	052Q-10-044.004	\$535,140	\$80,271	\$4,266	\$4,030	\$4,856	\$13,152
Cronin Properties LLC	052Q-10-044.003	\$62,290	\$9,344	\$496	\$469	\$565	\$1,531
		\$1,611,090	\$241,665	\$12,843	\$12,181	\$14,641	\$39,665

**ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

This TIF Plan shall remain in effect and existence from its approval and so long as there are TIF Bonds outstanding.

**ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL
TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

A. AD VALOREM TAX INCREASES: The construction and full operation of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following estimates for real property taxes for the TIF District are based on an assumed combined true value of \$25,244,052 and represent projected ad valorem tax revenues after the Project has been completed.

Entity	Millage	Taxes Paid in 2024	After Project Completion	Increment
City Ad Valorem	53.13	\$12,843	\$220,019	\$207,177
County Ad Valorem	54.35	\$12,181	\$225,072	\$212,890
School District Ad Valorem*	62.28	\$14,641	\$257,911	\$243,269
TOTALS:	169.76	\$39,665	\$703,002	\$663,336

* School District taxes are not eligible for use and are included for informational purposes only.

B. RETAIL SALES: The Project will generate approximately \$38,000,000 in sales annually, generating an annual sales tax rebate of \$493,105 for the City.

C. SPECIAL TAXES: It is projected that the completed Project will generate \$150,320 annually from the City's 2% Convention Promotion Tax and \$75,160 annually from the City's 1% Tourism Parks and Recreation Tax.

ARTICLE X

A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES, SALES TAX REBATES, AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Bond Fund: Hattiesburg Marketplace" shall be established by the City to receive ad valorem taxes and any other funds remitted in connection with this TIF Plan.

ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of this TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate for the implementation of this TIF Plan and in accordance with the Act, the Interlocal Agreement and the Development Agreement.

ARTICLE XII PLAN OF FINANCING

A. SECURITY FOR THE TIF BONDS: The City may issue TIF Bonds, in one or more tax-exempt or taxable series, in the principal amount of not to exceed \$2,000,000, which TIF Bonds will be secured by the pledge of the TIF Revenues.

B. FURTHER PROCEEDINGS OF THE CITY: In its sole discretion, the City shall take such further actions as required for the implementation of this TIF Plan.

C. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of the TIF Bonds shall be determined solely by the City, pursuant to further proceedings of the City, in accordance with the Development Agreement and the Interlocal Agreement. The principal amount of the TIF Bonds to be issued shall be limited to that amount which can be repaid by the TIF Revenues payable over a term not to exceed fifteen (15) years.

EXHIBIT A

TIF DISTRICT

TO FOLLOW

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

PART OF THE SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 10
AND THE NE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 15,
TOWNSHIP 4 NORTH, RANGE 14 WEST
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

SURVEY REFERENCE POINT 1

SPC ZONE: MISSISSIPPI EAST 2301
DATUM: NAD 83 / NAVD 88
CONVERGENCE ANGLE: -0°17'22.39"
COMBINED FACTOR: 0.999969353624
NORTHING: 661412.782
EASTING: 810292.994
LAT: 31°19'02.62"
LONG: 89°23'25.41"

SURVEY REFERENCE POINT 2

SPC ZONE: MISSISSIPPI EAST 2301
DATUM: NAD 83 / NAVD 88
CONVERGENCE ANGLE: -0°17'28.80"
COMBINED FACTOR: 0.999970491104
NORTHING: 660758.804
EASTING: 809243.841
LAT: 31°18'56.09"
LONG: 89°23'37.47"

OWNER AND PROPERTY INFORMATION:

GRAHAM DEVELOPMENT, LLC/THE FIRST AS THE LENDER

PARENT PARCELS - 11.965 ACRES±

SURVEY CLASS B

BEARINGS ORIENTED BY: GPS (GRID NORTH)

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

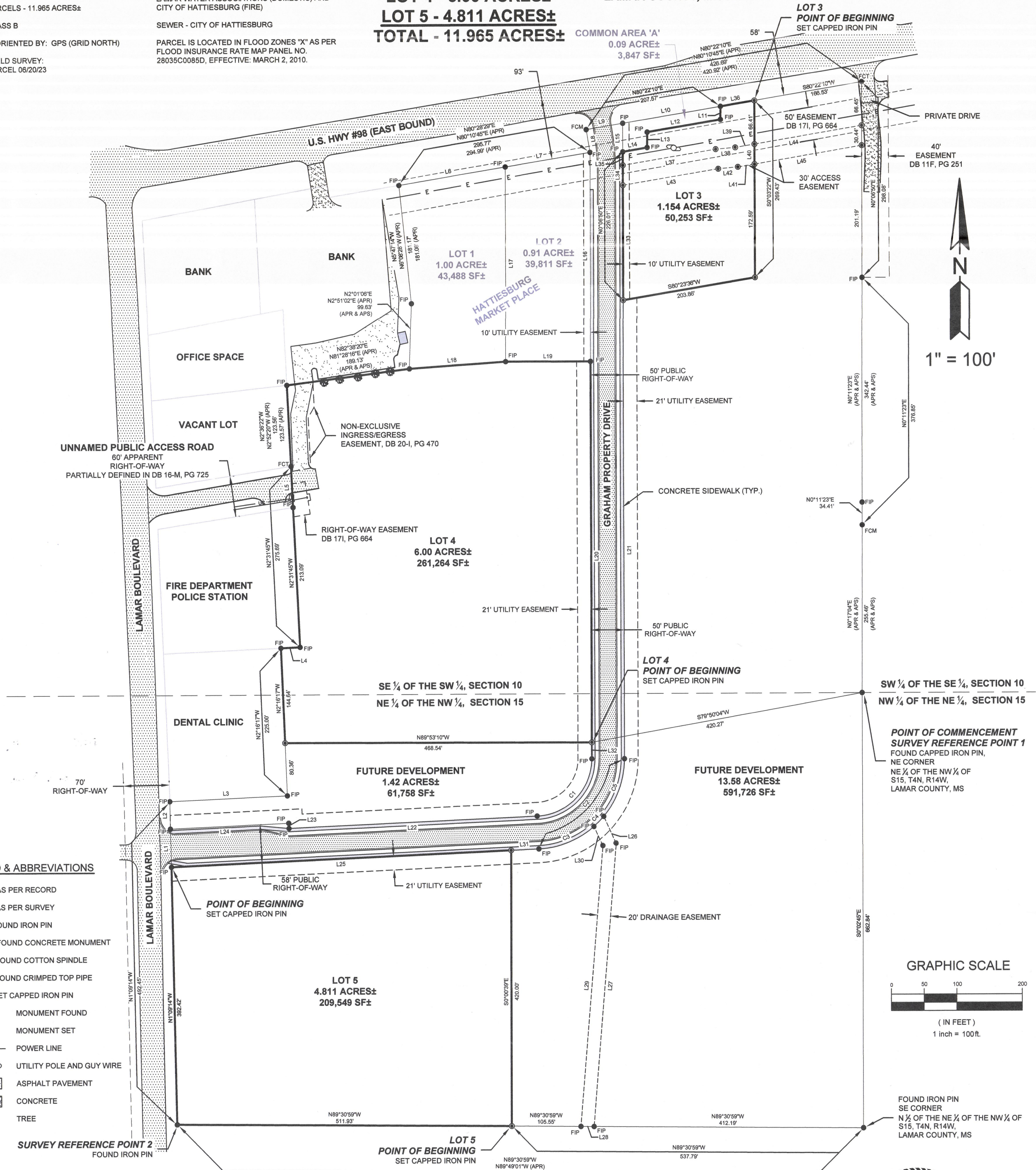
SUBDIVISION SURVEYOR: ANDREWS ENGINEERING, PLLC

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

SEWER - CITY OF HATTIESBURG

PARCEL IS LOCATED IN FLOOD ZONES "X" AS PER FLOOD INSURANCE RATE MAP PANEL NO. 28035C0085D, EFFECTIVE: MARCH 2, 2010.

LOT 3 - 1.154 ACRES±
LOT 4 - 6.00 ACRES±
LOT 5 - 4.811 ACRES±
TOTAL - 11.965 ACRES±

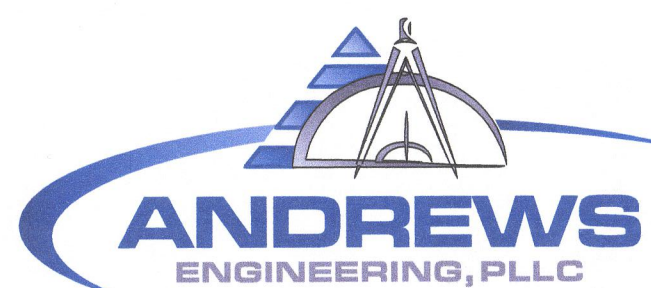


LEGEND & ABBREVIATIONS

- APR - AS PER RECORD
- APS - AS PER SURVEY
- FIP - FOUND IRON PIN
- FCM - FOUND CONCRETE MONUMENT
- FCS - FOUND COTTON SPINDLE
- FCT - FOUND CRIMPED TOP PIPE
- SIP - SET CAPPED IRON PIN
- MONUMENT FOUND
- ⊙ MONUMENT SET
- E — POWER LINE
- U — UTILITY POLE AND GUY WIRE
- ASPHALT PAVEMENT
- CONCRETE
- TREE

REFERENCE MATERIAL:

1. TAX MAPS AND TAX DATA.
2. WARRANTY DEEDS ON FILE IN THE LAMAR COUNTY CHANCERY CLERK'S OFFICE: DB 7T, PG 232; DB 16J, PG 679; DB 23N, PG 90; DB 16M, PG 725.
3. STREET DEED ON FILE IN THE LAMAR COUNTY CHANCERY CLERK'S OFFICE: DB 16M, PG 727.
4. SURVEY PERFORMED BY CASEY L. BENEDICT DATED 8/4/17.
5. SURVEY PERFORMED BY CASEY L. BENEDICT DATED 9/30/14.
6. SURVEY PERFORMED BY MICHAEL T. WAITES DATED 5/15/03.
7. SURVEY PERFORMED BY RICHARD B. BRANTLEY DATED 01/13/14.
8. HATTIESBURG MARKET PLACE SUBDIVISION PLAT ON FILE AT THE LAMAR COUNTY CHANCERY CLERK'S OFFICE.
9. EASEMENT INSTRUMENTS ON FILE IN THE LAMAR COUNTY CHANCERY CLERK'S OFFICE: DB 11F, PG 251; DB 17T, PG 664; DB 20I, PG 470; DB 30P, PG 230.



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



HATTIESBURG MARKET PLACE

(LOTS 3, 4, & 5)

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

OWNER'S CERTIFICATE:

State of Mississippi
County of Lamar

This is to certify that, I, the undersigned owner of the property shown hereon, hereby dedicate this plat to be known as Hattiesburg Market Place (Lots 3, 4, & 5). The undersigned has caused the same to be subdivided as shown and has signed and delivered this plat.

This the 5th day of June, 2024

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

ACKNOWLEDGMENT:

State of Mississippi
County of Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of June, 2024. Within my jurisdiction, the within named Jason Graham of Graham Development, LLC, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized by said corporations so to do.

My commission expires on: February 11, 2028
[Signature]
Notary Public



LENDER'S CERTIFICATE:

State of Mississippi
County of Lamar

This is to certify that, I, the undersigned lienholder of the property shown hereon, hereby dedicate this plat to be known as Hattiesburg Market Place (Lots 3, 4, & 5). The undersigned has caused the same to be subdivided as shown and has signed and delivered this plat.

This the 5th day of June, 2024

By: [Signature]
Mackenzie Parker, Commercial Loan Officer, Vice President
The First Bank

ACKNOWLEDGMENT:

State of Mississippi
County of Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of June, 2024. Within my jurisdiction, the within named Mackenzie Parker, Vice President of The First Bank, who acknowledged that he executed the above and foregoing instrument, after first having been duly authorized by said corporations so to do.

My commission expires on: February 11, 2028
[Signature]
Notary Public



CITY APPROVAL AND ACCEPTANCE:

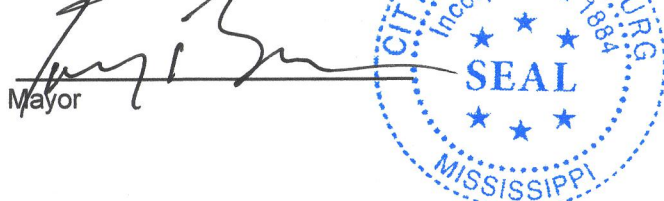
State of Mississippi
County of Lamar

Survey checked and approved by the City Engineer for the City of Hattiesburg on this, the 12th day of JUNE, 2024.

[Signature]
City Engineer

This subdivision is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on the, the 17th day of June, 2024.

[Signature]
City Clerk



VERIFICATION:

State of Mississippi
County of Lamar

This is to certify that I, Hunter Andrews, a Mississippi Licensed Professional Land Surveyor, as maker of the map of Hattiesburg Market Place, have compared this to the COPY with the DUPLICATE and the ORIGINAL and find the same to be exact copies of each other.

[Signature]
Hunter Andrews
Professional Land Surveyor / License # 3123

ACKNOWLEDGMENT:

State of Mississippi
County of Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of June, 2024. Within my jurisdiction, the within named Hunter Andrews, Professional Land Surveyor, who acknowledged that he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires on: February 11, 2028
[Signature]
Notary Public



PLANNING DEPARTMENT CERTIFICATE:

Final approval of plat, this the 17th day of June, 2024.

[Signature]
Urban Developer Director
City of Hattiesburg

LEGAL DESCRIPTION - LOT 3:

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

COMMENCING AT AN IRON PIN AT THE SE CORNER OF THE SE ¼ OF THE SW ¼ OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN N0°17'04"E ALONG THE EAST LINE OF SAID FORTY FOR 255.46' TO A CONCRETE MONUMENT; THENCE RUN N0°11'23"E ALONG THE EAST LINE OF SAID FORTY FOR 378.85' TO AN IRON PIN; THENCE RUN N0°08'50"E ALONG EAST LINE OF SAID FORTY FOR 298.08' TO A COTTON SPINDLE ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN S80°22'10"W ALONG SAID RIGHT-OF-WAY FOR 166.53' TO A CAPPED IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN S0°03'22"W FOR 269.43' TO A CAPPED IRON PIN; THENCE RUN S80°23'36"W FOR 203.88' TO A CAPPED IRON PIN ON THE EAST RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE; THENCE RUN N0°06'50"E ALONG SAID RIGHT-OF-WAY FOR 226.01' TO A CAPPED IRON PIN; THENCE RUN N80°22'10"E FOR 37.92' TO A CAPPED IRON PIN; THENCE RUN N00°06'50"E FOR 23.40' TO A CAPPED IRON PIN; THENCE RUN N80°22'10"E FOR 113.08' TO A CAPPED IRON PIN; THENCE RUN N00°06'50"E FOR 20.00' TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN N80°22'10"E ALONG SAID RIGHT-OF-WAY FOR 52.60' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 1.154 ACRES (50,254 SF) MORE OR LESS.

LEGAL DESCRIPTION - LOT 4:

A PARCEL OF LAND BEING PART OF THE SE ¼ OF THE SW ¼ OF SECTION 10, AND THE NE ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT AN IRON PIN AT THE NE CORNER OF THE NE ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S79°50'04"W FOR 420.27' TO A CAPPED IRON PIN ON THE WESTERN RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE FOR THE POINT OF BEGINNING; THENCE RUN N89°53'10"W FOR 468.54' TO A CAPPED IRON PIN; THENCE RUN N2°16'17"W FOR 144.64' TO AN IRON PIN; THENCE RUN N87°25'44"E FOR 29.37' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 275.69' TO A CRIMPED TOP PIPE; THENCE RUN N2°36'22"W FOR 123.56' TO AN IRON PIN; THENCE RUN N82°38'20"E FOR 189.13' TO AN IRON PIN; THENCE RUN N86°00'34"E FOR 147.31' TO AN IRON PIN; THENCE RUN S89°53'10"E FOR 129.35' TO AN IRON PIN ON THE WESTERN RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE; THENCE RUN S0°06'50"W ALONG SAID RIGHT-OF-WAY FOR 579.85' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 6.00 ACRES (261,264 SF) MORE OR LESS.

LEGAL DESCRIPTION - LOT 5:

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

COMMENCING AT A CAPPED IRON PIN AT THE NE CORNER OF THE NE ¼ OF THE NW ¼ OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI; THENCE RUN S0°02'45"E ALONG THE EAST LINE OF THE SAID FORTY FOR 662.84' TO AN IRON PIN AT THE SE CORNER OF THE N ½ OF THE NE ¼ OF THE NW ¼ OF SECTION 15; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N ½ OF THE NE ¼ OF THE NW ¼ FOR 537.79' TO AN IRON PIN FOR THE POINT OF BEGINNING; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N ½ OF THE NE ¼ OF THE NW ¼ FOR 511.93' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY OF LAMAR BOULEVARD; THENCE RUN N1°09'14"W ALONG SAID RIGHT-OF-WAY FOR 392.42' TO A CAPPED IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF GRAHAM PROPERTY DRIVE; THENCE RUN N87°25'44"E ALONG SAID RIGHT-OF-WAY FOR 520.26' TO A CAPPED IRON PIN; THENCE RUN S00°00'39"E FOR 420.00' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 4.811 ACRES (209,549 SF) MORE OR LESS.

NOTES:

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

FILING CERTIFICATION BY CHANCERY CLERK:

I certify that this instrument was filed for record in my office on this the 17th day of June, 2024, in plat book 3, page 588, + 589 slide 652, + 653.

[Signature]
Chancery Clerk



SURVEYOR'S CERTIFICATE:

State of Mississippi
County of Lamar

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

This the 5th day of JUNE, 2024.
[Signature]
Hunter Andrews
Professional Land Surveyor / License # 3123



PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	58.02'	N1°09'14"W
L2	42.01'	N1°09'14"W
L3	180.22'	N87°25'44"E
L4	29.37'	N87°25'44"E
L5	62.60'	N2°31'45"W
L6	164.57'	N80°28'29"E
L7	131.20'	N80°28'29"E
L8	35.03'	N9°20'05"W
L9	56.57'	N80°22'10"E
L10	151.00'	N80°22'10"E
L11	20.00'	N0°06'50"E
L12	113.08'	N80°22'10"E
L13	23.40'	N0°06'50"E
L14	37.92'	N80°22'10"E
L15	43.37'	N0°06'50"E

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L16	318.77'	S0°06'50"W
L17	296.80'	S0°06'50"W
L18	147.31'	N86°00'34"E
L19	129.35'	S89°53'10"E
L20	579.85'	S0°06'50"W
L21	698.40'	S0°06'50"W
L22	379.87'	S87°25'44"W
L23	8.00'	S2°34'16"E
L24	181.26'	S87°25'44"W
L25	520.26'	N87°25'44"E
L26	44.76'	S24°47'31"E
L27	432.84'	S4°35'31"W
L28	20.05'	N89°30'59"W
L29	429.04'	S4°35'31"W
L30	31.91'	S24°47'31"E

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L31	42.31'	N87°25'44"E
L32	25.04'	S0°06'50"W
L33	175.09'	N0°06'50"E
L34	30.44'	N0°06'50"E
L35	20.48'	N0°06'50"E
L36	52.60'	N80°22'10"E
L37	143.39'	S80°22'39"W
L38	30.11'	S85°08'24"W
L39	29.83'	S80°22'39"W
L40	30.43'	N0°03'22"E
L41	25.96'	N80°22'39"E
L42	30.11'	N85°08'24"E
L43	147.29'	N80°22'39"E
L44	166.46'	S80°22'39"W
L45	166.42'	N80°22'39"E

PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	133.34'	87.50'	87°18'54"	120.81'	N43°46'17"E
C2	209.54'	137.49'	87°19'21"	189.84'	S43°46'17"W
C3	92.60'	137.49'	38°35'24"	90.86'	N68°08'16"E
C4	21.42'	137.49'	8°55'35"	21.40'	N44°22'46"E
C5	95.52'	137.49'	39°48'22"	93.61'	N20°00'48"E





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Adopt a Resolution approving and authorizing the execution and delivery of the Development and Reimbursement Agreement, dated December 17, 2024, with Graham Development LLC in connection with the Tax Increment Financing Plan for Hattiesburg MarketPlace Project, City of Hattiesburg, Lamar County, Mississippi, November 2024.
File Number: 2024-775
Minute Book #

Summary

Adopt a Resolution approving and authorizing the execution and delivery of the Development and Reimbursement Agreement, dated December 17, 2024, with Graham Development LLC in connection with the Tax Increment Financing Plan for Hattiesburg MarketPlace Project, City of Hattiesburg, Lamar County, Mississippi, November 2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

The Mayor and City Council (the “Governing Body”) of the City of Hattiesburg, Mississippi (the “City”), took up for consideration the matter of approval of a development agreement in connection with the tax increment financing plan for the Hattiesburg Marketplace. After a discussion of the subject, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, DATED DECEMBER 17, 2024, WITH GRAHAM DEVELOPMENT LLC IN CONNECTION THE TAX INCREMENT FINANCING PLAN FOR HATTIESBURG MARKETPLACE PROJECT, CITY OF HATTIESBURG, LAMAR COUNTY, MISSISSIPPI, NOVEMBER 2024; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (and Sections 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (collectively, “Act”), the City previously conducted hearings on, approved and adopted the Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as amended and restated November 2024 (the “Redevelopment Plan”) and said Redevelopment Plan constitutes a qualified plan under the Act; and

WHEREAS, pursuant to the Act and Redevelopment Act, the City previously conducted hearings on, approved and adopted the Tax Increment Financing Plan, For Hattiesburg Market Place, City of Hattiesburg, Lamar County, Mississippi, November 2024 (the “TIF Plan”) and said TIF Plan constitutes a qualified tax increment financing plan under the Act; and

WHEREAS, under the Act and the TIF Plan, the Governing Body is authorized to issue tax increment financing bonds to support the Project (as defined in the Tif Plan) to pay the actual costs of the City and the Developer in providing for the construction of improvements to US Highway 98 and Lamar Boulevard as set forth in that certain letter dated October 22, 2024 from Billy Owen, District Engineer for District 6 at the Mississippi Department of Transportation (the “MDOT Improvements”) and may include the cost of the installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which may include, but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, culverts, roadways, curbs and gutters; sidewalks; on-site parking, paving and other related parking lot improvements; relocation of electrical lines; lighting, signalization; landscaping of rights-of way; related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the “Improvements” and together with the MDOT Improvements, the “Infrastructure Improvements”), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and/or serving the TIF District at such times in the future as it sees fit to finance the Infrastructure Improvements to support the Project; which is being constructed by Graham Development LLC (the “Developer”), all as further described in the TIF Plan; and

WHEREAS, the City understands and reasonably expects that the Developer has incurred and will incur expenditures for the Infrastructure Improvements prior to the issuance of the tax increment financing bonds.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION ONE: That all the findings and facts made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION TWO: This resolution is adopted pursuant to the Act and the Constitution of the State of Mississippi.

SECTION THREE: The Governing Body, acting for and on behalf of the City, hereby authorizes the City to enter into the Development Agreement by and between the City and the Developer.

SECTION FOUR: The Governing Body hereby approves and adopts the Development and Reimbursement Agreement, dated as of December 17, 2024 (the "Development Agreement"), by and between the City and the Developer, in substantially the form attached as **Exhibit A** hereto, providing for (a) the construction and installation of the Project and the Infrastructure Improvements by the Developer and/or the City; and (b) the issuance of the tax increment financing bonds, in one or more tax-exempt or taxable series, in an amount not to exceed Two Million Dollars (\$2,000,000) by the City in order to finance all or a part of the costs of the Infrastructure Improvements and the costs incident to the sale and issuance of the tax increment financing bonds.

SECTION FIVE. The Governing Body hereby authorizes and directs the Mayor and City Clerk to execute and deliver the Development Agreement for and on behalf of the City with such changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

SECTION SIX. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and this Resolution adopted this the ____ day of December 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 December 2024.

/s/ _____
CITY CLERK

MAYOR

EXHIBIT 1

DEVELOPMENT AGREEMENT

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (this “Agreement”) is dated as of December 17, 2024, and is between the **CITY OF HATTIESBURG, MISSISSIPPI** (the “City”), a municipal corporation organized and existing under the laws of the State of Mississippi (the “State”) and **GRAHAM DEVELOPMENT, LLC**, a Mississippi limited liability company (together with its successors and assigns, the “Developer”).

WITNESSETH:

WHEREAS, the City has approved its *Tax Increment Financing Redevelopment Plan for the City of Hattiesburg, Mississippi, 1996, as Amended and Restated November 2024* (the “City Redevelopment Plan”) on December 17, 2024, as authorized by the TIF Act; and

WHEREAS, after notice and public hearing on December 16, 2024, the City, acting by and through its Mayor and City Council (the “Governing Body”), adopted a resolution approving the *Tax Increment Financing Plan for Hattiesburg Marketplace, City of Hattiesburg, Lamar County, Mississippi, November 2024* (the “TIF Plan”), for purposes of tax increment financing and indicating the City’s intent, pursuant to further proceedings and subject to certain conditions precedent, to issue TIF Bonds, in one or more tax-exempt or taxable series, in the principal amount of not to exceed Two Million Dollars (\$2,000,000) (the “TIF Bonds”) in order to finance all or a part of the costs of public Infrastructure Improvements (defined herein) supporting a shopping center, including retail, restaurants, offices, and ancillary uses, together with infrastructure to support the development and use of same located (collectively, the “Project”); within the City and Lamar County, Mississippi (the “County”); and

WHEREAS, the TIF Plan was developed in conformity with the Redevelopment Plan; and

WHEREAS, after notice and public hearing on December 19, 2024, the County, acting by and through its Board of Supervisors, adopted a resolution approving the TIF Plan and authorizing the County to cooperate with the City to further assist in the development of the Project, pursuant to the TIF Act and Sections 17-13-1 *et seq.*, Mississippi Code of 1972, as amended (the “Interlocal Act”); and ; and

WHEREAS, pursuant to the TIF Plan and the TIF Act, the City has agreed to issue the TIF Bonds, in one or more series, subject in part in compliance with the terms of this Agreement to pay the actual costs of the City and the Developer incurred in providing for the construction of improvements to US Highway 98 and Lamar Boulevard as set forth in that certain letter dated October 22, 2024 from Billy Owen, District Engineer for District 6 at the Mississippi Department of Transportation (as attached hereto as Exhibit A, the “MDOT Letter”,) at the Mississippi Department of Transportation (the improvements being set forth in the MDOT Letter hereinafter referred to as the “MDOT Improvements”) and may include the cost of the installation and construction of various infrastructure improvements within the TIF District or servicing the TIF District, which may include, but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, culverts, roadways, curbs and gutters; sidewalks; on-site parking, paving and other related parking lot improvements; relocation of electrical lines; lighting, signalization; landscaping

of rights-of way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Improvements" and together with the MDOT Improvements, the "Infrastructure Improvements"), which Infrastructure Improvements may be constructed or installed within the TIF District or land adjacent to and/or serving the TIF District; and

WHEREAS, the Developer proposes to develop the Project, or cause the Project to be developed, and the City intends to support the Project and to allow a portion of the proceeds from the TIF Bonds to be used to reimburse the City and the Developer, or its designees, for the costs of the Infrastructure Improvements in a principal amount not to exceed Two Million Dollars (\$2,000,000) for eligible Infrastructure Improvements; and

WHEREAS, the TIF Bonds will be secured by a pledge of all of the City's incremental ad valorem tax increases from the real and personal property within the TIF District from the development of the Project (the "City Tax Increment") and a pledge of all of the County's incremental ad valorem tax increase from the real and personal property within the TIF District from the development of the Project, but excluding millage for educational purposes (the "County Tax Increment") and together with the City Tax Increment, the "TIF Revenues"; and

WHEREAS, the principal amount of the TIF Bonds to be issued shall be limited to that amount which can be repaid by the TIF Revenues payable over a term not to exceed fifteen (15) years; and

WHEREAS, the Developer will commence the acquisition and construction of the Project prior to the issuance of the TIF Bonds, and when such Bonds are delivered, the City will reimburse the Developer, or its designee, for expenditures for the Infrastructure Improvements incurred up to that time and then will subsequently reimburse the Developer, or its designee, for future expenditures for the Infrastructure Improvements all as set forth herein, subject in all respect to compliance by the Developer with the terms and provisions of this Agreement; and

WHEREAS, as required by the TIF Act, this Agreement is being executed and delivered in order to set forth the agreements between the parties hereto with respect to the Developer being reimbursed for its expenditures for the Infrastructure Improvements in connection with the Project when the TIF Bonds are sold and delivered and with respect to the obligations of the Developers with respect to bond issuance fees and expenses that the City may be required to incur prior to and in anticipation of the sale and delivery of the TIF Bonds; and

WHEREAS, this Agreement is authorized by and being executed in order to comply with Section 21-45-9 of the TIF Act.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. Obligations of the Developer: The Developer agrees to:

(a) acquire and timely construct the Project or cause the construction of the Project to be substantially completed, including the Infrastructure Improvements. Prior to the delivery of any series of TIF Bonds, the acquisition and construction of all or any portion of the

Project by the Developer will be at the Developer's own costs, and any portion of the Infrastructure Improvements for which the Developer seeks reimbursement shall be completed.

(b) maintain separate itemized records on the costs of the Project and the Infrastructure Improvements in a manner to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act, shall continue to maintain such records for the life of the TIF Bonds and shall make such records available to the City, the City's auditor, the City's attorney and other professionals retained by the City in connection with the TIF Bonds. The Developer also agrees that if an audit is conducted which requires additional records to support the expenditures and costs eligible for reimbursement, the Developer will cooperate in providing additional records to the City, the City's attorney, the City's bond counsel, or any other professional retained by the City in connection with any audit of the TIF Bonds;

(c) execute all appropriate requisitions, certificates or documents necessary to complete the sale and issuance of the TIF Bonds; and

(d) the Developer must submit a requisition for payment to the City in substantially the form attached hereto as **Exhibit B** requesting reimbursement for costs and expenditures made by the Developer in connections with the acquisition and construction of the Infrastructure Improvements from TIF Bond proceeds (the "Requisition").

2. Obligations of the City: The City agrees to:

(a) issue the TIF Bonds to defray the costs of the Infrastructure Improvements of the Project, in one or more taxable or tax-exempt series, in the principal amount, as may be reasonably determined by the City. to provide for the Infrastructure Improvements. The sizing of the TIF Bonds¹ shall be based on amounts to retire both principal and interest out of:

(i) one hundred percent (100%) of the City Tax Increment and

(ii) one hundred percent (100%) of the County Tax Increment.

In no event shall the principal amount of the TIF Bonds exceed \$2,000,000;

(b) deliver the TIF Bonds as soon as the Developer is able to demonstrate to the reasonable satisfaction of the City that projected TIF Revenues will provide moneys sufficient to make the payments of principal and interest for each series of TIF Bonds issued, which shall be based on, but not limited to, the following information:

(i) a certificate of the Tax Assessor of the County, regarding the actual City Tax Increment and the County Tax Increment; and

(ii) in the City's reasonable discretion, projections of future City Tax Increment and, as applicable, County Tax Increment, by the Tax Assessor of the

¹ The calculation determining the principal amount of the TIF Bonds to support the financing of Infrastructure Improvements related to the Project, the costs of issuance of the TIF Bonds, capitalized interest fund, if any, and a debt service reserve fund, if any.

County (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of the County), or in the City's reasonable discretion by a financial advisor or consultant knowledgeable and experienced in making such projections; provided, however, in no event shall the TIF Bonds, be issued in an amount that would require the annual payment on such series of TIF Bonds to exceed the annual amount available to the City from those revenues specified in Paragraph 2 (a) above;

(c) within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the TIF Bonds, agree that the TIF Bonds will be submitted for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and further agrees to prosecute said validation proceedings and secure therein a final decree of the Chancery Court of Lamar County, Mississippi, validating the TIF Bonds;

(d) reimburse the Developer under this Agreement, and such reimbursement is limited to the actual costs to design, finance, install and construct the Infrastructure Improvements, and the City's obligation to expend funds or reimburse is expressly limited to funds available from TIF Bond proceeds derived from the sale and delivery of the TIF Bonds and available after distribution in accordance with this Agreement, the TIF Plan and the Act;

3. The Developer acknowledges that the City and the County have entered (or intend to enter into) an interlocal cooperation agreement (the "Interlocal Agreement") which sets forth the City's and the County's joint and mutual efforts to be performed in connection with the Project, TIF Plan, the TIF District and the TIF Bonds.

4. The City and the Developer agree that at such time as one or more series of the TIF Bonds are sold and delivered, the City shall deposit and apply TIF Bond proceeds in the maximum outstanding principal amount of Two Million Dollars (\$2,000,000) in the priority as follows:

(a) To pay the City's costs incurred in connection with the Project, which shall include but not be limited to the expenses, costs and fees incurred by the City in connection with the TIF Plan, this Agreement, the Interlocal Agreement and costs of issuance of the TIF Bonds;

(b) To fund a reserve, if any to pay any debt service on the TIF Bonds that will be due and payable before the first Tax Revenues are received by the City, i.e., capitalized interest;

(c) To fund any reserve fund that may be required by a purchaser of a series of the TIF Bonds;

(d) To fund the project fund which will be used to reimburse the Developer for eligible costs for installing and constructing the Infrastructure Improvements; and

(e) To disburse any remaining funds in the manner authorized by the TIF Bonds resolution and the TIF Act.

5. The City and the Developer agree that if any series of TIF Bonds is secured by a debt service reserve fund that upon the final maturity of such series of TIF Bonds and provided that amounts in such debt service reserve fund are not necessary to make the final debt service

payment on the TIF Bonds, the City shall use such monies in the debt service reserve fund to reimburse the Developer an amount that shall not exceed the approved eligible costs determined in accordance with this Agreement to the extent same were not previously reimbursed. This Paragraph 5 shall be incorporated into the City's resolution for each series of TIF Bonds issued.

6. The City and the Developer agree that the TIF Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects, details and issued under such conditions as may be determined by the City in their bond resolutions to be adopted at further meetings of the City.

7. The Developer hereby acknowledges and agrees the City is not authorized to use its general funds to pay (or to reimburse the Developer) any part of the cost of the Infrastructure Improvements or cost and expense incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse the Developer to pay for the acquisition, construction and installation of the Infrastructure Improvements is limited to the proceeds of any series of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City irrespective of expenditures made by the Developer in connection with the acquisition or construction and installation of the Project. The City covenants and agrees to use its best efforts to issue the TIF Bonds, for the purposes and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such Bonds or by the lack of sufficient projected TIF Revenues to provide for the payment of debt service for the TIF Bonds, or a series thereof, as may be reasonably determined by the City in accordance with fact. In the event any series of TIF Bonds cannot be sold in the public market, the City will sell said series of TIF Bonds to the Developer on terms and conditions reasonably acceptable to the City.

8. The Developer acknowledges and agrees that it assumes the risk of proceeding with the acquisition and construction of the Project, which includes the Infrastructure Improvements, prior to the issuance and sale of the TIF Bonds. The Developer further acknowledges that the City's sole source of funds available to reimburse the Developer for such costs is the TIF Bonds.

9. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any, or if no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with the City standards, codes and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements that is dedicated to the City. Any non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

The City hereby agrees that it will make all reasonable efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion and operation of the Project by the Developer, it knows of no reason why the TIF Bonds will not be issued and delivered.

10. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

If to the City:

City of Hattiesburg, Mississippi
Attention: Kermas Eaton
200 Forrest St.
Hattiesburg, MS 39401
With a copy to the City Attorney: Randy Pope
Pope & Pope, P.A.
P.O. Box 17527
Hattiesburg, MS 39404-7527
randypope@popelaw.com

If to the Developer:

Graham Development, LLC
PO Box 1207
Purvis, MS 39475
jason@thegrahambuilding.com

With a copy to
J. Kevin Watson
WATSON JONES PLLC
2829 Lakeland Drive, Suite 1502
Flowood, MS 39232 (Physical)
P. O. Box 23546
Jackson, MS 39225-3546 (Mailing)
601-939-8900 Telephone
kwatson@wjpllc.com

11. The Developer shall not assign its obligations or interests in this Agreement without prior written consent of the City, which consent shall not be unreasonably withheld or delayed; provided however, that the Developer may form a single-purpose entity to develop (or cause to develop) the Project or portions of the Project, and Developer represents and warrants that said affiliate will be under common control and ownership of the Developer. Accordingly, the Developer may assign its rights under this Agreement to the aforementioned entity without the prior written consent of the City. The Developer shall notify the City in writing of any such assignment no later than thirty (30) days after such assignment.

12. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. If any provision of this Agreement shall be deemed to be or shall in fact be invalid, inoperative or unenforceable, the same shall not affect any other provisions or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

14. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

15. The Developer acknowledges that the City has engaged bond counsel for this Project and agrees that all reasonable costs incurred by the City associated with issuance of TIF Bonds for Project, including, but not limited to, the legal costs associated with the adoption and implementation of the TIF Plan and related agreements, inspection costs, legal fees and expenses and bond issuance costs shall be paid or reimbursed to the City and the County (the “Costs of Issuance”) from the proceeds of the TIF Bonds. The parties agree that the Costs of Issuance shall not exceed five percent (5%) of the par amount of any series of TIF Bonds, which such Costs of Issuance shall not include any underwriter(s) fee or placement agent(s) fees necessary to issue and sell the TIF Bonds. Additionally, the Developer shall pay attorneys’ fees incurred by any of the parties in connection with the enforcement of any of the provisions of this Section. This Section shall survive the termination of this Agreement.

16. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced in accordance with its terms and State law from and after the time of such execution and acceptance until its termination which shall not exceed ten (10) years from the date of this Agreement.

17. This Agreement shall be governed as to validity, construction and performance by the Constitution and the laws of the State.

[The remainder of this page is intentionally left blank. Execution page to follow.]

DULY EXECUTED on the day and year first written hereinabove.

Attest:

CITY OF HATTIESBURG, MISSISSIPPI

City Clerk

By: _____
Mayor

GRAHAM DEVELOPMENT, LLC
A Mississippi limited liability company

BY: _____
Name: _____
Title: _____

EXHIBIT A
MDOT LETTER
(attached)

Charles Busby
Southern District Commissioner

Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer

Billy Owen, P.E.
District 6 Engineer



Brad White
Executive Director

Jeff Ely, P.E.
Chief of Staff

Lisa M. Hancock
Deputy Executive Director/Administration

October 22, 2024

Mr. Jason Graham
Graham Development, LLC
PO Box 1207
Purvis, MS 39475

Mr. Graham,

MDOT has reviewed the revised Traffic Impact Study that you submitted for the Hattiesburg Marketplace Development. District 6 and the City of Hattiesburg met and recommend the following items be completed to improve traffic flow and increase safety along the corridor.

General Comments

1. Ensure that the proposed Graham Property Drive connection to existing Adcock Pool Drive maintains 125' of corner clearance to US 98.
2. Provide anticipated timeline for full build out of all lots on development property.

US 98

3. Construct continuous right turn lane from US 98 @ Hegwood Rd / Jackson Rd to US 98 @ Lake Forgetful.

US 98 @ Lamar Boulevard

4. Directionalize median to allow Westbound Left Turn Only. Extend westbound left turn lane to 600' length with 150' taper. Construct westbound left turn to accommodate WB-67. Design the directional median to allow City of Hattiesburg Fire Trucks to make a northbound left turn but sign and stripe directing all other traffic to make a right turn onto US 98.
5. Convert northbound approach from 3 lanes to 2 lanes, one ingress lane and one egress right turn lane. Improve ingress/egress radii to accommodate WB-67.
6. Rebuild with Type 2 or Type 3 curb and gutter.
7. Install Emergency Vehicle Entering Highway Warning Light System and Signage per City of Hattiesburg.

Graham Property Drive

8. Replace existing curb with Type 2 or Type 3 curb and gutter. Improve driveway slope and drainage or construct slotted drain if necessary. Improve ingress/egress radii to accommodate WB-67. Improve corner clearance if possible.

Please have your engineer prepare plans for this work and submit along with a permit application to perform the work. After we review and approve the plans, we will issue the permit for the work to be completed.

After completion of these items, MDOT will continue to monitor the traffic and operation of this area of US 98. If further adjustments are needed, MDOT will undertake those tasks including access management issues with adjoining properties and/or further adjustments to crossovers and turn lanes in the area.

I hope you find this satisfactory and that we have reached a solution that Graham Development, MDOT, and the City of Hattiesburg all agree on.

Please feel free to reach out to me if you have any questions.

Sincerely,

Billy Owen, P.E.

Billy Owen, P.E.
District Engineer, District Six

Pc: City of Hattiesburg (Ms. Ann Jones, Ms. Marybeth Bergin, P.E.)
MDOT District 6 (Mr. Cape Jones, P.E., Mr. Brian Farris)

EXHIBIT B: FORM OF REQUISITION

Not to Exceed \$2,000,000 | City of Hattiesburg, Mississippi
Tax Increment Limited Obligation Bonds, Series 20__
(Hattiesburg Marketplace Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Graham Development, LLC (the “Developer”), hereby requests the City of Hattiesburg, Mississippi (the “City”), to reimburse or to pay the designated payee for the following costs or other amounts to be paid from the Construction Fund:

(a)	Acquisition	\$ _____
(b)	Building or Construction Costs	\$ _____
(c)	Other Authorized Costs	\$ _____
	Total Costs to be Paid or Reimbursed:	\$ _____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor, supplier or other payee or other document for authorized costs of the Project to document the amounts requisitioned herein.

I hereby certify that:

1. The amounts to be paid from the City’s Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of Infrastructure Improvements for Project and such amounts have been paid.
4. The undersigned has no notice of any vendor’s, mechanic’s or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of such obligation is made.

All defined terms shall have the meaning ascribed to each as set forth in the Bond Resolution of the City dated _____, 2-__.

WITNESS the due execution of this requisition this, the ____ day of _____, 202__.

GRAHAM DEVELOPMENT, LLC
A Mississippi limited liability company

By: _____
Title: _____

APPROVED:
CITY OF HATTIESBURG, MISSISSIPPI
By: _____
Title: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, December 17, 2024
Re: Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Roundabout Project and authorize the Mayor to execute in duplicate upon concurrence from the Mississippi Department of Transportation.
File Number: 2024-784
Minute Book #

Summary

Approve Supplemental Agreement to the Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Hall Avenue Roundabout Project and authorize the Mayor to execute in duplicate upon concurrence from the Mississippi Department of Transportation.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

Between the
City of Hattiesburg
And
Neel-Schaffer, Inc.

SUPPLEMENTAL AGREEMENT NO. 1

**Hall Avenue Roundabout at Bay Street/Arledge Street/James Street
Forrest County
FBLD-8769-00(001)LPA/108639-801000**

WHEREAS, **Neel-Schaffer, Inc.** (the CONSULTANT) entered into the Construction Engineering & Inspection Contract with the **City of Hattiesburg** (the LPA) on the **3rd day of May, 2022** to perform **Construction Engineering Services for construction of a roundabout along Hall Avenue at the intersection of Bay Street, Arledge Street, James Street**, as provided for in Project No. **FBLD-8769-00(001)LPA/108639-801000** (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide **construction engineering and inspection services** resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the original construction time was **139 working days** in the construction contract; and

WHEREAS, the Contractor was granted an additional 45 working days for a total of 184 working days as part of Supplemental Agreement No. 2; and

WHEREAS, the contractor exceeded the original allotted construction time in the construction contract on **October 5, 2023** and is now being assessed liquidated damages; and

WHEREAS, the LPA has requested that the CONSULTANT continue all construction engineering and inspection (CE&I) services while the contractor continues work beyond the original construction time allotted in the construction contract; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$20,335.61**;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Created – 11/01/08

Revised – 03/13/18

Supplemental Agreement Boilerplate for Construction Engineering and Inspection - Contractor in Liquidated Damages

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include: The CONSULTANT shall continue to provide CE&I Services beyond the original construction contract time for an anticipated completion date of **November 30, 2024**.

FEES AND EXPENSES

“Table 1: Rate Schedule for Labor Hours” shall be modified to include rates for 2024. Therefore, both parties agree that “Table 1: Rate Schedule for Labor Hours” will be replaced by “Table 1-R: Rate Schedule for Labor Hours” as shown below:

TABLE 1-R: RATE SCHEDULE FOR LABOR HOURS

NAME	LABOR CLASSIFICATION	2022 Loaded Rate	2022 Loaded Rate (OT)	2024 Loaded Rate	2024 Loaded Rate (OT)
Geoffrey Crosby, P.E.	Project Engineer	\$147.21		\$194.31	
Michael Essary, P.E.	Engineer Manager	\$231.10		\$253.53	
	Engineer Intern	\$91.82		\$100.59	
	Engineer Technician	\$130.75		\$134.14	
	Inspector	\$88.76	\$103.70	\$64.66	\$77.16
	Administrative Assistant	\$83.35		\$92.77	

The Maximum Allowable Cost shall be amended to add the sum of **\$20,335.61** so the revised total Maximum Allowable Contract Costs is **\$249,833.23**. The new Maximum Allowable Cost is delineated below in the Schedule.

Fees and Expenses Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$216,323.68	\$1,873.60	\$11,300.34	\$229,497.62
SA #1	\$20,335.61	\$0.00	\$0.00	\$20,335.61
Totals	\$236,659.29	\$1,873.60	\$11,300.34	\$249,833.23

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Therefore, this Supplemental Agreement is so accepted and agreed upon the latest date of execution and shall be effective as of July 1, 2024.

Created – 11/01/08

Revised – 03/13/18

Supplemental Agreement Boilerplate for Construction Engineering and Inspection - Contractor in Liquidated Damages

Dated, the _____ day of _____, 20__.

City of Hattiesburg

Toby Barker, Mayor

Dated, the _____ day of _____, 20__.

Neel-Schaffer, Inc.

Michael W. Essary, P.E.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**Hall Avenue Roundabout at Bay Street / Arledge Street /
James Street**

Prepared for:
Mississippi Department of Transportation

Project Number:
FBLD-8769-00(001)LPA/108639-801000
City of Hattiesburg, MS

Prepared by: **Neel-Schaffer, Inc.**

Date Submitted:

November 3, 2021

Date Revised:

July 2, 2024

Cost Summary

Hall Avenue Roundabout at Bay Street / Arledge Street / James Street

CONSTRUCTION ENGINEERING & INSPECTION

Neel-Schaffer, Inc.

Labor Costs

CE&I Services \$ 20,335.61

Participating Drive Hours Cost

CE&I Services \$ -

Direct Costs

CE&I Services \$ -

Subtotal **Neel-Schaffer, Inc.** **\$ 20,335.61**

{name of SubConsultant}

Labor Costs

CE&I Services \$ -

Participating Drive Hours Cost

CE&I Services \$ -

Direct Costs

CE&I Services \$ -

Subtotal Cost **{name of SubConsultant}** **\$ -**

Burns Cooley Dennis

Labor Costs

Testing Services \$ -

Direct Costs

CE&I Services \$ -

Subtotal Cost **Burns Cooley Dennis** **\$ -**

PROJECT TOTAL COSTS **\$ 20,335.61**

Back-up must be provided for all SubConsultants
If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	165.22%	%
FCCM (Home)	0.11%	%
Field Overhead Rate ²	130.90%	%
FCCM (Field)	0.03%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Project Engineer	\$ 65.39	\$ 108.04	\$ 0.07	\$ 20.81	\$ 194.31
Engineer Intern	\$ 33.85	\$ 55.93	\$ 0.04	\$ 10.77	\$ 100.59
Engineer Technician	\$ 45.14	\$ 74.58	\$ 0.05	\$ 14.37	\$ 134.14
Inspector	\$ 25.00	\$ 32.73	\$ 0.01	\$ 6.93	\$ 64.66
Administrative Assistant	\$ 31.22	\$ 51.58	\$ 0.03	\$ 9.94	\$ 92.77
Engineer Manager	\$ 85.32	\$ 140.97	\$ 0.09	\$ 27.15	\$ 253.53

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector	\$ 25.00	\$ 32.73	\$ 0.01	\$ 6.93	\$ 77.16
Inspector II		\$ -	\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

FBLD-8769-00(001)LPA/108639-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			
	11	15	19	20	21	21	20	16	11	5	6	7			
Project Engineer						2							2	\$ 194.31	\$ 388.62
Engineer Intern							0.5	0.5					1	\$ 100.59	\$ 100.59
Engineer Technician						12	12	2					26	\$ 134.14	\$ 3,487.55
Inspector						70	90	93					253	\$ 64.66	\$ 16,358.85
Administrative Assistant													0	\$ 92.77	\$ -
Engineer Manager													0	\$ 253.53	\$ -

Labor Subtotal (Regular) \$ 20,335.61

FBLD-8769-00(001)LPA/108639-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			
	11	15	19	20	21	21	20	16	11	5	6	7			
Inspector													0	\$ 77.16	\$ -
Inspector II													0	\$ -	\$ -
{additional classifications}													0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

FBLD-8769-00(001)LPA/108639-801000

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb			
	11	15	19	20	21	21	20	16	11	5	6	7			
Project Engineer													0	\$ 194.31	\$ -
Engineer Intern													0	\$ 100.59	\$ -
Engineer Technician													0	\$ 134.14	\$ -
Inspector													0	\$ 64.66	\$ -
Administrative Assistant													0	\$ 92.77	\$ -
Engineer Manager													0	\$ 253.53	\$ -

Participating Drive Cost \$ -

CONTRACTOR's Project Completion Time:

Construction Cost Estimate:

Working Days

Work Conducted on the Project

No Work being Conducted on the Project

DIRECT COSTS ****

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Project Engineer						\$ -
Engineer Intern						\$ -
Engineer Technician						\$ -
Inspector						\$ -
Administrative Assistant						\$ -
Engineer Manager						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

Travel

Project Engineer - 280 miles at \$0.56/mile

Engineering Technician - 390 miles at \$0.56/mile

Inspector - 1390 miles at \$0.56/mile

Printing

12 sets of Plans and Specifications at \$60 per set

BILLING RATE TABLE

{name of SubConsultant}

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²		%
FCCM (Home)		%
Field Overhead Rate ²		%
FCCM (Field)		%
Profit		%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal		\$ -	\$ -	\$ -
Project Manager		\$ -	\$ -	\$ -
Project Engineer		\$ -	\$ -	\$ -
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
Administrative Assistant		\$ -	\$ -	\$ -
<i>{additional classifications}</i>		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
<i>{additional classifications}</i>		\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

HOUR DISTRIBUTION / LABOR COSTS

{name of SubConsultant}
CONSTRUCTION ENGINEERING & INSPECTION

FBLD-8769-00(001)LPA/108639-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal													0	\$ -	\$ -
Project Manager													0	\$ -	\$ -
Project Engineer													0	\$ -	\$ -
Inspector I													0	\$ -	\$ -
Inspector II													0	\$ -	\$ -
Administrative Assistant													0	\$ -	\$ -

Labor Subtotal (Regular) \$ -

FBLD-8769-00(001)LPA/108639-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Inspector I													0	\$ -	\$ -
Inspector II													0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

FBLD-8769-00(001)LPA/108639-801000

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal													0	\$ -	\$ -
Project Manager													0	\$ -	\$ -
Project Engineer													0	\$ -	\$ -
Inspector I													0	\$ -	\$ -
Inspector II													0	\$ -	\$ -
Administrative Assistant													0	\$ -	\$ -

Participating Drive Cost \$ -

Work Conducted on the Project

DIRECT COSTS ****
{name of SubConsultant}
CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer						\$ -
Inspector I						\$ -
Inspector II						\$ -
Administrative Assistant						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

50 miles at \$.56 per mile per 2 hours/day

6 days meals of \$41

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	Hall Avenue Roundabout at Bay Street / Arledge Street / James Street
MDOT Project No.	FBLD-8769-00(001)LPA/108639-801000
Testing Firm Name	Burns Cooley Dennis, Inc.
MDOT District Material Engineer Approval Date of the S&T Report	9/24/2021

Home Overhead Rate ²	172.75%	%
FCCM (Home)	0.71%	%
Field Overhead Rate ²		%
FCCM (Field)		%
Profit	12.00%	%

Classification	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate
Project Manager	\$ 80.00	\$ 138.20	\$ 26.18	\$ 0.57	\$ 244.95
Project Engineer	\$ 65.00	\$ 112.29	\$ 21.27	\$ 0.46	\$ 199.02
Materials Engineer	\$ 45.00	\$ 77.74	\$ 14.73	\$ 0.32	\$ 137.79
Admin. Assistant	\$ 20.00	\$ 34.55	\$ 6.55	\$ 0.14	\$ 61.24
Field Technician	\$ 25.00	\$ 43.19	\$ 8.18	\$ 0.18	\$ 76.55

LABOR COSTS

	Hours	Regular Billing Rate	Total
Project Manager		\$ 244.95	\$ -
Project Engineer		\$ 199.02	\$ -
Materials Engineer		\$ 137.79	\$ -
Admin. Assistant		\$ 61.24	\$ -
Field Technician		\$ 76.55	\$ -

SUBTOTAL - LABOR COSTS

0 \$ -

FIELD AND LABORATORY

	Quantity	Unit	Unit Cost	Total Cost
Concrete Compression Test ASTM C39 (3 Cylinders per set)		Each	\$ 25.00	\$ -
Standard Proctors (MT-8)		Each	\$ 225.00	\$ -
Atterberg Limits (T89 and T90)		Each	\$ 60.00	\$ -
Shrinkage Limits		Each	\$	\$ -
Gradation (T311)		Each	\$ 180.00	\$ -
Aggregate Gradation (T27)		Each	\$ 150.00	\$ -
Fine Aggregate Gradation (T27)		Each	\$ 125.00	\$ -
Minus No. 200 Wash (T11)		Each	\$ 45.00	\$ -
Nuclear Density Tests (T312)		Each	\$ 25.00	\$ -
pH of Soils (MT-30)		Each	\$ 30.00	\$ -
Moisture Content		Each	\$	\$ -
Bulk Specific Gravity (T166)		Each	\$ 30.00	\$ -

SUB-TOTAL - FIELD AND LABORATORY \$ -

EXPENSE ITEMS

		Quantity	Rate	Total Cost
Automobile travel	(20 trips at 4 miles per trip)	x	\$ 0.560	\$ -

SUB-TOTAL - EXPENSE ITEMS \$ -

TOTAL PROPOSED FEE \$ -

NOTES:

Technician hours are based on 5 - 3 hour trip to the project site for earthwork and aggregate base testing, 6 - 4 hour trips for concrete testing, 3 - 1 hour trips for asphalt densities, and 6 - 1 hour trips for sample and cylinder pickup. 1 hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip. 0.5 hours materials engineer per technician testing trip and 4 hours for meetings. Mileage is based on 4 miles per trip.



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, December 17, 2024
Re: Approve Safe Streets for All Action Plan for the City of Hattiesburg.
File Number: 2024-801
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2024 City Council meeting for consideration.



SAFE ROADS HATTIESBURG



SAFE STREETS & ROADS FOR ALL (SS4A) **Safety Action Plan**

December 2024



SAFE STREETS & ROADS FOR ALL (SS4A) SAFETY ACTION PLAN

DISCLAIMER: This report is prepared solely for the purpose of identifying, evaluating, and planning safety improvements on public roads; therefore, is exempt from discovery or admission under 23USC407.

City of Hattiesburg Leadership Commitment



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Nicholas Brown

COUNCIL - WARD FOUR
Dave Ware

Dear Residents and Community Stakeholders,

Safe, accessible and reliable transportation within the City of Hattiesburg is a top priority. Our vision is to reduce the number of severe crashes by 50% by the year 2032, with the ultimate goal of eliminating all severe crashes in our city limits.

We believe in building a transportation system that accommodates all users, including motorists, cyclists, pedestrians, wheelchair riders and public transit users. We work to provide equity in transportation infrastructure for all neighborhoods. We are committed to achieving a safer and more efficient transportation system using data and best practices, both in infrastructure design and traffic enforcement.

From 2019-2023, Hattiesburg experienced 17,791 crashes on the roadway network which included 55 fatal crashes and 180 crashes resulting in serious injuries. Of these fatal crashes, 15 involved pedestrians. These tragedies not only affect the families and friends of the victims, but they also have profound impacts throughout our community. We believe that these current trends are unacceptable, and we must take real steps to remedy them.

The thing is that most fatal and serious injury crashes are preventable, but we must be committed to improving transportation safety within the city for both residents and visitors. The Safe Streets for All (SS4A) Safety Action Plan is an important first step toward ending these avoidable deaths and injuries.

Through a data-driven, comprehensive and actionable approach, the Safety Action Plan identifies projects and strategies to improve safety throughout the entire transportation network and ultimately achieve our long-term safety goal of zero severe crashes.

On behalf of the City of Hattiesburg, I support this Safety Action Plan and will do everything within my power to implement projects and strategies included in it.

All the best,


Toby Barker
Mayor - City of Hattiesburg

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1.0 Introduction

The Safe Streets for All (SS4A) grant program was introduced in the Bipartisan Infrastructure Law (BIL) to fund regional and local initiatives to prevent roadway fatalities and serious injuries. This program supports the U.S. Department of Transportation's (USDOT) National Roadway Safety Strategy which is working toward a goal of zero roadway fatalities using a Safe System Approach.

The City of Hattiesburg received a Planning and Demonstration Grant to develop a comprehensive Safety Action Plan. The purpose of this plan is to meet Federal requirements, prioritize safety improvements, justify investment decisions, communicate with stakeholders, and access funding opportunities. The USDOT states that the goal of a Safety Action Plan "is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries"¹. The planning process that was used to develop this plan is shown in **Figure 1.1**.

Figure 1.1: Planning Process



Source: Neel-Schaffer

1.1 Leadership Statement

The City of Hattiesburg's leadership is committed to reducing and ultimately eliminating fatalities and serious injuries on the City's transportation network. A leadership commitment from the Mayor's office is included at the front of this plan.

¹ <https://www.transportation.gov/grants/ss4a/action-plan-requirements>

1.2 Demographic Profile

Hattiesburg, Mississippi, is located in the southeastern region of the United States. The City is home to the University of Southern Mississippi and William Carey University and is therefore a center for education and research². Additionally, the City has a bustling downtown area filled with local businesses, restaurants, and cultural attractions, making it a popular destination for visitors. Transportation safety is important not only to the City's residents and workers but also to the City's many tourists.

While the SS4A Safety Action Plan considers transportation safety needs throughout the entire City, it also focuses on the needs of any area identified as a Transportation Disadvantaged Community (TDC) or Area of Persistent Poverty (APP) as required by the Federal Highway Administration (FHWA). Environmental Justice (EJ) areas are also incorporated through an analysis of the American Community Survey (ACS) 2021 5-year estimates to determine equity needs within the City. This section analyzes the existing demographic makeup of the City of Hattiesburg.

The study area for this Safety Action Plan is defined as the area within the Hattiesburg city limits as shown in **Figure 1.2**.

² [Visit Hattiesburg](#)

Figure 1.2: Study Area

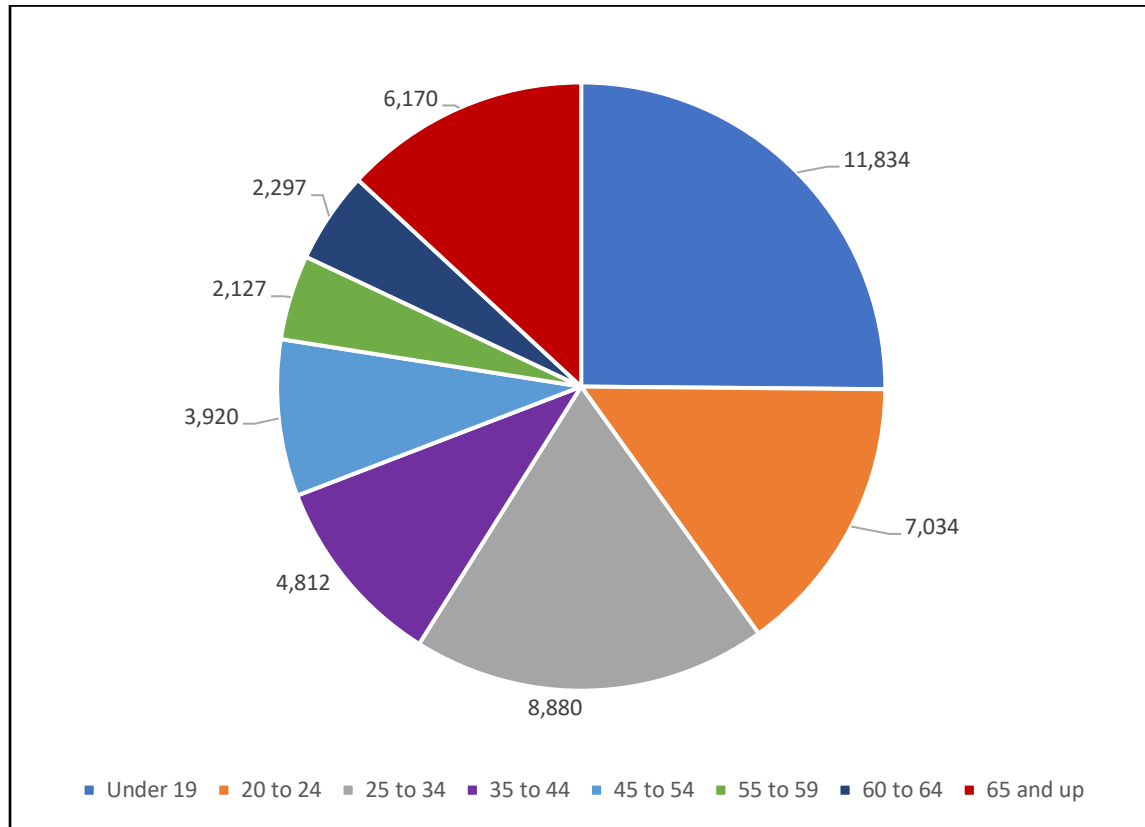


Source: Neel-Schaffer

Age/Race

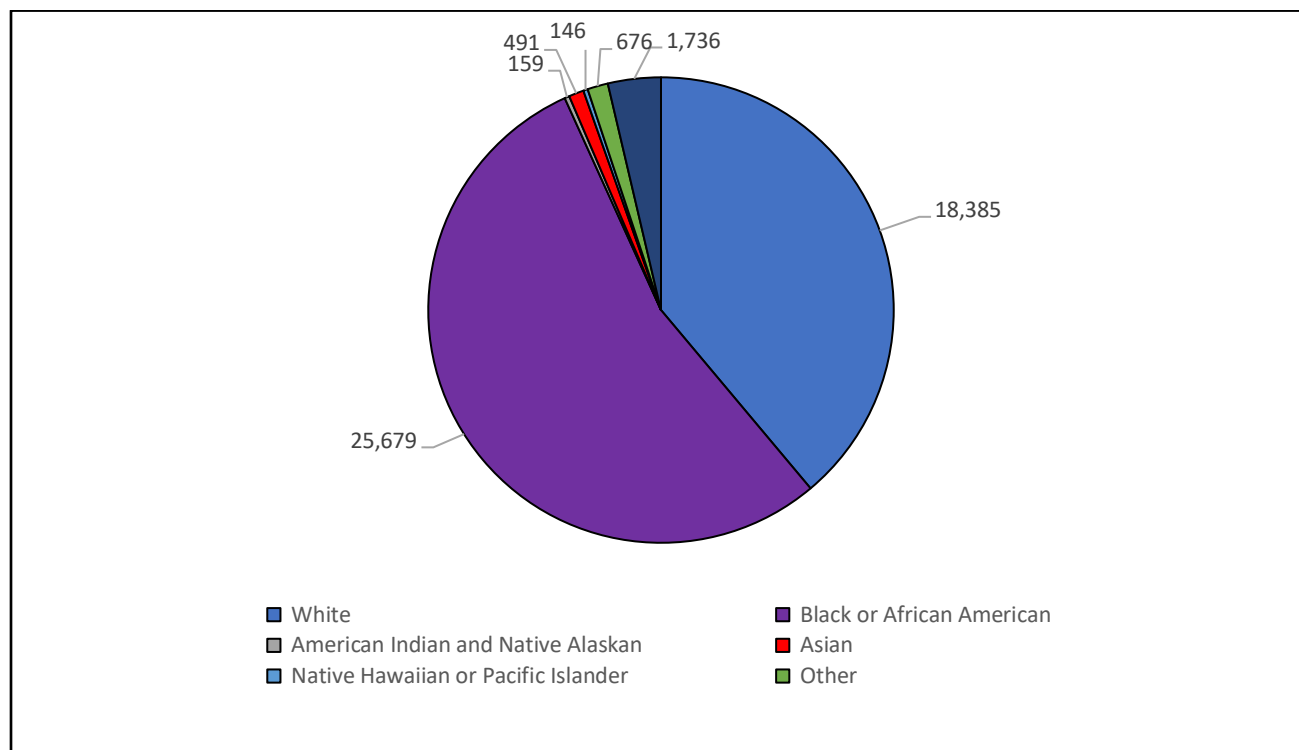
Figure 1.3 displays the age breakdowns within the City, while **Figure 1.4** displays the City's mix of racial backgrounds.

Figure 1.3: Population by Age



Source: ACS 5-Year Estimates, 2021

Figure 1.4: Population by Race



Source: ACS 5-Year Estimates, 2021

Existing Travel Patterns

While commuting patterns are only a portion of the total travel within the City, they can provide insight into overall travel patterns. According to the 2021 ACS estimates, the average commute time for employees within the City is less than 20 minutes.

Most commuters in Hattiesburg (81 percent) drove alone to work, as shown in **Table 1.1**. By contrast, seven percent of commuters traveled by carpool while three percent walked to work. Only one percent of commuters utilized public transportation.

These commuting trends can also offer insights into possible equity and equality imbalances in accessing transportation and job opportunities within the City. Most residents choose to drive alone to work. This option could be challenging for residents with driving restrictions or without access to a vehicle such as low-income persons who depend more on public transit or shared transportation alternatives.

Recognizing the causes of differences in travel patterns can be vital for equity and equality analysis, since it can guide efforts to create a safer, inclusive, accessible transportation system for all users.

Table 1.1: Commuting Modes within Hattiesburg

Commute Mode	Percent of Commuters
Drive Alone	81%
Carpool	7%
Public Transportation	1%
Walk	3%
Work at Home	2%
Other	6%

Source: ACS 5-Year Estimates, 2021

2.0 Vision Statement, Goals, and Objectives

2.1 Strategic Framework

Public input was used to develop a vision statement, goals, and objectives to guide the development of the Safety Action Plan. The vision statement describes the transportation safety status that the City strives to achieve. It is supported by three goals, each with corresponding objectives that clarify and expand upon the goal statement. These activity-based objectives are used to identify specific projects and strategies that help the City achieve its stated goals. These elements form the strategic framework of the plan as shown in **Figure 2.1**.

Vision

The City of Hattiesburg seeks to reduce the number of severe crashes by 50% by the year 2032 with the ultimate goal of eliminating all severe crashes in our city limits.

We believe in building a transportation system that accommodates all users, whether by vehicle, bicycle, pedestrian, wheelchair or public transit. We work to ensure equity in infrastructure for all neighborhoods. We stand committed to achieving a safer, more efficient transportation system through the use of data and best practices, both in design and traffic enforcement.

Goal 1: Educate citizens about their role in transportation safety.

- Implement a safe driving campaign on the City's website and social media platforms.
- Utilize local media outlets to regularly publish crash statistics.
- Educate drivers on state and local driving laws.

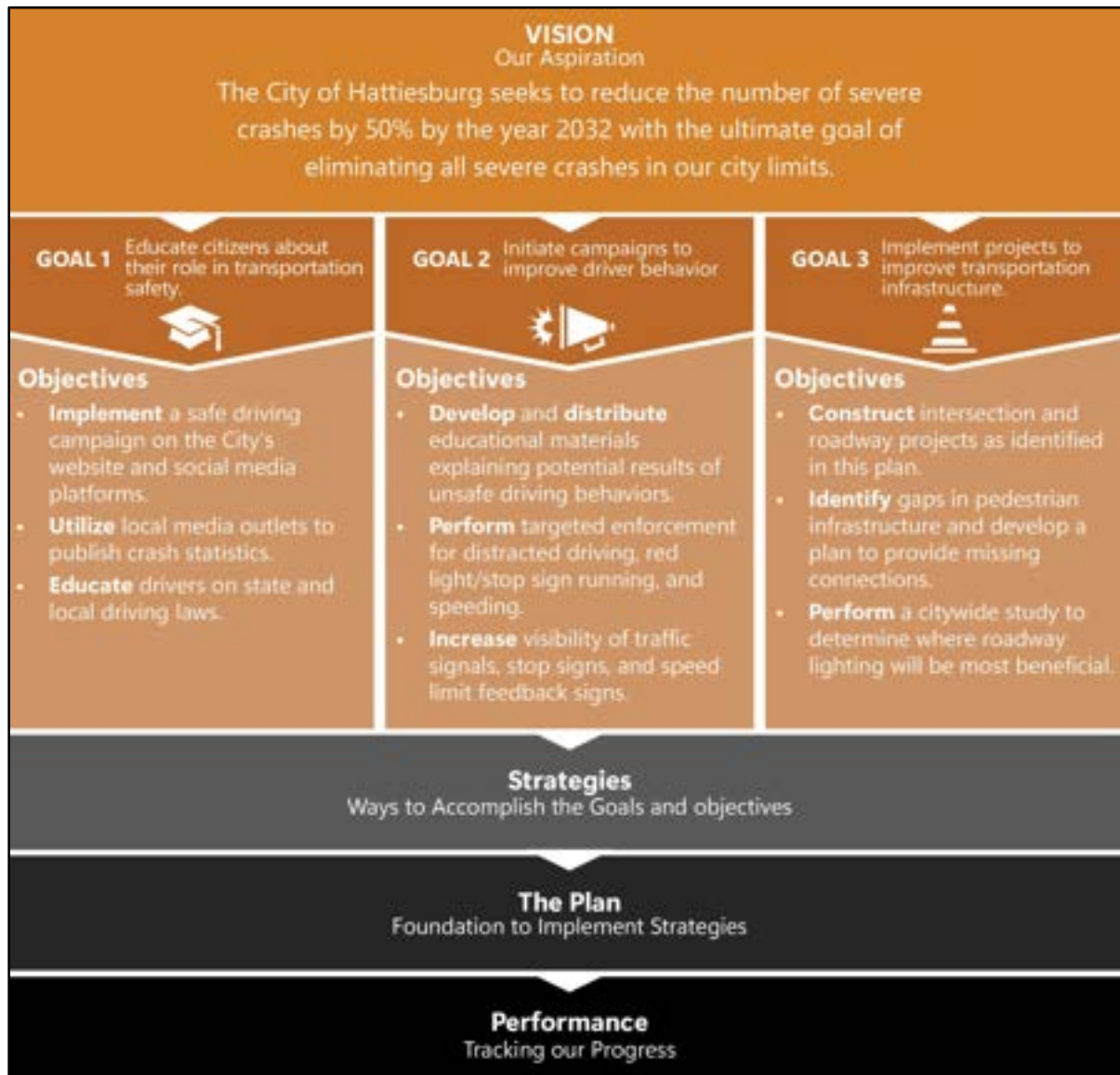
Goal 2: Initiate campaigns to improve driver behavior.

- Develop and distribute educational materials explaining potential results of unsafe driving behaviors.
- Perform targeted enforcement for distracted driving, red light / stop sign running, and speeding.
- Increase visibility of traffic signals, stop signs, and speed limit feedback signs.

Goal 3: Implement projects to improve transportation infrastructure.

- Construct intersection and roadway projects as identified in this plan.
- Identify gaps in pedestrian infrastructure and develop a plan to provide missing connections.
- Perform a citywide study to determine where roadway lighting will be most beneficial.

Figure 2.1: Safety Action Plan Strategic Framework



Source: Neel-Schaffer

2.2 Performance Measures

Performance measures are used to show progress toward meeting the Safety Action Plan's vision, goals, and objectives. Four performance measures have been defined for this plan:

- Percent Reduction in the Number of Fatal Crashes
- Percent Reduction in the Number of Serious Injury Crashes
- Percent Reduction in the Number of Non-Motorized Fatal Crashes
- Percent Reduction in the Number of Non-Motorized Serious Injury Crashes

The goals and objectives which support each performance measure are shown in **Table 2.1**.

Table 2.1: Safety Action Plan Performance Measures

Performance Measure	Goal	Objective
Percent Reduction in the Number of Fatal Crashes	Goal 1	Implement a safe driving campaign on the City's website and social media platforms.
	Goal 1	Utilize local media outlets to regularly publish crash statistics.
	Goal 1	Educate drivers on state and local driver behavior.
	Goal 2	Develop and distribute educational materials explaining potential results of unsafe driving behaviors.
	Goal 2	Perform targeted enforcement for distracted driving, red light / stop sign running, and speeding.
	Goal 2	Increase visibility of traffic signals, stop signs, and speed limit feedback signs.
	Goal 3	Construct intersection and roadway projects as identified in this plan.
	Goal 3	Perform a citywide study to determine where roadway lighting will be most beneficial.
Percent Reduction in the Number of Serious Injury Crashes	Goal 1	Implement a safe driving campaign on the City's website and social media platforms.
	Goal 1	Utilize local media outlets to regularly publish crash statistics.
	Goal 1	Educate drivers on state and local driver behavior.

City of Hattiesburg, MS

Safety Action Plan

Performance Measure	Goal	Objective
Percent Reduction in the Number of Serious Injury Crashes	Goal 2	Develop and distribute educational materials explaining potential results of unsafe driving behaviors.
	Goal 2	Perform targeted enforcement for distracted driving, red light / stop sign running, and speeding.
	Goal 2	Increase visibility of traffic signals, stop signs, and speed limit feedback signs.
	Goal 3	Construct intersection and roadway projects as identified in this plan.
	Goal 3	Perform a citywide study to determine where roadway lighting will be most beneficial.
Percent Reduction in the Number of Non-Motorized Fatal Crashes	Goal 1	Implement a safe driving campaign on the City's website and social media platforms.
	Goal 3	Implement intersection and roadway projects as identified in this plan.
	Goal 3	Identify gaps in pedestrian infrastructure and develop a plan to provide missing connections.
	Goal 3	Perform a citywide study to determine where roadway lighting will be most beneficial.
Percent Reduction in the Number of Non-Motorized Serious Injury Crashes	Goal 1	Implement a safe driving campaign on the City's website and social media platforms.
	Goal 3	Implement intersection and roadway projects as identified in this plan.
	Goal 3	Identify gaps in pedestrian infrastructure and develop a plan to provide missing connections.
	Goal 3	Perform a citywide study to determine where roadway lighting will be most beneficial.

Source: Neel-Schaffer

3.0 Existing Conditions Safety Data Review

3.1 Existing Plans, Policies, and Procedures

Existing Plans

Existing plans that address safety in the City of Hattiesburg were reviewed as a part of this Safety Action Plan. For each plan, recommendations were made for improved collaboration to address safety analysis, project development, and implementation more effectively across the City.

The following existing plans were reviewed:

- Statewide Transportation Improvement Plan (STIP) (FY 2023-2026)
- Mississippi Strategic Highway Safety Plan (2024)
- Hub City Transit Master Plan (2022)
- Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) Transportation Improvement Plan (TIP) (FY 2023-2026)
- Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) Metropolitan Transportation Plan (2020)
- Mississippi's 2045 Unified Long-Range Transportation Infrastructure Plan (2020)
- Mississippi Statewide Freight Plan (2022)
- Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) Pathways Master Plan (2015)

A detailed summary of each plan listed above is included in **Appendix A**. Each summary contains a brief plan overview, goals and objectives, key findings, and recommendations for transportation safety.

Recent and ongoing projects with safety components were also identified. A list of these projects with their current status is included below.

Recent and Ongoing Safety Projects		
Location	Project	Status
19th Avenue	Sidewalk improvements	Plans complete
Hwy 49 at William Carey Parkway	Intersection improvements	In design
Hwy 49 from 4th Street to 31st Avenue	Lighting	In design
Tatum Park Access Road	Connector road with two roundabouts	Conceptual

City of Hattiesburg, MS

Safety Action Plan

Recent and Ongoing Safety Projects		
Location	Project	Status
WSF Tatum/Bonhomie/PCS School	Traffic improvements	Conceptual
Camp Street	Lighting	In design
Edwards Street	Landscaped medians, lighting, drainage improvements, sidewalks	In design
Highway 11	Lighting	Under construction
Hall Avenue	Overpass bridges, sidewalk, lighting, landscaped islands, roundabout	Under construction
Midtown Streetscape	Sidewalk, lighting, landscaping, irrigation, drainage improvements, on-street parking	Project recently let
Fourth Street from Thornhill Drive to 38th Avenue	Sidewalk and lighting	In design
Fourth Street from 38th Avenue to 34th Avenue	Sidewalk and lighting	In design
FTA Projects	Bus stops and sidewalks	1 site complete; Remaining site in design
Park Avenue at Hardy Street	Intersection improvements	Complete

Existing Policies and Procedures

Existing policies and procedures were examined for elements related to transportation safety. Topics covered in this review include access management, complete streets, subdivision sidewalk regulations, work zone management / requirements of Traffic Management Plans, emergency response time goals vs. actual, and incident management / traveler information system.

Access Management

Access management regulations are an important tool for managing roadway systems. These regulations promote safe and efficient movements for vehicles entering and exiting sites onto state or local roadway systems. Coordination between state and local access regulations is a vital component of efficient and safe operations between state-maintained highways and county/city-maintained roadways.

In 2020, the City of Hattiesburg established design standards and procedures regarding access requirements in the published *City of Hattiesburg Land Development Code (Ordinance #3209) - Section 3: General Requirements*. The Land Development Code was created with the intent to be consistent with the goals and strategies identified in the Comprehensive Plan. *Section 3.3 (Street Frontage and Access Required)* of the code is a brief section pertaining to public street access for each lot or parcel of land to be developed. It is required that each lot must abut a public street with direct vehicular and pedestrian access unless the lot is identified as one of the exceptions outlined in this section. Exceptions include any lot that the use of which was legally established prior to the effective date of the ordinance, a development site consisting of one or more legal lots of record, or lots created for utility facilities. *Section 3.10 (Driveways)* is another brief section of the land development code which states that no driveway or point of access to a street is to be constructed, relocated, or altered unless the proposed driveway has been approved by the City. Under this section, access limitations are identified to protect the function of public streets. Access to an existing public street system shall be determined based on location of intersecting streets, topography, and other general site conditions. Driveway access to public streets bounding a subdivision development is not allowed unless the location of the proposed driveway has been previously approved by the City.

Mississippi Department of Transportation (MDOT) has published the *Access Management Manual – Version 2.0 (February 2022)*. This manual highlights the importance of access management to control the location, spacing, design, and operation of driveways, median openings, interchanges, and street connections to roadways for the purpose of maintaining the overall safety of the transportation system, minimizing congestion, and reducing the number of crashes. The goal of the manual is to provide efficient traffic flow due to the increase in traffic experienced from new developments and to ensure the existing system capacities will not be adversely impacted by new development. MDOT's access management policy/program includes functional roadway classification, geometric design criteria, and traffic engineering analysis.

Complete Streets

The U.S. Department of Transportation describes Complete Streets as streets that are designed and operated to enable and support safe mobility for all users. These streets consider multiple forms of transportation and provide infrastructure for motorists, pedestrians, bicyclists, and public transportation users. Complete Street policies can be set at state, regional, and local levels and are usually supported by roadway design guidelines.

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Mississippi Department of Transportation (MDOT) has published a fact sheet pertaining to the “Complete Streets” policy. The *Mississippi SRTS State Network Complete Streets Fact Sheet* encourages local, regional, or state level agencies to adopt a complete streets policy to ensure the design and implementation of safe and convenient transportation systems to everyone including pedestrians, bicyclists, drivers, and transit users. The sheet highlights safety, health, quality of life, access, and fiscal responsibility components that all play a major role in creating a cohesive transportation system outlined by the complete streets policy. Although MDOT has published a fact sheet, it appears that a Complete Streets policy has not yet been adopted by the state. It is encouraged that both local and state transportation agencies adopt a Complete Streets policy to ensure a cohesive transportation system for all users.

The City of Hattiesburg has published *Chapter 46 - Streets, Sidewalks, and Other Public Places: Article II (Complete Streets Policy)*. Under this policy, the City will plan, design and construct all new transportation improvement projects to encompass the Complete Streets ideology by providing appropriate accommodations for pedestrians, bicyclists, and persons of all abilities. Complete Streets infrastructure is defined in this chapter as design features that contribute to a safe, convenient, or comfortable travel experience for all users. It is required that every transportation improvement project incorporate Complete Streets infrastructure to enable reasonably safe travel along and across the right-of-way for each category of user. The City also states that where feasible, it will incorporate Complete Streets infrastructure into existing streets to improve safety. Bicycle paths will not be required on local streets where the posted speed limit is 25 miles per hour or less or if a parallel bicycle path exists within 400 feet. Pedestrian facilities will not be required for areas with low population density. Transportation improvement projects where the cost of establishing bicycle or pedestrian facilities exceed twenty percent of the total cost of the transportation project will not be required to incorporate these facilities in the design.

Subdivision Sidewalk Regulations

Development of subdivisions within a community should include the implementation of pedestrian facilities to promote connectivity and safety. Comprehensive planning standards and regulations encourage the construction of cohesive sidewalk networks within proposed subdivisions and provide connections to existing networks.

The City of Hattiesburg currently has an existing ordinance pertaining to the construction of sidewalks in *Chapter 23 - Streets and Sidewalks (Article II: Sidewalk, Curb, and Gutter Construction)*. This ordinance states that the sidewalk widths on all streets in the City are to

be determined by the Department of Public Services to fit existing conditions and that a permit is required for any sidewalk construction.

In 2020, the City of Hattiesburg also established design standards and procedures regarding sidewalk requirements in the published *City of Hattiesburg Land Development Code Section 7: Standards of Design*. This section of the Land Development Code lists requirements for pedestrian circulation in Section 7.6. The table includes each City district and the corresponding sidewalk requirements for each district. *Section 8* of the Land Development Code provides typical sections for roadway design based on functional roadway classification and includes the minimum sidewalk width to be implemented. Multiple sections of the Land Development Code mention design requirements for sidewalks and subdivisions; however no specific section for subdivision sidewalk requirements is included.

Mississippi Department of Transportation (MDOT) mentions certain criteria for sidewalk placement during various types of roadway projects in their published *Roadway Design Manual (2020)*. The manual does not specifically have a section dedicated to the design of sidewalks; however, it is mentioned throughout the manual. MDOT also provides links on their website to the most current ADA standards for pedestrian facilities to provide easy access to design professionals and the public.

Work Zone Management / Requirements of Traffic Management Plans

Work zone management is not specifically mentioned within the City of Hattiesburg's ordinances. As work zones often contribute to highway congestion, it is important to establish work zone management plans at the local level to maintain efficient operations while work is ongoing.

Mississippi Department of Transportation (MDOT) does not specifically have any published policies or procedures pertaining to work zone management. MDOT has a blog site called "Drive Smart" which includes an informational piece on the importance of work zone safety. This blog gives an overview of some historic crash data pertaining to work zone incidents. While this blog is informational, it is recommended that policies and procedures be implemented at the state level to provide coordination between state and local agencies.

Emergency Response Time Goals vs. Actual

A crucial part of emergency response is the time that it takes for emergency responders to reach their calls. During the review of Hattiesburg's policies and procedures, no information was found about goals for emergency response times or historical records of actual times for emergency responders to arrive on scene. It is encouraged that all emergency

responders including the fire department, police department, and EMS, coordinate amongst their organizations to identify deficiencies in response times and develop strategies/policies to improve efficiency where necessary.

Incident Management / Traveler Information System

Incident Management pertains to protocols and procedures established to restore roadway capacity as quickly and efficiently as possible after traffic incidents have occurred. A well-established plan benefits not only emergency responders during traffic incidents, but also vehicle operators by reducing delays and improving safety. Incident management is not specifically mentioned within the City of Hattiesburg's ordinances. Implementation of an Incident Management Plan could greatly improve operations and safety for roadway users in the City.

Mississippi Department of Transportation (MDOT) has mentioned incident management within their published *Intelligent Transportation System (ITS) Design Manual (2019)*. Incident management will be supported through the implementation of Video Detection Systems (VDS) which use mounted cameras above or along the roadways that are angled toward travel lanes and configured to collect data. Incident management is also stated as an integral component of integrated corridor management. The design manual encourages the use of dynamic message signs to improve active traffic management. The manual also spells out specific functions of the dynamic message signs to ensure ease of use in relaying information to the public. To assist with proper implementation of the dynamic message signs, MDOT has attached a checklist titled "*Dynamic Message Boards (DMS) Field Review*". The checklist includes general placement criteria as well as placement on urban freeways, arterials, highways, rural freeways and roadways, vertical placement, sign view angle, and maintenance/sign access.

3.2 Crash Analysis

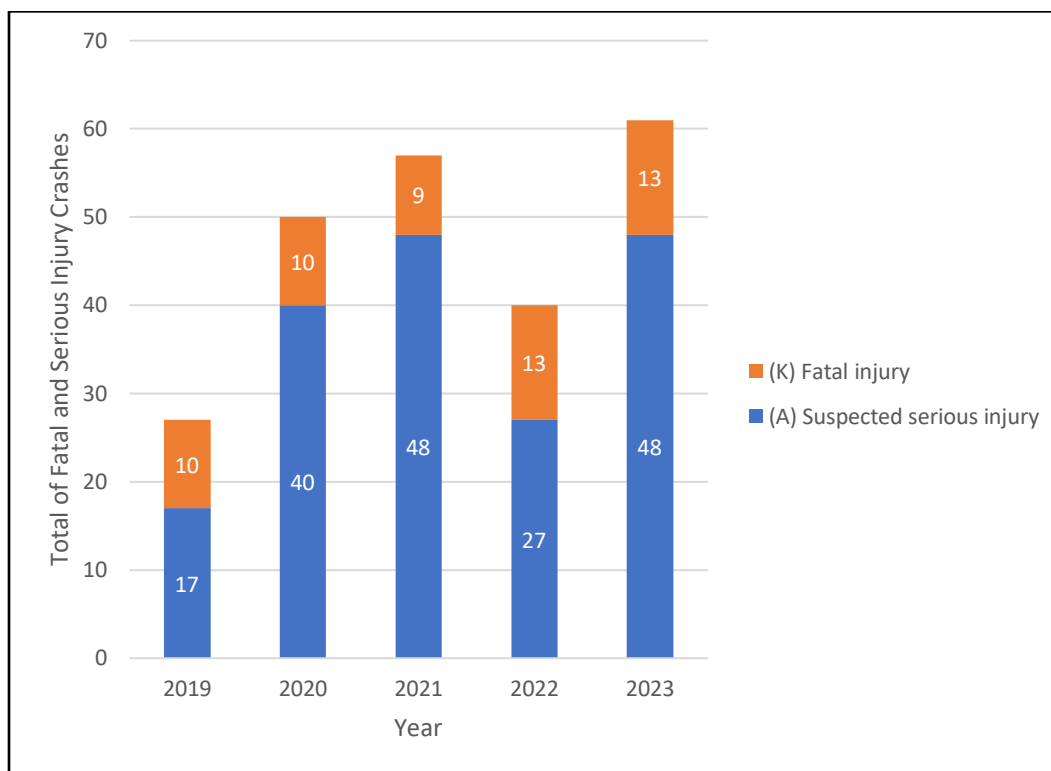
The safety analysis is informed by a historical crash analysis within the city limits of Hattiesburg. Historical crash data from January 1, 2019, through December 31, 2023, was reviewed to evaluate patterns and trends in terms of crash types, crash locations, contributing circumstances, and temporal trends. A total of 17,791 crashes were reported within the study area over this five-year period. The following analysis focuses on the 235 crashes that resulted in fatalities and/or serious injuries.

The analysis reviewed data from January 1, 2019, through December 31, 2023, to evaluate patterns and trends based on:

- crash type
- location
- contributing circumstances
- temporal trends

Within the study area, 55 fatal crashes and 180 suspected serious injury crashes were reported during the five-year analysis period. **Figure 3.1** presents the fatal and serious crashes reported by year.

Figure 3.1: Fatal and Suspected Serious Injury Crashes by Year



Source: MDOT

The number of suspected serious injury crashes significantly increased from September 2019 onwards due to a revised definition of what constitutes a serious injury. The new definition broadens the category of suspected serious injury crashes to include injuries such as severe lacerations, significant blood loss, broken or distorted extremities, crush injuries,

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significant burns, unconsciousness, paralysis, and/or suspected skull, chest, or abdominal injuries (excluding bruises or minor lacerations). In contrast, Mississippi's previous criteria required severe injuries to be life-threatening. Consequently, the new definition results in an uptick in serious injuries reported when comparing data before and after the definition change. The definition was changed to conform with the new criteria definitions set forth in the National Highway Traffic Safety Administration's Model Minimum Uniform Crash Criteria (MMUCC), 4th edition.

3.3 Crash Types

The most common crash types among the fatal and serious injury crashes reported in the five-year analysis period were pedestrian crashes (20%), angle crashes (19%), run-off-road crashes (right 13% and left 10%), rear-end crashes (11%), and left turn crashes (10%). **Table 3.1** presents the fatal and serious injury crashes reported during the five-year analysis window by crash type.

Table 3.1: Fatal and Suspected Serious Injury by Crash Type and Year

Crash Type	Year					Total (%)
	2019	2020	2021	2022	2023	
Pedestrian	6	12	7	9	14	48 (20%)
Angle	4	7	10	10	13	44 (19%)
Run off Road - Right	3	5	5	7	10	30 (13%)
Rear end slow or stop	4	3	10	4	5	26 (11%)
Left turn same roadway	5	6	8	1	4	24 (10%)
Run off Road - Left	2	5	9	2	6	24 (10%)
Sideswipe	1	1	2	1	2	8 (3%)
Bicycle	1	3	1	2	1	7 (3%)
Head on	--	3	2	--	1	6 (3%)
Fell from vehicle	--	1	2	1	--	4 (2%)
Overturn	--	1	1	2	--	4 (2%)
Parked vehicle	1	--	--	1	2	4 (2%)
Train	--	2	--	--	--	2 (1%)
Opposite Direction Sideswipe	--	--	--	--	2	2 (1%)

Crash Type	Year					Total (%)
	2019	2020	2021	2022	2023	
Fixed Object	--	1	--	--	--	1 (<1%)
Unknown	--	--	--	--	1	1 (<1%)
Total	27	50	57	40	61	235

Source: MDOT

3.4 Environmental Circumstances

The environmental circumstances contributing to crashes can be helpful in determining potential areas for improvement within the roadway network. Environmental circumstances such as lighting and weather/surface conditions were evaluated for the 235 fatal and serious injury crashes reported in the study region for 2019 through 2023.

Approximately 24% of fatal and serious injury crashes were identified as “dark-not lighted” indicating that no street or intersection lighting was present at the time of the crash. Additionally, seven percent of fatal and serious injury crashes reported in the region occurred with wet surface conditions. **Table 3.2** presents the contributing environmental circumstances as reported during the five-year analysis period.

Table 3.2: Fatal and Suspected Serious Injury Crashes by Contributing Circumstances

Lighted Conditions	Year					Total (%)
	2019	2020	2021	2022	2023	
Daylight	13	27	29	20	28	117 (50%)
Dark – Not Lighted	8	9	13	10	17	57 (24%)
Dark - Lighted	6	10	12	8	14	50 (21%)
Dawn/Dusk	-	2	1	1	1	5 (2%)
Dark – Unknown Lighting	-	2	1	1	1	5 (2%)
Unknown	-	-	1	-	-	1 (<1%)
Total	14	14	22		18	235
Surface Conditions	Year					Total (%)
	2019	2020	2021	2022	2023	
Dry	21	47	50	38	58	214 (91%)
Wet	5	2	5	2	2	16 (7%)
Water (standing, moving)	-	-	2	-	-	2 (1%)
Ice/Frost	1	-	-	-	-	1 (<1%)
Other	-	1	-	-	-	1 (<1%)
Unknown	-	-	-	-	1	1 (<1%)
Total	27	50	57	40	61	235

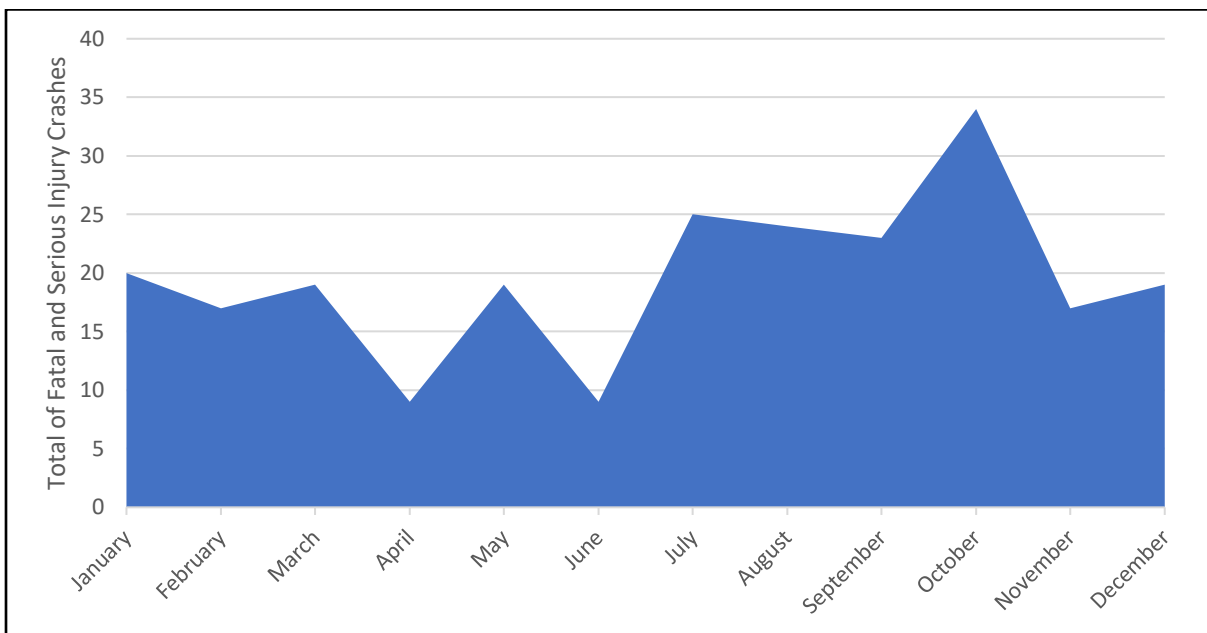
Source: MDOT

3.5 Temporal Patterns

The 235 reported fatal and serious injury crashes in the study area were also evaluated for temporal patterns. Crashes were compared by month of the year, day of the week, and hour of the day.

Figure 3.2 illustrates the monthly trends in crashes across the area. The month of October experienced the largest number of severe injury and fatal crashes.

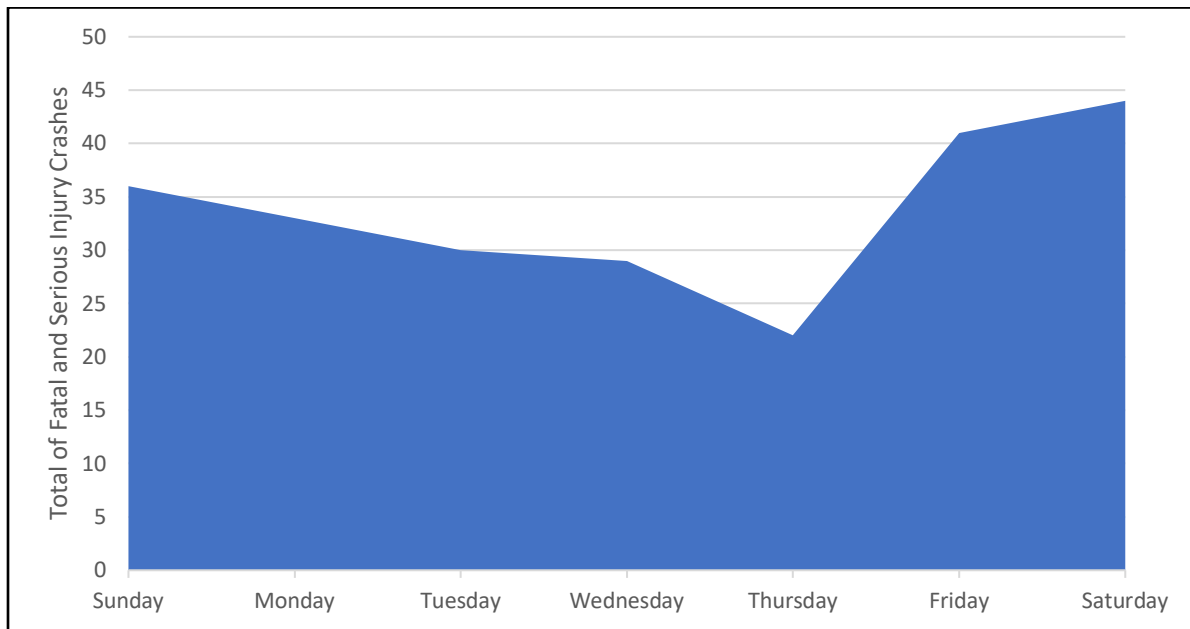
Figure 3.2: Fatal and Suspected Serious Injury Crashes by Month, 2019-2023



Source: MDOT

Figure 3.3 presents the number of fatal and severe crashes that occurred within the study area for each day of the week. The data indicates that, in general, more crashes occur on Fridays and Saturdays.

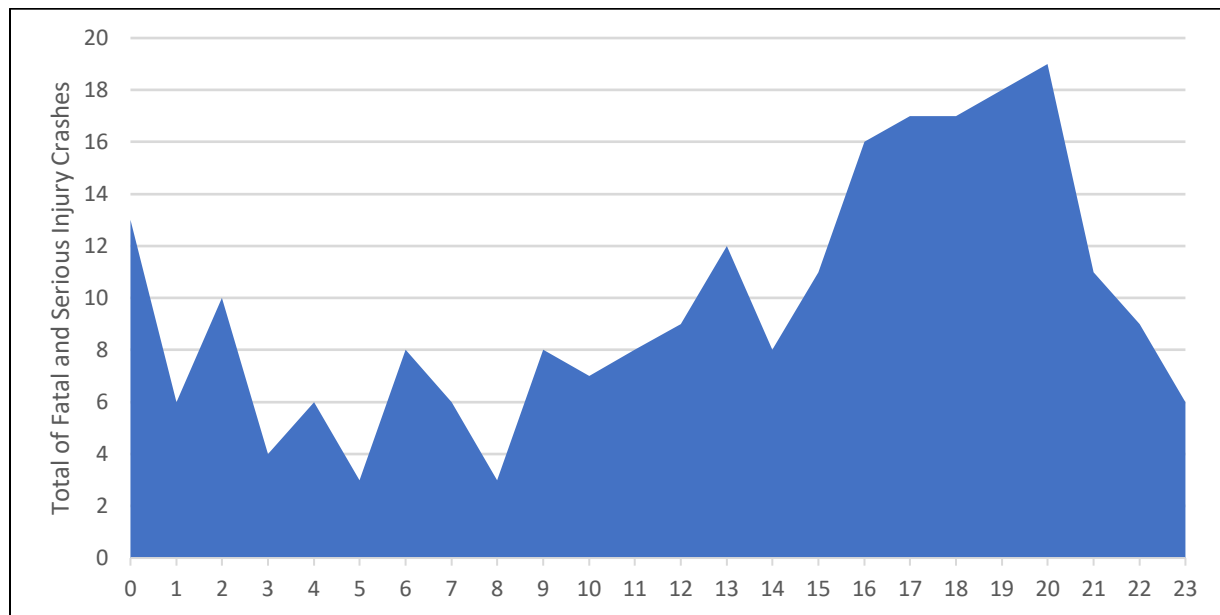
Figure 3.3: Fatal and Suspected Serious Injury Crashes by Day of Week, 2019-2023



Source: MDOT

Figure 3.4 presents the number of crashes that occur by hour of the day. More crashes tend to occur in the late afternoon and early evening hours. The 4 PM to 8 PM interval saw the highest crash occurrence.

Figure 3.4: Fatal and Suspected Serious Injury Crashes by Time of Day, 2019-2023



Source: MDOT

3.6 Driver Impairments

Of the 235 reported fatal and serious injury crashes in the Hattiesburg study area, 26 crashes involved driving under the influence (DUI). **Table 3.3** highlights these crashes.

Table 3.3: DUI Involved Crashes, 2019-2023

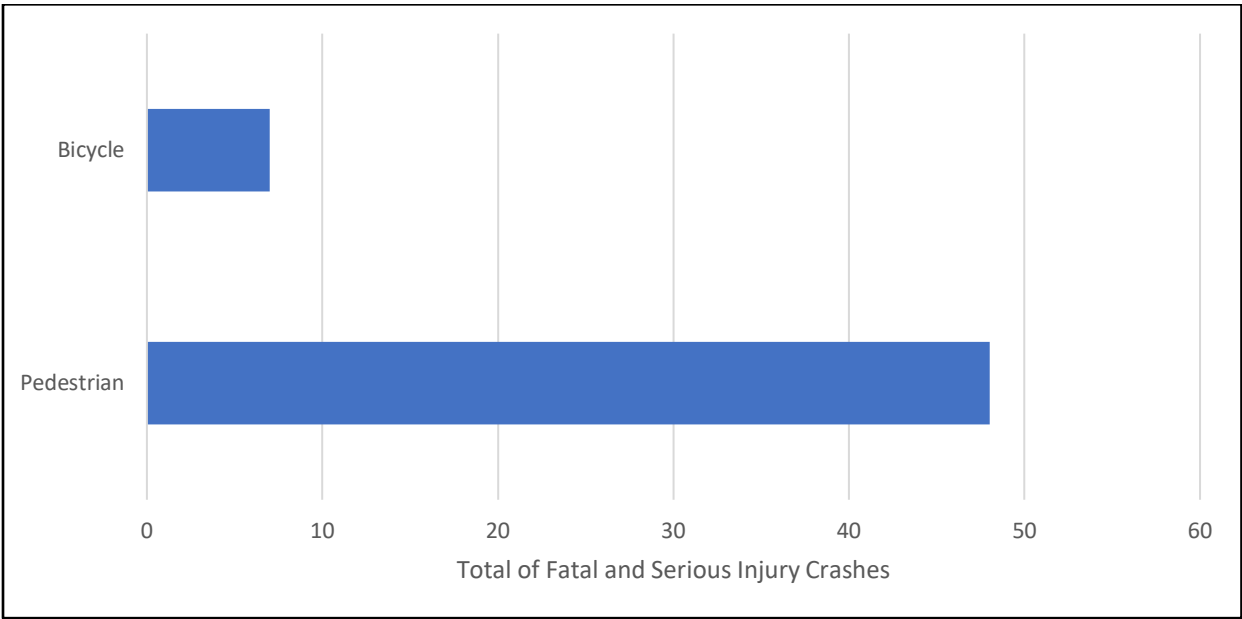
City	Population (2020 Census)	Alcohol Sales	Medical Cannabis	DUI Crashes					
				2019	2020	2021	2022	2023	Total
Hattiesburg	48,730	County Yes City Yes	Countywide Yes	1	6	4	8	7	26
Total				1	6	4	8	7	26

Source: MDOT

3.7 Pedestrian and Bicycle Crash Summary

Among the 235 fatal and serious-injury crashes, 48 pedestrian crashes and seven bicycle crashes were recorded during the five-year analysis period. The pedestrian-involved crashes included 15 fatal crashes and 33 suspected serious injury crashes. All seven bicycle-involved crashes were suspected serious injury crashes. Four of the pedestrian crashes (1 fatal and 3 serious injury) were attributed to the involvement of alcohol. **Figure 3.5** provides a breakdown of pedestrian and bicycle crashes.

Figure 3.5: Bicycle/Pedestrian Fatal and Suspected Serious Injury Crashes, 2019-2023



Source: MDOT

Many of the bicycle crashes, approximately 86%, occurred under “dark – not lighted” conditions, whereas only 30% of the pedestrian crashes occurred under “dark not-lighted” conditions. Eight percent of pedestrian crashes occurred with wet surface conditions while no bicycle crashes occurred with wet surface conditions. **Table 3.4** summarizes the lighting and surface conditions for fatal and suspected serious injury pedestrian and bicycle crashes.

Table 3.4: Pedestrian/Bicycle Fatal and Suspected Serious Injury Crashes, 2019-2023

	Dry	Wet	Water (standing, moving)	Unknown	Total
Pedestrian	43	3	1	1	48
Daylight	15	1	-	-	16
Dark – Lighted	13	1	1	1	16
Dark – Not Lighted	13	1	-	-	14
Dawn/Dusk	1	-	-	-	1
Unknown	1	-	-	-	1
Bicycle	7	-			7
Dark – Not Lighted	6	-	-	-	6
Daylight	1	-	-	-	1

Source: MDOT

3.8 High Injury Network

The High-Injury Network (HIN) analysis identifies locations with historical safety concerns to guide local investments in infrastructure and safety programming. Two separate HINs were developed: one focused on all roadway users and the other on vulnerable road users (bicyclists and pedestrians). Each HIN consists of roadway segments and intersections that experience a high frequency of fatal and serious injury crashes. Maps of each HIN are shown in **Figure 3.6** and **Figure 3.7**.

Segment Analysis

The segment analysis identified the top 25 segments in the City of Hattiesburg with the highest frequency of fatal and serious injury crashes. The following process was used to determine those segments:

1. Segments with at least one fatal and/or serious injury crash were sorted based on the number of fatal and/or serious injury crashes.

2. While maintaining the order of fatal and serious injury crash frequencies, segments were then sorted based on the number of total injury crashes (included all injury classifications).
3. Segments were then sorted based on the total number of crashes while maintaining the order established in the prior steps.

Table 3.5 displays the top 25 segments.

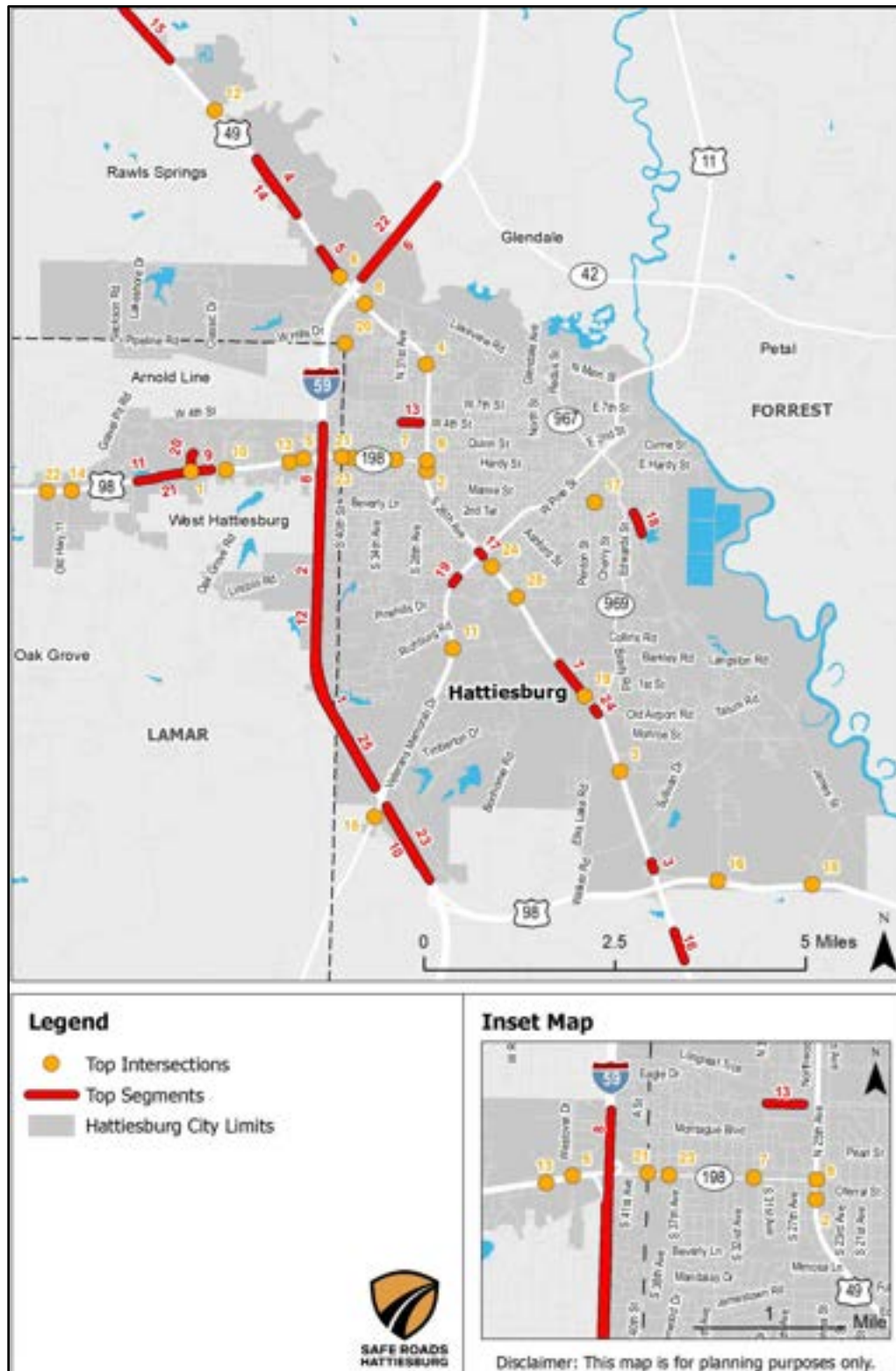
Intersection Analysis

The intersection analysis identified the top 25 intersections in the City of Hattiesburg that have the highest frequency of fatal and serious injury crashes. The same sorting process was used as discussed above for segment analysis. **Table 3.6** displays the top 25 intersections.

Vulnerable Road Users HIN

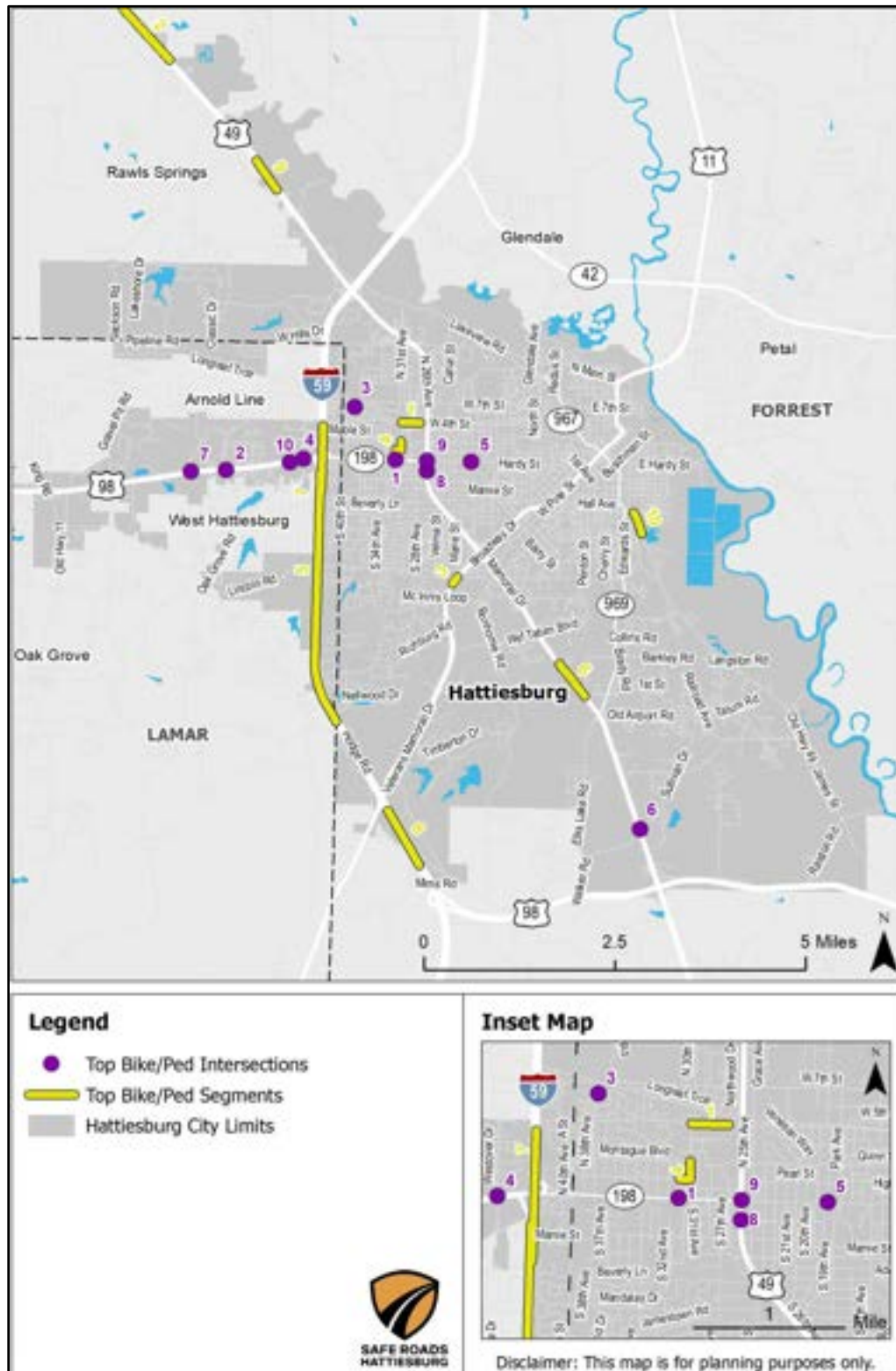
The vulnerable road users HIN consists of segments and intersections that experienced bicycle and pedestrian fatal and serious injury crashes within the City of Hattiesburg from 2019 through 2023. Only segments and intersections that experienced at least one fatal or serious injury vulnerable road user crash were considered. **Table 3.7 and Table 3.8** display the top 10 segments and intersections for vulnerable users.

Figure 3.6: High Injury Network – All Users



Source: Neel-Schaffer

Figure 3.7: High Injury Network – Vulnerable Users



Source: Neel-Schaffer

Table 3.5: Top 25 Fatal and Serious Injury Crash Segments, 2019 – 2023

Roadway	From	To	Length (mi)	Fatal Crashes	Serious Injury Crashes
I-59 Northbound/US 98 Westbound	Lamar/Forrest County Line	US 98 Westbound/Hardy Street Off-Ramp	3.0	2	4
I-59 Southbound/US 98 Eastbound	US 98 Eastbound/Hardy Street On-Ramp	Lamar/Forrest County Line	3.3	2	2
US 49 Northbound	Old US 98 E	R C Thomas Road	0.1	2	2
US 49 Northbound/MS 42 Westbound	Old Rawls Springs Road	Rawls Springs Road	0.9	1	3
US 49/MS 42	Classic Drive	Rawls Springs Loop Road	0.4	0	3
I-59 Southbound/MS 42 Westbound	Hattiesburg City Limits (Bouie River)	US 49 Northbound/MS 42 Westbound Off-Ramp	1.6	0	3
US 49	Central School Road	Pearl River Boulevard	0.5	0	3
I-59 Northbound/US 98 Westbound	US 98 Westbound/Hardy Street Off-Ramp	Hardy Street On-Ramp	0.9	1	2
US 98 Westbound/Hardy Street	Lakewood Drive	Cross Creek Parkway	0.3	0	2
I-59 Southbound/US 98 Eastbound	US 11 On-Ramp	US 98 Eastbound Off-Ramp	0.8	1	1
US 98 Eastbound/Hardy Street	Lamar Boulevard	Lake Forgetful	0.3	0	2
I-59 Southbound/US 98 Eastbound	Forrest/Lamar County Line	US 11 Off-Ramp	4.3	1	1
West 4th Street	Golden Eagle Avenue	Eagle Walk	0.2	0	2

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Roadway	From	To	Length (mi)	Fatal Crashes	Serious Injury Crashes
US 49 Southbound/MS 42 Eastbound	Rawls Springs Road	Old Rawls Springs Road	0.5	1	1
US 49 Northbound/MS 42 Westbound	Irby Road	Ryner Road	0.9	1	1
US 49 Northbound	Mixon Road	Tucker Road	0.4	1	1
US 49 Southbound	US 11 Southbound On-Ramp	US 11 Northbound Off-Ramp	0.1	1	1
James Street	South Tipton Street	Alcorn Avenue	0.3	1	1
US 11/Broadway Drive	Baggett Street	Alice Drive	0.1	0	2
Cross Creek Parkway Southbound	0.1 miles north of US 98/Hardy Street	0.3 miles north of US 98/Hardy Street	0.2	0	1
US 98 Westbound/Hardy Street	Cross Creek Parkway	Lake Forgetful	0.3	0	1
I-59 Northbound/MS 42 Eastbound	US 49 Northbound On-Ramp	Hattiesburg City Limits (Bouie River)	1.4	0	1
I-59 Northbound/US 98 Westbound	US 98 Westbound On-Ramp	US 11 Off-Ramp	1.1	0	1
US 49 Southbound	0.1 miles north of Elks Lake Road	Elks Lake Road	0.1	1	0
I-59 Northbound/US 98 Westbound	US 11 On-Ramp	Forrest/Lamar County Line	3.5	1	0

Source: MDOT

Table 3.6: Top 25 Fatal and Serious Injury Crash Intersections, 2019 – 2023

Intersection	Fatal Crashes	Serious Injury Crashes
US 98 (Hardy Street) at Cross Creek Parkway	2	2
US 49 at O'Ferral Street	0	4
US 49 at J M Tatum Industrial Drive	0	4
US 49 at East Drive	1	3
US 98 (Hardy Street) at Westover Drive	0	3
US 49/MS 42 at Classic Drive	0	3
MS 198 (Hardy Street) at 31st Avenue	0	3
US 49 at Campbell Loop/Convention Center	0	3
US 49 at MS 198 (Hardy Street)	1	1
US 98 (Hardy Street) at Weathersby Road	1	1
US 11 (Veterans Memorial Drive/Broadway Drive) at South 28th Avenue/W.S.F. Tatum Boulevard	0	2
US 49/MS 42 at Peps Point Road	1	1
US 98 (Hardy Street) at Coca Cola Street	0	2
US 98 (Hardy Street) at Gravel Pit Road	0	2
US 11 at Sullivan Kilrain Road	0	2
US 98 at W L Runnels Industrial Drive	1	1
Hall Avenue at Ronie Street	0	2
US 98 at North Gate Road	0	2
US 49 at Central School Road	0	2
Campbell Drive at Gunnison Drive	1	1

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Intersection	Fatal Crashes	Serious Injury Crashes
MS 198 (Hardy Street) at 40th Avenue	1	0
US 98 (Hardy Street) at King Road/Old Highway 11	0	1
MS 198 (Hardy Street) at North 38th Avenue	0	1
US 49 at West Pine Street	0	1
US 49 at Wisteria Drive/William Carey Parkway	1	0

Source: MDOT

Table 3.7: Top 10 Fatal and Serious Injury Vulnerable User Crash Segments, 2019 – 2023

Roadway	From	To	Length (mi)	Fatal Crashes	Serious Injury Crashes
West 4th Street	Golden Eagle Avenue	Eagle Walk	0.2	0	2
US 49 Northbound/MS 42 Westbound	Irby Road	Ryner Road	0.9	1	1
US 11/Broadway Drive	Baggett Street	Alice Drive	0.1	0	2
Pearl Street	North 31st Street	Montague Boulevard	0.2	0	1
I-59 Southbound/US 98 Eastbound	US 98 Eastbound/Hardy Street On-Ramp	Lamar/Forrest County Line	3.3	2	2
US 49	Central School Road	Pearl River Boulevard	0.5	0	3
I-59 Northbound/US 98 Westbound	US 98 Westbound/Hardy Street Off-Ramp	Hardy Street On-Ramp	0.9	1	2
I-59 Southbound/US 98 Eastbound	US 11 On-Ramp	US 98 Eastbound Off-Ramp	0.8	1	1
US 49 Southbound/MS 42 Eastbound	Rawls Springs Road	Old Rawls Springs Road	0.5	1	1
James Street	South Tipton Street	Alcorn Avenue	0.3	1	1

Source: MDOT

Table 3.8: Top 10 Fatal and Serious Injury Vulnerable User Crash Intersections, 2019 – 2023

Intersection	Fatal Crashes	Serious Injury Crashes
MS 198 (Hardy Street) at 31st Avenue	0	3
US 98 (Hardy Street) at Weathersby Road	0	4
North 38th Avenue at Newhaven Road	1	1
US 98 (Hardy Street) at Westover Drive	0	1
Hardy Street at North 19th Avenue	0	1
US 49 at Sullivan Drive/Carter Pitt Road	0	1
US 98 (Hardy Street) at Cross Creek Parkway	0	2
US 49 at O'Ferral Street	2	2
US 49 at MS 198 (Hardy Street)	1	1
US 98 (Hardy Street) at Coca Cola Street	0	3

Source: MDOT

4.0 Equity Considerations

Equity is a central guiding principle in the process of identifying the HIN, engaging stakeholders, and determining project priorities within the SS4A program. The program strongly emphasizes inclusive public outreach and input gathering. Data sets provided by the FHWA and the United States Census Bureau are used to identify and locate equity populations so that fairness and equity can be considered in safety solutions. The equity analysis employed in this effort incorporates the communities required by the FHWA through TDCs and APPs. Additionally, the plan incorporates an EJ element to identify areas which are a Community of Concern (CoC) and specific and equitable safety strategies tailored to their needs. This EJ analysis uses the same ACS year that was used to determine the TDCs.

This section displays the methodology used to identify the TDCs, APPs, and CoCs within the City with an emphasis on an inclusive and equitable process.

4.1 Transportation Disadvantaged Communities

Determining TDCs

Transportation is a vital aspect of society, enabling individuals to access essential services, education, employment, and social opportunities. Despite this need, some communities face significant challenges in accessing reliable and affordable transportation options, leading to isolation, limited economic opportunities, and decreased quality of life. These communities are known as Transportation Disadvantaged Communities and are defined by the criteria laid out by FHWA³.

TDCs are typically characterized by limited access to affordable transportation options, including:

- public transit services,
- sidewalks,
- bike lanes, and
- safe pedestrian infrastructure.

These communities are often comprised of:

- low-income individuals,
- older adults (aged 65+),

³ <https://www.transportation.gov/grants/dot-navigator/equity-and-justice40-analysis-tools>

- minority populations,
- persons with disabilities, and/or
- persons living in geographically isolated or underserved areas.

The lack of accessible transportation options in these communities adds to the existing social and economic disparities.

Issues Faced by TDCs

- **Limited Access to Essential Services:** Lack of transportation options hinders access to healthcare facilities, grocery stores, educational institutions, and employment opportunities, leading to reduced quality of life and potential economic hardships.
- **Social Isolation:** Inadequate transportation prevents community members from participating in social and recreational activities, leading to feelings of isolation and exclusion.
- **Health Disparities:** Limited transportation options contribute to poor health outcomes as individuals struggle to reach medical appointments, engage in physical activities, or access healthy food options.
- **Environmental Impact:** Inadequate public transportation infrastructure may lead to increased reliance on private vehicles, resulting in traffic congestion, air pollution, and negative environmental consequences.

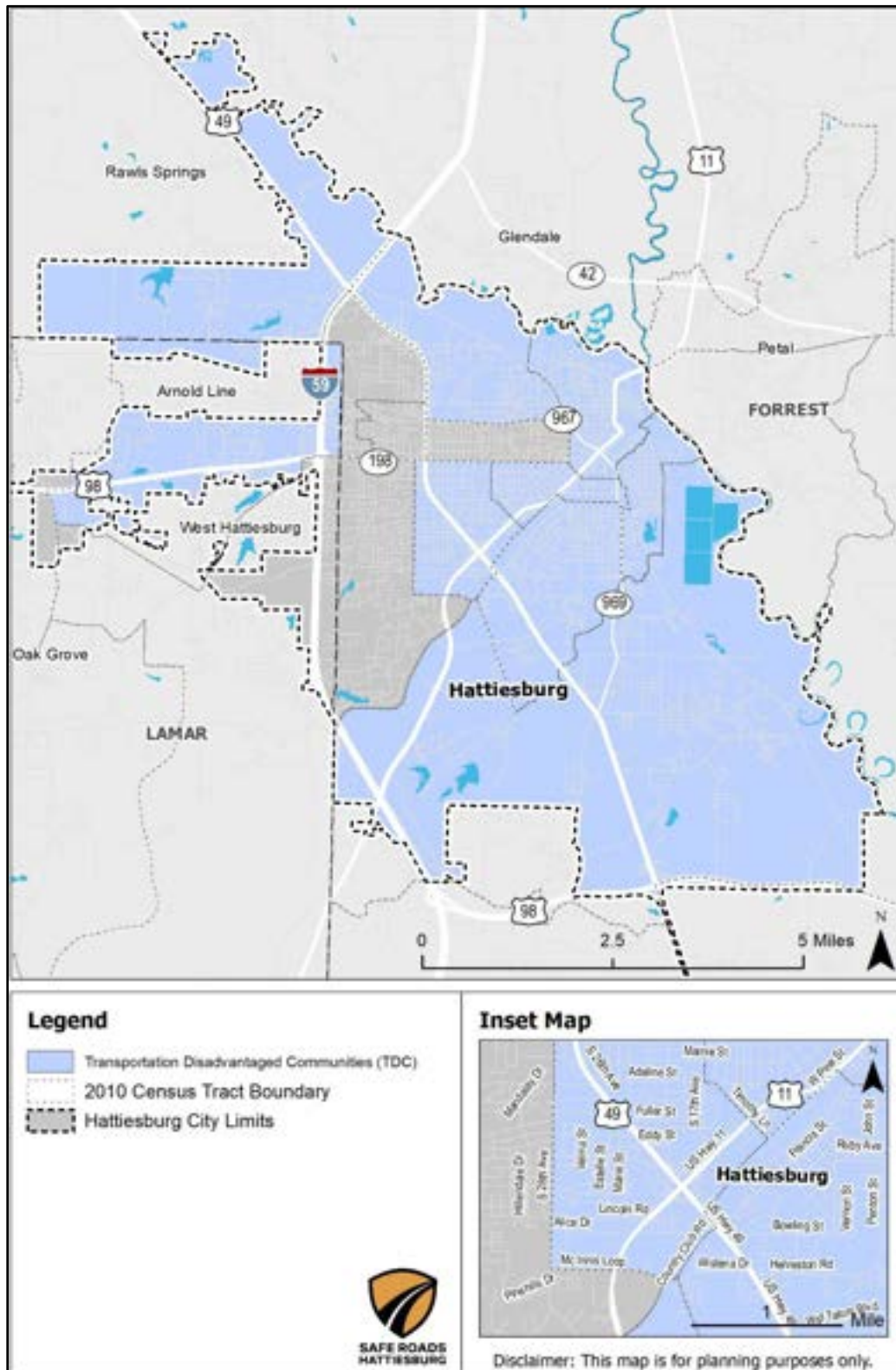
Location of TDCs

Within the City of Hattiesburg, there are two areas that comprise the majority of its TDCs.

- Central Hattiesburg has many TDCs. These areas may have less access to public transportation options or face infrastructure challenges that hinder mobility for residents, particularly those who rely on affordable transportation.
- The northwest part of Hattiesburg may also have limited access to affordable transportation, making it challenging for residents to reach job opportunities, healthcare facilities, educational institutions, and grocery stores.

Figure 4.1 displays the TDCs in the study area.

Figure 4.1: Transportation Disadvantaged Communities



Source: FHWA

Addressing Challenges for TDCs

To address the challenges faced by TDCs, a comprehensive and multi-faceted approach is necessary. Some potential strategies include:

- **Enhancing Public Transportation:** Expanding and improving public transit services, including increased frequency, extended operating hours, and improved accessibility for individuals with disabilities.
- **Rideshare Programs:** Developing subsidized or on-demand transportation services tailored to the specific needs of TDCs.
- **Infrastructure Improvements:** Investing in safe and accessible sidewalks, bike lanes, and pedestrian-friendly infrastructure to promote active transportation options.
- **Community Partnerships:** Collaborating with community organizations, social service agencies, and educational institutions to identify transportation needs and develop solutions.

4.2 Areas of Persistent Poverty

Determining APPs

APPs within the study area were defined and identified by the FHWA through the Bipartisan Infrastructure Law (BIL). These communities also need targeted strategies to foster equitable and sustainable development while providing access to jobs and social opportunities.

According to the U.S. Department of Transportation⁴, a project falls within an APP if it meets one of the following criteria:

- The county in which the project is situated has consistently had a poverty rate of 20 percent or higher in all three of the following datasets: (a) the 1990 decennial census; (b) the 2000 decennial census; and (c) the most recent Small Area Income Poverty Estimates available as of 2021.
- The project is located in a Census Tract where the poverty rate is at least 20%, as determined by the 2014-2018 5-year data series from the American Community Survey conducted by the Bureau of the Census.
- The project is situated in any territory or possession of the United States.

The identification process for APPs involves a comprehensive analysis of various socio-economic indicators, including income levels, educational attainment, employment rates,

⁴ [Areas of Persistent Poverty & Historically Disadvantaged Communities | US Department of Transportation](#)

and access to essential services. Valuable insights are gathered from data sources such as the U.S. Census Bureau, the American Community Survey, and local government reports, which offer a clear understanding of the spatial distribution of poverty and its persistence over time.

Issues Faced by APPs

The enduring poverty within APPs can be attributed to a combination of factors, including:

- **Limited Economic Opportunities:** A shortage of diverse industries, initiatives for job creation, and access to quality employment opportunities hampers economic mobility and residents' capacity to enhance their socioeconomic conditions.
- **Education Disparities:** Inequalities in accessing quality education, spanning from early childhood to vocational training, can limit residents' acquisition of skills and qualifications necessary for improved employment prospects.
- **Inadequate Infrastructure:** Insufficient infrastructure, including transportation networks and community facilities, can impede economic growth and limit access to essential services, contributing to the perpetuation of poverty.
- **Social and Racial Inequities:** Persistent poverty often intersects with social and racial inequities, and marginalized communities may face discrimination, limited social capital, and reduced access to resources and opportunities.

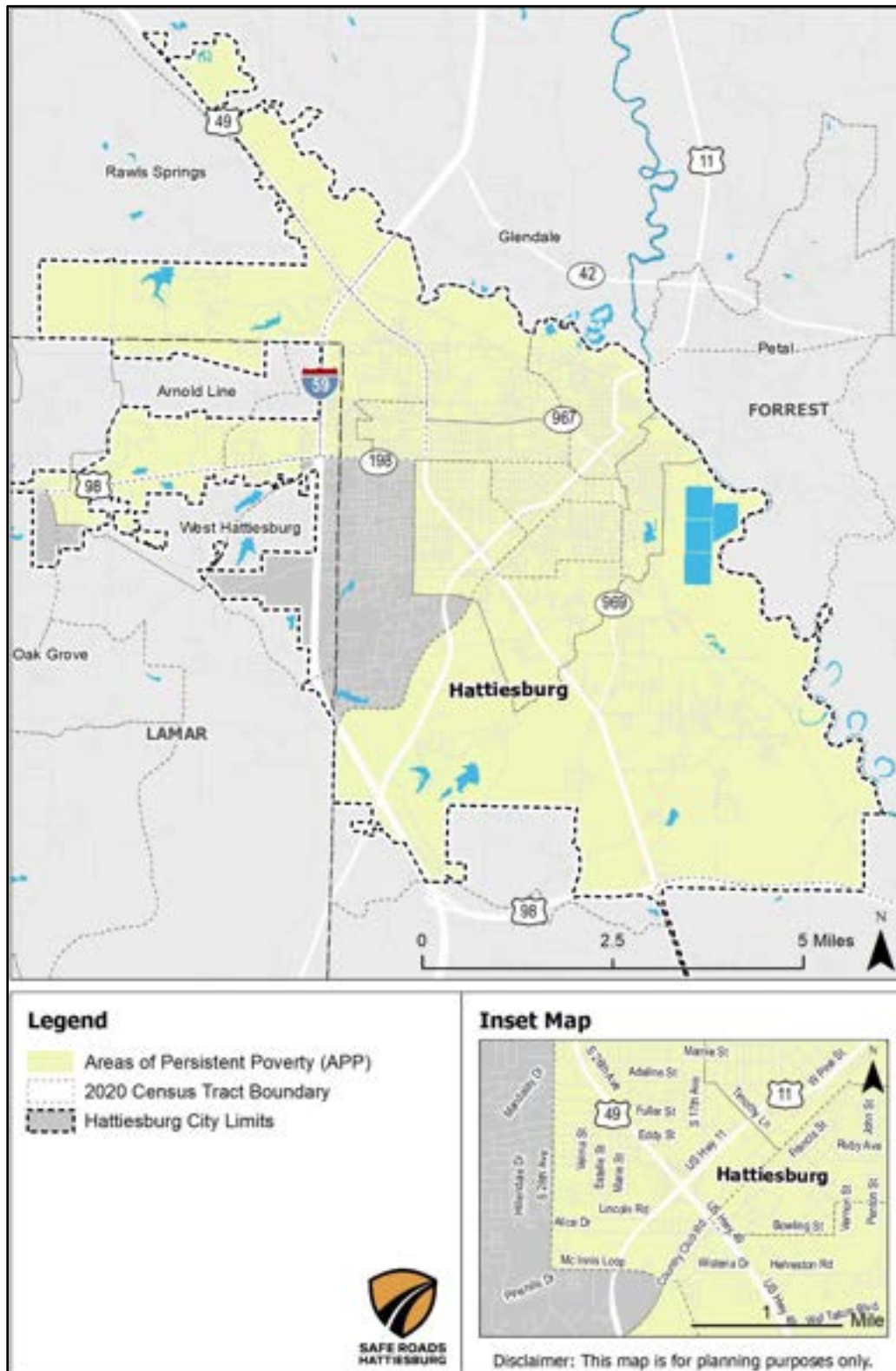
Location of APPs

APPs within the City of Hattiesburg were identified in the following areas:

- The northwest part of Hattiesburg is characterized by high poverty rates and limited economic opportunities. Residents in these neighborhoods face barriers to accessing quality education, healthcare services, and employment opportunities, which can perpetuate the cycle of poverty.
- Residents in the central part of Hattiesburg may struggle with limited access to reliable transportation, affordable housing, and job opportunities. These challenges can hinder residents' ability to break free from the cycle of poverty and improve their living conditions.

Figure 4.2 displays the APPs in the study area.

Figure 4.2: Areas of Persistent Poverty



Source: FHWA

Addressing Challenges for APPs

Strategies that can address the needs of TDCs will often be able to address the needs of APPs as well.

- **Enhancing Public Transportation:** Expanding and improving public transit services, including increased frequency, extended operating hours, and improved accessibility for individuals with disabilities. This strategy offers a lower cost transportation method that persons in poverty can use to commute.
- **Rideshare Programs:** Developing subsidized or on-demand transportation services tailored to the specific needs of those in poverty.
- **Infrastructure Improvements:** Investing in safe and accessible sidewalks, bike lanes, and pedestrian-friendly infrastructure to promote active transportation options and connectivity that allows persons in poverty to reach employment.
- **Community Partnerships:** Collaborating with community organizations, social service agencies, and educational institutions to identify transportation needs and develop solutions.

4.3 Environmental Justice and Communities of Concern

While not required by the FHWA as part of the SS4A process, EJ is a critical aspect of any safety planning process. It focuses on providing equitable outcomes for all communities, particularly those that have historically faced disparities in environmental decision-making. These disparities have led to disproportionate environmental impacts on disadvantaged communities from transportation and infrastructure projects. The inclusion of the EJ analysis aligns with the broader goals of the SS4A plan and the Justice40 Initiative which emphasizes inclusivity and equitable solutions.

Determining EJ Areas and Communities of Concern

To obtain data for this analysis that is consistent with the FHWA's APP data, the American Community Survey (ACS) 2021 5-Year Estimates were used. The EJ analysis considered six populations to create a CoC indicator.

The populations analyzed during the EJ analysis included:

- **Minority Population:** Persons who are part of one or more racial or ethnic minorities.
- **Households Without a Vehicle:** Households that are heavily reliant on public transportation.
- **Poverty or Low-Income:** Persons facing persistent or increasing poverty rates.

- **Older Adults:** Persons aged 65 and older.
- **Limited English Proficiency (LEP):** Persons who face language barriers and do not speak English well or at all.
- **Persons with Disabilities:** Populations who identify with having a disability.

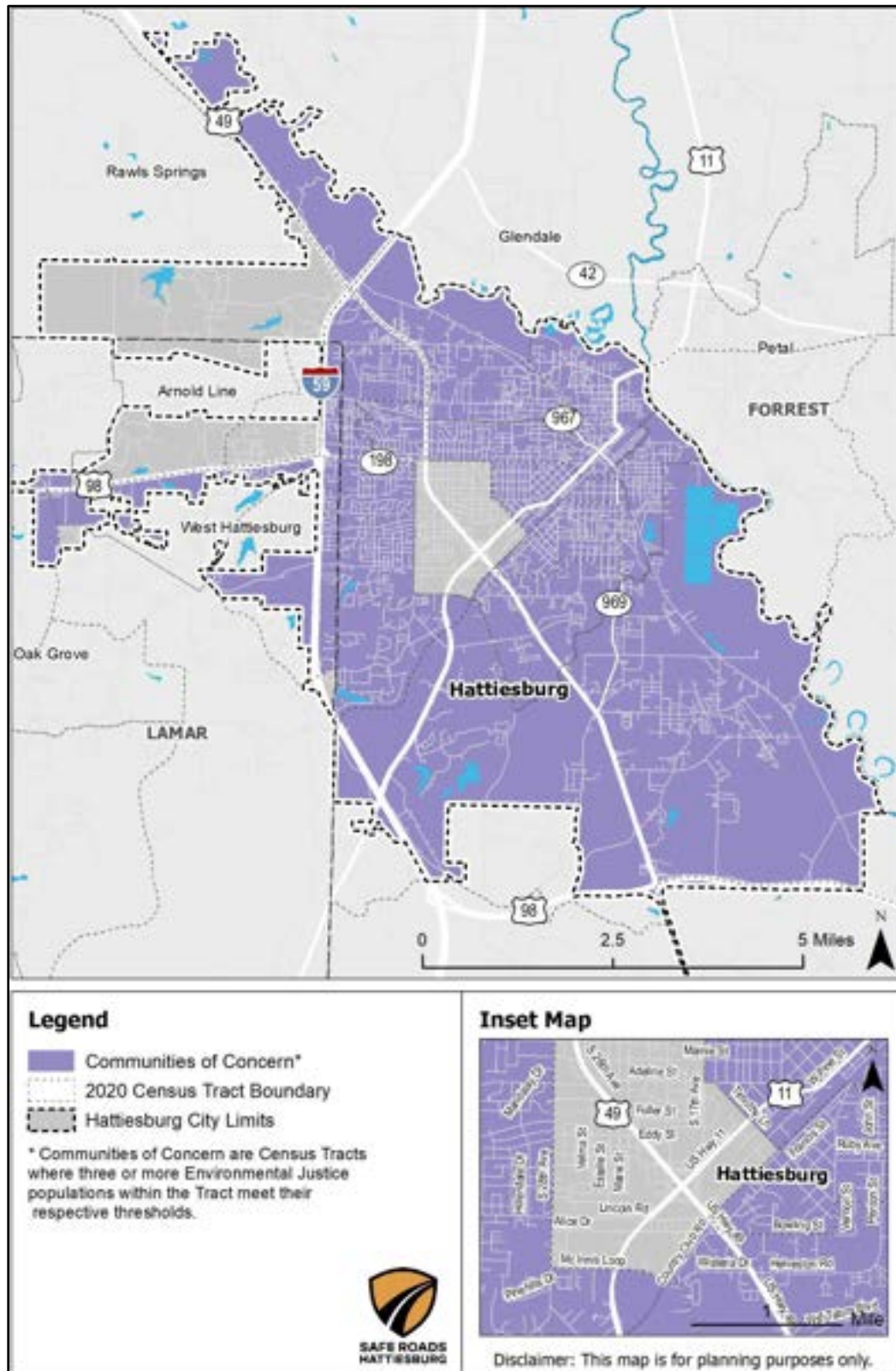
Potential EJ Census Tracts are identified where the percentage of the analyzed population that reside in the tract is higher than the county average. Tracts that contain three or more populations that qualify as potential EJ locations are considered CoCs. Hattiesburg's CoCs, as displayed in **Figure 4.3**, are specific neighborhoods or populations that would be disproportionately impacted by environmental hazards or lack access to environmental benefits. These communities are often characterized by a high concentration of minority and low-income residents who experience increased exposure to pollution, compromised health outcomes, and limited access to green spaces and other environmental resources.

Location of Communities of Concern

Within the City of Hattiesburg, there are several areas that comprise the Communities of Concern:

- The northeastern portion of Hattiesburg faces ongoing economic challenges and has a significant number of low-income and minority households, including African American and Hispanic residents. Residents in this area might encounter difficulties in accessing quality education, healthcare, and employment opportunities. Addressing the economic disparities and promoting economic development in this area can improve the community.
- The southern portion of Hattiesburg contains large African American and Hispanic populations. It also has a large number of LEP and low income populations. Environmental justice concerns may arise in these communities including issues related to industrial pollution, inadequate access to green spaces, and infrastructure disparities. Efforts should be made to mitigate pollution, promote environmental equity, and enhance the availability of green spaces and recreational facilities.
- Hattiesburg's downtown area may also be considered a community of concern due to the presence of economic challenges and disparities. A large portion of low-income and minority populations reside in this area. Revitalization efforts, including attracting businesses, promoting cultural and entertainment activities, and creating a supportive environment for local entrepreneurs, can contribute to the economic growth and vibrancy of Downtown Hattiesburg.

Figure 4.3: Communities of Concern



Source: Neel-Schaffer; ACS 2021 5-year Estimates Addressing Challenges for Communities of Concern

Addressing Challenges for Communities of Concern

To address the challenges faced by CoCs, a comprehensive and multi-faceted approach is necessary. Some potential strategies include:

- **Community Engagement and Empowerment:** Foster partnerships between community organizations, advocacy groups, and government agencies to actively involve residents in decision-making processes, provide platforms for community input, and amplify the voices of marginalized communities. This strategy also includes outreach to faith-based organizations and places where these communities gather or access services.
- **Equitable Policy Development:** Implement policies and regulations that prioritize environmental justice and promote fair treatment for all communities. Policies may include stricter pollution control measures, equitable distribution of green spaces, and targeted infrastructure investments in underserved areas.
- **Accessible Transportation:** Improve public transportation infrastructure and services in underserved communities to provide affordable, reliable, and accessible transportation options that connect residents to essential services, employment opportunities, and recreational areas.
- **Education and Awareness:** Develop educational programs and initiatives focused on environmental justice and awareness of environmental issues, health impacts, and sustainable practices. These programs can empower communities to advocate for their rights and actively participate in the improvement process.

Equity Focus Groups

While Communities of Concern indicate which areas within the City need the greatest focus, the needs of these communities will vary depending upon their unique challenges. **Figure 4.4** through **Figure 4.9** display the locations of the various EJ communities used to determine the CoCs.

Figure 4.4 shows households without vehicles. This population group faces challenges related to transportation and mobility. Lack of personal vehicles restricts their ability to access essential services, such as healthcare, education, employment, and grocery stores. These households often rely on public transportation, shared mobility services, or walking and cycling.

The older adult population, shown in **Figure 4.5**, often faces challenges related to accessing essential services, such as healthcare, social support, and transportation. Providing equitable

access to these services is crucial for their quality of life. Many of the older population coexist with households without a vehicle.

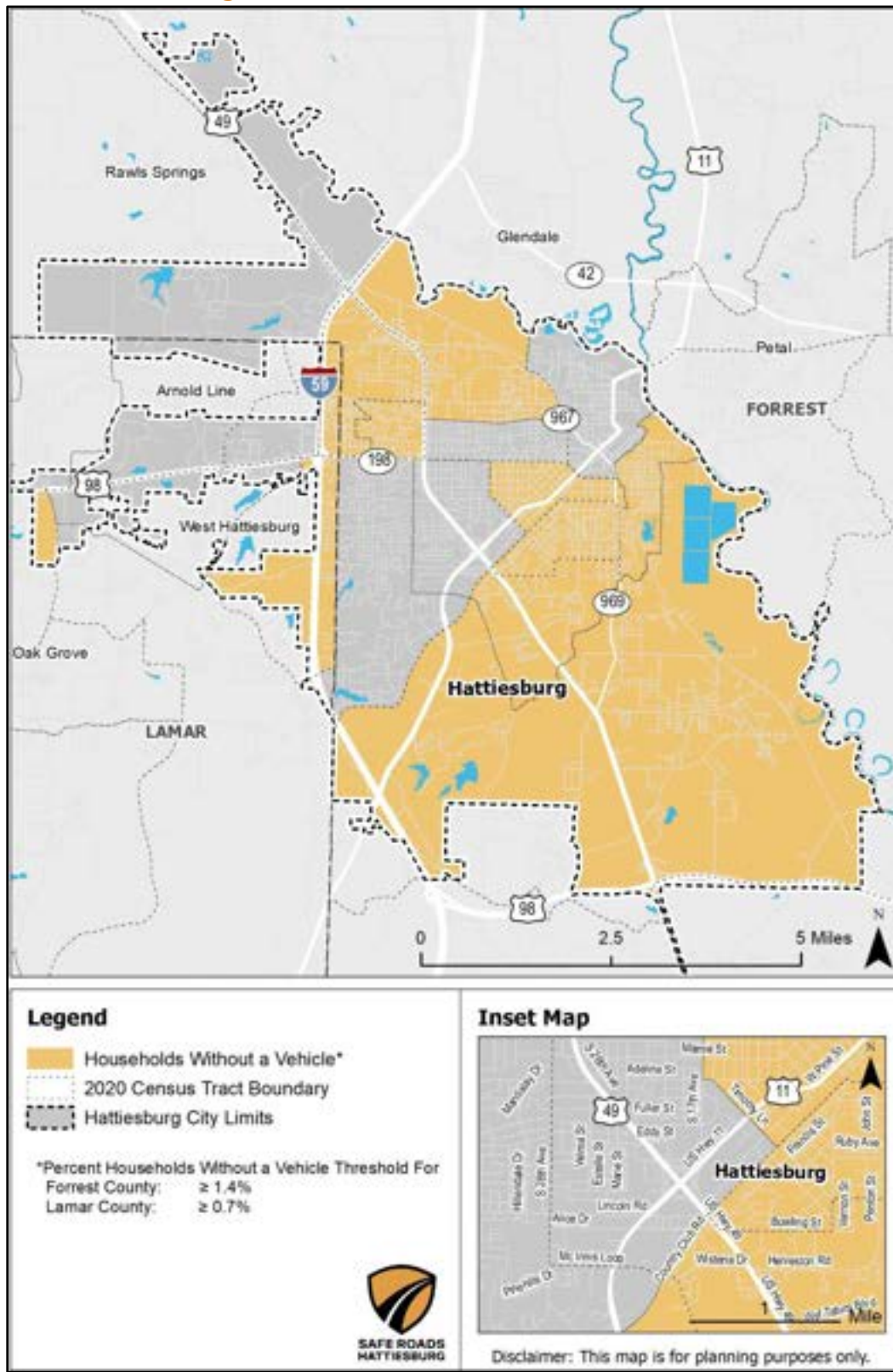
Hattiesburg's LEP population, shown in **Figure 4.6**, should have equal opportunities to enjoy and benefit from the City's offerings. Many of the LEP populations overlap with the minority and low-income groups.

Minority populations in Hattiesburg, displayed in **Figure 4.7**, face a disproportionate burden of environmental hazards in addition to racial discrimination. They may reside in areas with higher pollution levels, proximity to industrial sites, or inadequate access to clean air, water, and green spaces.

Transportation costs can be a significant burden for low-income households, particularly if they rely on private vehicles. Most employees within the City commute alone in a vehicle, while transit and non-motorized transportation use are limited. This trend affects the development of the transportation system and how low-income persons, shown in **Figure 4.8**, can access it.

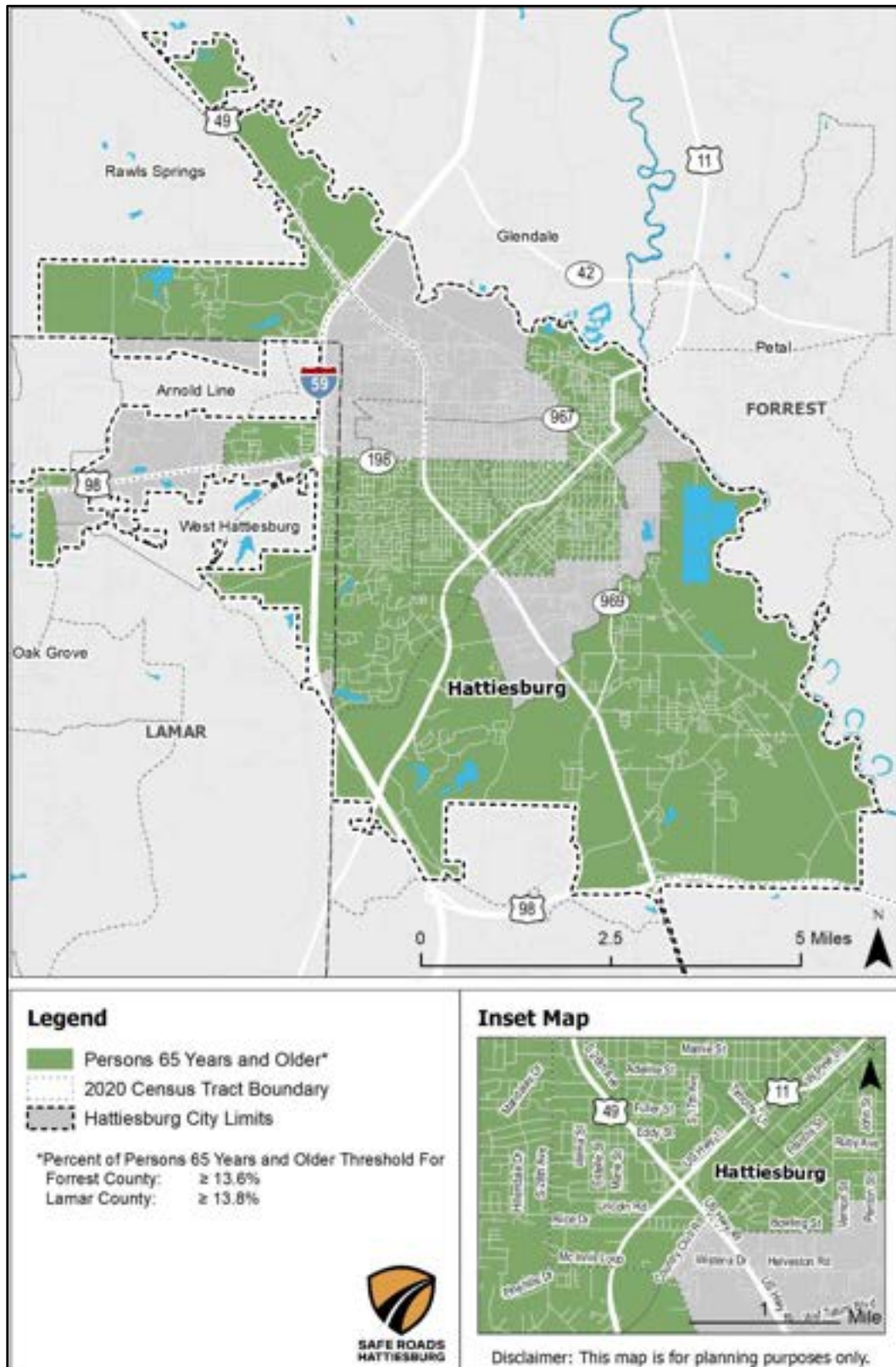
Accessible transportation options are vital for persons with disabilities, shown in **Figure 4.9**. The ability to use the transportation system provides access to education, employment, healthcare, and essential services.

Figure 4.4: Households Without a Vehicle



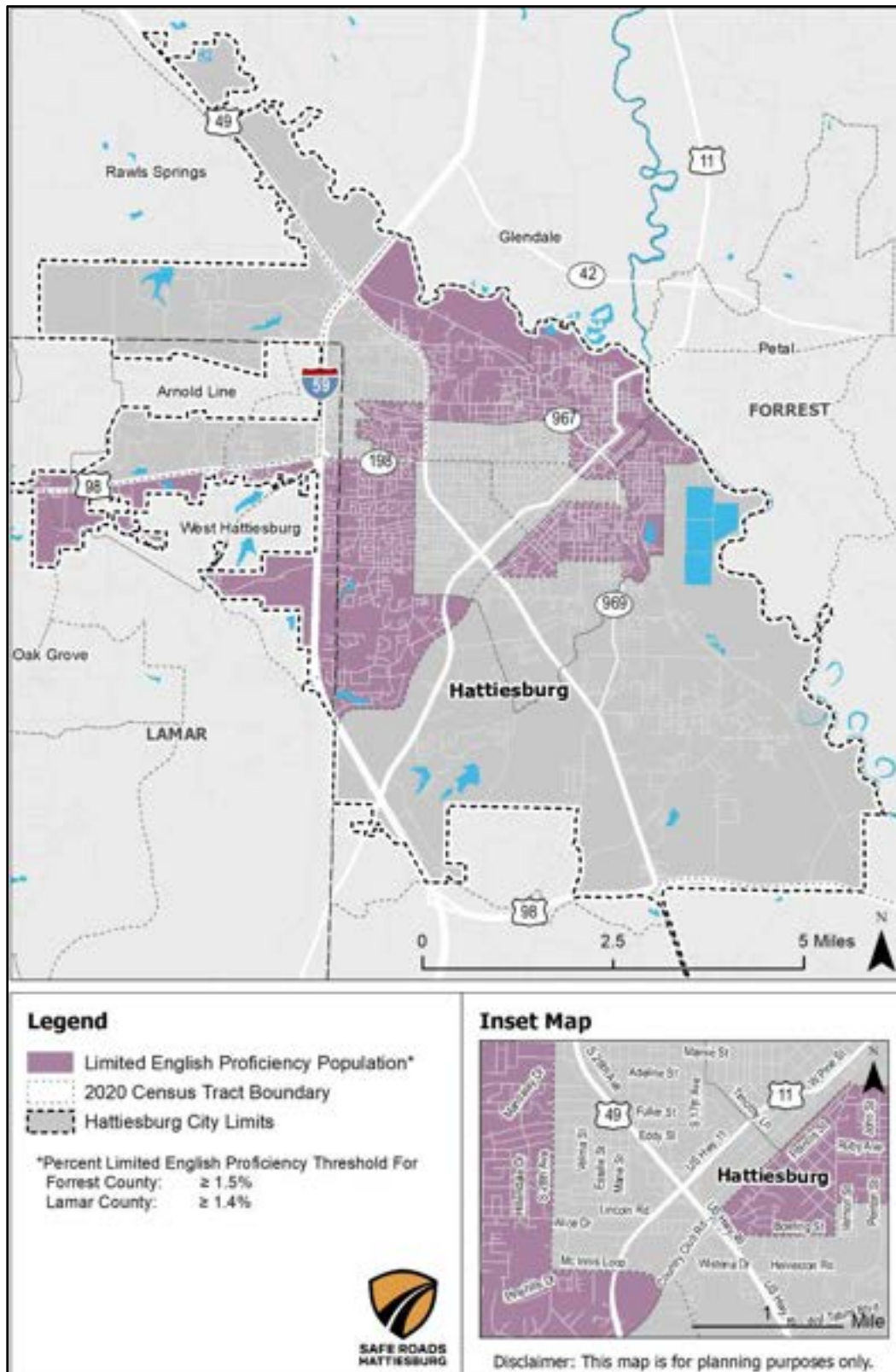
Source: Neel-Schaffer; ACS 2021 5-year Estimates Addressing Challenges for Communities of Concern

Figure 4.5: Population of 65 Years and Older



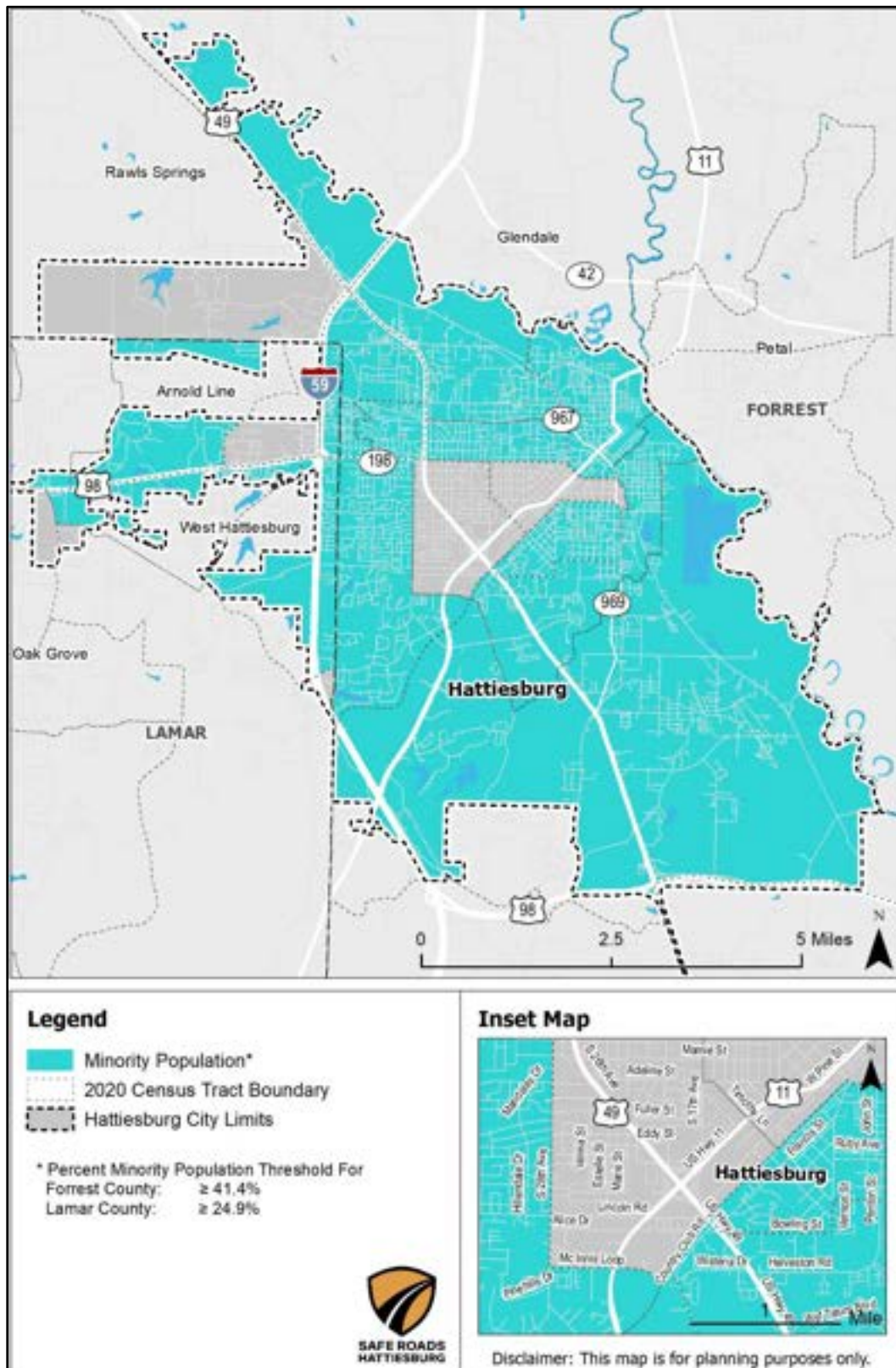
Source: Neel-Schaffer; ACS 2021 5-year Estimates Addressing Challenges for Communities of Concern

Figure 4.6: Limited English Proficiency Population



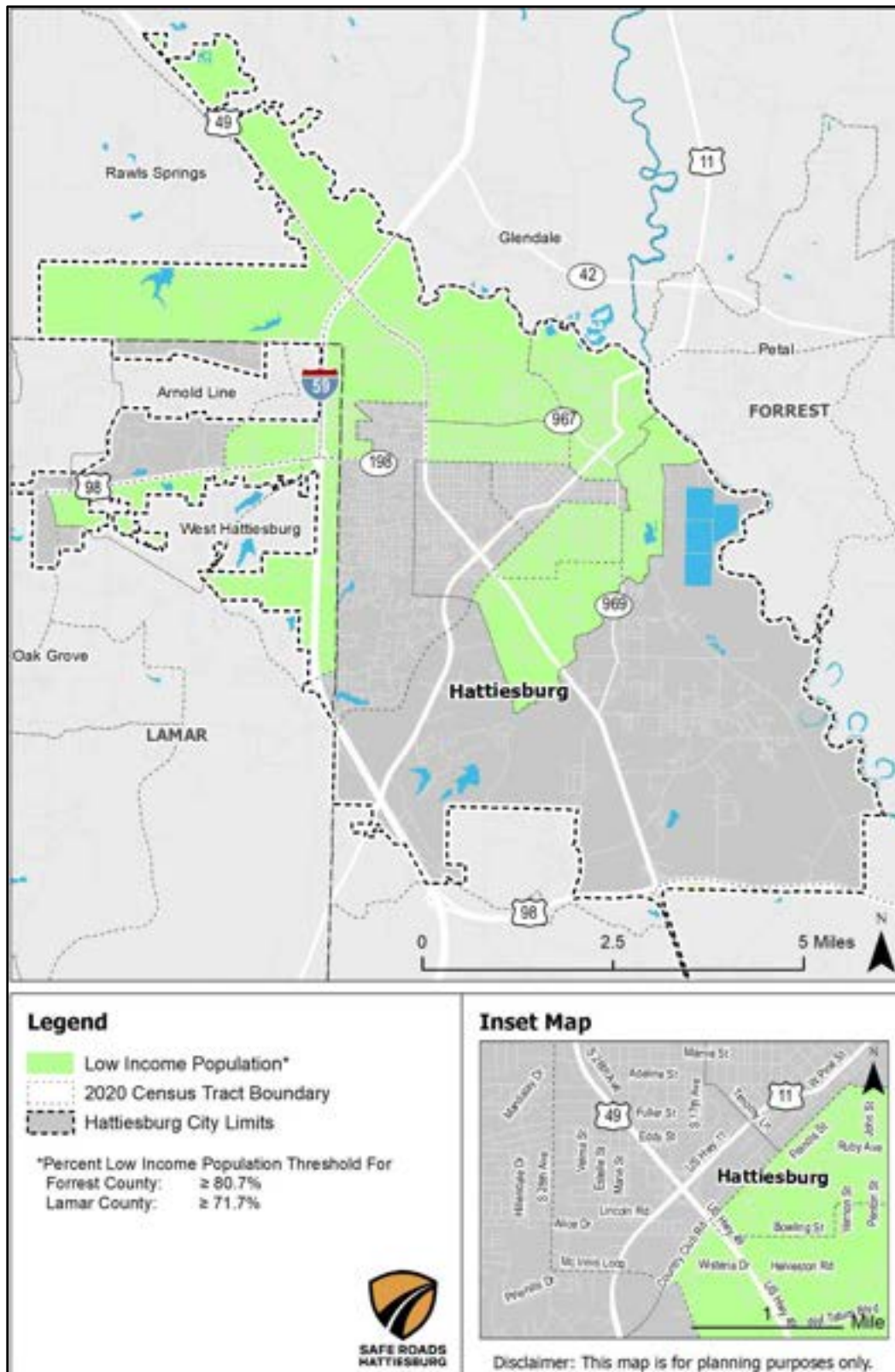
Source: Neel-Schaffer; ACS 2021 5-year Estimates Addressing Challenges for Communities of Concern

Figure 4.7: Minority Population Areas



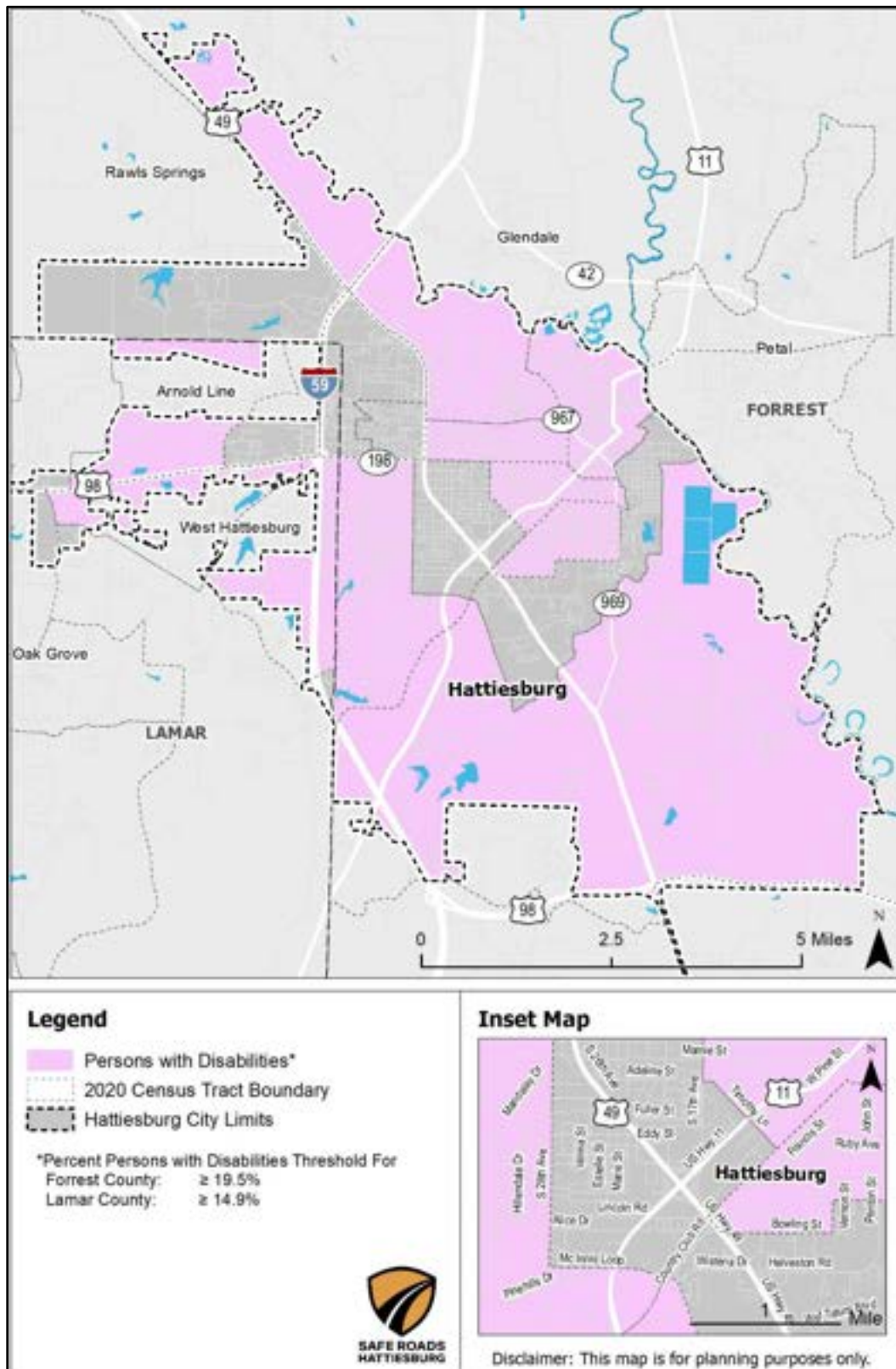
Source: Neel-Schaffer; ACS 2021 5-year Estimates Addressing Challenges for Communities of Concern

Figure 4.8: Low-Income Populations



Source: Neel-Schaffer; ACS 2021 5-year Estimates Addressing Challenges for Communities of Concern

Figure 4.9: Persons with Disabilities



Source: Neel-Schaffer; ACS 2021 5-year Estimates Addressing Challenges for Communities of Concern

4.4 Equity Analysis

As discussed in the previous sections, equity areas for the plan included TDCs, APPs, and CoCs. This data was used to assess equity concerns in the study area. These equity areas were also used during the project prioritization process which is discussed later in this plan. An analysis was conducted for each equity area in the study area to determine which areas experience a disproportionate number of specific crash types and/or severities when compared to the overall network. The results of the equity area analysis are displayed in **Figure 4.10**.

Figure 4.10: City of Hattiesburg Equity Area Crash Analysis

	Total Crashes	Percent of Crashes	Centerline Miles	Percent of Miles	Are Crashes Disproportionate?
Study Area	17,791	100.00%	458	100.00%	
TDC Areas	13,486	75.80%	340	74.09%	Yes
APP Areas	16,461	92.52%	388	84.66%	Yes
CoC Areas	14,331	80.55%	383	83.52%	No

	Fatal Crashes	Percent of Crashes	Centerline Miles	Percent of Miles	Are Crashes Disproportionate?
Study Area	55	100.00%	458	100.00%	
TDC Areas	45	81.82%	340	74.09%	Yes
APP Areas	48	87.27%	388	84.66%	Yes
CoC Areas	45	81.82%	383	83.52%	No

	Serious Injury Crashes	Percent of Crashes	Centerline Miles	Percent of Miles	Are Crashes Disproportionate?
Study Area	180	100.00%	458	100.00%	
TDC Areas	147	81.67%	340	74.09%	Yes
APP Areas	166	92.22%	388	84.66%	Yes
CoC Areas	153	85.00%	383	83.52%	Yes

	Motorized Crashes	Percent of Crashes	Centerline Miles	Percent of Miles	Are Crashes Disproportionate?
Study Area	17,621	100.00%	458	100.00%	
TDC Areas	13,361	75.82%	340	74.09%	Yes
APP Areas	16,298	92.49%	388	84.66%	Yes
CoC Areas	14,195	80.56%	383	83.52%	No

	Non-Motorized Crashes	Percent of Crashes	Centerline Miles	Percent of Miles	Are Crashes Disproportionate?
Study Area	170	100.00%	458	100.00%	
TDC Areas	125	73.53%	340	74.09%	No
APP Areas	163	95.88%	388	84.66%	Yes
CoC Areas	136	80.00%	383	83.52%	No

Note: Crashes are disproportionate if the percentage of total crashes that occur in an equity area exceeds the percent of roadway miles within the equity area compared to the total roadway network.

Source: MDOT, 2023; Replica, 2023

Total Crashes

Figure 4.10 illustrates that the TDCs and APPs within the Hattiesburg study area experience a disproportionate number of crashes when compared to the overall roadway network. The disproportionate number of total crashes in the equity areas can be attributed to a variety of factors, such as:

- Inadequate infrastructure, such as poorly maintained roads or insufficient traffic signage.
- Higher concentrations of vulnerable road users, such as pedestrians and cyclists, who are more susceptible to crashes due to limited access to safe transportation options.
- Socioeconomic factors, including limited access to quality transportation and higher levels of traffic congestion, can contribute to higher incidents of crashes in these communities.

Addressing these disparities requires a comprehensive approach that considers infrastructure improvements, access to safe transportation options, and community-specific safety initiatives.

Fatal Crashes

As shown in **Figure 4.10**, TDCs and APPs experienced a disproportionate number of fatal crashes within the City of Hattiesburg which can be attributed to the same factors that are shown in *Total Crashes* above. Additional factors include:

- Lack of safety features, such as clear signage or pedestrian crosswalks, which could contribute to a higher risk of crashes with serious injuries.
- A higher presence of pedestrians and cyclists who may experience increased risk of serious injury in a crash since they lack the protection provided by a vehicle.
- Economic factors that may limit residents' access to newer vehicles with updated safety technology that could decrease the risk of more serious outcomes in the event of a crash.

Serious Injury Crashes

As shown in **Figure 4.10**, all of the equity areas experience a disproportionate number of serious injury crashes which can be attributed to the same factors that are shown in *Fatal Crashes* above. To reduce serious injury crashes, a focused strategy that includes infrastructure upgrades, increased road maintenance, and the introduction of safety measures tailored to the needs of these communities would be beneficial. Educating

residents on road safety and promoting the use of safety features in vehicles could further help in reducing the rate of serious injury crashes.

Motorized Crashes

Figure 4.10 shows motorized crashes within the City of Hattiesburg that involve automobiles, buses, and trucks (heavy vehicles). The data reveals a disproportionate concentration of motorized crashes within TDCs and APPs. Factors that may contribute to these crashes include:

- Inadequate road infrastructure, including poorly maintained roads and insufficient traffic control measures.
- Socioeconomic factors, including limited access to quality transportation and higher levels of traffic congestion, which can contribute to a higher incidents of crashes in these communities.
- Lack of safety features, such as clear signage, which could contribute to a higher risk of crashes with serious injuries.

Addressing these crashes requires a multifaceted approach that encompasses infrastructure enhancements, improved access to safe transportation options, and the implementation of community-specific safety initiatives.

Non-Motorized Crashes

Shown in **Figure 4.10**, APPs experienced a disproportionate amount of non-motorized (bicycle and pedestrian) crashes within the city. Bicyclists and pedestrians are vulnerable users. Many residents within the equity areas use biking and walking as their primary modes of transportation. Factors that may contribute to non-motorized crashes include:

- Higher concentrations of vulnerable road users, such as pedestrians and cyclists, who are more susceptible to crashes due to limited access to safe transportation options.
- Inadequate or poorly maintained pedestrian and bicycle infrastructure, such as sidewalks, crosswalks, bicycle lanes, or trails.
- Socioeconomic factors that restrict access to quality transportation and heightened levels of non-motorized traffic that increase the likelihood of non-motorized crashes occurring.

Reducing non-motorized crashes requires a comprehensive approach that encompasses infrastructure enhancements, improved access to safe transportation options for non-motorized roadway users, and the implementation of community-specific safety initiatives tailored to the needs of pedestrians and cyclists.

Strategies and Needs

Strategies

- **Targeted Infrastructure Enhancements:** Identify and prioritize projects that improve transportation safety conditions in disproportionately affected equity areas. Additional emphasis should be placed on roadways that experience higher crash rates. Example improvements include the addition of safe bicycle and pedestrian infrastructure, wider roadway lanes, improved signage, and traffic calming measures.
- **Community Engagement and Education:** Implement community outreach programs to educate residents about safe driving practices and raise awareness about the risks associated with high crash rates. Engaging the community in the improvement process fosters a sense of ownership and responsibility.
- **Collaboration with Local Authorities:** Collaborate with local law enforcement agencies to enhance traffic enforcement and implement measures to deter reckless driving behaviors. Increased presence and enforcement can contribute to a safer driving environment.
- **Environmental Justice Impact Assessment:** Conduct in-depth environmental justice impact assessments in Communities of Concern to identify specific environmental vulnerabilities and integrate the findings into safety improvement strategies or prioritization during transportation planning efforts.

Needs for Improvement

- **Data Collection and Monitoring:** Establish a comprehensive data collection and monitoring system to continually assess crash rates, identify emerging patterns, and adapt improvement strategies.
- **Multi-Agency Collaboration:** Facilitate collaboration between transportation authorities, environmental agencies, and social services to address the multifaceted challenges posed by the elevated crash rates.
- **Public Transportation Options:** Invest in and promote public transportation options as an alternative to personal vehicle usage, reducing overall traffic volumes and crash risks.
- **Equitable Resource Allocation:** Allocate funding and resources for safety improvements in an equitable manner and prioritize areas with the highest needs, particularly areas characterized by environmental justice concerns, persistent poverty, and transportation disadvantaged communities.

5.0 Public Engagement

Public outreach and stakeholder input provided increased understanding of safety conditions and concerns within the City of Hattiesburg. This input was used along with the technical analysis discussed in Chapter 3 to develop potential safety projects and strategies for the Safety Action Plan.

5.1 Steering Committee

To guide development of the Safety Action Plan, a Steering Committee was formed of representatives from the City of Hattiesburg. This committee was composed of the following individuals:

- Toby Barker – Mayor
- Marybeth Bergin – City Engineer
- Ann Jones – Chief Administrative Officer
- Hunter White – Transportation/Engineering
- Captain Charles Johnson – Police Department
- Cory Long – Planning
- Tate Rutland – Communications
- John Austin Arender – Communications
- Betsy Mercier – Parks & Recreation

The Steering Committee met for a kickoff meeting and prior to each round of public engagement. During these meetings, they reviewed plan findings and provided input on local priorities and project selection. The Steering Committee is also responsible for plan implementation and monitoring.

5.2 Public and Stakeholder Outreach - Round 1

A summary of Round 1 community outreach activities is displayed in **Appendix B**.

5.3 Public and Stakeholder Outreach - Round 2

A summary of Round 2 community outreach activities is displayed in **Appendix C**.

5.4 Public and Stakeholder Outreach - Round 3

A summary of Round 3 community outreach activities is displayed in **Appendix D**.

6.0 Project Prioritization and Recommendations

6.1 Safe System Approach

The FHWA⁵ states that:

“Reaching zero deaths requires the implementation of a Safe System approach, which was founded on the principles that humans make mistakes and that human bodies have limited ability to tolerate crash impacts. In a Safe System, those mistakes should never lead to death. Applying the Safe System approach involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of a mistake low; and when a mistake leads to a crash, the impact on the human body doesn’t result in a fatality or serious injury. Road design and management should encourage safe speeds and manipulate appropriate crash angles to reduce injury severity.

There are six principles that form the basis of the Safe System approach:

- deaths and serious injuries are unacceptable,
- humans make mistakes,
- humans are vulnerable,
- responsibility is shared,
- safety is proactive, and
- redundancy is crucial.”



Source: FHWA

⁵ [Zero Deaths and Safe System | FHWA \(dot.gov\)](https://www.fhwa.dot.gov/safety/zero_deaths_safe_system/)

Safe System Elements

The FHWA defines five elements that comprise a Safe System Approach. These elements are:

- Safe Roads
- Safe People
- Safe Speeds
- Safe Vehicles
- Post-Crash Care

Figure 6.1 displays the FHWA's definition⁶ of each element and how the Safe System approach differs from traditional roadway safety practices.

Figure 6.1: Safe System Approach Elements



THE SAFE SYSTEM APPROACH VS. TRADITIONAL ROAD SAFETY PRACTICES

Traditional

- Prevent crashes →
- Improve human behavior →
- Control speeding →
- Individuals are responsible →
- React based on crash history →

Safe System

- Prevent deaths and serious injuries
- Design for human mistakes/limitations
- Reduce system kinetic energy
- Share responsibility
- Proactively identify and address risks

Whereas traditional road safety strives to modify human behavior and prevent all crashes, the Safe System approach also refocuses transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.

Source: FHWA

⁶ [THE SAFE SYSTEM \(dot.gov\)](https://www.fhwa.dot.gov/safety/safesystemapproach/)

6.2 Planned Local Infrastructure Projects

Project Development

A list of safety projects was developed for multiple modes of transportation. The list included:

- Projects requested through public outreach comments,
- Projects requested by the City of Hattiesburg,
- Projects identified based on the results of the crash analysis, and
- Projects identified in existing plans.

Estimating Project Costs

Order of magnitude cost estimates for proposed projects were estimated using average unit costs from various projects bid from 2022-2023. It should be noted that:

- Quantities are based on typical conditions for each improvement type.
- Costs associated with purchasing right-of-way, utility relocations, and engineering fees were estimated based on a percentage of the total construction cost.
- An additional contingency amount of 20 percent was added to the overall improvement cost to account for unexpected costs that arise with projects.

The typical cost estimates for various types of improvements are shown in **Table 6.1**.

6.3 Project Prioritization

Safety projects were prioritized by a variety of factors. **Table 6.2** shows the criteria and weights that were utilized to prioritize the identified projects. This methodology is intended to support the previously stated goals and objectives and was developed using input received during Round 1 of public outreach. The proposed projects developed for the Safety Action Plan, with estimated costs, are shown in **Table 6.3**. The full scores of the project prioritization process are displayed in **Appendix E**.

Table 6.1: Typical Project Costs

Improvement Type	Unit	Unit Cost
Single Lane RAB*	Each	\$2,900,000
Left Turn Lane*	Each	\$665,000
Right Turn Lane*	Each	\$225,000
Rumble Strip (Centerline)	Mile	\$2,100
Rumble Strip (Shoulder)	Mile	\$1,125
Cable Barrier	Ln-Ft	\$450
Cable Barrier	Mile	\$2,376,000
Advance Warning Signs	Sq. Ft	\$40
Advance Warning Signs	Each	\$350
5' Sidewalk (Concrete)	Mile	\$450,000
5' Sidewalk (Asphalt)	Mile	\$250,000
10' Multiuse Path (Concrete)	Mile	\$900,000
10' Multiuse Path (Asphalt)	Mile	\$500,000
Bike Lane (Striping Only)	Mile	\$80,000
Bike Lane (New Pavement - Concrete)*	Mile	\$1,000,000
Bike Lane (New Pavement - Asphalt)*	Mile	\$950,000
12' Lane (Concrete)*	Mile	\$4,600,000
12' Lane (Asphalt)*	Mile	\$3,100,000
Pavement Patching	Sq. Yd	\$185
Pavement Markings	Ln-Ft	\$8
8' Shoulder (Asphalt)*	Mile	\$2,100,000
8' Shoulder (Concrete)*	Mile	\$3,100,000
CrossWalk (Striping)	Each	\$1,500
Raised Median	Sq. Yd	\$215
Traffic Signal (Re-Timing)	Intersection	\$5,000
Traffic Signal Installation	Intersection	\$200,000
Intersection Lighting	Each	\$25,000
ADA Curb Ramp	Each	\$5,000
2" Asphalt Milling/Overlay - 2 Lane Road	Mile	\$590,000
ITS	Each	\$250,000
Signal Backplates	Each	\$800
3-section signal head	Each	\$2,500
4-section signal head	Each	\$4,000
RCUT	Each	\$500,000
Pedestrian signal head with push button	Each	\$7,000
Pedestrian signal pole	Each	\$18,000

City of Hattiesburg, MS

Safety Action Plan

Improvement Type	Unit	Unit Cost
Pedestrian Hybrid Beacon	Each	\$100,000
RRFB	Each	\$20,000
Study	Each	\$50,000
Raised Crosswalk	Each	\$10,000
Stop Sign	Each	\$200
Sight Distance	Each	\$10,000
Driveway Relocation	Each	\$5,000
Bus Stop	Each	\$20,000
RIRO	Each	\$10,000
Intersection Widening	Each	\$1,500,000
* includes engineering, ROW, and utility relocation		

Source: Neel-Schaffer

Table 6.2: Project Prioritization Criteria

Criterion	Rationale	Measure	Scoring Scale (Points Possible)				
			0	5	10	15	
Crash Severity	Prioritize projects that will address fatalities and serious injuries.	Total number of fatal and serious injuries over a 5-year period.	No fatal or serious injury crashes	1 or 2 serious injury crashes	1 fatal crash OR 3 fatal and serious injury crashes	2 fatal crashes OR 4 fatal and serious injury crashes	3 or more fatal crashes OR 5 or more fatal and serious injury crashes
Multimodal	Prioritize projects that address safety concerns involving more than one mode of travel.	Total number of non-motorized fatal and serious injuries over a 5-year period.	No fatal or serious injury non-motorized crashes	N/A	1 serious injury non-motorized crash	2 or More serious injury non-motorized crashes	1 or More fatal non-motorized crashes
Focus Areas	Prioritize projects that will address high crash frequency locations.	Annual crash frequency.	Fewer than 5 annual crashes	5>= annual crashes <20	20>= annual crashes <40	40 or more annual crashes	
Equity	Prioritize projects that benefit disadvantaged communities.	Project is located in an Equity Area type, defined TDC, APP, or CoC*	Project is not in any Equity Area type	Project is in a single Equity Area type	Project is in two Equity Area types	Project is in all three Equity Area types	
			*An additional 5 points, not to exceed the maximum, are awarded if the project is located in an Equity Area type that experiences disproportionate crashes compared to the respective network length				
Infrastructure	Prioritize projects that affect concerns regarding infrastructure.	Project has potential to address the ranked infrastructure concerns expressed during public outreach.	Project does not address higher tier infrastructure concerns.	Project improves roadway lighting OR increases law enforcement presence OR adds system connectivity	Project redesigns roadways OR improves intersections OR adds pedestrian infrastructure		
Existing Plans	Prioritize projects that support existing plans or policies.	Project is in an existing plan or policy document.	Project is not in an existing plan or policy document	Project is in an existing plan or policy document	Project is in two or more existing plans or policy documents		
Public Concerns	Prioritize projects that the general public has proposed.	Project was derived from, or seconded by, public input.	Project not derived from public input.	Project derived from public input.	Project came from general public AND is on a Top 10 Focus Area.		

Source: Neel-Schaffer

Table 6.3: Project Locations and Prioritization Results

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
S-CP-03	Segment - City Project	Public Outreach	US 49	Campbell Loop	Stockyard Road/Ryner Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	9.00	\$6,392,067	Long-term	Low	90
S-CP-05	Segment - City Project	Public Outreach	US 49	Mixon Road	US 11	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	11.40	\$2,070,600	Long-term	Low	90
S-CP-01	Segment - City Project	Public Outreach	I-59	US 98 (Exit 59)	Bouie River	1. Improve lighting 2. Improve ITS	30.57	\$275,000	Medium-term	Low	85
I-BP-03	Intersection - Bike/Ped	Technical and Public	North 38th Avenue	Newhaven Road	--	1. Pedestrian facility improvements	--	\$11,500	Long-term	Low	80
S-O-02	Segment - Overall	Technical and Public	I-59 Southbound/US 98 Eastbound	US 98 Eastbound/Hardy Street On-Ramp	Lamar/Forrest County Line	1. Improve lighting 2. Improve ITS	3.31	\$275,000	Medium-term	Low	70
S-O-08	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	US 98 Westbound/Hardy Street Off-Ramp	Hardy Street On-Ramp	1. Improve lighting 2. Improve ITS	0.87	\$275,000	Medium-term	Low	70
S-BP-07	Segment- Bike/Ped	Technical and Public	I-59 Northbound/US 98 Westbound	US 98 Westbound/Hardy Street Off-Ramp	Hardy Street On-Ramp	1. Improve lighting 2. Improve ITS	0.87	\$275,000	Medium-term	Low	70
I-O-07	Intersection - Overall	Technical and Public	MS 198 (Hardy Street)	31st Avenue	--	1. Crosswalk improvements between 2021 and 2022 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$29,000	Medium-term	Medium	70
I-O-09	Intersection - Overall	Technical Analysis	US 49 at MS 198 (Hardy Street)	MS 198 (Hardy Street)	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	70
I-BP-01	Intersection - Bike/Ped	Technical and Public	MS 198 (Hardy Street)	31st Avenue	--	1. Crosswalk improvements between 2021 and 2022 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$29,000	Medium-term	Medium	70
I-BP-09	Intersection - Bike/Ped	Technical Analysis	US 49	MS 198 (Hardy Street)	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	70

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
S-CP-02	Segment - City Project	Public Outreach	US 98 (Hardy Street)	King Road/Old Highway 11	Westover Drive	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	6.77	\$5,310,900	Long-term	Low	70
I-CP-02	Intersection - City Project	Public Outreach	Hardy Street	38th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improvements at Bus Stop in front of Wells Fargo	--	\$190,000	Long-term	Medium-Low	70
I-CP-03	Intersection - City Project	Public Outreach	Hardy Street	31st Avenue	--	1. Crosswalk improvements between 2021 and 2022 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$29,000	Medium-term	Medium	70
S-O-07	Segment - Overall	Technical and Public	US 49	Central School Road	Pearl River Boulevard	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.54	\$530,600	Long-term	Medium-Low	65
S-BP-02	Segment- Bike/Ped	Technical and Public	US 49 Northbound/MS 42 Westbound	Irby Road	Ryner Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.92	\$2,361,667	Long-term	Low	65
S-BP-05	Segment- Bike/Ped	Technical and Public	I-59 Southbound/US 98 Eastbound	US 98 Eastbound/Hardy Street On-Ramp	Lamar/Forrest County Line	1. Improve lighting 2. Improve ITS	3.31	\$275,000	Medium-term	Low	65
I-O-10	Intersection - Overall	Technical Analysis	US 98 (Hardy Street) at Weathersby Road	Weathersby Road	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	65

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
I-CP-01	Intersection - City Project	Public Outreach	Hardy Street	40th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improve intersection lighting	--	\$118,300	Long-term	Medium-High	65
I-CP-10	Intersection - City Project	Public Outreach	Campbell Drive	Gunnison Drive	--	1. Install intersection warning signage on Campbell Drive	--	\$1,400	Short-term	Low	65
S-O-03	Segment - Overall	Technical and Public	US 49 Northbound	Old US 98 E	R C Thomas Road	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.10	\$1,275,000	Long-term	Low	60
S-O-04	Segment - Overall	Technical and Public	US 49 Northbound/MS 42 Westbound	Old Rawls Springs Road	Rawls Springs Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.91	\$1,861,667	Long-term	Low	60
S-O-05	Segment - Overall	Technical and Public	US 49/MS 42	Classic Drive	Rawls Springs Loop Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.43	\$1,872,867	Long-term	Low	60
S-O-10	Segment - Overall	Technical and Public	I-59 Southbound/US 98 Eastbound	US 11 On-Ramp	US 98 Eastbound Off-Ramp	1. Improve lighting 2. Improve ITS	0.83	\$275,000	Medium-term	Low	60
S-O-15	Segment - Overall	Technical and Public	US 49 Northbound/MS 42 Westbound	Irby Road	Ryner Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.92	\$2,361,667	Long-term	Low	60
S-BP-06	Segment-Bike/Ped	Technical and Public	US 49	Central School Road	Pearl River Boulevard	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.54	\$530,600	Long-term	Medium-Low	60

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
S-BP-08	Segment-Bike/Ped	Technical and Public	I-59 Southbound/US 98 Eastbound	US 11 On-Ramp	US 98 Eastbound Off-Ramp	1. Improve lighting 2. Improve ITS	0.83	\$275,000	Medium-term	Low	60
I-O-01	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Cross Creek Parkway	--	1. Safety Study	--	\$50,000	Short-term	Low	60
I-O-20	Intersection - Overall	Technical and Public	Campbell Drive at Gunnison Drive	Gunnison Drive	--	1. Install intersection warning signage on Campbell Drive	--	\$1,400	Short-term	Low	60
I-O-23	Intersection - Overall	Technical and Public	MS 198 (Hardy Street)	North 38th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improvements at Bus Stop in front of Wells Fargo	--	\$190,000	Long-term	Medium-Low	60
I-BP-05	Intersection - Bike/Ped	Technical and Public	Hardy Street	North 19th Avenue	--	1. Add crosswalk along North 19th Avenue, improve sidewalk curbs 2. Add midblock crosswalk with hybrid beacon or RRFB	--	\$111,500	Long-term	Medium-Low	60
I-BP-08	Intersection - Bike/Ped	Technical Analysis	US 49	O'Ferral Street	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	60
I-CP-04	Intersection - City Project	Public Outreach	Hardy Street	North 19th Avenue	--	1. Add crosswalk along North 19th Avenue, improve sidewalk curbs 2. Add midblock crosswalk with hybrid beacon or RRFB	--	\$111,500	Long-term	Medium-Low	60
S-O-01	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	Lamar/Forrest County Line	US 98 Westbound/Hardy Street Off-Ramp	1. Improve lighting 2. Improve ITS	3.03	\$25,000	Medium-term	Low	55
S-BP-01	Segment-Bike/Ped	Technical and Public	West 4th Street	Golden Eagle Avenue	Eagle Walk	1. Convert midblock crossing signals to RRFB or Hybrid Beacons 2. Install crosswalks and pedestrian signals for West 4th Street at Golden Eagle Avenue 3. Add retroreflective signal backplates for West 4th Street at Golden Eagle Avenue 4. Change 5-section left turn signal heads to 4-section FYA signal heads for West 4th Street at Golden Eagle Avenue	0.25	\$270,000	Long-term	Medium-Low	55

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
S-BP-03	Segment-Bike/Ped	Technical and Public	US 11/Broadway Drive	Baggett Street	Alice Drive	1. Install sidewalks	0.10	\$171,000	Long-term	Low	55
S-BP-09	Segment-Bike/Ped	Technical and Public	US 49 Southbound/MS 42 Eastbound	Rawls Springs Road	Old Rawls Springs Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.47	\$1,861,667	Long-term	Low	55
S-BP-10	Segment-Bike/Ped	Technical and Public	James Street	South Tipton Street	Alcorn Avenue	1. Install sidewalks	0.30	\$270,000	Long-term	Low	55
I-O-05	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Westover Drive	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	55
I-O-21	Intersection - Overall	Technical and Public	MS 198 (Hardy Street) at 40th Avenue	40th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improve intersection lighting	--	\$98,300	Long-term	Medium-Low	55
I-BP-10	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Coca Cola Street	--	1. Safety Study	--	\$50,000	Short-term	Low	55
S-CP-06	Segment - City Project	Public Outreach	US 11 (Broadway Drive)	Baggett Street	Alice Drive/Byron Street	1. Install sidewalks	1.09	\$981,000	Long-term	Low	55
S-CP-09	Segment - City Project	Public Outreach	West 4th Street	Golden Eagle Avenue	Eagle Walk	1. Convert midblock crossing signals to RRFB or Hybrid Beacons 2. Install crosswalks and pedestrian signals for West 4th Street at Golden Eagle Avenue 3. Add retroreflective signal backplates for West 4th Street at Golden Eagle Avenue 4. Change 5-section left turn signal heads to 4-section FYA signal heads for West 4th Street at Golden Eagle Avenue	0.25	\$270,000	Long-term	Medium-Low	55
S-CP-10	Segment - City Project	Public Outreach	James Street	Alcorn Avenue	Tipton Street	1. Install sidewalks	0.30	\$270,000	Long-term	Low	55
S-O-06	Segment - Overall	Technical and Public	I-59 Southbound/MS 42 Westbound	Hattiesburg City Limits (Bouie River)	US 49 Northbound/MS 42 Westbound Off-Ramp	1. Improve lighting 2. Improve ITS	1.56	\$275,000	Medium-term	Medium	50

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
S-O-09	Segment - Overall	Technical and Public	US 98 Westbound/Hardy Street	Lakewood Drive	Cross Creek Parkway	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	0.27	\$886,400	Long-term	Medium-Low	50
S-O-13	Segment - Overall	Technical and Public	West 4th Street	Golden Eagle Avenue	Eagle Walk	1. Convert midblock crossing signals to RRFB or Hybrid Beacons 2. Install crosswalks and pedestrian signals for West 4th Street at Golden Eagle Avenue 3. Add retroreflective signal backplates for West 4th Street at Golden Eagle Avenue 4. Change 5-section left turn signal heads to 4-section FYA signal heads for West 4th Street at Golden Eagle Avenue	0.25	\$270,000	Long-term	Medium-Low	50
S-O-14	Segment - Overall	Technical and Public	US 49 Southbound/MS 42 Eastbound	Rawls Springs Road	Old Rawls Springs Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.47	\$1,861,667	Long-term	Low	50
S-O-18	Segment - Overall	Technical and Public	James Street	South Tipton Street	Alcorn Avenue	1. Install sidewalks	0.30	\$270,000	Long-term	Low	50
S-O-19	Segment - Overall	Technical and Public	US 11/Broadway Drive	Baggett Street	Alice Drive	1. Install sidewalks	0.10	\$90,000	Long-term	Low	50
S-BP-04	Segment - Bike/Ped	Technical and Public	Pearl Street	North 31st Street	Montague Boulevard	1. Install warning signs and raised crosswalks	0.19	\$154,200	Medium-term	Medium-Low	50
I-O-02	Intersection - Overall	Technical Analysis	US 49	O'Ferral Street	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	50
I-O-04	Intersection - Overall	Technical and Public	US 49	East Drive	--	1. Convert to RCUT	--	\$500,000	Long-term	Low	50
I-BP-02	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Weathersby Road	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	50

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
S-CP-08	Segment - City Project	Public Outreach	Golden Eagle Avenue	North 31st Avenue	Montague Boulevard	1. Install warning signs and raised crosswalks	0.19	\$154,200	Medium-term	Medium-Low	50
I-CP-05	Intersection - City Project	Public Outreach	US 49	East Drive	--	1. Convert to RCUT	--	\$500,000	Long-term	Low	50
S-O-12	Segment - Overall	Technical and Public	I-59 Southbound/US 98 Eastbound	Forrest/Lamar County Line	US 11 Off-Ramp	1. Improve lighting 2. Improve ITS	4.32	\$275,000	Medium-term	Medium-Low	45
S-O-25	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	US 11 On-Ramp	Forrest/Lamar County Line	1. Improve lighting 2. Improve ITS	3.53	\$275,000	Medium-term	Medium	45
I-O-17	Intersection - Overall	Technical and Public	Hall Avenue	Ronie Street	--	1. Bicycle facility improvements 2. Install lighting 3. Improve sight distance 4. Add second stop signs on Ronie Street	--	\$43,400	Long-term	Low	45
S-CP-07	Segment - City Project	Public Outreach	Cross Creek Parkway	US 98 (Hardy Street)	West 4th Street	1. Install lighting	0.19	\$25,000	Medium-term	Low	45
I-CP-06	Intersection - City Project	Public Outreach	US 98	WL Runnels Industrial Drive	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Medium-Low	45
I-CP-08	Intersection - City Project	Public Outreach	US 11	Sullivan Kilrain Road	--	1. Signal installed in 2022; add retroreflective signal backplates 2. Install roundabout 3. Install intersection lighting	--	\$2,933,000	Long-term	Medium-Low	45
I-CP-09	Intersection - City Project	Public Outreach	US 11 (Veterans Memorial Drive/Broadway Drive)	South 28th Avenue Extension/WSF Tatum Drive	--	1. Install offset left turn lanes and right turn lanes on US 11; extend turn lanes 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$2,259,000	Long-term	Medium	45
I-CP-11	Intersection - City Project	Public Outreach	North 38th Avenue	New Haven Drive	--	1. Pedestrian facility improvements	--	\$11,500	Long-term	Low	45
I-CP-12	Intersection - City Project	Public Outreach	Hall Avenue	Ronie Street	--	1. Bicycle facility improvements 2. Install lighting 3. Improve sight distance 4. Add second stop signs on Ronie Street	--	\$43,400	Long-term	Low	45

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
S-O-11	Segment - Overall	Technical and Public	US 98 Eastbound/Hardy Street	Lamar Boulevard	Lake Forgetful	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	0.29	\$690,800	Long-term	Low	40
S-O-16	Segment - Overall	Technical and Public	US 49 Northbound	Mixon Road	Roy Tucker Road	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.40	\$525,000	Long-term	Low	40
S-O-17	Segment - Overall	Technical and Public	US 49 Southbound	US 11 Southbound On-Ramp	US 11 Northbound Off-Ramp	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.08	\$25,000	Long-term	Low	40
S-O-21	Segment - Overall	Technical and Public	US 98 Westbound/Hardy Street	Cross Creek Parkway	Lake Forgetful	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	0.31	\$884,800	Long-term	Medium	40
S-O-22	Segment - Overall	Technical and Public	I-59 Northbound/MS 42 Eastbound	US 49 Northbound On-Ramp	Hattiesburg City Limits (Bouie River)	1. Improve lighting 2. Improve ITS	1.45	\$275,000	Medium-term	Medium-Low	40
S-O-24	Segment - Overall	Technical and Public	US 49 Southbound	0.1 miles north of Elks Lake Road	Elks Lake Road	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.09	\$33,000	Long-term	Low	40
I-O-03	Intersection - Overall	Technical Analysis	US 49	J M Tatum Industrial Drive	--	1. Safety Study	--	\$50,000	Short-term	Low	40

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
I-O-06	Intersection - Overall	Technical Analysis	US 49/MS 42	Classic Drive	--	1. Safety Study	--	\$50,000	Short-term	Low	40
I-O-11	Intersection - Overall	Technical and Public	US 11 (Veterans Memorial Drive/Broadway Drive) at South 28th Avenue/W.S.F. Tatum Boulevard	South 28th Avenue/W.S.F. Tatum Boulevard	--	1. Install offset left turn lanes and right turn lanes on US 11; extend turn lanes 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$1,359,000	Long-term	Medium	40
I-O-13	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Coca Cola Street	--	1. Safety Study	--	\$50,000	Short-term	Low	40
I-O-15	Intersection - Overall	Technical and Public	US 11	Sullivan Kilrain Road	--	1. Signal installed in 2022; add retroreflective signal backplates 2. Install roundabout 3. Install intersection lighting	--	\$2,933,000	Long-term	Medium-Low	40
I-O-16	Intersection - Overall	Technical and Public	US 98 at W L Runnels Industrial Drive	W L Runnels Industrial Drive	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Medium-Low	40
I-BP-07	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Cross Creek Parkway	--	1. Safety Study	--	\$50,000	Short-term	Low	40
S-CP-04	Segment - City Project	Public Outreach	US 49	Hardy Street	O'Ferrall Street	1. Intersection capacity study 2. Add retroreflective signal backplates 3. Improve lighting	0.25	\$85,400	Medium-term	Low	40
I-CP-07	Intersection - City Project	Public Outreach	US 98	Northgate Road	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Low	40
I-CP-14	Intersection - City Project	Public Outreach	Hardy Street	25th Avenue	--	1. Right In Right Out	--	\$20,000	Medium-term	Medium-High	40
S-O-20	Segment - Overall	Technical and Public	Cross Creek Parkway Southbound	0.1 miles north of US 98/Hardy Street	0.3 miles north of US 98/Hardy Street	1. Install lighting	0.18	\$25,000	Medium-term	Medium	35
S-O-23	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	US 98 Westbound On-Ramp	US 11 Off-Ramp	1. Improve lighting 2. Improve ITS	1.12	\$275,000	Medium-term	Medium	35
I-O-08	Intersection - Overall	Technical Analysis	US 49	Campbell Loop/Convention Center	--	1. Safety Study	--	\$50,000	Short-term	Low	35

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
I-O-12	Intersection - Overall	Technical Analysis	US 49/MS 42	Peps Point Road	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	35
I-O-18	Intersection - Overall	Technical and Public	US 98	North Gate Road	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Low	35
I-O-19	Intersection - Overall	Technical Analysis	US 49	Central School Road	--	1. Safety Study	--	\$50,000	Short-term	Low	35
I-O-22	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	King Road/Old Highway 11	--	1. Safety Study	--	\$50,000	Short-term	Medium	35
I-O-25	Intersection - Overall	Technical Analysis	US 49	Wisteria Drive/William Carey Parkway	--	1. Safety Study	--	\$50,000	Short-term	Medium	35
I-BP-04	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Westover Drive	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	35
I-BP-06	Intersection - Bike/Ped	Technical Analysis	US 49	Sullivan Drive/Carter Pitt Road	--	1. Safety Study	--	\$50,000	Short-term	Low	35
I-CP-16	Intersection - City Project	Public Outreach	28th Avenue	Lincoln Road	--	1. Intersection improvements	--	\$1,500,000	Long-term	Medium-High	35
I-CP-21	Intersection - City Project	Public Outreach	7th Street	Service Road	--	1. Stripe crosswalk 2. Convert to Roundabout or All-Way Stop	--	\$2,906,000	Long-term	Medium	35
I-O-14	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Gravel Pit Road	--	1. Safety Study	--	\$50,000	Short-term	Low	30
I-O-24	Intersection - Overall	Technical Analysis	US 49	West Pine Street	--	1. Safety Study	--	\$50,000	Short-term	Medium	30
S-CP-11	Segment - City Project	Public Outreach	US 11	US 49	Lincoln Road	1. Landscaped Island - access management	0.45	\$344,000	Long-term	Medium	30
S-CP-12	Segment - City Project	Public Outreach	Mamie Street	23rd Avenue	24th Avenue	1. Sidewalks	0.07	\$630,000	Long-term	Medium	30
I-CP-13	Intersection - City Project	Public Outreach	East Hardy Street	Williams Street	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	30
I-CP-17	Intersection - City Project	Public Outreach	Adeline Street	8th Avenue	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	30

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score
I-CP-18	Intersection - City Project	Public Outreach	Adeline Street	Florence Street	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	30
I-CP-19	Intersection - City Project	Public Outreach	6th Avenue	Corinne Street	--	1. Roundabout 2. Relocate residential driveway in NE corner	--	\$2,905,000	Long-term	Medium	30
I-CP-20	Intersection - City Project	Public Outreach	WSF Tatum Drive	Bonhomie Road	--	1. Add retroreflective backplates 2. Realign channelized right turn lanes	--	\$929,000	Long-term	Medium	30
I-CP-15	Intersection - City Project	Public Outreach	28th Avenue	Richburg Road	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	25

Source: Neel-Schaffer

*Improvements shown in this table are recommended countermeasures based on planning level technical analysis. This plan recommends final selection of countermeasures and reasonable project limits during implementation phase.

- Short-Term projects can be implemented and completed within a 5-year timeframe.
- Medium-Term projects can be implemented and completed within a 5-year timeframe but may include elements that require more time to implement, monitor, or enforce.
- Long-Term projects take greater than 5 years to implement or require a long timeframe of monitoring or enforcement.

6.4 Countermeasure Toolbox

Table 6.4 displays a toolbox of countermeasures that can be used to improve safety within the City of Hattiesburg. A safety study should be conducted at each location to determine which countermeasures are appropriate for the type and severity of crashes experienced at that location. Some countermeasures may be a good choice for one site yet be inappropriate for another site. At times, multiple countermeasures may be necessary. Countermeasures displayed in ***bold italics*** benefit vulnerable users and equity populations.

Table 6.4: Crash Countermeasure Toolbox

Safety Concern	Countermeasure	Pros	Cons
Speeding	<i>Select appropriate speed limits</i>	• Low cost • Crash severity reduction • Safer for all roadway users • Traffic calming	• Opposition from regular roadway users • Excess violations issued if not implemented properly
	Install speed cameras	• Significant reduction in crashes and severities • Increased driver attentiveness	• Opposition from regular roadway users • Additional monitoring and enforcement required • Improved behavior only where enforcement exists
	Implement variable speed limits	• Significant reduction in all crashes and severities • Allows drivers to react to ongoing situations • Assists in maintaining speed and flow during congestion periods, incidents, work zones, and inclement weather	• Driver confusion caused by inconsistent speeds • Additional monitoring, equipment, and maintenance required
Improve vulnerable roadway user (bicyclist and pedestrian) safety	<i>Add bicycle lanes</i>	• Reduced bicycle related crashes	• Additional right-of-way required
	<i>Implement crosswalk visibility enhancements</i>	• Increased pedestrian safety • Pedestrians cross at designated locations	• Not ideal on high-speed roadways (greater than 45 MPH) • Costly lighting options

City of Hattiesburg, MS

Safety Action Plan

Safety Concern	Countermeasure	Pros	Cons
Improve vulnerable roadway user (bicyclist and pedestrian safety)	<i>Retime signals to provide a leading pedestrian interval</i>	• <i>Low cost</i> • <i>Increased likelihood of motorists yielding to pedestrians</i> • <i>Enhanced safety for pedestrians with disabilities</i>	• <i>Additional delays for vehicles</i>
	<i>Add medians and pedestrian refuge islands</i>	• <i>Safer pedestrian crossings</i>	• <i>Increased median width (must be at least four feet wide)</i> • <i>Hard to implement at intersections</i>
	<i>Install pedestrian hybrid beacons</i>	• <i>Safer pedestrian crossing option on high-volume, high-speed roadways</i>	• <i>Costly</i> • <i>Additional delays/stops for vehicles</i>
	<i>Install Rectangular Rapid Flashing Beacons (RRFB)</i>	• <i>Safer pedestrian crossing</i> • <i>Motorists yield to pedestrians</i> • <i>Cheaper than traffic signals</i>	• <i>Not recommended for higher speed roadways (>45 MPH)</i>
	<i>Road Diets</i>	• <i>Low cost</i> • <i>Reduction in lanes allows for additional bicycle and pedestrian features through Complete Streets</i> • <i>Traffic calming</i>	• <i>Not effective on high volume roadways (ADT <20,000)</i> • <i>Roadway capacity reduction</i> • <i>Additional right-of-way required</i>
	<i>Add walkways</i>	• <i>Pedestrians separated from the roadway</i>	• <i>Comparatively high cost</i>

City of Hattiesburg, MS

Safety Action Plan

Safety Concern	Countermeasure	Pros	Cons
Roadway departure	Enhanced delineation for horizontal curves	• Low cost • Reduction of night-time crashes • Reduction of head-on, run-off-road, and sideswipe crashes • Reduction of fatal and injury crashes	• None
	Longitudinal rumble strips or stripes	• Centerline rumble strips reduce head-on crashes • Shoulder rumble strips reduce run-off-road crashes • Relatively low cost	• Noise concerns
	Median barriers	• Reduction of head-on and cross-median crashes	• Cost-effectiveness analysis required
	Roadside design improvements at curves	• Adequate clear zone reduces fixed object crashes • Flattened side slopes reduce single-vehicle crashes	• Not all options are cost effective
	Safety edge	• Low Cost • Reduction in run-off-road and head-on crashes • Reduction in crash severity	• Typically constructed only during overlay projects
	Wider edge lines	• Increased visibility of curves • Low Cost • Reduction in roadway departure crashes	• None

City of Hattiesburg, MS

Safety Action Plan

Safety Concern	Countermeasure	Pros	Cons
Intersections	Signal backplates with retroreflective borders	- Increased visibility of traffic signals - Low cost	- Structural limitations due to wind loads - Additional cost to retrofit existing signals without the backplates
	Corridor Access Management	Enhanced safety for all modes of transportation Reduced congestion along the corridor Reduction in overall crashes for all users due to fewer access points	Opposition from businesses (driveway consolidation)
	Dedicated turn lanes at intersections	- Reduced left turn and rear end crashes - Deceleration lane provided - Increased visibility for opposing left turns with positive offset	- Additional ROW required - Left turns with zero or negative offset result in turning vehicles blocking line of sight
	Reduced left-turn conflict intersections	- Reduced conflict points - Increased traffic flow on the mainline	Longer travel distances for minor movements
	Install roundabout	- Reduction of total conflict points - Lowered vehicle speeds resulting in a high reduction in injury/fatal crashes	High cost

City of Hattiesburg, MS

Safety Action Plan

Safety Concern	Countermeasure	Pros	Cons
Intersections	Low-Cost countermeasures - signing, pavement markings, remove sight obstructions	• Low cost • Reduction in injury/fatal crashes	• None
	Yellow change intervals	• Improved intersection safety • Reduced red light running violations • Reduced fatal crashes • Additional time for pedestrians to cross intersections	• None
Crosscutting (other safety focus areas)	Add/Improve lighting	• Reduced night-time crashes • Reduced pedestrian crashes	• Installation and increased maintenance costs
	Local Road Safety Plans	• Increased safety for all users • Collaboration with local stakeholders	• None
	Pavement friction management	• Reduced roadway departure crashes at horizontal curves • Reduced crashes at intersection approaches and interchange ramps	• None
	Road Safety Audit	• Early identification and mitigation of safety issues	• None

City of Hattiesburg, MS

Safety Action Plan

Safety Concern	Countermeasure	Pros	Cons
Distracted driving	Graduated Driver Licensing	- Reduced teenage driver crashes and injuries - Low cost	- Implementation time (requires several months) - After implementation, 1-2 years before all provisionally licensed drivers are subject to new restrictions
	High visibility cell phone enforcement (HVE)	Reduction in cell phone usage while driving	- Effect of HVE campaigns on crashes is not certain - HVE campaigns are expensive - Enforcement of cell phone use is challenging
Impaired driving	License revocation and suspension	- Recent study suggests that policy reduces fatal crash involvement by 5 percent or 800 lives - Drivers are less likely to repeat offense	Required funds to design, implement, and operate
	Publicized sobriety checkpoints	- Analysis shows that checkpoints reduce alcohol related crashes by 17 percent and all crashes by 10-15 percent - Public support	Can be costly if paid media is used
	High visibility saturation patrols	More research is needed, but saturation patrols can be effective in reducing alcohol related fatal crashes	Can be costly if paid media is used

Source: Neel-Schaffer

7.0 Progress and Transparency

The Safety Action Plan serves as a living document that provides a variety of strategies and location-specific safety projects that can be implemented to reduce fatal and serious injury crashes within the City of Hattiesburg. The plan can be used in coordination with partner agencies and long-range planning efforts. This section describes future actions needed to keep this living document current and relevant to the City's needs.

7.1 Advocacy

Hattiesburg's Steering Committee will meet quarterly to discuss Safety Action Plan recommendations, projects, and strategies. These meetings should incorporate:

- public concerns and comments,
- additional safety projects that have recently been identified,
- grant opportunities, and
- ongoing strategy implementation.

Additionally, input obtained during public outreach efforts for transportation planning or public comments on transportation projects should be discussed during these meetings.

7.2 Data Maintenance

The City of Hattiesburg will work with MDOT to obtain updated crash data each year. This data will be used to help the City track progress toward reducing fatalities and serious injuries as plan implementation occurs. Each year, the City will post updated crash data and a list of ongoing and completed Safety Action Plan projects on the project webpage to share plan implementation progress with the public.

7.3 Plan Implementation

Activities that the City can take to implement the plan include:

- Coordination with partner agencies for data collection, public outreach, and analysis.
- Funding opportunity discussions with partner agencies and the pursuit of grant funds when available.
- Implementation of projects and strategies identified in the plan.

7.4 Transparency & Reporting

Regular documentation and reporting on the plan's implementation progress is necessary for its success. Documentation should be prepared and reported for funding opportunities, City meetings, public outreach, and other appropriate activities.

The Safety Action Plan will be posted on the City of Hattiesburg's website along with progress toward the plan's goals.

Appendix A: Existing Plan Review

STATEWIDE TRANSPORTATION IMPROVEMENT PLAN (STIP) (FY 2023-2026)

Plan Overview

The Statewide Transportation Improvement Plan (STIP) serves as the framework for the development of the State of Mississippi's transportation system. It is a four-year listing of planned transportation improvement activities and expenditures in Mississippi. It includes federally funded and non-federally funded projects that are of regional significance. It is typically updated every two years.

Goals and Objectives

In accordance with the U.S. Code of Federal Regulations, Title 23, Part 450 and the Intermodal Surface Transportation Efficiency Act (ISTEA), and the Bipartisan Infrastructure Law, the following regulations identify the planning factors:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase the accessibility and mobility options available to people and for freight.
5. Protect and enhance the environment, promote energy conservation, improve quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient systems management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.
10. Enhance travel and tourism.

Key Findings

The following are key findings that are mentioned in the reviewed documents and are relevant to transportation safety.

1. An urbanized area is defined as an area with a population greater than 50,000. There are four urbanized areas in Mississippi that are part of by Metropolitan Planning Organizations and governed by Policy Boards. The MPOs include the Jackson Metropolitan Planning Organization, Gulf Coast Metropolitan Planning Organization, Hattiesburg Metropolitan Planning Organization, and Memphis Metropolitan Planning Organization which governs the northwest portion of Marshall County.
2. MDOT focuses on four key program areas when prioritizing construction opportunities and investments on the State's transportation system. These areas include system preservation, bridge replacement, highway safety improvement program, and highway capacity.
3. State DOTs and MPOs are required to establish targets for safety, pavement condition, bridge condition, NHS travel time reliability, freight reliability, traffic congestion, and total emissions reduction. These targets are measured as annual targets, 2-year targets, and 4-year targets. The highest targets of these metrics are for system performance with 2-year and 4-year expectations of 93% for reliability of interstate routes and 85% for non-interstate routes.
4. This STIP was developed in consideration of the Mississippi Unified Long-Range Transportation Infrastructure Plan (MULTI Plan) and the approved Transportation Asset Management Plan (TAMP) by allocating the maximum available funding to interstate maintenance, preservation of non-interstate NHS and State-maintained pavement, bridges, and safety projects. The least amount of funds was allocated for congestion mitigation and air quality, and freight programs.
5. The STIP lists a *Grouped Project* in the *Statewide* section titled *Programmed Project Cost Contingency*. This group provides a balance of reserve funds that allows for adjustments in costs as estimates are refined. Funds will be moved in and out of this group as needed to prevent MDOT from having to remove projects from the STIP because of project cost overruns, the addition of new projects, or if an anticipated funding source is not received.
6. MDOT maintains approximately 30,000 lane-miles of roadway statewide. This includes close to 3,500 lane-miles of interstate highway, over 8,200 lane-miles of U.S. Highway, over 16,000 lane-miles of State Routes, and nearly 2,000 miles of ramps, frontage roads, and auxiliary lanes.
7. The draft STIP is placed on the GoMDOT.com website for a 45-day public review and comment period.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

1. Reduce the need for Federal funds to be expended on emergency repair and reconstruction activities. The plan suggests raising roadways and bridges, replacing undersized culverts, installing brush deflectors, providing pier protection, and relocating roadways as mitigation efforts for emergency repairs, specifically along US 90 where there has been repeated damage.
2. The plan suggests routine maintenance and investment in the preservation of Mississippi's surface transportation system to make the system last longer and save the cost of reconstruction. Funding for maintenance should be budgeted annually.
3. Combine construction projects across agencies in order to share transportation safety funds. The plan mentions projects with no significant environmental impacts or those requiring minimal right-of-way can be grouped together.

MISSISSIPPI STRATEGIC HIGHWAY SAFETY PLAN (2024)

Plan Overview

The 2024 Strategic Highway Safety Plan focuses on five of the most prevalent emphasis areas that contribute to deaths and suspected serious injuries. These are (1) unbelted occupants, (2) lane departures, (3) impaired driving, (4) intersections, and (5) young drivers. This plan outlines how Mississippi will reach zero by 2050 using the Toward Zero Deaths (TZD) strategy, which calls for stakeholders to work together and champion the aim of reducing road deaths to zero. The vision of this plan is a highway system free of deaths through a sustained decline in transportation-related deaths and injuries.

Goals and Objectives

The plan includes 19 objectives as follows:

- a. Strengthen enforcement to maximize safety belt use and its life-saving benefits.
- b. Strengthen public acceptance and community reinforcement of safety belt use.
- c. Improve road design to reduce the risk of lane departure crashes.
- d. Address curve-related lane departure crashes.
- e. Address speed-related lane departure crashes.
- f. Use enforcement to increase compliance for safe driving.
- g. Use intersection design to reduce the risk of crashes.

- h. Use enforcement to increase compliance for safe driving. *(This objective is listed twice).*
- i. Strengthen novice driver safety through adopting phased safety provisions as younger drivers gain driving experience and skills.
- j. Strengthen accessibility to driver education classes during the novice driver's learning permit phase.
- k. Strengthen traffic safety culture and its enforcement to improve driver safety.
- l. Strengthen impaired and drugged driving laws to deter driving impaired.
- m. Strengthen enforcement to promote DUI deterrence, detection, and arrest.
- n. Strengthen penalties/sanctions and monitoring of substance-involved offenders.
- o. Reduce excessive and underage drinking.
- p. Identify champions and promote policy changes within the Mississippi legislature.
- q. Explore processes and collaboration ideas to make traffic safety efforts more effective.
- r. Identify older drivers for increased risk of crash and strengthen licensing practices to extend driving while enhancing safety.
- s. Equip older drivers to plan for and adopt safe driving practices.

Key Findings

The following are key findings that are mentioned in the reviewed documents and are relevant to transportation safety.

1. The plan states that in 2022, 703 people died on Mississippi roads compared to 10 years prior in 2012 with 582 deaths. The plan states these numbers highlight the potential that exists for reducing deaths and serious injuries on Mississippi roads.
2. SHSP implementation will help shift the perceived social acceptance of high-risk behavior such as texting while driving to one that peers perceive as unacceptable, as well as help increase perceived social pressure to comply with traffic safety laws and practices.
3. 93 percent of all crashes are due in part to driver error, risk-taking, and/or lapses in attention.
4. Three pillars are the foundation for real change that makes a difference in saving lives. These are (1) data for a better understanding of what stands in the way of safer roads, (2) engagement of diverse stakeholder groups, and (3) proven safety strategies that are tailored to address Mississippi's key road safety issues.
5. Developing an SHSP involves both data-driven and human-centered approaches. Data analysis identifies crash locations, quantifies possible causes, and helps in

determining infrastructure improvements and other measures that can help reduce deaths and serious injuries on public roads.

6. Mississippi tapped five states to learn more about what worked well for them. These were states with recently updated SHSPs and/or a network of rural four-lane highways. They were Florida, Iowa, Louisiana, Minnesota, and Missouri.
7. Mississippi's total crash deaths declined from 772 in 2021 to 703 in 2022 but remain slightly higher than pre-pandemic numbers. Serious injuries declined slightly from 3,663 in 2020 to 3,423 in 2022.
8. The 2024 SHSP data analysis covered three years from 2020 to 2022.
9. The report includes objectives and strategies for emphasis areas including unbelted occupants, lane departures, intersections, young drivers, impaired driving, older drivers, and older pedestrians. The SHSP does not list unlicensed drivers as an emphasis area, but instead includes strategies in related emphasis areas to support reducing the number of unlicensed drivers in the state.
10. Lane departures make up 63 percent of all rural fatal and serious injury crashes in Mississippi.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

1. The plan suggests involving leaders, partners, and champions in directing and coordinating efforts, plus commitment from key state agencies, local law enforcement and health agencies, and private sector organizations.
2. Provide educational opportunities for community stakeholders to understand their role in promoting transportation safety. The plan suggests providing ongoing education that aligns with statewide messaging and outreach.
3. Engage as many community stakeholders as possible in safety strategies. The plan mentions encouraging networking among safety summit participants through coordinated seating assignments and small group activities.
4. The plan mentions integrating seat belt and DUI high-visibility enforcement checkpoints and saturation patrols with emphasis on rural communities.
5. The plan suggests using data to focus attention on the emphasis areas that will make the most impact in preventing crash-related deaths and serious injuries.

HATTIESBURG URBANIZED AREA (HUB CITY) TRANSIT MASTER PLAN (2022)

Plan Overview

The HUB City Transit Master Plan is a roadmap for improving public transit in the Hattiesburg Area. recommendations.

Goals and Objectives

The plan focuses on a service plan, capital plan, funding plan, and implementation plan for the next 5 to 10 years through an overview of existing conditions, assessment of regional transit needs, short-term and long-term recommendations, and a checklist to implement recommendations.

Key Findings (high level summary of key findings)

The following are key findings that are mentioned in the reviewed documents and are relevant to transportation safety.

1. There are three transit services that operate within the City of Hattiesburg. These include fixed route service, HCT demand response/paratransit, and job access/reverse commute program. Each of these services is operated by Hub City Transit.
2. The Blue route fixed service (Hardy East) has the largest amount of ridership while the demand response service has the lowest.
3. The Train Depot stop is the primary station, contributing approximately 25 percent of all boardings. This is the primary facility to provide public transit in the City.
4. Federal revenue is the largest funding source and comes from two major sources, the Federal Transit Administration and Title III-B funds administered by the Governor's Office of Elderly Affairs. This funding allows free rides for seniors.
5. The study area covers the City of Hattiesburg and the census defined urbanized area around Hattiesburg, as well as areas expected to become urbanized over the next 20 years.
6. The online community survey received 146 responses; however, the respondents were overwhelmingly non-transit riders.
7. The guiding principles to develop strategies for improvement are to increase ridership and improve rider experience.
8. Based on existing demand and travel flows, the highest needs are near major commercial areas and higher education institutions.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

1. The plan lists Sunday transit service as a recommendation to increase fixed route paratransit response and Saturday transit to begin two hours later than weekday service with the Gold Route non-operating on Saturdays.
2. Find additional funding sources to increase revenue for transit operating expenses.
3. Offer extended hours and night service, and ADA amenities for blue route riders and those in the inner-city limits since these areas have the largest amount of ridership and/or the highest concentrations of low-wage jobs.
4. Provide additional rider opportunities for areas with the largest concentration of carless households based on the 2017 National Household Travel Study. These areas include Palmers Crossing, Lamar Park, and smaller areas of inner-city Hattiesburg, as well as multifamily housing locations and tourist attractions. Locations near childcare facilities, grocery stores, hospitals, and schools should also have frequent stops.
5. Increase rider service in the areas with highest demand, namely near major commercial areas and colleges, along US 98/Hardy Street, and near US 49 and N 31st Avenue. Hardy Street was also listed by respondents in the needs analysis survey as a congested area needing safety improvements.
6. Add transit stops to and from the downtown area and the vicinity of the proposed pedestrian bridge. Construction plans should also include ADA amenities such as pavement markings, landing paths, and non-raised curbs to accommodate transit riders with disabilities.

HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION (HPFL-MPO) TRANSPORTATION IMPROVEMENT PLAN (TIP) (FY 2023-2026)

Plan Overview

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization's Transportation Improvement Plan (TIP) provides a summary of how transportation revenues in the program will be invested over a four-year period by the state and local agencies that have legal responsibility to build, operate, and maintain the state's highway, road, streets, and public transit system.

City of Hattiesburg, MS

Safety Action Plan

Goals and Objectives

The purpose of this document is to provide the public, FHWA, FTA, and other interested parties with a priority list of projects and project segments to be carried out within a four-year period after the adoption of the TIP. It specifies the priorities for the region and includes reasonable estimates of both available funds and anticipated project expenditures.

Key Findings

The following are key findings that are mentioned in the reviewed documents and are relevant to transportation safety.

1. Representatives from the City of Hattiesburg, City of Petal, Forest County and Lamar County, the Mississippi Department of Transportation, the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) are involved in the transportation planning process for the MPO.
2. The Hattiesburg Urbanized Area Metropolitan Transportation Plan (MTP), sometimes referred to as the Long-Range Transportation Plan (LRTP) is utilized as the primary planning tool for selecting major projects to be included in the Transportation Improvement Plan (TIP). Projects listed in the first year of the approved TIP are considered the highest priority. The TIP is updated every 2 years and may be amended every 6 months or as needed.
3. As the Hattiesburg Metropolitan Transportation Plan 2045 cannot be implemented all at once because of financial constraints, it will be implemented in three stages: Stage I (2021-2025), Stage 2 (2026-2035), and stage 3 (2036-2045).
4. MPO staff uses criteria in the TIP handbook to evaluate project applications. Elements include how projects will improve or address safety, congestion, public concerns, multimodal options, pedestrian and bicycle mobility, as well as practical issues such as project cost, local match proposed, traffic volumes impacted, and environmental justice issues.
5. TIP projects are generally funded using an 80% federal/20% local match ratio. For a project to be considered for inclusion in the TIP, a commitment from the sponsoring agency to provide the required local matching funds is required.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

1. Revisit local transportation policies, procedures, and specifications, as the projects proposed for Federal transportation funding are being evaluated according to these.
2. Research to find new grant opportunities and apply within deadlines to ensure all funding sources are being utilized in order to acquire as much funding as possible.
3. Combine current projects with those not selected in previous years to maximize funding. This involves re-evaluating the needs based on current data and stakeholder engagement.
4. Actively seek partnerships from sponsoring agencies and private investors to acquire the 20% local match required for 80/20 funded projects. Host regular informational sessions to share TIP goals and needs with potential sponsors.

HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION (HPFL-MPO) METROPOLITAN TRANSPORTATION PLAN (2020)

Plan Overview

The Metropolitan Transportation Plan is a roadmap for addressing the region's transportation needs over the next 25 years.

Goals and Objectives

The Metropolitan Transportation Plan (MTP) identifies goals, priorities, and projects for all modes through a short-term implementation program showing all funding sources (Transportation Improvement Program) and project/program implementation.

Key Findings

The following are key findings that are mentioned in the reviewed documents and are relevant to transportation safety.

1. The MPO has 6 policy committee members, 33 technical committee members, and MPO staff.
2. I-59, Hardy Street, and W. 4th Avenue have the worst congestion in the region. This was also reflected in the transit master plan.
3. The vision for the Hattiesburg region is to have a seamlessly integrated transportation system that supports the sustainability and resiliency of the region and connects residents, workers, and visitors to their desired destinations safely, conveniently, and efficiently, regardless of their circumstances or abilities.
4. The following are goals and objectives:
 - a. Improve and expand transportation choices
 - b. Improve safety and security

- c. Provide a reliable and high performing transportation system
 - d. Support economic vitality
 - e. Manage the relationship of transportation, community, and environment
- 5. The MPO will prioritize roadway expansion projects that have a high benefit/cost ratio.
- 6. Based on projections by MDOT, approximately \$738 million in federal funds will be available to the MPO for roadway projects from 2020 to 2045. Approximately \$405 million will be allocated for non-capacity projects and the remainder for capacity projects. Implementing the planned roadway capacity projects is projected to reduce overall delay in the region by 31 percent in 2045.
- 7. The major federal source for bicycle and pedestrian projects is the Transportation Alternatives (TA) Set-aside Program, which MDOT administers for the region.
- 8. At a minimum, the MTP assumes that existing transit services will continue to operate at current levels and that vehicles will be kept in a good state of repair. The main limitation to expanding service will be local funding to match and exceed federal funding.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

- 1. According to the document, there were frequent comments from the public advocating for better walking and biking conditions, and the MPO should encourage more bicycle and pedestrian projects and encourage bicycle and pedestrian improvements as part of planned roadway projects.
- 2. According to the document, the MPO should prioritize projects that reduce delay for freight vehicles to support local businesses and industry.
- 3. According to the document, the MPO should proactively address pavement conditions, bridge conditions, and transit asset management.
- 4. According to the document, the MPO should continue to monitor trends in emerging mobility options and consider partnerships with mobility companies and pilot programs as appropriate.
- 5. Seek local funding to expand transit services and collaborate across agencies to include transit expansion in upcoming projects.

MISSISSIPPI'S 2045 UNIFIED LONG-RANGE TRANSPORTATION INFRASTRUCTURE PLAN (MULTIPLAN 2045) (2020)

Plan Overview

MULTIPLAN 2045 is Mississippi's Unified Long-Range Transportation Infrastructure Plan for 2045. It is an actionable plan highlighting unmet funding needs compared to available resources. By comparing strategies based on transportation system impacts and how they address systemwide goals, MULTIPLAN 2045 provides a plan of action for the State of Mississippi.

Goals and Objectives

Transportation investment in Mississippi is guided by three overarching program category themes: Preservation, Modernization, and Expansion. The following are the seven statewide transportation goals established by MDOT:

1. Establish effective transportation partnerships and collaborations while increasing awareness of the benefits and needs of the intermodal system.
2. Provide reliable funding and financing options for the transportation system and allocate funds efficiently.
3. Ensure a safe transportation network for all users.
4. The expansion and modernization of the transportation network should be mindful of its effect on the environment and attempt to mitigate the impacts.
5. Preserve and maintain existing transportation infrastructure.
6. Improve connectivity and travel of residents, commerce, and industry.
7. Invest in strategic transportation improvements to support the State's economy and competitiveness.

Key Findings

The following are key findings that are mentioned in the reviewed documents and are relevant to transportation safety.

1. From 2012 to 2017, Mississippi vehicle miles traveled grew by 1.1 percent on average annually, and most employees chose to commute by driving alone in a private vehicle.
2. In Mississippi, rates of commuters taking public transit, bicycling, walking, and working from home are lower than national averages, however rates of carpooling in Mississippi are higher.
3. Around \$8.5 out of every \$10 spent on transportation in Mississippi supports the construction program that maintains the State of Mississippi's road and bridge

system. Also, there are 1600 bridges in poor condition in Mississippi of which MDOT is responsible for maintaining one out of every 10 of those structures. By 2045, 66 percent of the existing bridges will be over 50 years old.

4. Transportation revenue in Mississippi is projected to decline due to gas tax not indexed to inflation, increase in vehicle fuel efficiency, increased adoption of electric vehicles, lack of growth in vehicle miles traveled, and reduced federal funding share.
5. Federal funding represents about half of the state's total funding. The majority of federal funding is derived from the federal motor vehicle fuel tax and the state fuel tax.
6. Key industry stakeholders and transportation leadership indicated urbanization and trade dynamics will likely be the economic trends that have the largest impact on demand for the State's transportation system.
7. Mississippi's 2500-mile rail system is operated by five Class 1 railroads.
8. Mississippi's most significant transportation challenges over the next 25 years are aging and deteriorating roads and bridges, finding money to maintain and improve the transportation system, and safe travel.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

1. Collaborate across agencies to disperse transportation funds for roadway and bridge projects, and prioritize projects based on needs and funding sources.
2. Accommodate freight demand, as this is closely tied to the economy and tonnage is projected to increase by 62 percent by 2045. Investing in deepwater ports, intermodal facilities, air cargo facilities, rail lines, and highways can increase global trade.
3. The plan mentions creating sufficient evacuation routes and resilient systems to deter the deterioration of infrastructure such as bridge damage and dam failures caused by hazards.
4. Re-evaluate gas tax revenue as vehicles become more fuel efficient and less reliable on gasoline through electric vehicles and alternative fuels.

MISSISSIPPI STATEWIDE FREIGHT PLAN (2022)

Plan Overview

The 2022 Mississippi statewide freight plan identifies needs, trends, and projected freight movements to set the stage for the plan goals, strategies, list of projects, and freight investment plan.

Goals and Objectives

The purpose of the Mississippi statewide freight plan is to assess the condition and performance of the freight network, understand the role of freight within broader transportation and economic development initiatives, and develop strategies to address freight needs within Mississippi.

Mississippi's statewide freight plan goals are to:

- a. Promote a safe and secure multimodal freight network.
- b. Maintain infrastructure crucial to multimodal freight movement in a state of good repair.
- c. Improve reliability and reduce congestion barriers to freight mobility.
- d. Maximize the impact of the freight network on the productivity and economic competitiveness of the state.
- e. Support the resiliency of the freight network while equitably minimizing adverse impacts of freight operations on communities and the environment.
- f. Building external and freight industry partnerships and efficiently maximize freight investments.

Key Findings

The following are key findings that are mentioned in the reviewed documents and are relevant to transportation safety.

1. In addition to roadways and bridges, truck parking facilities and transportation system (ITS) devices are critical elements of the highway network.
2. Congestion and mobility on the highway freight network are measured in terms of truck travel time reliability (TTTR). The Jackson metropolitan area showed poor reliability with segments along I-20 and I-55 having TTTR indexes that exceed 3.0. This indicates some motor carriers experience travel times that exceed the average by 3 times or more.
3. Class 1 rail makes up around 65 percent of the rail mileage in the state.
4. The Port of Pascagoula is the busiest Mississippi port by total tonnage, facilitating nearly 26 million tons of goods shipped through the port.

5. One in every four direct jobs in the state belongs to freight intensive industries. These industries contribute 36 percent of wage earnings and more than one-quarter of annual GDP.
6. Trucks are generally the main mode used for automotive manufacturing, so issues surrounding facilitating the automotive manufacturing supply chain include addressing bottlenecks and reliability along major highway corridors.
7. Key freight needs and challenges related to military installations include poor pavement conditions on roadways near military installations, vertical clearance issues, and risk of natural and manmade disasters.
8. The Mississippi highway freight system's needs are to improve truck safety, truck parking, truck bottlenecks, highway infrastructure conditions, challenges on freight intermodal connectors, vertical clearances, and at-grade crossing safety.
9. One of the most critical characteristics that impacts an airport's ability to accommodate air cargo is runway length. Maintaining cargo service at Tupelo Regional Airport over the long term may require an investment in a longer runway since this runway is less than 8,000 feet.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

1. Monetize pipeline and port operations to fund highway safety projects by collecting fees through permitting and joint use agreements.
2. The plan suggests continuing to partner with airports, ports, and railroads to support operations and service expansions through direct investments and landside infrastructure maintenance, capacity, and operational improvements.
3. The plan suggests conducting a statewide truck parking study to provide a detailed analysis of needs and solutions.

HATTIESBURG-PETAL-FORREST-LAMAR METROPOLITAN PLANNING ORGANIZATION (HPFL-MPO) PATHWAYS MASTER PLAN (2015)

Plan Overview

The purpose of the plan is to provide a clear framework for the development of new facilities, programs, and policies that support safe and convenient walking and biking conditions for transportation and recreation.

Goals and Objectives

When this plan is fully implemented, the following key policy and infrastructure accomplishments will be achieved:

- a. Achieve bicycle friendly community designation by year 2016.
- b. Achieve walk friendly community designation by year 2016.
- c. Double the combined walking, biking, and transit commute mode share within 5 years.
- d. Create 163 mile on-street bikeway network within 10 years.
- e. Create 68 mile shared-use trail network within 10 years.
- f. Ensure all parks within the Hattiesburg MPO boundaries are connected to a sidewalk and on-street bikeway or off-street trail within 5 years.
- g. Ensure all schools within the Hattiesburg MPO boundaries are connected to a sidewalk and on-street bikeway or off-street trail within 5 years.

Key Findings

The following are key findings that are mentioned in the reviewed document and are relevant to transportation safety.

1. Based on feedback from public workshops, programs that the community thinks would have the greatest impact on walking and bicycling in the Hattiesburg region are wayfinding signage, bicycle and pedestrian resource website, launch parties for new bikeways, and heritage tourism walking/biking/transit maps and guides.
2. Based on feedback from public workshops, infrastructure that the community would most like to see in the Hattiesburg region are shared-use side paths along roadways, bicycle lanes/buffered bicycle lanes, bicycle-friendly intersections, and new sidewalks.
3. Bus stops are a significant source of pedestrian activity in Hattiesburg and contribute to the demand for pedestrian and bicycle infrastructure, such as crosswalks, sidewalks, and dedicated bikeways, along transit routes.
4. Federal funding allocated to the MPO that can be used for bicycle and pedestrian projects comes primarily from two funding programs: Surface Transportation Program (STP) funding and Federal Transit Administration (FTA) funding.
5. Several major intersections, such as the Hardy Street/US 49 junction, do not provide comfortable crossing facilities while other roadways lack mid-block crosswalks at high demand locations.
6. Most traffic signals lack dedicated pedestrian crossing indications, and a large portion of sidewalks in the City of Hattiesburg do not meet ADA accessibility requirements.

7. Current constraints for bicycling include a lack of a fully connected network of on-street bikeways, especially in the communities outside of central Hattiesburg. Also, there is a general lack of high-quality bicycle parking facilities at businesses outside of downtown Hattiesburg and the USM campus. There is currently a gap in the Longleaf Trace between the USM campus and downtown Hattiesburg.
8. There is one certified bicycle and pedestrian safety trainer at Hattiesburg Police Department, but training for other officers is limited.

Recommendations for Transportation Safety

The following are recommendations for improved collaboration among the City of Hattiesburg, MPOs, and MDOT to address safety analysis, project development, and implementation more effectively throughout the City:

1. The plan suggests enhancing or creating connections to the adjacent businesses along the Longleaf Trace trail, specifically connecting Longleaf Trace to Jackson Road for access to residential areas, parks, schools, shopping facilities, and other destinations.
2. The plan suggests adding signage and/or pavement markings at trail crossings to alert motorists about trail crossings.
3. The plan suggests providing adequate buffers between trail paths and roadways where sections of trail are narrow.
4. The plan suggests connecting segments of the trail network with shared use paths rather than on-road routes.
5. Increase training opportunities for law enforcement officers to understand the rights and responsibilities of road users.
6. Ensure all maps are updated and current when used in planning, and engage bicycle clubs, seniors, students, and pedestrians in the planning process to understand their habits and travel patterns.
7. Collaborate across agencies to share funding opportunities and combine project goals to incorporate signage, pavement markings, guard rails, and ADA facilities into projects.
8. The plan suggests placing bus stops as close as possible to marked or signalized street crossings to encourage riders to cross the street safely, and should comply with ADA standards regarding sidewalk widths, landing paths, and curbs for boarding and offboarding buses.
9. The plan suggests creating a "Hike and Bike Map" to reflect the most current bicycle and pedestrian infrastructure with a list of bicycle rental locations, suggestions for

self-guided bike rides and walks, and recommended routes.

10. The plan recommends the MPO establish an annual set aside for implementation.

Appendix B: Outreach Summary Round 1



**SAFE ROADS
HATTIESBURG**



SAFE STREETS & ROADS FOR ALL (SS4A)

Safety Action Plan

Round 1 Outreach Summary

July 2024

Beyond
COMMUNICATION LLC
Engaging. Collaborating. Achieving.

NS NEEL-SCHAFER

City of Hattiesburg, MS
Round 1 Outreach Summary

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City of Hattiesburg, MS Round 1 Outreach Summary

1.0 Introduction

This report describes all outreach activities for Round 1 (Listening and Learning) and summarizes public feedback from survey respondents and participants at in-person outreach events. The primary goals for Round 1 were as follows:

- Introduce the proposed Hattiesburg Safety Action Plan,
- Provide analysis results of existing safety and equity data, and
- Gather feedback to help identify an overall safety vision, goals, and transportation safety concerns.

Hattiesburg residents were provided multiple opportunities and methods for collaborating with City leaders and the planning team. Based on best practices recommended by the Federal Highway Administration, Round 1 was tailored specifically to meet Hattiesburg residents where they work, attend class, and gather during leisure time.

2.0 Communications

2.1 Webpage

The City of Hattiesburg created the following project landing page under the City's website: [Safe Roads Hattiesburg - City of Hattiesburg \(hattiesburgms.com\)](https://www.hattiesburgms.com/safe-roads-hattiesburg). This page contains a project introduction from Mayor Toby Barker and a list of the potential project benefits and goals. The webpage was used to officially launch the Hattiesburg Safety Action Plan development.

Opportunities for the public to be involved were also included on the webpage through a list of in-person events and a link that accessed a survey for Round 1 (discussed in Section 4.0 – Survey). Additionally, site visitors were invited to send questions and comments to the City via an online form.

The webpage also linked to an ESRI Story Map [Hattiesburg, MS: Safe Streets and Roads for All SS4A \(arcgis.com\)](https://www.esri.com/storymaps/Hattiesburg-MS-Safe-Streets-and-Roads-for-All-SS4A) which contained general information about the project on the following topics:

- Vision Zero
- Why Do We Need a Safety Action Plan?
- What Can We Do to Improve?
- Contact Us

The Story Map will be updated throughout the life of the project.

A screenshot of the webpage content for Round 1 can be viewed in Appendix A.

City of Hattiesburg, MS

Round 1 Outreach Summary

2.2 Social Media

The City of Hattiesburg utilized its Facebook account to promote awareness of the Safety Action Plan. As an introduction for the project, Mayor Toby Barker provided a brief video that outlined the project and urged neighbors to let their needs, opinions, and ideas be known. He explained that the public's input would help guide development of safety project ideas for Hattiesburg. The video can be viewed in its entirety at the link below.

[\(7\) Facebook – Launch of Project: interview with Mayor Toby Barker.](#)

To help keep the campaign alive, reminders of involvement opportunities were posted periodically throughout Round 1. A sampling of social media posts released during Round 1 is included in Appendix B.

2.3 News Media

The City of Hattiesburg utilized its strong contacts with local media sources to help promote awareness of opportunities for the public to participate in the plan development. Links to news stories generated during Round 1 are provided below.



Hunter White, City of Hattiesburg Deputy Director, Department of Transportation and Engineering, provided on-camera interviews promoting Safety Action Plan engagement opportunities.

[Hattiesburg seeks public's feedback to improve road safety \(wjtv.com\)](#)

[City hosts meetings to get feedback on Hattiesburg roads \(wdam.com\)](#)

[City setting up sitdowns to talk 'safe roads' \(wdam.com\)](#)

[Hattiesburg community speaks up on road safety \(msn.com\)](#)

[Ground News - Hattiesburg seeks public's feedback to improve road safety](#)

[Hattiesburg officials want feedback for safer roads \(wjtv.com\)](#)

[City of Hattiesburg receives \\$240,000 grant for safe roads \(wdam.com\)](#)

City of Hattiesburg, MS
Round 1 Outreach Summary

3.0 Marketing Materials

3.1 Branding Elements

The City of Hattiesburg identified and assigned branding elements to the Safety Action Plan to help people instantly recognize it. The logo created for the project is displayed to the right. The branding elements were consistently used throughout the project.



3.2 Business Cards

Business cards were developed for public engagement during Round 1. These cards were designed to introduce the project and direct recipients to the Round 1 survey via a Quick Response (QR) code. Business cards were distributed during all in-person outreach events and at various locations around Hattiesburg. Front and back images of the business card are provided below.



City of Hattiesburg, MS

Round 1 Outreach Summary

4.0 Survey

The MetroQuest platform was used to develop an online interactive survey for obtaining stakeholder and public feedback for the Hattiesburg Safety Action Plan. Respondents were asked to select their top behavioral and infrastructure risk factors and identify specific locations where they have safety concerns. Optional demographic data was collected on the last page of the survey. A Spanish version of the survey was also developed as well as a paper version. Screenshots of all five online survey slides may be viewed in Appendix C. A copy of the paper survey is available in Appendix D.



MetroQuest online portal.

City of Hattiesburg, MS

Round 1 Outreach Summary

5.0 Outreach Events

Nine in-person outreach events were held during Round 1. These events were designed to provide opportunities for citizens to learn about and participate in the development of the Hattiesburg Safety Action Plan. City officials used these events to reach diverse audiences by providing engagement opportunities for residents throughout the City. In addition, these events were designed to obtain input from those who may not have access to the Internet. Interested individuals heard a summary of the purpose and need of the project and how their input would be used to help guide development of the Hattiesburg Safety Action Plan.



In-person events held during Round 1 provided diverse audiences varied ways to identify their top behavioral and infrastructure safety concerns. City of Hattiesburg employee Archie Brewton (center) served as a member of the in-person outreach team.

Hattiesburg residents were invited to provide input by participating in a hands-on activity using dots to indicate their top behavioral and infrastructure safety concerns and to share specific locations where transportation safety issues were observed. Outreach team members also invited people to access the Quick Response (QR) code located on the project business cards and participate in the survey using their smart phones. Individuals willing to help disseminate information about the plan were invited to share the business cards with family members and neighbors. Following is a list of the in-person outreach events:

5.1 Keg & Barrel Chili & Gumbo Cookoff, February 17, 2024

During this event, the outreach team distributed approximately 52 business cards and engaged 75 individuals in the dot exercise.

5.2 Hattiesburg Downtown Arts and Musical Festival, Hubfest, March 23, 2024

During this event, the outreach team distributed approximately 74 business cards and engaged 84 individuals in the dot exercise.

5.3 Hattiesburg Town Square Park, Live at Five, April 5, 2024

During this event, the outreach team distributed approximately 63 business cards and engaged 33 individuals in the dot exercise.

City of Hattiesburg, MS

Round 1 Outreach Summary

5.4 Jackie Dole Sherrill Community Center, Public Engagement Session, April 17, 2024

During this event, the outreach team distributed approximately 11 business cards and engaged 5 individuals in the dot exercise.

5.5 Hattiesburg Town Square Park, Live at Five, April 19, 2024

During this event, the outreach team distributed approximately 48 business cards and engaged 56 individuals in the dot exercise.

5.6 University of Southern Mississippi, Public Engagement Session, April 22, 2024

During this event, the outreach team distributed an unknown number of business cards and engaged 35 individuals in the dot exercise.

5.7 William Carey University, Public Engagement Session, April 23, 2024

During this event, the outreach team distributed an unknown number of business cards and engaged 30 individuals in the dot exercise.

5.8 Lillie Burney Learning Center, Public Engagement Session, April 23, 2024

During this event, the outreach team distributed an unknown number of business cards and engaged 12 individuals in the dot exercise.

5.9 University of Southern Mississippi, Public Engagement Session, May 7, 2024

During this event, the outreach team distributed an unknown number of business cards. The dot exercise was not conducted at this event.

Copies of the posters used during in-person events are included in Appendix E. Public feedback is shown in Appendix F.

6.0 Public Feedback

A total of 906 people responded to the online interactive survey for the Hattiesburg Safety Action Plan discussed in Section 4.0 - Survey. An additional 330 people participated in the interactive dot exercise during the in-person events identified in Section 5.0 - Outreach Events. No paper surveys were received.

Overall, respondents ranked distracted driving as their top behavioral concern, followed by red light/stop sign running and speeding. Respondents ranked unsafe intersections as their top infrastructure concern. Lack of pedestrian infrastructure ranked second. Poor roadway design and lack of roadway lighting were ranked as third and fourth.



Mayor Toby Barker (left) was instrumental in engaging citizens during in-person Safety Action Plan engagement events held throughout Hattiesburg.

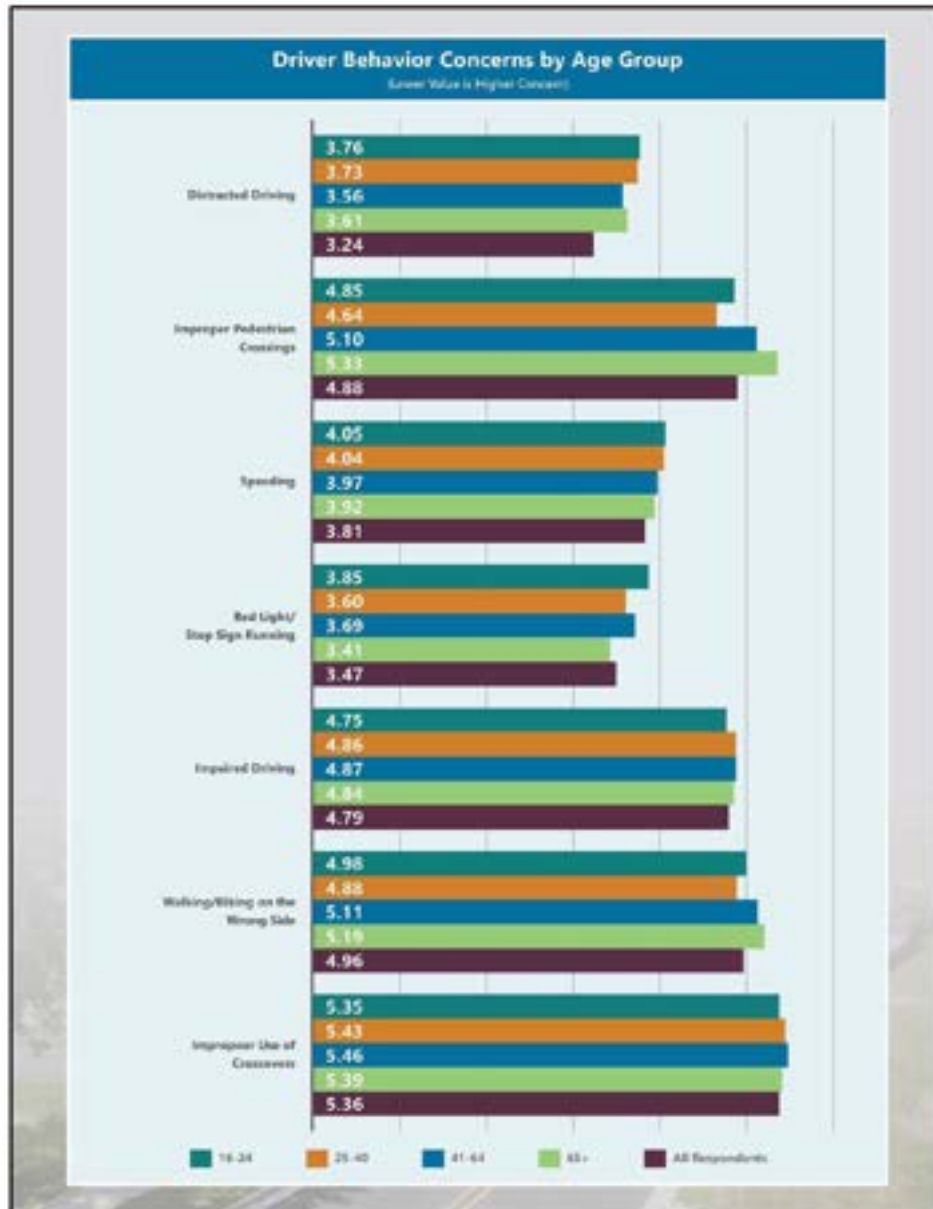
City of Hattiesburg, MS
Round 1 Outreach Summary

Graphic representations of public feedback are provided on the following pages. Keywords were identified for roadways and intersections, current concerns, and needs and potential solutions. The larger the keyword, the more times it was mentioned. Demographic data provided in the online survey was used to analyze behavior and infrastructure concerns by age group, minority status, and poverty status. These results provide important insights into how underrepresented communities rate safety concerns. Finally, safety concerns are displayed by category in heat maps where yellow and red reflect locations of highest concerns.

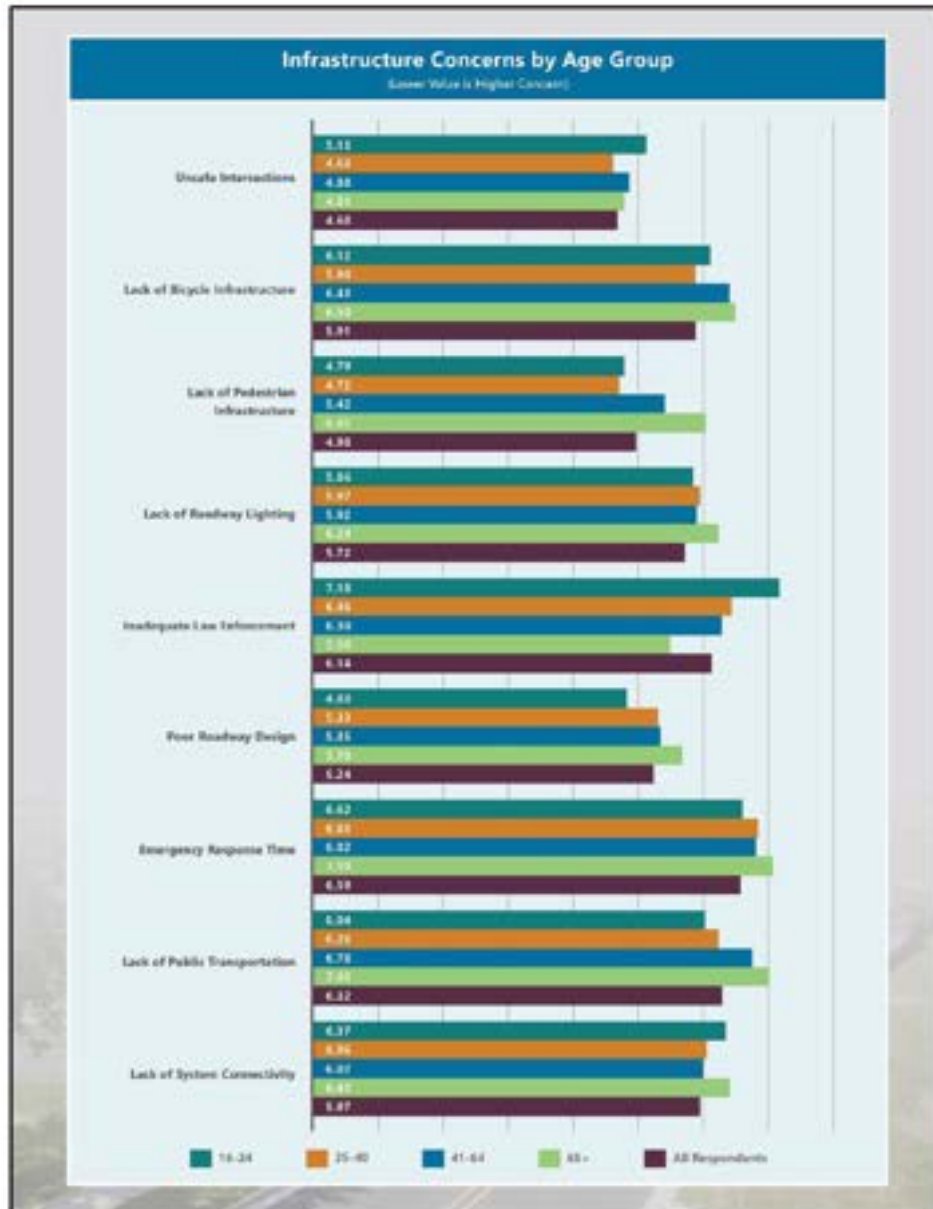
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Round 1 Outreach Summary



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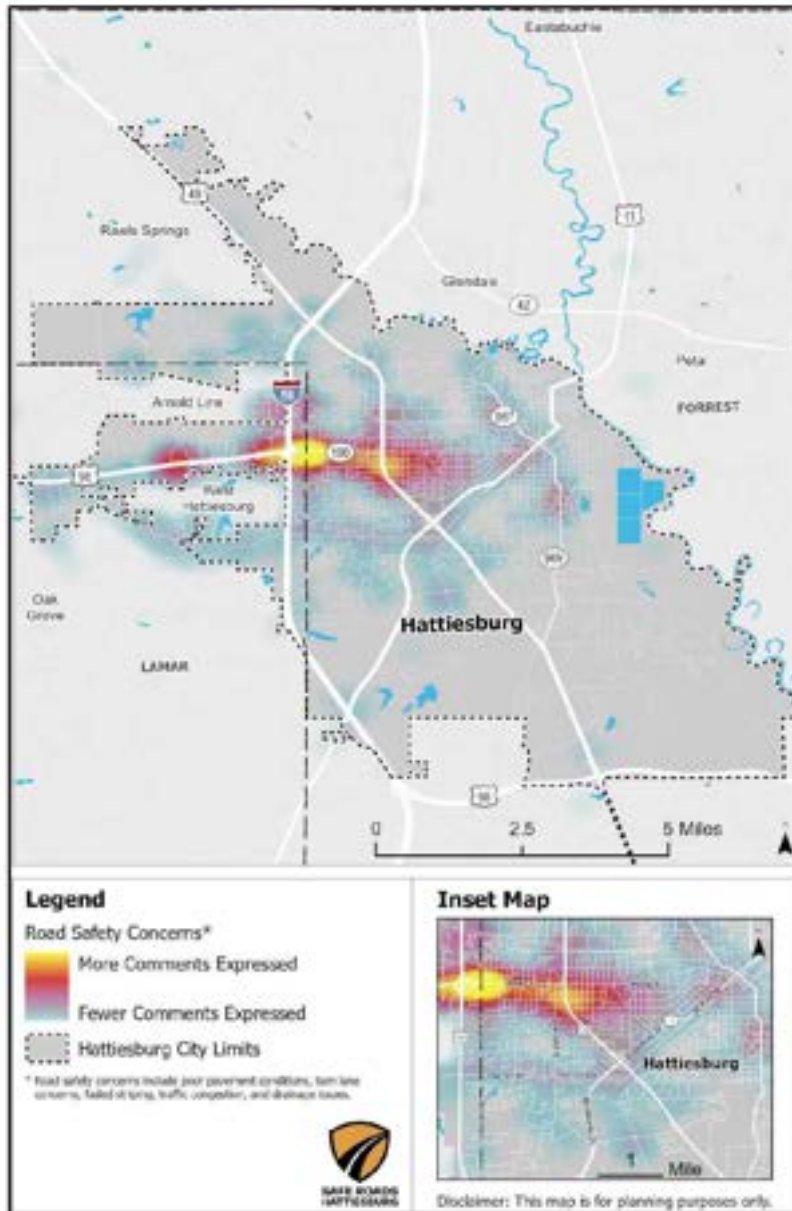


City of Hattiesburg, MS

Safety Action Plan

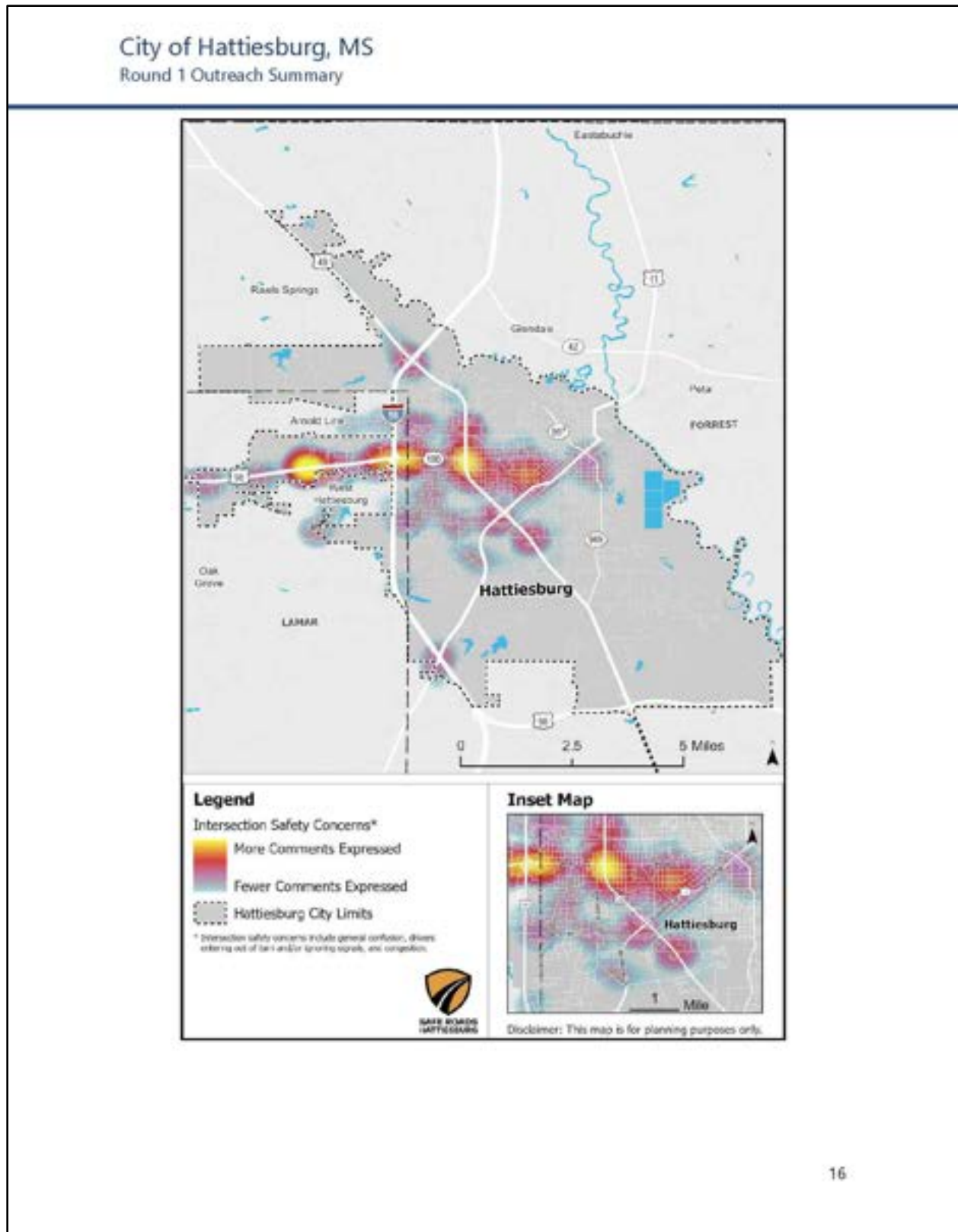
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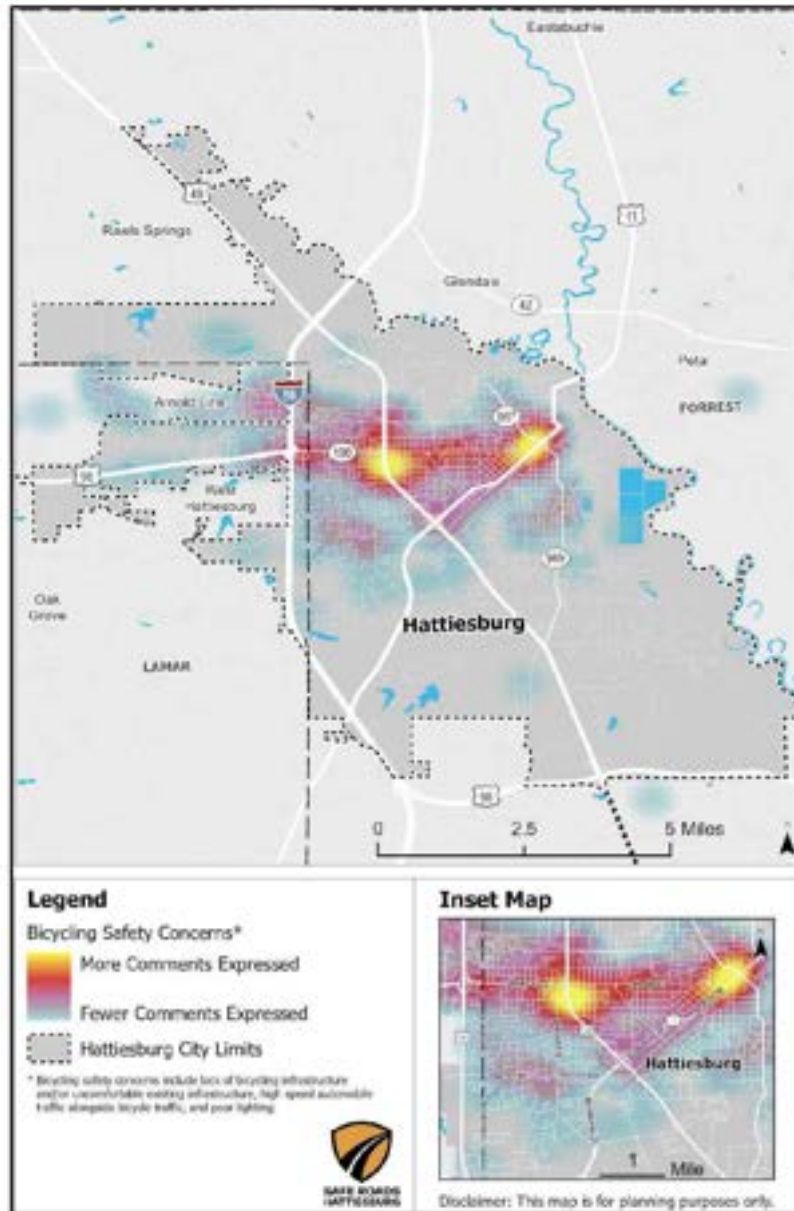


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Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary

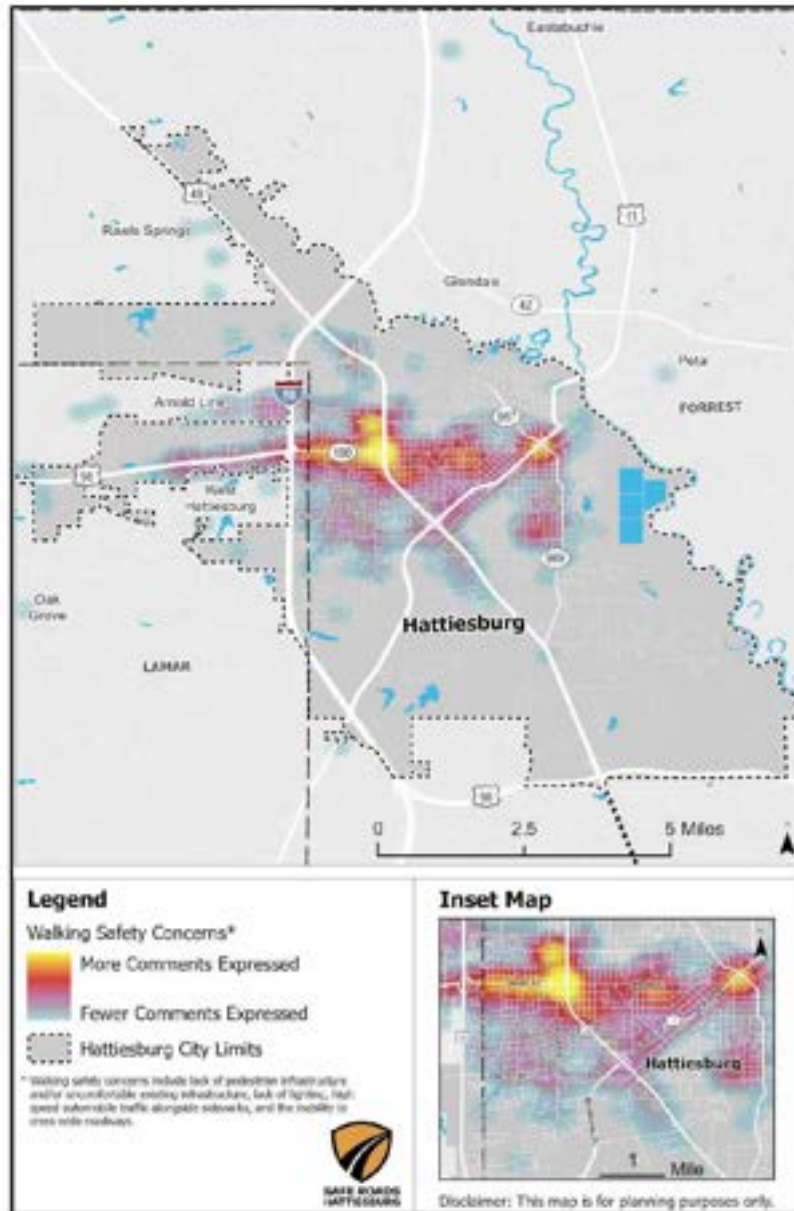


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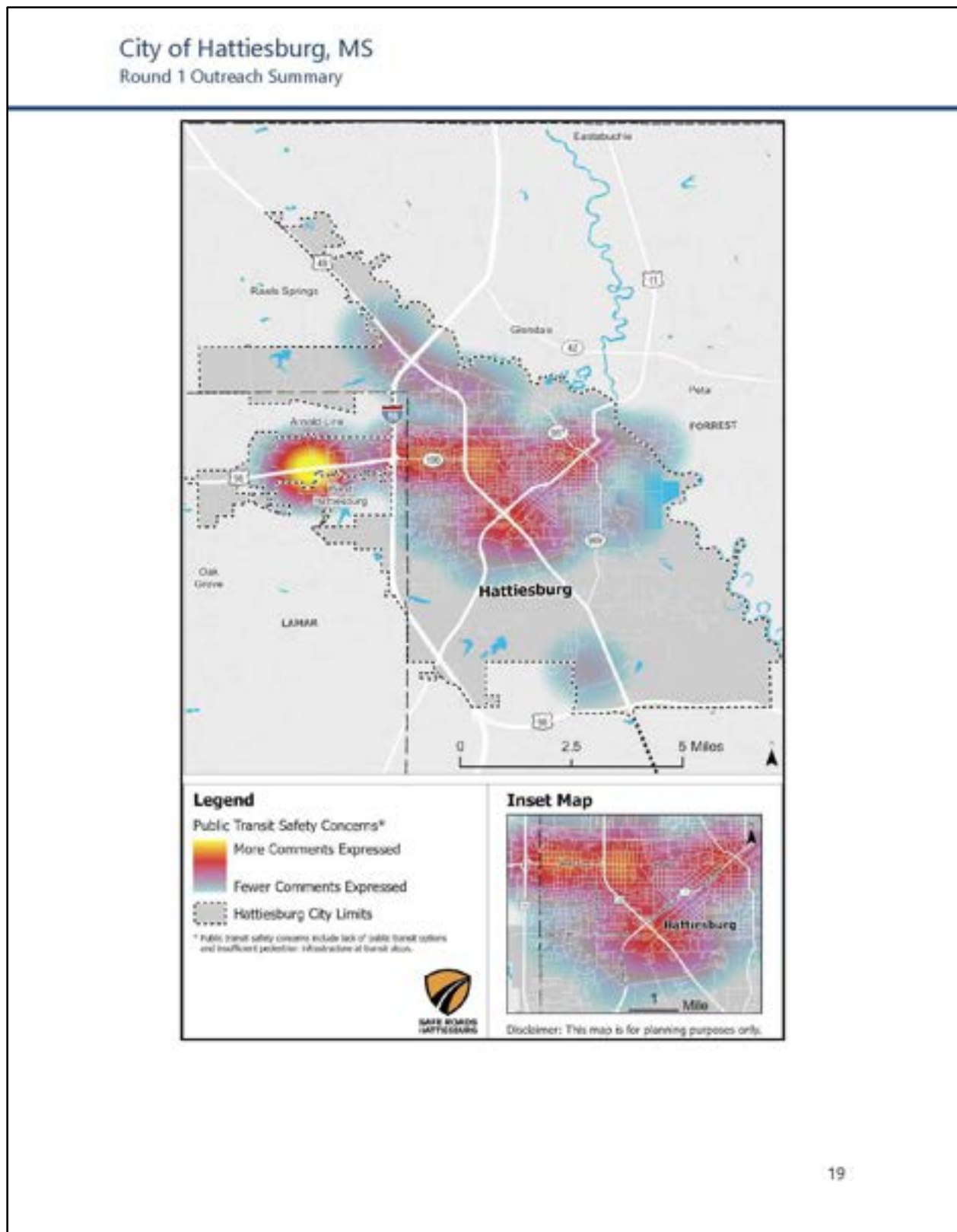
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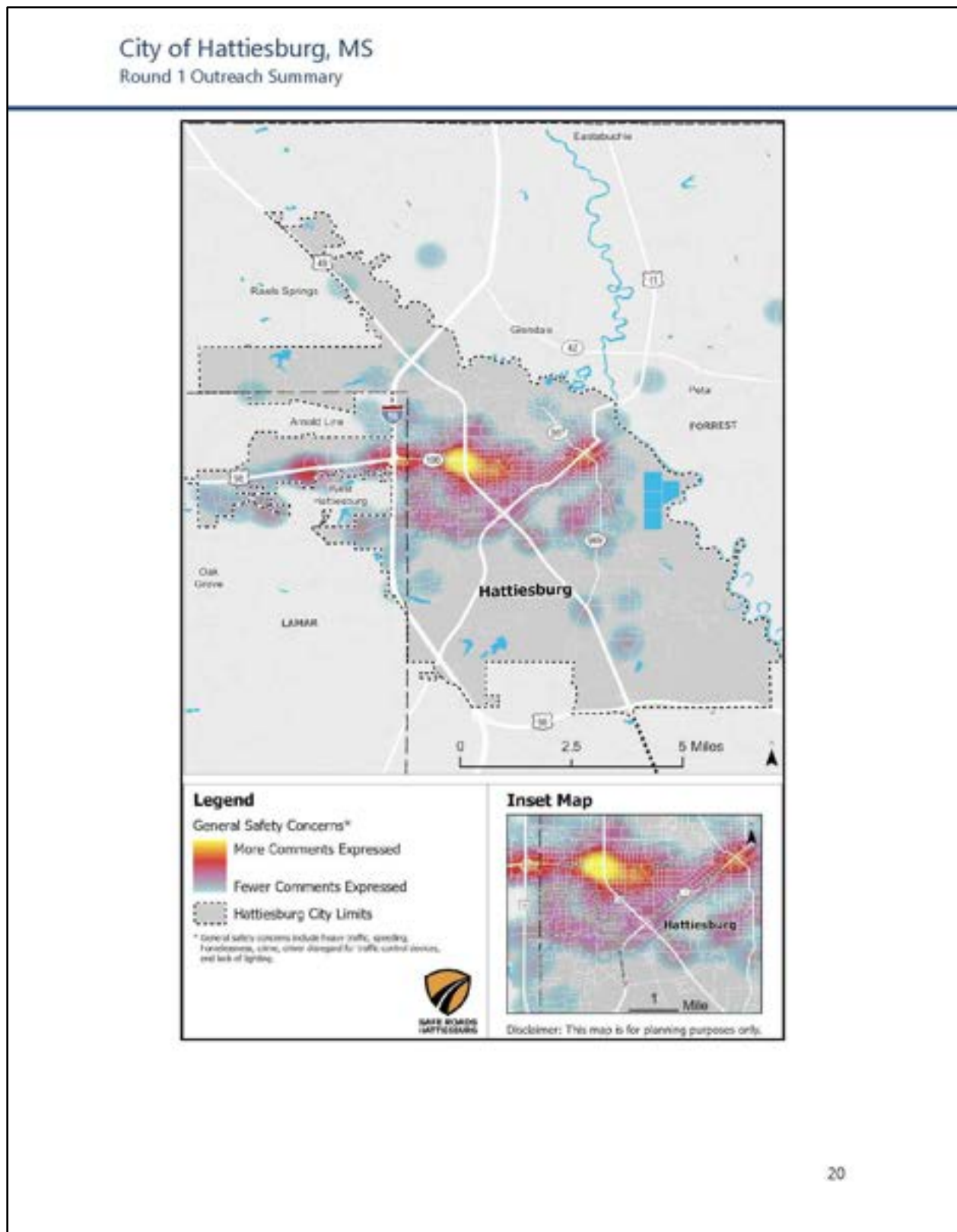
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Safety Action Plan



City of Hattiesburg, MS

Safety Action Plan



City of Hattiesburg, MS
Round 1 Outreach Summary

APPENDICES

City of Hattiesburg, MS

Round 1 Outreach Summary

Appendix A – Webpage Content



City of Hattiesburg, MS

Round 1 Outreach Summary

Appendix A – Webpage Content

Potential Project Benefits and Goals

- Identifying challenges and solutions to help make roadways in Hattiesburg safer for everyone
- Connecting missing links between existing sidewalk infrastructure
- Identifying roadways eligible for upgrades that help reduce speeds, provide safer pedestrian and bicycle traffic opportunities, and consider on-street parking or transit stops
- Making resources and opportunities equally available to all by using processes that are inclusive and actively represent the public
- Allowing the City of Hattiesburg to apply for implementation (capital construction) discretionary grant funds through the ST44 initiative

STORY MAP

Other Ways to be Involved

Come and find us at the events listed below to learn more about Safe Roads Hattiesburg or to provide feedback:

Chili and Bumbo Cookoff – Saturday, February 17 – 5:00 pm
Key & Natchez – 100 Natchez Street

Market – Saturday, March 22
Downtown Hattiesburg

Live at Five – Friday, April 5 – 5:00 pm
Town Square Park – 100 Main St.

Live at Five – Friday, April 19 – 5:00 pm
Town Square Park – 100 Main St.

Questions?

Your Name (required)

City of Hattiesburg, MS
Round 1 Outreach Summary

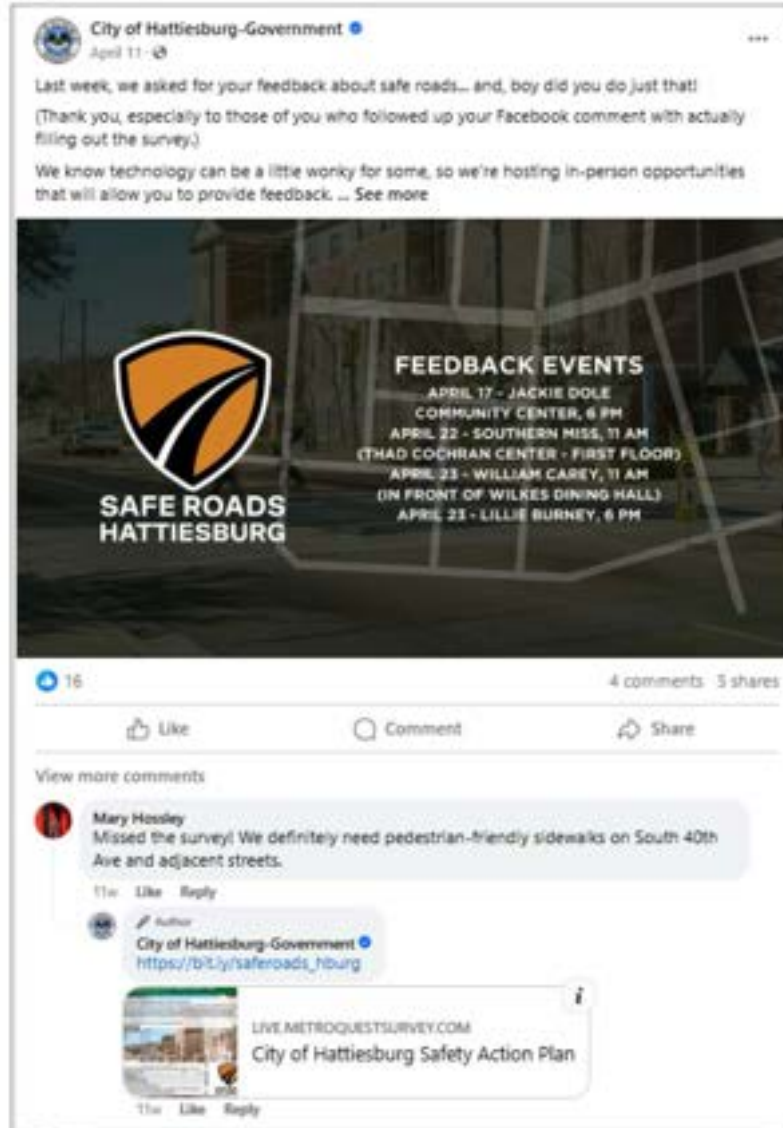
Appendix B – Social Media Posts



City of Hattiesburg, MS

Round 1 Outreach Summary

Appendix B – Social Media Posts



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix B – Social Media Posts



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary

Appendix C – Online Survey

The screenshot displays the first page of an online survey titled "City of Hattiesburg SS4A Safety Action Plan". The page is numbered "1" in the top left corner. A green header bar contains the title and a "Learn about this project before beginning the survey" link. Below the header, a "WELCOME" sidebar is on the left. The main content area features a large image of a street scene with a building in the background. Text on the page reads: "The City of Hattiesburg wants to hear from you!" followed by a paragraph explaining the purpose of the SS4A Safety Action Plan. Below this, a "Skip" button is visible. A list of primary risk factors is provided: Speeding, Impaired driving, Distracted driving, Unsafe road infrastructure, Unused motorcycle helmets, seat belts, & child restraints, and Insufficient law enforcement presence. A "Next" button is located at the bottom right of the main content area. On the right side of the survey, a vertical navigation bar lists the survey sections: "BEHAVIORAL SAFETY CONCERNS", "INFRASTRUCTURE SAFETY CONCERNS", "MAP MARKERS", and "FINAL QUESTIONS". The "INFRASTRUCTURE SAFETY CONCERNS" section is highlighted in yellow. At the bottom right of the survey interface, the "SAFE ROADS HATTIESBURG" logo is displayed.

1 City of Hattiesburg SS4A Safety Action Plan
Learn about this project before beginning the survey

WELCOME

The City of Hattiesburg wants to hear from you!
The City of Hattiesburg is developing a Safe Streets and Roads for All (SS4A) Safety Action Plan. The intent of the plan is to prepare a well-defined strategy to prevent roadway fatalities and serious injuries for all users. Your feedback will help the study team understand community safety concerns and priorities. This information will be used to develop the plan.
We appreciate your time to provide feedback!

Skip **Next**

Primary risk factors that contribute to traffic injuries and fatalities include:

- Speeding
- Impaired driving
- Distracted driving
- Unsafe road infrastructure
- Unused motorcycle helmets, seat belts, & child restraints
- Insufficient law enforcement presence

SAFE ROADS HATTIESBURG

BEHAVIORAL SAFETY CONCERNS
INFRASTRUCTURE SAFETY CONCERNS
MAP MARKERS
FINAL QUESTIONS

City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix C – Online Survey

The screenshot displays a web-based survey titled "Behavioral Risk Factor Ranking" with the subtitle "Rank the top three behavioral risk factors that you have observed in Hattiesburg." The interface features a vertical navigation bar on the left with five sections: "WELCOME", "BEHAVIORAL SAFETY CONCERNS", "INFRASTRUCTURE SAFETY CONCERNS", "MAP MARKERS", and "FINAL QUESTIONS". The "BEHAVIORAL SAFETY CONCERNS" section is currently active, indicated by a green highlight. Within this section, there is a list of seven risk factors, each in a white button with a grey border: "Improper Pedestrian Crossings", "Walking / Biking on the Wrong Side", "Seat Belt Usage", "Red Light / Stop Sign Running", "Speeding", "Distracted Driving", and "Impaired Driving". Above the list, a horizontal line separates the header from the items, with the instruction "Drag your top 3 items above this line in order of importance to you." and up/down arrow icons. To the right of the list, a text prompt reads: "Please drag 3 of the items above the line in your preferred order." The right side of the interface shows the other navigation items: "INFRASTRUCTURE SAFETY CONCERNS" (yellow highlight), "MAP MARKERS" (green highlight), and "FINAL QUESTIONS" (brown highlight). At the bottom right of the survey area, there is a small icon of a house.

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary

Appendix C – Online Survey

The screenshot displays a web-based survey titled "Infrastructure Risk Factor Ranking" with the subtitle "Rank the top five infrastructure risk factors that you have observed in Hattiesburg." The interface features a yellow header bar with navigation icons and a vertical sidebar on the left with menu items: "WELCOME", "BEHAVIORAL SAFETY CONCERNS", and "INFRASTRUCTURE SAFETY CONCERNS". The main content area has a yellow background and contains a horizontal line with the instruction "Drag your top 5 items above this line in order of importance to you." Below this line is a list of ten infrastructure risk factors, each in a white button: "Poor Roadway Design", "Lack of System Connectivity", "Lack of Pedestrian Infrastructure", "Emergency Response Time", "Lack of Roadway Lighting", "Insufficient Law Enforcement", "Lack of Bicycle Infrastructure", "Unsafe Intersections", and "Lack of Public Transportation". To the right of the list, text reads "Please drag 5 of the items above the line in your preferred order." The sidebar on the right includes "MAP MARKERS" and "FINAL QUESTIONS".

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary

Appendix C – Online Survey



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix C – Online Survey

The screenshot displays the 'Final Questions (Optional)' section of an online survey. On the left, a vertical navigation bar contains five items: 'WELCOME', 'BEHAVIORAL SAFETY CONCERNS', 'INFRASTRUCTURE SAFETY CONCERNS', 'MAP MARKERS', and 'FINAL QUESTIONS'. The 'FINAL QUESTIONS' item is highlighted in green. The main content area is titled 'You are almost done!' and includes a progress indicator showing five steps, with the fifth step being the current one. Below the title, there are several optional questions with input fields and dropdown menus. The questions are: 'What is your 5-digit home zip code?', 'What is your 5-digit work or school zip code?', 'What is your age group?', 'What is your race?', 'How many people live at your household?', 'What is your annual household income?', and 'How do you primarily travel around Hattiesburg?'. A 'Finish' button is located at the bottom of the question list. To the right of the questions, there is a 'Thank You!' section with a message, a 'Project Site' button, and social media sharing icons for Facebook, Twitter, and LinkedIn.

You are almost done!
Tell us about yourself! Please click the back button when you are done.

Final Questions (Optional)

- > What is your 5-digit home zip code?
12345
- > What is your 5-digit work or school zip code?
12345
- > What is your age group?
Select One
- > What is your race?
Select One
- > How many people live at your household?
Enter Number of People
60
- > What is your annual household income?
Select One
- > How do you primarily travel around Hattiesburg?
Select One

Click Finish after answering the questions you choose.

Finish

Thank You!
Thank you for completing this survey!

[Project Site](#)

Please help us involve other Hattiesburg residents by sharing this survey on social media!

[f](#) [t](#) [in](#)

City of Hattiesburg, MS

Round 1 Outreach Summary

Appendix D – Paper Survey

PUBLIC SURVEY #1

The City of Hattiesburg is developing a Safe Streets and Roads for All (SS4A) Safety Action Plan. The intent of the plan is to prepare a well-defined strategy to prevent roadway fatalities and serious injuries for all users. Your feedback will help the study team understand community safety concerns and priorities. This information will be used to develop the plan.

We appreciate your time to provide feedback!

The City of Hattiesburg wants to hear from you!

1. What behavioral risks are of greatest concern or importance to you on the City of Hattiesburg's transportation system?

Please rank your top three behavioral risks from 1 (most important to you) to 3 (least important to you).

Speeding	_____
Impaired Driving	_____
Walking / Biking on the Wrong Side of the Road	_____
Distracted Driving	_____
Red Light / Stop Sign Running	_____
Improper Pedestrian Crossings	_____
Seat Belt Usage	_____

2. What infrastructure risks are of greatest concern or importance to you on the City of Hattiesburg's transportation system?

Please rank your top five infrastructure risks from 1 (most important to you) to 5 (least important to you).

Lack of Pedestrian Infrastructure	_____
Lack of Public Transportation	_____
Lack of Roadway Lighting	_____
Unsafe Intersections	_____
Poor Roadway Design	_____
Emergency Response Time	_____
Lack of System Connectivity	_____
Lack of Bicycle Infrastructure	_____
Insufficient Law Enforcement	_____

City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix D – Paper Survey

PUBLIC SURVEY #1

3. During your daily commute or activities, what transportation safety challenges do you encounter when traveling around the City of Hattiesburg? What safety improvements would you suggest for walking, bicycling, roads, intersections, public transit, or general safety? (Example: Add sidewalks on May Avenue)

Please tell us a little about yourself.

4. How do you primarily travel around Hattiesburg? Check ONE below.

- ☐ Private Automobile
☐ Shared Automobile (Carpool)
☐ Walk
☐ Bicycle
☐ Motorcycle
☐ Public Transportation

5. What is your 5-digit home zip code (optional)? _____

6. What is your 5-digit school or work zip code (optional)? _____

7. What is your age range (optional)? Check ONE below.

- ☐ 0 to 15
☐ 16 to 24
☐ 25 to 40
☐ 41 to 54
☐ 55 to 64
☐ 65 and older

City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix D – Paper Survey

PUBLIC SURVEY #1

8. What is your race (optional)? Check ONE below.

- ☐ White
- ☐ Black or African American
- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ Hispanic or Latino
- ☐ Two or More Races
- ☐ Other _____

9. How many people live in your household (optional)? _____

10. What is your annual household income (optional)? Check ONE below

- ☐ Less than \$25,000
- ☐ \$25,001 - \$50,000
- ☐ \$50,001 - \$75,000
- ☐ \$75,001 - \$100,000
- ☐ \$100,001 - \$125,000
- ☐ Greater than \$125,000

11. Do you have other transportation safety concerns?

City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix E – Public Event Posters



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix E – Public Event Posters



SAFETY ACTION PLAN

SAFE STREETS AND ROADS FOR ALL

BEHAVIORAL RISK FACTOR RANKING

What are the top three behavioral risk factors that you have observed in Hattiesburg?

Category	Sticker
 Distracted Driving	
 Speeding	
 Seat Belt Usage	
 Improper Pedestrian Crossings	
 Red Light/Stop Sign Running	
 Impaired Driving	
 Walking/Biking on the Wrong Side	



www.hattiesburgms.com/safesroads



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix E – Public Event Posters



SAFETY ACTION PLAN

SAFE STREETS AND ROADS FOR ALL

INFRASTRUCTURE RISK FACTOR RANKING

What are the top five infrastructure risk factors that you have observed in Hattiesburg?

Category	Sticker
 Emergency Response Time	
 Lack of Pedestrian Infrastructure	
 Insufficient Law Enforcement	
 Unsafe Intersections	
 Lack of Bicycle Infrastructure	
 Lack of Public Transportation	
 Poor Roadway Design	
 Lack of Roadway Lighting	
 Lack of System Connectivity	



www.hattiesburgms.com/safesrb



City of Hattiesburg, MS
Round 1 Outreach Summary

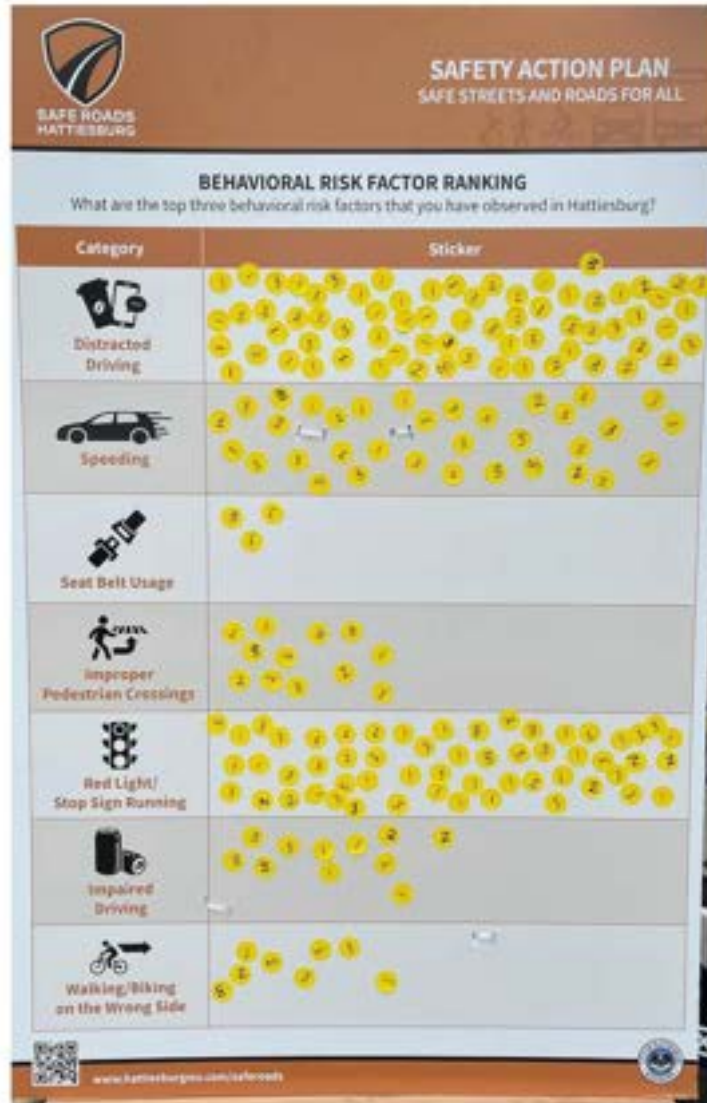
Appendix E – Public Event Posters



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

Keg & Barrel Chili & Gumbo Cookoff, February 17, 2024



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

Hattiesburg Downtown Arts and Musical Festival, Hubfest, March 23, 2024



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

Hattiesburg Town Square Park, Live at Five, April 5, 2024



City of Hattiesburg, MS

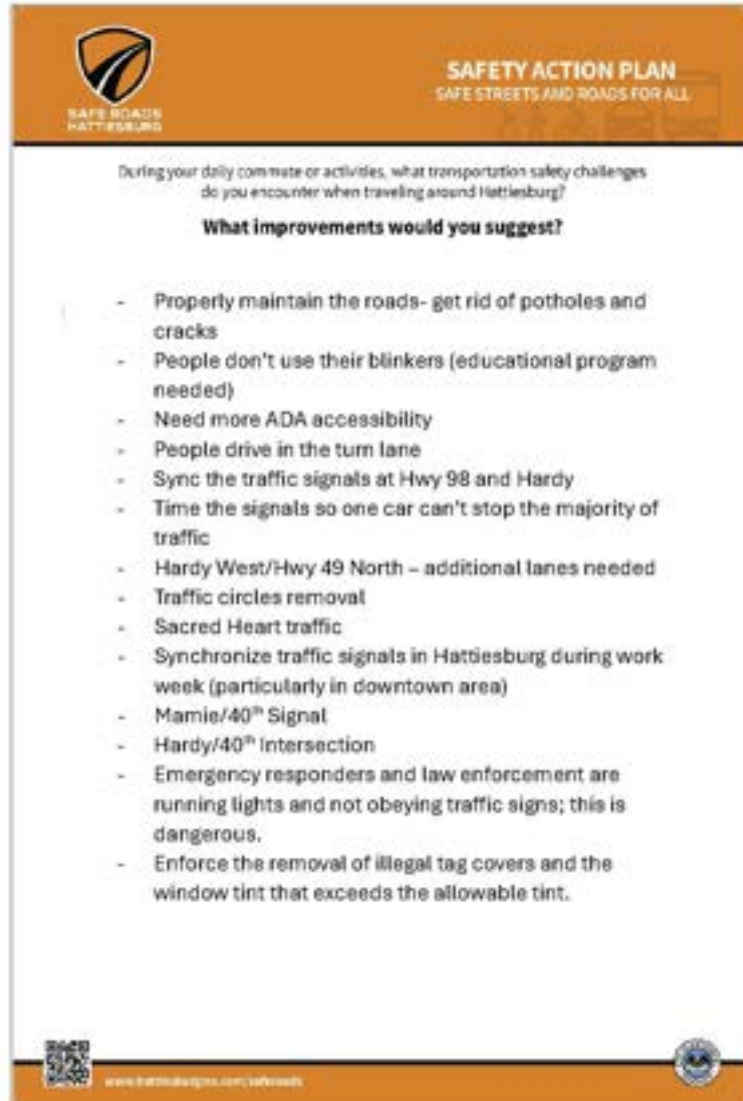
Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary



The image shows a survey card titled "SAFETY ACTION PLAN" with the subtitle "SAFE STREETS AND ROADS FOR ALL". It features the "SAFE ROADS HATTIESBURG" logo. The card asks respondents to identify transportation safety challenges and suggest improvements. A list of suggestions is provided, including road maintenance, blinker use, ADA accessibility, traffic signal synchronization, and enforcement of traffic laws. The card also includes a QR code and the website www.hattiesburgms.com/saferoads.

SAFETY ACTION PLAN
SAFE STREETS AND ROADS FOR ALL

SAFE ROADS HATTIESBURG

During your daily commute or activities, what transportation safety challenges do you encounter when traveling around Hattiesburg?

What improvements would you suggest?

- Properly maintain the roads- get rid of potholes and cracks
- People don't use their blinkers (educational program needed)
- Need more ADA accessibility
- People drive in the turn lane
- Sync the traffic signals at Hwy 98 and Hardy
- Time the signals so one car can't stop the majority of traffic
- Hardy West/Hwy 49 North – additional lanes needed
- Traffic circles removal
- Sacred Heart traffic
- Synchronize traffic signals in Hattiesburg during work week (particularly in downtown area)
- Mamie/40th Signal
- Hardy/40th Intersection
- Emergency responders and law enforcement are running lights and not obeying traffic signs; this is dangerous.
- Enforce the removal of illegal tag covers and the window tint that exceeds the allowable tint.

 www.hattiesburgms.com/saferoads 

City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

Jackie Dole Sherrill Community Center, Public Engagement Session, April 17, 2024

SAFETY ACTION PLAN
SAFE STREETS AND ROADS FOR ALL

BEHAVIORAL RISK FACTOR RANKING
What are the top three behavioral risk factors that you have observed in Hattiesburg?

Category	Sticker
Distracted Driving	1, 2
Speeding	1, 2, 3
Seat Belt Usage	
Improper Pedestrian Crossings	1, 2
Red Light/Stop Sign Running	1, 2
Impaired Driving	
Walking/Biking on the Wrong Side	

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City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 1 Outreach Summary



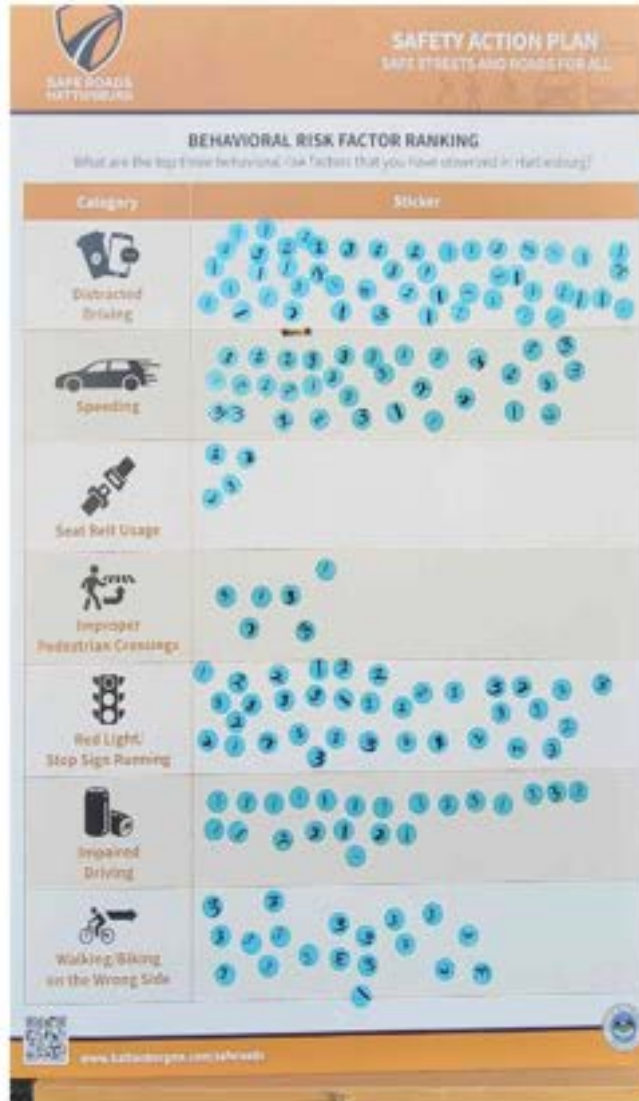
City of Hattiesburg, MS
Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

Hattiesburg Town Square Park, Live at Five, April 19, 2024



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary



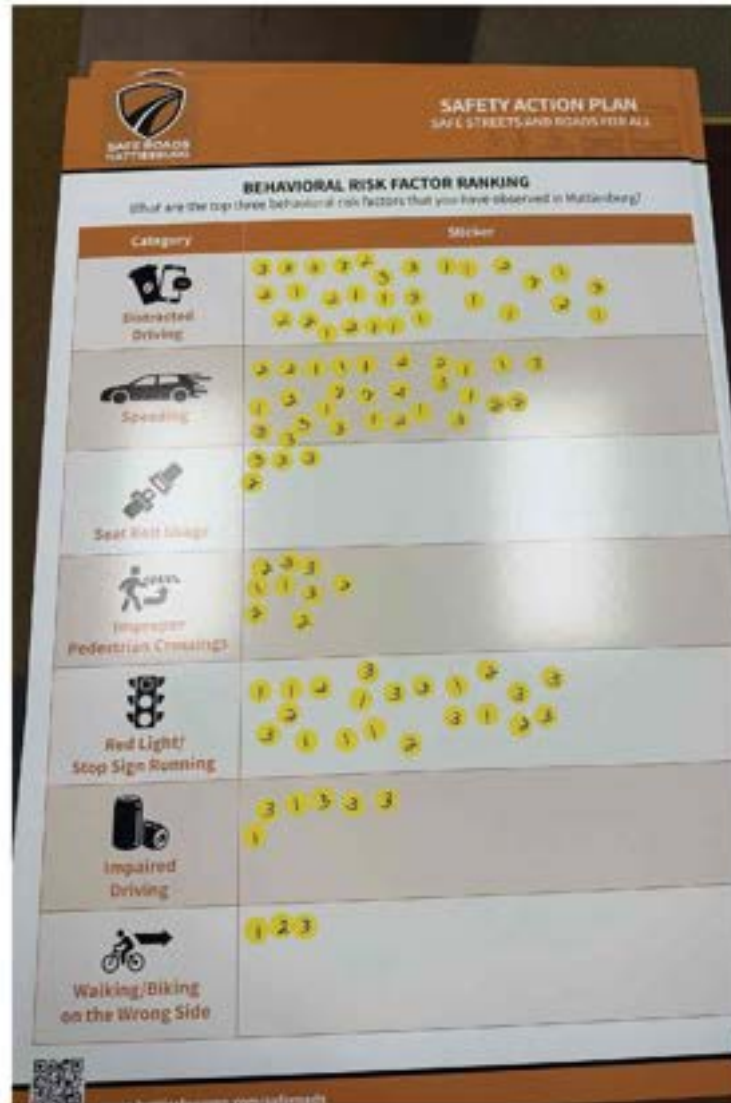
City of Hattiesburg, MS
Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

University of Southern Mississippi, Public Engagement Session, April 22, 2024



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary



SAFETY ACTION PLAN
SAFE STREETS AND ROADS FOR ALL

During your daily commute or activities, what transportation safety challenges do you encounter when traveling around Hattiesburg?

What improvements would you suggest?

- Mary Dean Keyes – 850-261-7950 – Missing street signs in some neighborhoods, turn lanes on 98 not being used as turn lanes, people just drive in them, non-reflective street signs all over town
- Jeff and Penni Frazier - 601-408-8286 - Enforcing of the speed limits, No one stopping at lights and stop signs, People passing and driving dangerously
- Light at 38th & 4th
- Need another left turn lane off of Hardy going north onto Hwy 49
- Service Road/7th Street
- 4th Street Speeding between CP H&S
- Crosswalk to nowhere near Southbound bagels
- Merging onto Hardy coming off I-59
- Weathersby/98 proximity to I 59 & Oak Grove Rd

www.kathindesigns.com/safesroads

City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

William Carey University, Public Engagement Session, April 23, 2024



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

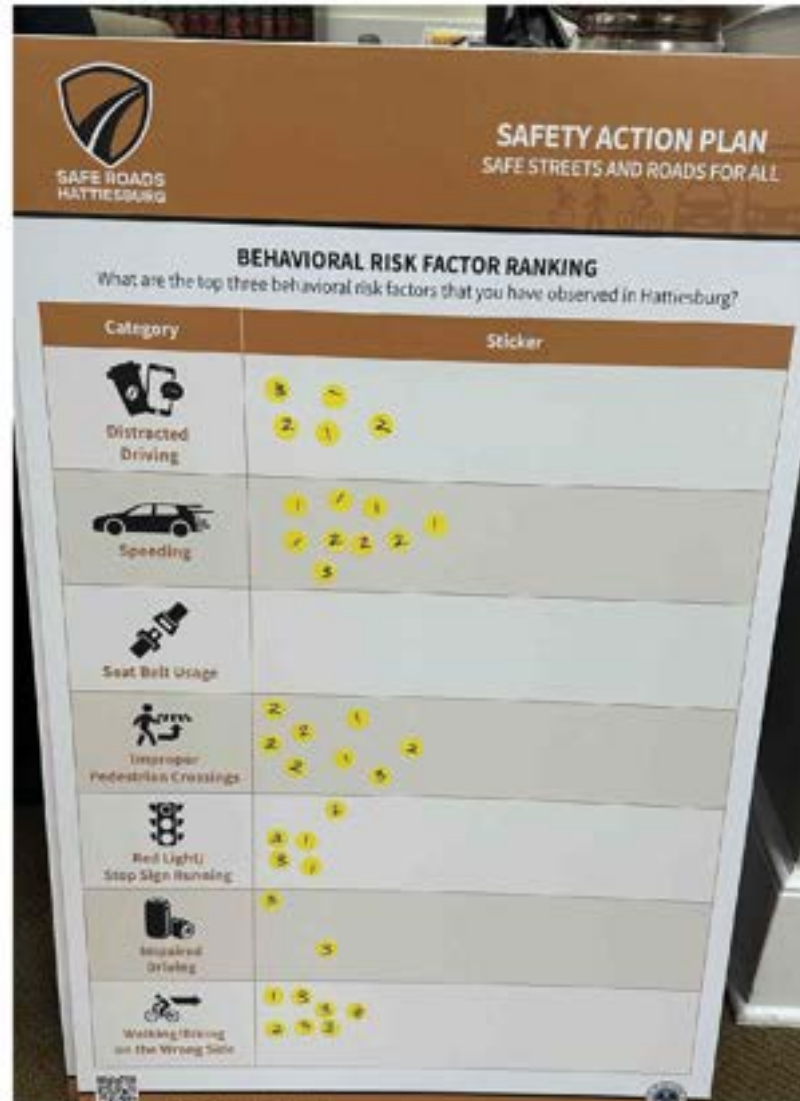
Round 1 Outreach Summary



City of Hattiesburg, MS
Round 1 Outreach Summary

Appendix F – Public Event Feedback

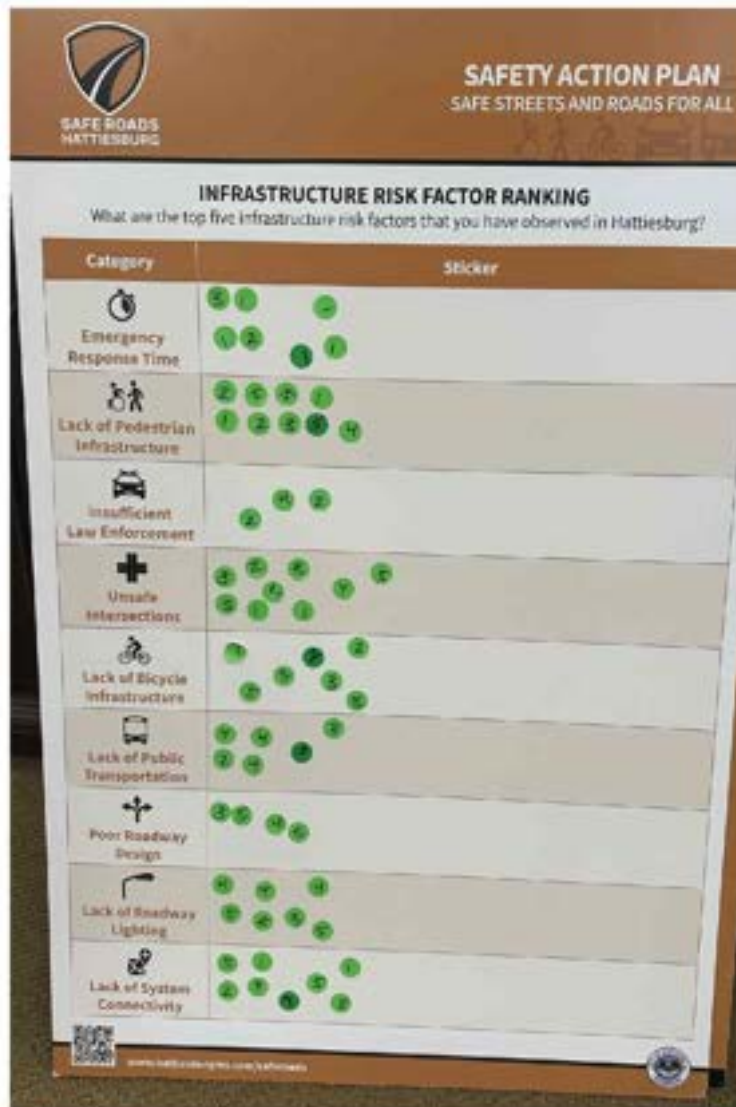
Lillie Burney Learning Center, Public Engagement Session, April 23, 2024



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 1 Outreach Summary



City of Hattiesburg, MS Round 1 Outreach Summary



SAFETY ACTION PLAN

SAFE STREETS AND ROADS FOR ALL

During your daily commute or activities, what transportation safety challenges do you encounter when traveling around Hattiesburg?

What improvements would you suggest?

- D. Rank - Lighting improvements are needed in remote areas of the Irene Chapel neighborhood (e.g. Rouse Rd). Also repair/replace speed bumps on McCas Street. Pedestrian infrastructure needed in the Irene Chapel neighborhood. Sidewalks connecting McCas St to Edwards St would link neighborhood to WCU and downtown. Streets in Irene Chapel haven't been paved in nearly 20 years. There critical infrastructure needs an update. I don't think it's practical to have sidewalks all over where possible. However, we do see pedestrians walking on the wrong side of the street. I feel that speeding is an issue, particularly during rush hour in mornings and evenings.
- Cars constantly run stop sign at 300 block of Barry St in front of First Tee program.
- Cars drive very fast on 200 block of Barry in area where children are present.
- Lack of speed limit signs. Potholes/street paving needs to be done. Trees impeding streetlights on poles.
- No good lighting on Fredna. Speeding on Fredna & MLK. No speeding signs on Fredna. No sidewalks on Fredna Ave, Arledge St. No sidewalk on Lincoln Rd near church at 1895 Lincoln Rd.
- 174 WSF Satum - there are no lines on the road heading to N R Burger school.
- Speeding on County Club Rd. Lights on speed bumps.
- 49 South & 174 WSF Satum turning into NR Burger needs painting
- JC Kingworth - barrier stakes needed in the curve down from Steelmark Grocery
- Speeding on Dumas Ave & JC Kingworth
- 174 WSF Satum & 49 North streetlight needs to be removed - it obstructs the view looking back south
- Weathersby Rd & Hardy Hwy 58 East turning lanes
- Quinn & Hutchinson - stop sign off Quinn is in the street
- Grace Ave - Need sidewalks for students who have to walk in the street
- Barry Street meeting Ellis Ave stop sign - the stop sign is not visible due to a tree in a resident's yard
- Unsafe intersection at William Carey Parkway & US 49 - blind spots
- Sidewalks in the older sections of the city
- Traffic light at Edwards St & Hall Ave - light holds for too long
- Bicycle cops on walking trails
- There is not a way for someone walking to get around the city using sidewalks and walking trails.
- Crosswalk markings are needed at Tuscan Ave at William Carey's new medical school
- Children behavior while riding in cars



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Appendix C: Outreach Summary Round 2



**SAFE ROADS
HATTIESBURG**



SAFE STREETS & ROADS FOR ALL (SS4A)

Safety Action Plan

Round 2 Outreach Summary

October 2024

Beyond
COMMUNICATION LLC
Engaging. Collaborating. Achieving.

NS NEEL-SCHAFER

City of Hattiesburg, MS
Round 2 Outreach Summary

Table of Contents

1.0 Introduction

2.0 Communications

2.1 Webpage

2.2 Social Media

3.0 Stakeholder Meeting

4.0 Survey

5.0 Public Feedback

APPENDICES

Appendix A: Webpage Content

Appendix B: Social Media Posts

Appendix C: Stakeholder Presentation

Appendix D: Online Survey

City of Hattiesburg, MS Round 2 Outreach Summary

1.0 Introduction

The second round of outreach for the Hattiesburg Safety Action Plan is also known as the Evaluating Options phase. During this phase, the planning team presented a summary of findings and public input and showed how this input was used. The planning team also requested stakeholder and public input on project locations and strategies being considered to improve transportation safety in the City.

Multiple forms of outreach were utilized in Round 2. Project communication methods included the project webpage and social media posts. A meeting was held to request input from the stakeholder group, and an online survey was developed and distributed to residents throughout the City.

This report describes all outreach activities for Round 2 and summarizes public feedback from stakeholders and survey respondents.

2.0 Communications

2.1 Webpage

The City of Hattiesburg continued to update the following project landing page within the City's website: <https://www.hattiesburgms.com/saferoads/>. The webpage was used to provide plan development updates and to request public participation in the Round 2 survey. The ESRI Story Map was also updated during the second round of outreach. A screenshot of some of the webpage content shared during this round can be viewed in **Appendix A**.

2.2 Social Media

The City of Hattiesburg posted several announcements on their Facebook page throughout the second round of outreach to request survey participation. Copies of social media posts released during the second round of outreach are included in **Appendix B**.

3.0 Stakeholder Meeting

The stakeholder group was invited to participate in a virtual Stakeholder Meeting on September 4, 2024. During the meeting, the consultant provided an update on the planning process. Public engagement results for Round 1 were presented as well as results from the equity analysis and crash analysis. The consultant shared the next steps of the project including activities planned for Round 2 of public engagement. Stakeholders participated in a live polling exercise to offer feedback on transportation safety strategies. A link to the Round 2 survey was sent to all stakeholders immediately following the meeting. A copy of the stakeholder presentation is included in **Appendix C**.

City of Hattiesburg, MS

Round 2 Outreach Summary

4.0 Survey

The MetroQuest platform was used to develop another online interactive survey to obtain stakeholder and public feedback for the Safety Action Plan. This survey was available in both English and Spanish.

Respondents were asked to rank proposed systemwide strategies to address distracted driving, red light / stop sign running, speeding, unsafe intersections, and poor roadway design. Top road segments and intersections based on crash rates were shown on a map, and respondents were asked to identify these locations as low, medium, or high priorities. Another portion of the survey gave respondents the opportunity to rank multimodal strategies to improve bicycle and pedestrian safety. Optional demographic data was collected on the last page of the survey. Screenshots of the five survey slides are shown in **Appendix D**.



MetroQuest online portal

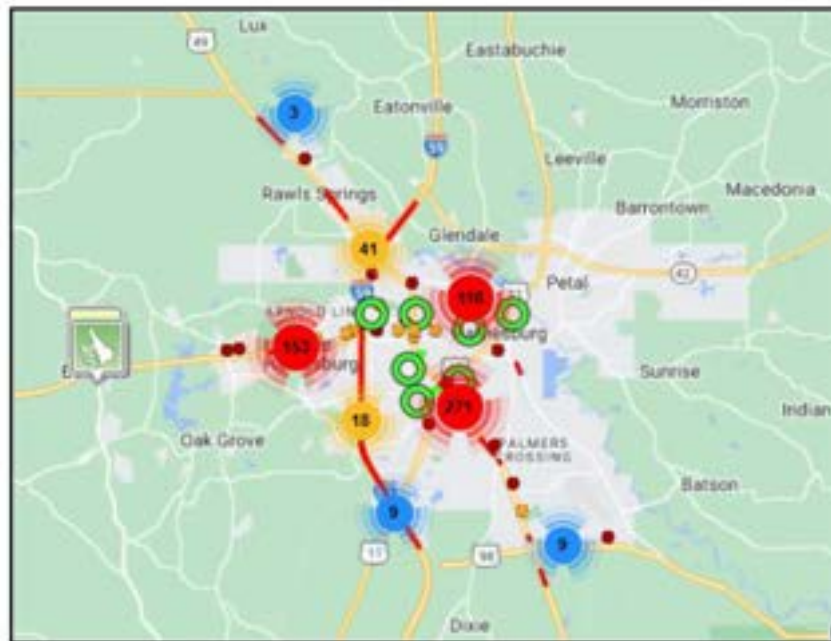
City of Hattiesburg, MS Round 2 Outreach Summary

5.0 Public Feedback

A total of 196 people responded to the online survey. The tables on the following pages display the ranking results of the survey strategies based on age group, minority status, and poverty status. The average ranking shown at the bottom of each table is for all respondents including those who opted not to provide demographic information. Higher values reflect higher rankings.

Roadway segments and intersections were prioritized by respondents as low, medium, or high for safety improvements. These results were used to determine local priority during the project prioritization analysis.

Location Prioritization



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary

Ranking of Strategies to Reduce Distracted Driving

		Graduated Driver Licensing (GDL) Education	High Visibility Cell Phone Enforcement	Communications and Outreach on Distracted Driving	Employer Programs
Age	16-24	3.13	3.50	3.00	3.00
	25-40	3.95	3.57	3.05	3.29
	41-64	3.94	4.38	3.42	3.26
	65+	4.18	4.32	3.77	3.29
Minority	No	3.92	4.14	3.32	3.23
	Yes	3.75	4.50	3.00	3.40
Poverty	No	3.95	4.05	3.35	3.30
	Yes	4.50	5.00	4.50	4.50
Average Ranking (All Respondents)		3.88	4.01	3.28	3.27

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary

Ranking of Strategies to Reduce Red Light / Stop Sign Running

		Improve Awareness of Signals	Higher Penalties	Improve Signal Visibility	Eliminate Stops
Age	16-24	3.25	3.43	4.13	3.38
	25-40	4.21	3.24	4.09	3.80
	41-64	3.69	4.10	3.67	3.35
	65+	4.29	4.10	4.24	3.15
Minority	No	3.94	3.77	3.93	3.48
	Yes	4.25	4.00	4.60	4.20
Poverty	No	4.01	3.75	3.96	3.62
	Yes	4.50	5.00	5.00	2.00
Average Ranking (All Respondents)		3.96	3.73	3.97	3.44

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary							
Ranking of Strategies to Reduce Speeding							
		Modify Speed Limits	Traffic Law Enforcement	Dynamic Speed Display / Feedback Signs	Higher Penalties	Traffic Calming	Officer Assisted Speed Cameras
Age	18-34	2.75	3.63	3.88	2.88	4.00	2.00
	35-40	3.00	3.25	3.66	3.22	3.00	3.00
	41-64	3.22	4.18	3.88	3.58	3.45	3.00
	65+	3.52	4.43	3.88	4.00	2.75	3.38
Minority	No	3.12	3.80	3.88	3.88	3.38	2.80
	Yes	3.25	4.25	3.88	3.25	3.88	3.25
Poverty	No	3.22	3.88	3.88	3.42	3.88	2.88
	Yes	4.00	5.00	4.00	5.00	5.00	5.00
Average Ranking -		3.33	3.86	3.82	3.33	3.48	2.85
(40 Respondents)							

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary

Ranking of Strategies to Improve Safety at Intersections

		Corridor Access Management	Dedicated Left and Right Turn Lanes at Intersections	Roundabouts	Low-cost Countermeasures at Stop-Controlled Intersections	Lighting
Age	16-24	4.25	4.88	3.75	4.00	4.50
	25-40	4.19	4.16	4.20	4.17	4.53
	41-64	3.92	4.34	3.55	3.78	3.82
	65+	4.00	4.76	3.40	4.15	4.48
Minority	No	3.96	4.39	3.76	3.93	4.18
	Yes	4.60	5.00	4.00	4.60	5.00
Poverty	No	4.02	4.43	3.88	3.98	4.23
	Yes	4.50	4.50	4.50	5.00	4.50
Average Ranking (All Respondents)		4.08	4.38	3.78	3.99	4.24

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary

Ranking of Strategies to Improve Safety on Roadways

		Add Lighting	Roadway Striping and Signage	Roadway Maintenance	Road Diet	Add Multimodal Accommodations
Age	16-24	4.63	4.88	4.75	2.75	4.13
	25-40	4.42	4.58	4.79	3.49	4.49
	41-64	4.24	4.28	4.63	3.45	4.38
	65+	4.43	4.57	4.81	2.95	3.76
Minority	No	4.33	4.46	4.69	3.37	4.23
	Yes	5.00	5.00	5.00	4.40	5.00
Poverty	No	4.37	4.49	4.71	3.41	4.24
	Yes	5.00	5.00	5.00	4.50	4.50
Average Ranking (All Respondents)		4.35	4.47	4.73	3.37	4.23

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary								
Ranking of Strategies to Improve Bicycle, Pedestrian, and Transit Safety								
		Add Bicycle Lanes	Crosswalk Visibility Enhancements	Add More Walkways (Shared Use Path, Sidewalk, Shoulder)	Road Cuts	Medians and Pedestrian Refuge Islands	Pedestrian Hybrid and Rectangular Rapid Flashing Beacons	Public Transportation Improvements
Age	18-24	3.86	4.41	4.41	3.30	4.14	4.29	4.71
	25-40	4.31	4.40	4.70	3.58	4.14	4.07	3.81
	41-64	3.60	4.08	4.14	3.11	3.88	3.52	3.41
	65+	3.80	4.30	4.11	2.78	4.11	4.17	3.36
Mileage	No	3.71	4.24	4.32	3.30	4.00	3.85	3.52
	Yes	3.75	3.00	3.00	4.20	4.80	3.00	3.75
Poverty	No	3.77	4.04	4.32	3.34	4.04	3.00	3.48
	Yes	4.58	4.50	4.00	4.00	4.50	4.50	4.00
Average Ranking (All Respondents)		3.77	4.26	4.37	3.30	4.03	3.84	3.61

City of Hattiesburg, MS
Round 2 Outreach Summary

APPENDICES

City of Hattiesburg, MS Round 2 Outreach Summary

Appendix A – Webpage Content



City of Hattiesburg, MS Round 2 Outreach Summary

TAKE THE SURVEY



Dear Residents,

The City of Hattiesburg is moving forward with the development of the Safe Roads Hattiesburg project, a safety action plan for our transportation system. This message is to update you on the progress we have made, to thank you for your input, and to encourage your continued involvement in this important cause.

The project, which comes to us through a Safe Streets and Roads for All (SS4A) planning grant, will improve transportation safety in Hattiesburg by identifying strategies and projects to significantly reduce or eliminate fatalities and serious injuries. This will be accomplished through implementation of the following:

- better planning standards and road design
- policy review and revision activities
- new safety strategies and projects

During the first outreach phase of the project in Spring of 2024, we asked that you identify your perceived transportation safety needs within Hattiesburg.

Overall, the 1,236 respondents ranked distracted driving as their top behavioral concern, followed by red light/stop sign running and speeding. Respondents ranked unsafe intersections as their top infrastructure concern followed by a lack of pedestrian infrastructure. Poor roadway design and lack of roadway lighting were ranked as third and fourth.

Now, in the second outreach phase of the project, we are asking you to prioritize the strategies and locations identified to address these safety concerns by taking the Hattiesburg Safety Action Plan Round 2 Survey. This short survey will be available from Tuesday, August 20 – Tuesday, September 10, 2024.

This fall, transportation planners will analyze the results and then develop the draft Hattiesburg Safety Action Plan. At that time, we will again invite you to be engaged by reviewing and making any comments on the draft plan. All input will be considered carefully before final decisions.

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary

are made. The final Safe Roads Hattiesburg Safety Action Plan is expected to be completed by December of 2024. It will allow the City to apply for implementation grants for capital projects.

Thank you for your continued interest and input. Together we are building a safer, more reliable transportation system that we can sustain for generations to come.

All the best,

Tiffany Blackmon
Mayor

TAKE THE SURVEY

Potential Project Benefits and Goals

- (1) Identifying challenges and solutions to help make roadways in Hattiesburg safer for everyone
- (2) Connecting missing links between existing sidewalk infrastructure
- (3) Identifying roadways eligible for upgrades that help reduce speeds, provide safer pedestrian and bicycle traffic opportunities, and consider on-street parking or transit stops
- (4) Making resources and opportunities equally available to all by using processes that are inclusive and accurately represent the public
- (5) Allowing the City of Hattiesburg to apply for implementation (capital construction) discretionary grant funds through the SS4A initiative

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City of Hattiesburg, MS
Round 2 Outreach Summary

STORY MAP

Questions?

Your Name (required)

Your Email (required)

Subject

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City of Hattiesburg, MS
Round 2 Outreach Summary

Your Message

Send

Quick Links

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[Jobs](#)

[Mayor Toby Barker](#)

[Hattiesburg City Council](#)

[City Services](#)

Get In Touch

[Facebook](#)

[Twitter](#)

[YouTube](#)

[info@hattiesburgms.com](#)

[Action Line](#)

Upcoming Events

There are no upcoming events at this time.

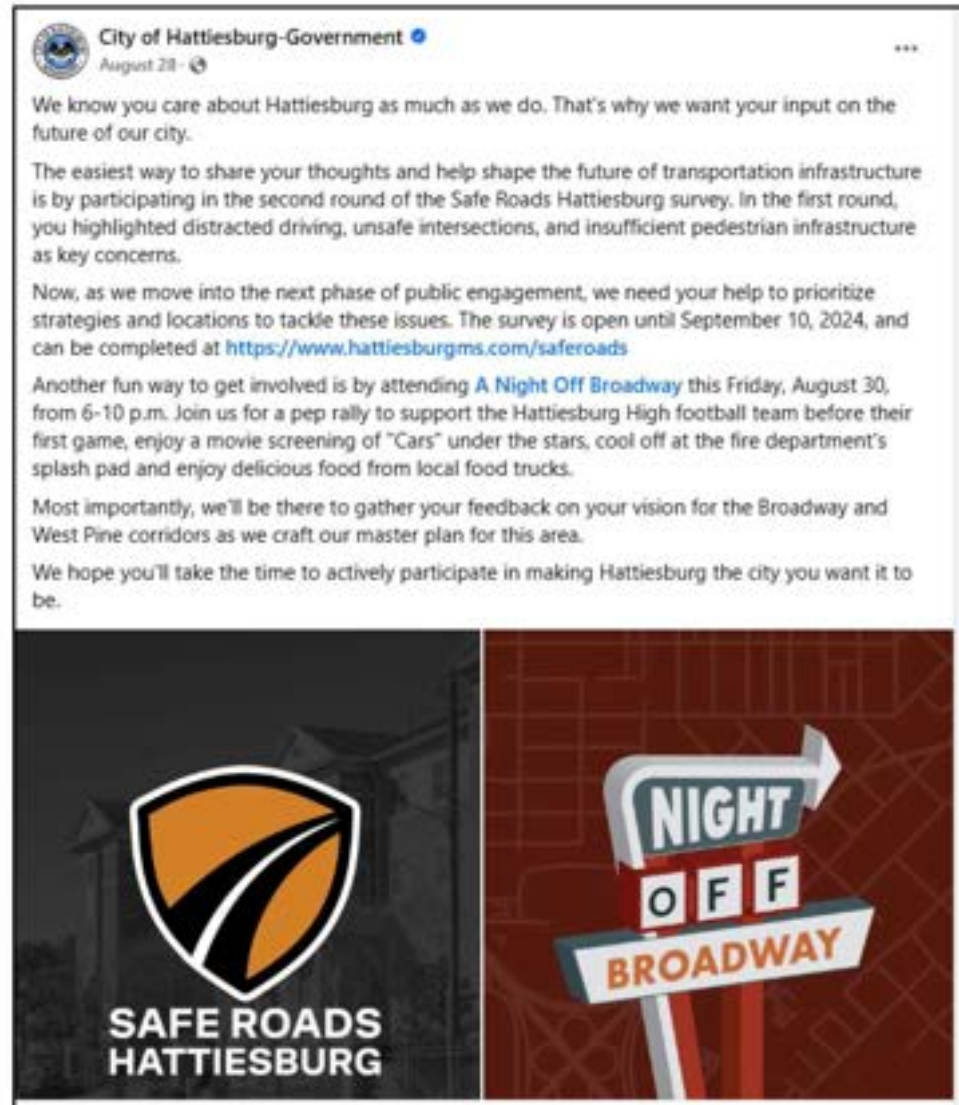
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City of Hattiesburg, MS
Round 2 Outreach Summary

Appendix B – Social Media Posts



City of Hattiesburg, MS
Round 2 Outreach Summary



City of Hattiesburg-Government •
August 28 •

We know you care about Hattiesburg as much as we do. That's why we want your input on the future of our city.

The easiest way to share your thoughts and help shape the future of transportation infrastructure is by participating in the second round of the Safe Roads Hattiesburg survey. In the first round, you highlighted distracted driving, unsafe intersections, and insufficient pedestrian infrastructure as key concerns.

Now, as we move into the next phase of public engagement, we need your help to prioritize strategies and locations to tackle these issues. The survey is open until September 10, 2024, and can be completed at <https://www.hattiesburgms.com/saferoads>

Another fun way to get involved is by attending **A Night Off Broadway** this Friday, August 30, from 6-10 p.m. Join us for a pep rally to support the Hattiesburg High football team before their first game, enjoy a movie screening of "Cars" under the stars, cool off at the fire department's splash pad and enjoy delicious food from local food trucks.

Most importantly, we'll be there to gather your feedback on your vision for the Broadway and West Pine corridors as we craft our master plan for this area.

We hope you'll take the time to actively participate in making Hattiesburg the city you want it to be.



City of Hattiesburg, MS
Round 2 Outreach Summary

Appendix C – Stakeholder Presentation



The slide is a presentation slide for a stakeholder meeting. It features a header with the 'SAFE ROADS HATTIESBURG' logo and the title 'SAFETY ACTION PLAN Safe Streets and Roads for All'. Below this is a large orange banner with the text 'Stakeholder Meeting'. Underneath the banner, it says 'City of Hattiesburg, Mississippi' and 'September 4, 2024'. There are silhouettes of a pedestrian, a cyclist, a car, and a person in a wheelchair. The City of Hattiesburg seal is in the bottom right corner. The main content area has an orange banner with the word 'Agenda' and a list of topics. To the right of the list is a photograph of a city street with a brick building. At the bottom, there is a small orange banner with the text 'Hattiesburg Safety Action Plan'.

SAFE ROADS HATTIESBURG

SAFETY ACTION PLAN
Safe Streets and Roads for All

Stakeholder Meeting

City of Hattiesburg, Mississippi

September 4, 2024

Agenda

- Introductions
- Overview of SS4A Program
- Planning Process
- Round 1 Outreach Summary
- Crash Analysis
- Equity Analysis
- Review of Policies & Procedures
- Review of Existing Plans
- Next Steps
- Interactive Polling

Hattiesburg Safety Action Plan

City of Hattiesburg, MS
Round 2 Outreach Summary



Introductions

Neel-Schaffer, Inc.



Mike Essary



Vijay Kuriada



Becky Rogers

Beyond Communication, LLC



Donna Lorn Strunk

Steering Committee

- Toby Barker – Mayor
- Marybeth Bergin – City Engineer
- Ann Jones – CAO
- Hunter White – Transportation/Engineering
- Capt. Charles Johnson – Police Department
- Cory Long – Planning
- Tate Rutland and John Austin Arender – Communications
- Betsy Mercier – Parks & Recreation

3 Hattiesburg Safety Action Plan



Overview of SS4A Program

- \$5 Billion over 5 years (2022 - 2026)
- Funds regional and local initiatives to prevent roadway deaths and serious injuries
- Grant types:
 - **Planning and Demonstration Grants** to develop, complete, or supplement a comprehensive Safety Action Plan
 - **Implementation Grants** to implement projects and strategies identified in a Safety Action Plan
 - Infrastructure, behavioral, and/or operational projects
 - Demonstration activities, supplemental planning, and project-level planning, design, and development
 - Eligible Safety Action Plan required prior to application

4 Hattiesburg Safety Action Plan

City of Hattiesburg, MS
Round 2 Outreach Summary



City of Hattiesburg, MS
Round 2 Outreach Summary



Planning Process – Action Plan Development

This plan follows SS4A guidance as shown below:

1. Leadership Commitment and Goal Setting
2. Planning Structure
3. Safety Analysis
4. Engagement and Collaboration
5. Equity Considerations
6. Policy and Process Changes
7. Strategy and Project Selections
8. Progress and Transparency



Hattiesburg Safety Action Plan



Planning Process: Public Outreach

ROUND 1: LISTENING AND LEARNING

Introduce the planning process and seek input on the community's goals, needs, and priorities.

ROUND 2: EVALUATING OPTIONS

Present a summary of findings and public input, show how this input was used, and seek input on the projects and solutions being considered to improve safety in the City.

ROUND 3: REVIEWING THE DRAFT PLAN

Present an updated summary of findings and public input and seek feedback on the Draft Plan.

Hattiesburg Safety Action Plan

City of Hattiesburg, MS Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary



Round 1 Outreach: Communications

Webpage



News Media



Social Media



Hattiesburg Safety Action Plan



Round 1 Outreach: Survey



(Also available in Spanish and paper versions)

Hattiesburg Safety Action Plan

City of Hattiesburg, MS
Round 2 Outreach Summary



Round 1 Outreach: Events

- Keg & Barrel Chili & Gumbo Cookoff, February 17th
- Hubfest, March 23rd
- Live at Five, April 5th
- Jackie Dole Sherill Community Center, April 17th
- Live at Five, April 19th
- University of Southern Mississippi, April 22nd
- William Carey University, April 23rd
- Lillie Burney Learning Center, April 23rd
- University of Southern Mississippi, May 7th



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Hattiesburg Safety Action Plan



Round 1 Outreach: Dot Activity



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Hattiesburg Safety Action Plan

City of Hattiesburg, MS
Round 2 Outreach Summary



Round 1 Outreach: Summary & Feedback



SAFE STREETS & ROADS FOR ALL USAR
Safety Action Plan
Round 1 Outreach Summary
DRAFT 04/2024
NEEL-SCHAFER

Outreach Participants:

- 906 survey respondents
- 330 dot activity participants

Top Behavioral Risk Factors:

- Distracted Driving
- Red Light / Stop Sign Running
- Speeding

Top Infrastructure Risk Factors:

- Unsafe Intersections
- Lack of Pedestrian Infrastructure
- Poor Roadway Design
- Lack of Roadway Lighting

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Hattiesburg Safety Action Plan



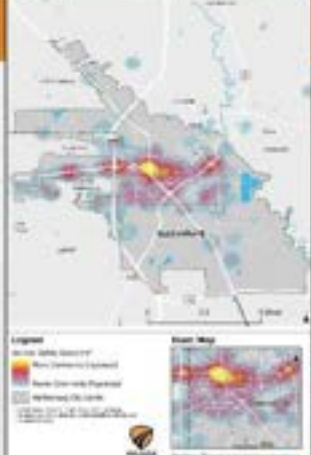
Round 1 Outreach: Feedback

Identify Transportation Challenges
Click and drag markers to identify safety concerns. Click and drag to zoom in and out of map.

MAP MARKERS

- Existing Safety Concerns
- Proposed Safety Concerns
- Road Safety Concerns
- Intersection Safety Concerns
- Public Transit Safety Concerns
- Other Safety Concerns





Legend

- Existing Safety Concerns
- Proposed Safety Concerns
- Road Safety Concerns
- Intersection Safety Concerns
- Public Transit Safety Concerns
- Other Safety Concerns

Inset Map

Map of the United States showing the location of Hattiesburg, MS.

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Hattiesburg Safety Action Plan

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City of Hattiesburg, MS Safety Action Plan

City of Hattiesburg, MS Round 2 Outreach Summary

Round 1 Outreach: Feedback

Road Name(s)	Count of Keyword
Hardy St	23
Hwy 90	30
40th Ave @ Hardy St	7
Hwy 49	7
Broadway Dr	6
Lincoln Rd	6
Dak (Snows Rd)	6
54th St @ Hardy St	4
William Casey Hwy @ Hwy 49	4
35th Ave @ Hwy 49	3
40th St Hardy St	3
4th St	3
Hwy 11	3
I 59	3
11th @ Main St	2
Alma Dr	2
Spencer St	2
Richburg Rd	2
Therrell Dr @ W 4th St	2
Tuscan Ave @ William Casey Hwy	2
Weatherby Rd @ US 90	2

Crash Analysis

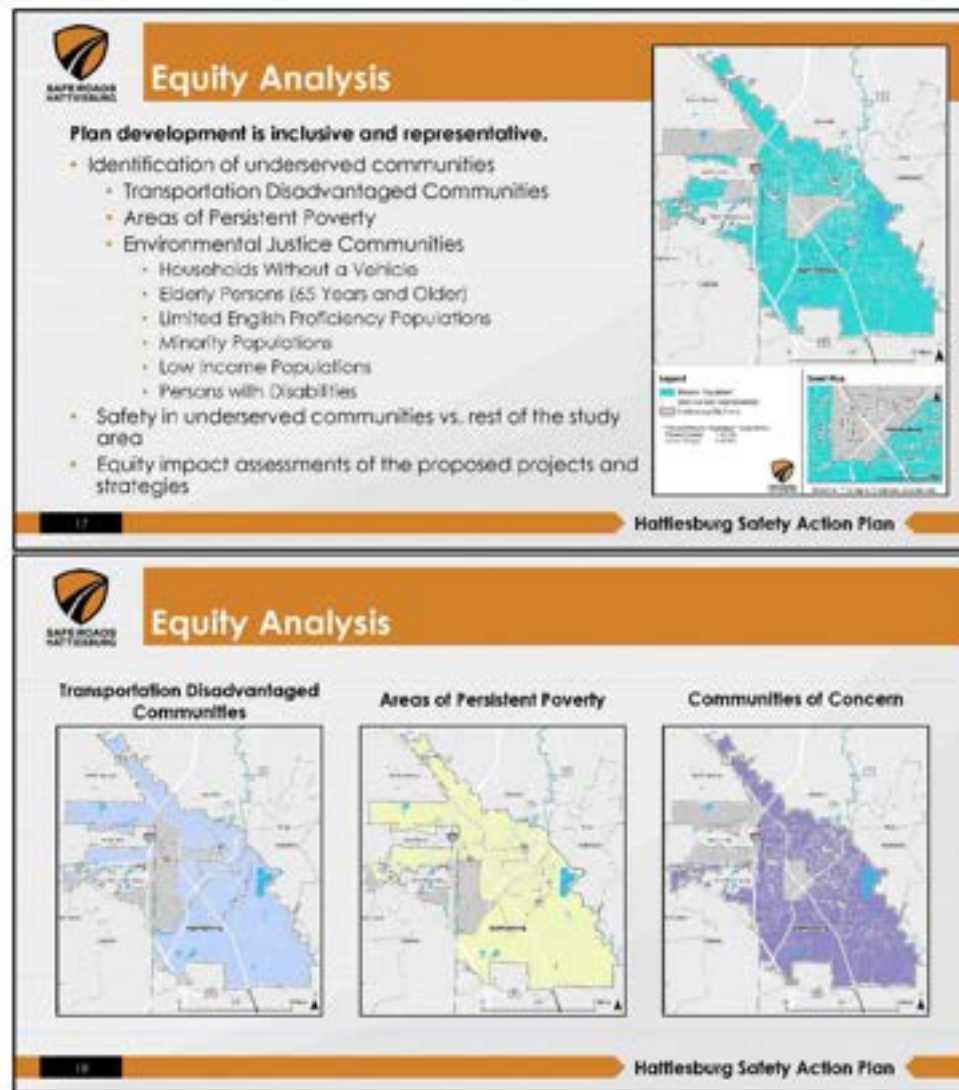
Crashes from 2019 to 2023:

- 55 Fatal Crashes
- 180 Serious Injury Crashes
- 48 Crashes Involving Pedestrians
- 7 Crashes Involving Bicycles

Analysis identified:

- 25 Top Segments
- 25 Top Intersections
- 10 Top Segments Bike/Ped
- 10 Top Intersections Bike/Ped

City of Hattiesburg, MS
Round 2 Outreach Summary



City of Hattiesburg, MS
Round 2 Outreach Summary



Review of Policies & Procedures

- City of Hattiesburg Code of Ordinances
 - Streets, Sidewalks, and Other Public Places (Chapter 46) (includes Complete Streets Policy)
 - Traffic and Vehicles (Chapter 50)
- City of Hattiesburg Land Development Code (Ordinance #3209)
- City of Hattiesburg Low Speed Vehicle Ordinance (Ordinance #3316)
- MDOT Access Management Manual – Version 2.0 (2022)
- Mississippi SRTS State Network Complete Streets Fact Sheet
- MDOT Roadway Design Manual (2020)
- MDOT Intelligent Transportation System Design Manual (2019)

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Hattiesburg Safety Action Plan



Review of Existing Plans

- Statewide Transportation Improvement Program (FY 2023-2026)
- Mississippi Strategic Highway Safety Plan (2024)
- Hub City Transit Master Plan (2022)
- Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Transportation Improvement Plan (FY 2023-2026)
- Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Metropolitan Transportation Plan (2020)
- Mississippi's 2045 Unified Long-Range Transportation Infrastructure Plan (2020)
- Mississippi Statewide Freight Plan (2022)
- Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Pathways Master Plan (2015)

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Hattiesburg Safety Action Plan

City of Hattiesburg, MS
Round 2 Outreach Summary



Next Steps

- Finalize Vision Statement, Goals, Objectives, & Performance Measures
- Complete Round 2 of Public Outreach
 - Online Survey (Live until September 10th)
- Review Combined List of Project Locations
 - Top locations based on crash data
 - Top locations based on public survey input
 - City's priority locations
 - Project locations identified in existing plans
- Work with City to Identify Specific Projects at Each Location
- Work with City to Prioritize Projects
- Prepare Draft Safety Action Plan



Safety recommendations are in!

Take our survey to help identify focus areas and strategies.

Visit <https://metroquestsurvey.com/6856> by scanning the QR code, once there, take our five-minute survey.





Interactive Polling

1. Open internet browser on phone
2. Go to **PollEv.com**
3. Enter **ss4a**



Safari
(Apple Only)



Chrome

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary





City of Hattiesburg, MS

Round 2 Outreach Summary

What speeding strategies do you think would be most beneficial in Hattiesburg?

- Reduced speed limits where speed is considered to be a c... 0%
- Targeted traffic enforcement campaigns and increased p... 0%
- Dynamic speed display and speed feedback signs 0%
- Higher penalties for speeding and aggressive driving 0%
- Installation of traffic calm, see more > traffic circles, narrow...

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Hattiesburg Safety Action Plan



City of Hattiesburg, MS

Round 2 Outreach Summary

What strategies do you think would be most beneficial to improve unsafe intersections?

- Access management at entry and exit points along a roa... 0%
- Dedicated left and right turn lanes at intersections 0%
- Conversion of intersections to roundabouts 0%

see more >

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Hattiesburg Safety Action Plan

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City of Hattiesburg, MS
Round 2 Outreach Summary



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS
Round 2 Outreach Summary



What roadways or intersections have the greatest need for safety improvements?

Nobody has responded yet.
Hang tight! Responses are coming in.

Hattiesburg Safety Action Plan



SAFETY ACTION PLAN
Safe Streets and Roads for All

Project Contacts

Vijay Kunada
Senior Vice President
vijay.kunada@neel-schaffer.com

Becky Rogers
Senior Project Manager
becky.rogers@neel-schaffer.com



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City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary

Appendix D – Online Survey



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary

Systemwide Strategies
Provide input on potential strategies to reduce crashes and serious injuries.

WELCOME **2** **3** **4** **5**

SYSTEMWIDE STRATEGIES

- Distracted Driving** (Selected)
- Red Light / Stop Sign Running
- Speeding
- Unsafe Intersections
- Poor Roadway Design

Distracted Driving
Distracted driving was the highest-ranked behavioral safety concern in the study area.

Graduated Driver Licensing (GDL) Education
Outreach to teens and parents on the requirements of the Mississippi GDL law. ★★★★★

High Visibility Cell Phone Enforcement
Increased and highly visible law enforcement to address texting by drivers. ★★★★★

Communications and Outreach on Distracted Driving
Paid campaigns to educate the general public on the dangers of distracted driving. ★★★★★

Employer Programs
Company safety policies that address distracted driving. ★★★★★

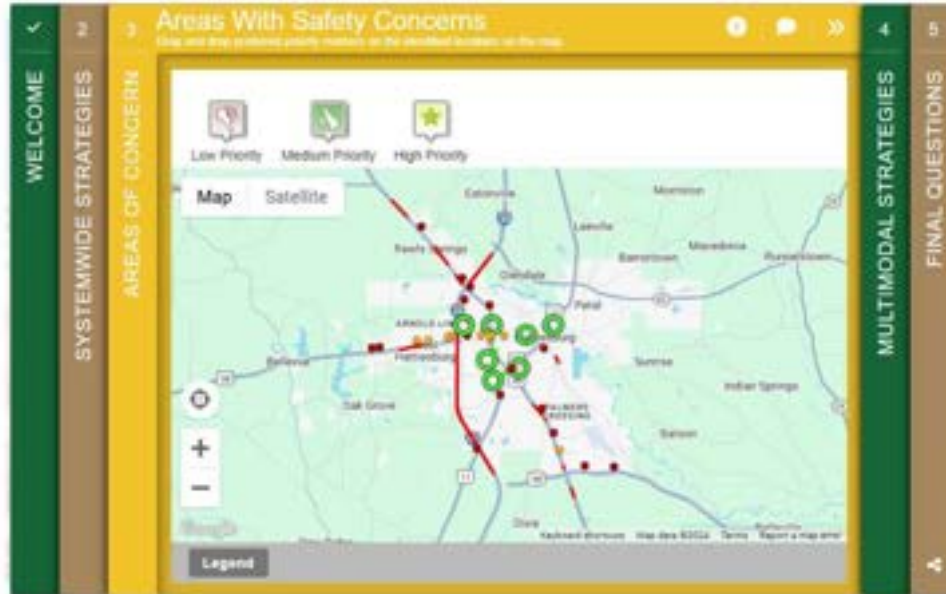
AREAS OF CONCERN **MULTIMODAL STRATEGIES** **FINAL QUESTIONS**

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary

Multimodal Systemwide Strategies
Provide input on systemwide multimodal strategies.

WELCOME | **SYSTEMWIDE STRATEGIES** | **AREAS OF CONCERN** | **MULTIMODAL STRATEGIES** | **FINAL QUESTIONS**

Bicycle and Pedestrian Safety Improvements
Please rate each strategy from low (1 star) to high (5 stars).

Add Bicycle Lanes
Dedicated bicycle lanes on roads. ★ ★ ★ ★ ★

Crosswalk Visibility Enhancements
Improved visibility through lighting and pavement markers. ★ ★ ★ ★ ★

Add More Walkways (Shared Use Path, Sidewalk, Shoulder)
Connected walkways throughout the transportation system. ★ ★ ★ ★ ★

Road Diets
Reconfiguration of existing lanes (e.g., 4-lane road to 2-lane road with center median and multimodal elements). ★ ★ ★ ★ ★

Medians and Pedestrian Refuge Islands
Safe spaces for pedestrians crossing multiple lanes. ★ ★ ★ ★ ★

Pedestrian Hybrid and Rectangular Rapid Flashing Beacons
Flashes to notify drivers that a pedestrian is trying to cross the road. ★ ★ ★ ★ ★

Public Transportation Improvements
Public transportation options added throughout the study area. ★ ★ ★ ★ ★

City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 2 Outreach Summary

You are almost done!
Full on about yourself! Please click the finish button when you are done.

Final Questions (Optional)

- > What is your 5-digit home zip code?
- > What is your 5-digit work or school zip code?
- > What is your age group?
- > What is your race?
- > How many people live in your household?

60
- > What is your annual household income?
- > How do you primarily travel around Hattiesburg?

Click Finish after answering the questions you choose.

Finish

Thank You!
Thank you for completing this survey!

[Project Site](#)

Please help us involve other Hattiesburg residents by sharing this survey on social media!

[f](#) [t](#) [in](#)

Appendix D: Outreach Summary Round 3



**SAFE ROADS
HATTIESBURG**



SAFE STREETS & ROADS FOR ALL (SS4A)

Safety Action Plan
Round 3 Outreach Summary

November 2024

Beyond
COMMUNICATION LLC
Engaging. Collaborating. Achieving.

NS NEEL-SCHAFER

City of Hattiesburg, MS
Round 3 Outreach Summary

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1.0 Introduction

2.0 Communications

2.1 Project Webpage

2.2 City Website

2.3 Social Media

2.4 News Media

3.0 Public Feedback

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Appendix A: Project Webpage Content

Appendix B: City Website Article

Appendix C: Social Media Post

Appendix D: News Media Documentation

City of Hattiesburg, MS

Round 3 Outreach Summary

1.0 Introduction

The third round of outreach for the Hattiesburg Safety Action Plan is also known as Reviewing the Draft Plan. During this phase, the planning team presented the draft Safety Action Plan for public review and feedback.

The draft Safety Action Plan was posted on the project landing page within the City's website. The public was invited to provide comments by calling or emailing the Mayor's office. Social media and news media were used to notify the public that the plan was available for review. The public comment period was open from November 7-28, 2024.

This report describes all outreach activities for Round 3 and summarizes the comments that were received.

2.0 Communications

2.1 Project Webpage

The City of Hattiesburg continued to update the following project landing page within the City's website: <https://www.hattiesburgms.com/saferoads/>. The webpage was used to share the draft Safety Action Plan and to request public feedback on it. A screenshot of the webpage content shared during Round 3 can be viewed in **Appendix A**.



2.2 City Website

An article was posted on the City's main website to announce the availability of the draft Safety Action Plan for public review. A copy of this article is shown in **Appendix B**.

2.3 Social Media

The City of Hattiesburg posted announcements on their Facebook page during the third round of outreach to notify the public of the review period for the draft Safety Action Plan. A sample social media post released during the third round of outreach is included in **Appendix C**.

2.4 News Media

The City utilized several news media outlets to request public feedback on the draft Safety Action Plan. These media outlets included:

- WDAM TV 7
- WHLT TV 12

City of Hattiesburg, MS
Round 3 Outreach Summary

- WJTV Jackson
- Hattiesburg Patriot News
- Southern Mississippi Student Media

Documentation of the news media outreach is included in **Appendix D**.

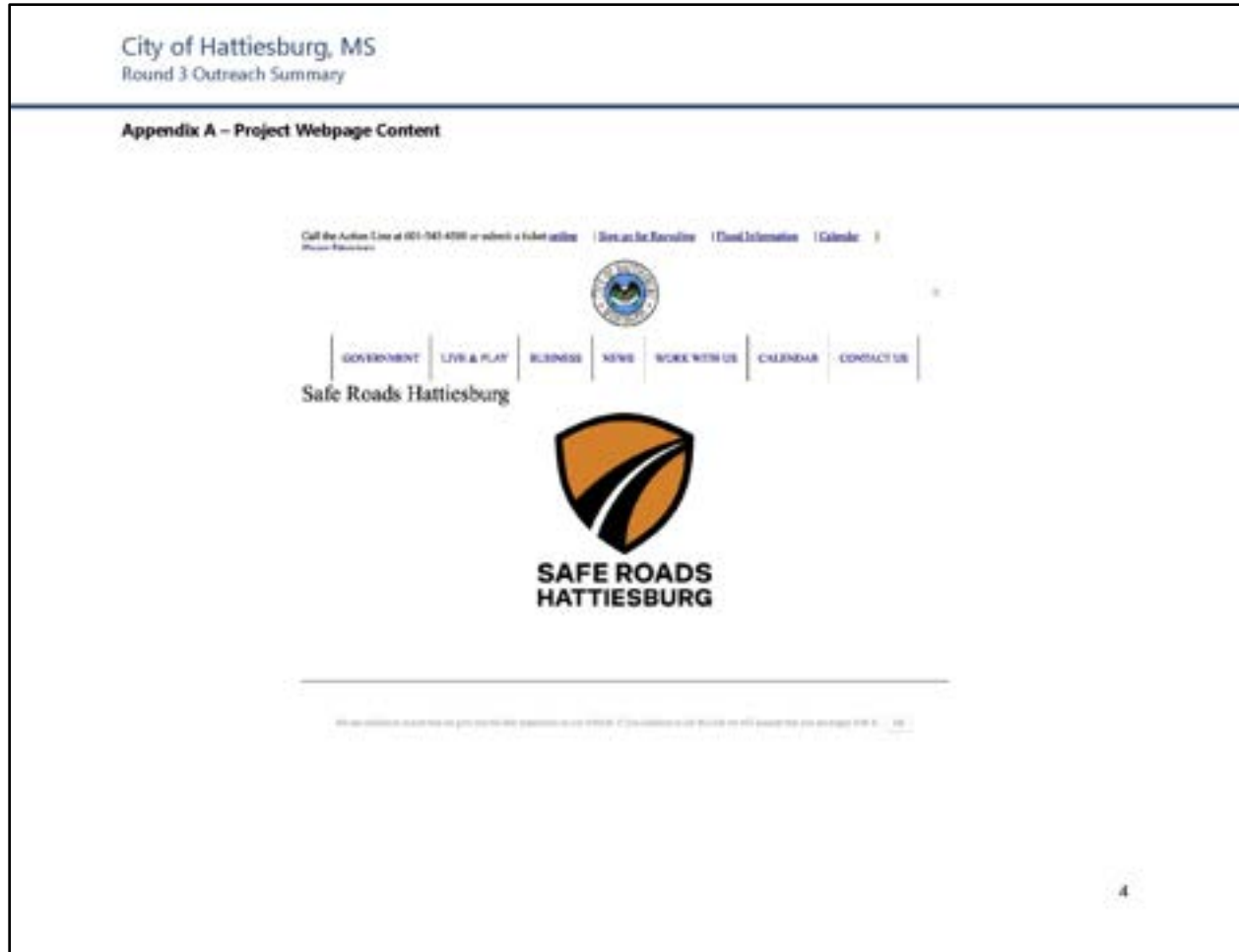
3.0 Public Feedback

The City requested an update to the "Recent and Ongoing Safety Projects" table on Pages 11-12 of the draft Safety Action Plan. This table was updated in the final plan to address this comment.

No public comments were received during the public comment period for the draft Safety Action Plan.

City of Hattiesburg, MS
Round 3 Outreach Summary

APPENDICES



City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS Round 3 Outreach Summary

[Review the Draft](#)



Dear Residents,

Safe, accessible and reliable transportation within the City of Hattiesburg is a top priority. Our vision is to reduce the number of serious crashes by 50% by the year 2033 – with the ultimate goal of eliminating all serious crashes in our city limits.

That vision also includes building a transportation system that accommodates all users, including motorists, cyclists, pedestrians, wheelchair users and public transit users. We believe in providing equity in transportation infrastructure for all neighborhoods. Finally, that also committed to achieving a safer and more efficient transportation system using data and best practices, both in infrastructure design and traffic enforcement.

As the mayor and a resident of the City of Hattiesburg, transportation safety within our city stands as a top concern. From 2018-2023, Hattiesburg experienced 17,791 crashes on the roadway network which included 53 fatal crashes and 586 crashes resulting in serious injuries. Of these fatal crashes, 13 involved pedestrians. Those numbers not only affect the families and friends of the victims, but they also have profound impacts throughout our community.

Fatal and serious injury crashes are preventable, and that's why we commit to improving transportation safety for both residents and visitors. The Safe Roadways/Hattiesburg/Safe Streets for All (SRSA) Safety Action Plan is an important first step toward ending these avoidable crashes and injuries. Through a data-driven, comprehensive and actionable approach, the Safety Action Plan identifies projects and strategies that can improve safety throughout the entire transportation network.

On behalf of the City of Hattiesburg, I support this Safety Action Plan and will do everything within my power to implement projects and strategies included in it.

All the best,

Our vision is to reduce the number of serious crashes by 50% by the year 2033 – with the ultimate goal of eliminating all serious crashes in our city limits.

City of Hattiesburg, MS

Round 3 Outreach Summary

Mayer

Review this Draft

Potential Project Benefits and Goals

- ☐ Identifying challenges and solutions to help make roadways in Hattiesburg safer for everyone
- ☐ Connecting existing links between existing sidewalk infrastructure
- ☐ Identifying roadway eligible for upgrades that help reduce speeds, provide safer pedestrian and bicycle traffic opportunities, and consider on-street parking or transit stops
- ☐ Making resources and opportunities equally available to all by using processes that are inclusive and accurately represent the public
- ☐ Allowing the City of Hattiesburg to apply for implementation capital construction/discretionary grant funds through the USAS initiative

STORY MAP

This summary reflects information you gave your point-of-view representative verbally. It does not reflect or warrant our staff's response to your verbal input.

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City of Hattiesburg, MS

Round 3 Outreach Summary

Resident Feedback

To leave feedback on this draft, please call the Mayor's office at 601-543-4500 or email mayor@hattiesburgms.com

Quick Links

[Home](#)

[Jobs](#)

[Mayor Daley Butler](#)

[Hattiesburg City Council](#)

[City Services](#)

[General District](#)

[Residential](#)

[Business](#)

[Action Line](#)

[Media Center](#)

Get in Touch

[Contact](#)

[Twitter](#)

[YouTube](#)

info@hattiesburgms.com

[Action Line](#)

[24-Hour Police Dispatch](#)

[Rep. Liz Lee B. Brewster](#)

Upcoming Events

There are no upcoming events at this time.

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City of Hattiesburg, MS

Safety Action Plan

City of Hattiesburg, MS

Round 3 Outreach Summary

Appendix B – City Website Article

[Call the Action Line at 801-447-4800 or submit a letter online](#) [Sign up for Recycling](#) [Recall Information](#) [Calendar](#) [Phone Directory](#)



[GOVERNMENT](#) [LIVE & PLAY](#) [BUSINESS](#) [NEWS](#) [WORK WITH US](#) [CALENDAR](#) [CONTACT US](#)

November 17, 2024

Draft of Hattiesburg's Safe Roads Safety Action Plan Now Available for Public Review

[View & Update](#)



HATTIESBURG, Mississippi – The City of Hattiesburg has released the draft of its Safe Roads Hattiesburg Safety Action Plan, designed to improve street safety and reduce traffic crashes by 10% by 2032, with an ultimate goal of eliminating them within city limits. Residents are encouraged to review the draft and provide feedback at hattiesburgms.com/hattiesroads.

Developed with input from two months of public feedback, including an online survey and in-person events, the Safety Action Plan incorporates community priorities into strategies for safer streets. This draft identifies key improvements in road design, policy updates, and projects to address safety concerns for all road users. From 2019 to 2023, Hattiesburg recorded 7,791 crashes, including 10 fatalities, 16 of which involved pedestrians.

"Safe, accessible and reliable transportation within the City of Hattiesburg is a top priority," said Mayor Tony Davis. "Over the past 10 months, we have engaged our residents and poured through countless ideas in order to draft a safety action plan for our community. I ask our residents to take a look and offer their feedback so we finalize this document over the next month. We are committed to seeing this plan implemented, and we want it to reflect the will of our citizens and provide solutions to the many safety challenges on our roads."

The final Safety Action Plan, expected in December 2024, will enable the city to apply for funding to implement these projects.

For more information and to review the draft, visit hattiesburgms.com/hattiesroads.

or

Document

[Safe Roads-Hattiesburg Safety Action Plan Draft](#)

Like this post?

[Facebook](#) [Google+](#) [Twitter](#) [Pinterest](#)

Content Inquiries

All content posted in the newspaper is created and distributed by the City of Hattiesburg's Office of Communications. Should it be needed, all press are accompanied by dynamic visuals that can be used to build a story for packaging and re-distribution.

Media Relations

The City of Hattiesburg's Office of Communications is pleased to assist print and broadcast media with stories by arranging interviews with relevant matter experts within the city.

All media inquiries regarding the City of Hattiesburg should be directed to the Office of Communications through the contact information below.

Chief Communications Officer

 john@hattiesburgms.com

 john@hattiesburgms.com

 801-447-4800 (ext. 400 for best reception)

City of Hattiesburg, MS
Round 3 Outreach Summary

Appendix C – Social Media Post



City of Hattiesburg, MS
Round 3 Outreach Summary

Appendix D – News Media Documentation



City of Hattiesburg, MS
Round 3 Outreach Summary

12 WHLT

Walters Home Life Television

Home

Pine Belt News

Living Local

PINE BELT

Hattiesburg releases draft of Safe Roads plan

by Barbara Smith

Posted: Nov 7, 2024 / 10:35 PM CST

Updated: Nov 7, 2024 / 10:35 PM CST



SHARE



HATTIESBURG, Miss. (WHLT) — Hattiesburg leaders released the draft of the city's Safe Roads Hattiesburg Safety Action Plan.

Officials said the plan has been designed to improve street safety and reduce severe crashes by 50% by 2032, with an ultimate goal of eliminating them within city limits. Neighbors are encouraged to review the draft and provide feedback.

[| Leaders hope Hobby Lobby will revitalize Laurel mall >](#)

The plan incorporates community priorities into strategies for safer streets. Leaders said the draft identifies key improvements in road design, policy updates and projects to address safety concerns for all road users. From 2019 to 2023, Hattiesburg recorded 17,791 crashes, including 55 fatalities, 15 of which involved pedestrians.



"Safe, accessible and reliable transportation within the City of Hattiesburg is a top priority," said Hattiesburg Mayor Toby Barker. "Over the past 10 months, we have engaged our residents and poured through crash data in order to draft a Safety Action Plan for our community. I ask our residents to take a look and offer their feedback as we finalize this document over the next month. We are committed to seeing this plan implemented, and we want it to reflect the will of our citizens and provide solutions to the many safety challenges on our roads."

The final Safety Action Plan, expected in December 2024, will enable the city to apply for funding to implement these projects.

BESTREVIEWS.COM - TOP PICKS TO MAKE EVERYONE HAPPY

Target's 3-day Early Black Friday Sale starts today

Netflix's holiday movie lineup includes Lindsay Lohan ...

Five Below wins Christmas with these 'Win and sighs-inspired' ...

Target just dropped mini Stanley tumbler Christmas ...

The best early Black Friday Amazon deals 2024

Just in time for Thanksgiving, you can buy a precooked ...

View All BestReviews Picks >

WHAT DO YOU THINK?

How do you feel about the Federal Reserve's decision to cut its key benchmark interest rate by a quarter-point?

☐ Support it

☐ Oppose it

☐ I'm not sure

☐ Other / No opinion

*By clicking "Submit," I confirm my answers and consent to the use of my answers for research and advertising purposes. I have read and agree to the [Privacy Policy](#) and [Terms of Service](#).

NEXT >

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Safety Action Plan

City of Hattiesburg, MS

Round 3 Outreach Summary



City of Hattiesburg, MS Round 3 Outreach Summary

Draft of Hattiesburg's Safe Roads Safety Action Plan Now Available for



HATTIESBURG, Mississippi – The City of Hattiesburg has released the draft of its Safe Roads Hattiesburg Safety Action Plan, designed to decrease street safety and reduce overall crashes by 50% by 2035, with an ultimate goal of eliminating them within city limits. Residents are encouraged to review the draft and provide feedback at hattiesburg.ms/saferoads.

Developed with input from two rounds of public feedback, including an online survey and in-person events, the Safety Action Plan incorporates community priorities into strategies for safer actions. This draft identifies key improvements in road design, policy updates and projects to address safety concerns for all road users. From 2019 to 2023, Hattiesburg recorded 17,791 crashes, including 10 fatalities, 15 of which involved pedestrians.

"Safe, accessible and reliable transportation within the City of Hattiesburg is a top priority," said Mayor Tracy Stalton. "Over the past 10 months, we have engaged our residents and gathered through crash data in order to draft a Safety Action Plan for our community. I ask our residents to take a look and offer their feedback as we finalize this document over the next month. We are committed to seeing this plan implemented, and we want it to reflect the will of our citizens and provide solutions to the many safety challenges on our roads."

The final Safety Action Plan, expected in December 2024, will enable the city to apply for funding to implement these projects.

For more information and to review the draft, visit hattiesburg.ms/saferoads.

##

Document

Safe Roads Hattiesburg Safety Action Plan Draft

City of Hattiesburg, MS

Round 3 Outreach Summary

Exclusive deals, free delivery, and more—stop streaming. Watch them all. Only on Prime Video.

prime student

f i

SM²

SOUTHERN MISS
STUDENT MEDIA

C

News for the community by the community

HOME

NEWS

FEATURES

OPINION

ARTS & ENTERTAINMENT

SPORTS

SMTV

WISDOM LIVE

PODCASTS

ABOUT

Local

Events

Hattiesburg Releases Safe Roads Action Plan Draft

Kennedy Hervey, Multimedia Journalist / November 13, 2024

The city of Hattiesburg has released a draft of its Safe Roads Hattiesburg Safety Action Plan, aimed at improving street safety and reducing severe crashes by 50% by 2032, with an ultimate goal of eliminating them within city limits.

The plan, developed with input from two rounds of public feedback through an online survey and in-person events, reflects community priorities. It outlines key improvements in road design, policy updates, and projects addressing safety concerns for all road users. Between 2019 and 2023, Hattiesburg recorded 17,791 crashes, including 55 fatalities, with 15 of those involving pedestrians.

The plan outlines three main goals. The first goal is to educate the public about their role in transportation safety. This will be achieved by launching a safe driving campaign on the city's website and social media platforms, publishing crash statistics through local media outlets, and educating drivers on state and local traffic laws.

The second goal focuses on improving driver behavior. This includes developing educational materials on the consequences of unsafe driving, enforcing laws related to distracted driving and red-light running, and increasing the visibility of traffic signals, stop signs, and speed limit feedback signs.

The third goal is to implement infrastructure projects aimed at improving transportation. This involves constructing intersection and roadway projects, addressing gaps in pedestrian infrastructure, and conducting a citywide study to determine areas where additional roadway lighting is needed.

"Safe, accessible, and reliable transportation within the City of Hattiesburg is a top priority," said Hattiesburg Mayor Toby Barker. "Over the past 10 months, we have engaged our residents and analyzed crash data to draft a Safety Action Plan for our community. I ask our residents to review and provide feedback as we finalize this document over the next month. We are committed to implementing this plan and ensuring it reflects the will of our citizens while addressing safety challenges on our roads."

Corey Trotter, a Hattiesburg resident and University of Southern Mississippi alumnus, expressed support for the plan, suggesting that it incorporate aspects of European pedestrian and vehicle cohabitation models.

"A safer space for pedestrians either walking or riding will provide another option for those that walk."



Traffic moves along Hardy Street near the Southern Miss campus.

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Appendix E: Project Prioritization Scores

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-CP-03	Segment - City Project	Public Outreach	US 49	Campbell Loop	Stockyard Road/Ryner Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	9.00	\$6,392,067	Long-term	Low	90	20	20	15	15	10	0	10
S-CP-05	Segment - City Project	Public Outreach	US 49	Mixon Road	US 11	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	11.40	\$2,070,600	Long-term	Low	90	20	20	15	15	10	0	10
S-CP-01	Segment - City Project	Public Outreach	I-59	US 98 (Exit 59)	Bouie River	1. Improve lighting 2. Improve ITS	30.57	\$275,000	Medium-term	Low	85	20	20	15	15	5	0	10
I-BP-03	Intersection - Bike/Ped	Technical and Public	North 38th Avenue	Newhaven Road	--	1. Pedestrian facility improvements	--	\$11,500	Long-term	Low	80	10	20	15	15	10	0	10
S-O-02	Segment - Overall	Technical and Public	I-59 Southbound/US 98 Eastbound	US 98 Eastbound/Hardy Street On-Ramp	Lamar/Forrest County Line	1. Improve lighting 2. Improve ITS	3.31	\$275,000	Medium-term	Low	70	15	20	5	10	5	5	10
S-O-08	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	US 98 Westbound/Hardy Street Off-Ramp	Hardy Street On-Ramp	1. Improve lighting 2. Improve ITS	0.87	\$275,000	Medium-term	Low	70	10	20	5	15	5	5	10
S-BP-07	Segment- Bike/Ped	Technical and Public	I-59 Northbound/US 98 Westbound	US 98 Westbound/Hardy Street Off-Ramp	Hardy Street On-Ramp	1. Improve lighting 2. Improve ITS	0.87	\$275,000	Medium-term	Low	70	10	20	5	15	5	5	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-O-07	Intersection - Overall	Technical and Public	MS 198 (Hardy Street)	31st Avenue	--	1. Crosswalk improvements between 2021 and 2022 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$29,000	Medium-term	Medium	70	10	15	5	15	10	5	10
I-O-09	Intersection - Overall	Technical Analysis	US 49 at MS 198 (Hardy Street)	MS 198 (Hardy Street)	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	70	10	20	15	15	5	5	0
I-BP-01	Intersection - Bike/Ped	Technical and Public	MS 198 (Hardy Street)	31st Avenue	--	1. Crosswalk improvements between 2021 and 2022 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$29,000	Medium-term	Medium	70	10	15	5	15	10	5	10
I-BP-09	Intersection - Bike/Ped	Technical Analysis	US 49	MS 198 (Hardy Street)	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	70	10	20	15	15	5	5	0

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-CP-02	Segment - City Project	Public Outreach	US 98 (Hardy Street)	King Road/Old Highway 11	Westover Drive	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	6.77	\$5,310,900	Long-term	Low	70	20	0	15	15	10	0	10
I-CP-02	Intersection - City Project	Public Outreach	Hardy Street	38th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improvements at Bus Stop in front of Wells Fargo	--	\$190,000	Long-term	Medium-Low	70	5	10	15	15	10	5	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-CP-03	Intersection - City Project	Public Outreach	Hardy Street	31st Avenue	--	1. Crosswalk improvements between 2021 and 2022 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$29,000	Medium-term	Medium	70	10	15	5	15	10	5	10
S-O-07	Segment - Overall	Technical and Public	US 49	Central School Road	Pearl River Boulevard	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.54	\$530,600	Long-term	Medium-Low	65	10	10	5	15	10	5	10
S-BP-02	Segment-Bike/Ped	Technical and Public	US 49 Northbound/MS 42 Westbound	Irby Road	Ryner Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.92	\$2,361,667	Long-term	Low	65	10	20	0	15	10	0	10
S-BP-05	Segment-Bike/Ped	Technical and Public	I-59 Southbound/US 98 Eastbound	US 98 Eastbound/Hardy Street On-Ramp	Lamar/Forrest County Line	1. Improve lighting 2. Improve ITS	3.31	\$275,000	Medium-term	Low	65	15	20	5	10	5	0	10
I-O-10	Intersection - Overall	Technical Analysis	US 98 (Hardy Street) at Weathersby Road	Weathersby Road	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	65	10	20	15	15	5	0	0

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-CP-01	Intersection - City Project	Public Outreach	Hardy Street	40th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improve intersection lighting	--	\$118,300	Long-term	Medium-High	65	10	0	15	15	10	5	10
I-CP-10	Intersection - City Project	Public Outreach	Campbell Drive	Gunnison Drive	--	1. Install intersection warning signage on Campbell Drive	--	\$1,400	Short-term	Low	65	10	20	0	15	10	0	10
S-O-03	Segment - Overall	Technical and Public	US 49 Northbound	Old US 98 E	R C Thomas Road	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.10	\$1,275,000	Long-term	Low	60	15	0	5	15	10	5	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-O-04	Segment - Overall	Technical and Public	US 49 Northbound/MS 42 Westbound	Old Rawls Springs Road	Rawls Springs Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.91	\$1,861,667	Long-term	Low	60	15	0	5	15	10	5	10
S-O-05	Segment - Overall	Technical and Public	US 49/MS 42	Classic Drive	Rawls Springs Loop Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.43	\$1,872,867	Long-term	Low	60	10	0	10	15	10	5	10
S-O-10	Segment - Overall	Technical and Public	I-59 Southbound/US 98 Eastbound	US 11 On-Ramp	US 98 Eastbound Off-Ramp	1. Improve lighting 2. Improve ITS	0.83	\$275,000	Medium-term	Low	60	10	10	5	15	5	5	10
S-O-15	Segment - Overall	Technical and Public	US 49 Northbound/MS 42 Westbound	Irby Road	Ryner Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.92	\$2,361,667	Long-term	Low	60	10	20	0	15	10	0	5

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-BP-06	Segment-Bike/Ped	Technical and Public	US 49	Central School Road	Pearl River Boulevard	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.54	\$530,600	Long-term	Medium-Low	60	10	10	5	15	10	0	10
S-BP-08	Segment-Bike/Ped	Technical and Public	I-59 Southbound/US 98 Eastbound	US 11 On-Ramp	US 98 Eastbound Off-Ramp	1. Improve lighting 2. Improve ITS	0.83	\$275,000	Medium-term	Low	60	10	10	5	15	5	5	10
I-O-01	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Cross Creek Parkway	--	1. Safety Study	--	\$50,000	Short-term	Low	60	15	10	15	15	5	0	0
I-O-20	Intersection - Overall	Technical and Public	Campbell Drive at Gunnison Drive	Gunnison Drive	--	1. Install intersection warning signage on Campbell Drive	--	\$1,400	Short-term	Low	60	10	20	0	15	10	0	5
I-O-23	Intersection - Overall	Technical and Public	MS 198 (Hardy Street)	North 38th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improvements at Bus Stop in front of Wells Fargo	--	\$190,000	Long-term	Medium-Low	60	5	10	15	15	10	0	5

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-BP-05	Intersection - Bike/Ped	Technical and Public	Hardy Street	North 19th Avenue	--	1. Add crosswalk along North 19th Avenue, improve sidewalk curbs 2. Add midblock crosswalk with hybrid beacon or RRFB	--	\$111,500	Long-term	Medium-Low	60	5	10	5	15	10	5	10
I-BP-08	Intersection - Bike/Ped	Technical Analysis	US 49	O'Ferral Street	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	60	15	10	15	15	5	0	0
I-CP-04	Intersection - City Project	Public Outreach	Hardy Street	North 19th Avenue	--	1. Add crosswalk along North 19th Avenue, improve sidewalk curbs 2. Add midblock crosswalk with hybrid beacon or RRFB	--	\$111,500	Long-term	Medium-Low	60	5	10	5	15	10	5	10
S-O-01	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	Lamar/Forrest County Line	US 98 Westbound/Hardy Street Off-Ramp	1. Improve lighting 2. Improve ITS	3.03	\$25,000	Medium-term	Low	55	20	0	5	10	5	5	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-BP-01	Segment-Bike/Ped	Technical and Public	West 4th Street	Golden Eagle Avenue	Eagle Walk	1. Convert midblock crossing signals to RRFB or Hybrid Beacons 2. Install crosswalks and pedestrian signals for West 4th Street at Golden Eagle Avenue 3. Add retroreflective signal backplates for West 4th Street at Golden Eagle Avenue 4. Change 5-section left turn signal heads to 4-section FYA signal heads for West 4th Street at Golden Eagle Avenue	0.25	\$270,000	Long-term	Medium-Low	55	5	15	0	15	10	0	10
S-BP-03	Segment-Bike/Ped	Technical and Public	US 11/Broadway Drive	Baggett Street	Alice Drive	1. Install sidewalks	0.10	\$171,000	Long-term	Low	55	5	15	0	15	10	0	10
S-BP-09	Segment-Bike/Ped	Technical and Public	US 49 Southbound/MS 42 Eastbound	Rawls Springs Road	Old Rawls Springs Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.47	\$1,861,667	Long-term	Low	55	10	10	0	15	10	0	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-BP-10	Segment-Bike/Ped	Technical and Public	James Street	South Tipton Street	Alcorn Avenue	1. Install sidewalks	0.30	\$270,000	Long-term	Low	55	10	10	0	15	10	0	10
I-O-05	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Westover Drive	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	55	10	10	15	15	5	0	0
I-O-21	Intersection - Overall	Technical and Public	MS 198 (Hardy Street) at 40th Avenue	40th Avenue	--	1. Add retroreflective signal backplates 2. Change 5-section left turn signal heads to 4-section FYA signal heads 3. Add pedestrian facilities (sidewalks, crosswalks, and pedestrian signals) 4. Improve intersection lighting	--	\$98,300	Long-term	Medium-Low	55	10	0	15	15	10	0	5
I-BP-10	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Coca Cola Street	--	1. Safety Study	--	\$50,000	Short-term	Low	55	10	10	15	15	5	0	0
S-CP-06	Segment - City Project	Public Outreach	US 11 (Broadway Drive)	Baggett Street	Alice Drive/Byron Street	1. Install sidewalks	1.09	\$981,000	Long-term	Low	55	5	15	0	15	10	0	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-CP-09	Segment - City Project	Public Outreach	West 4th Street	Golden Eagle Avenue	Eagle Walk	1. Convert midblock crossing signals to RRFB or Hybrid Beacons 2. Install crosswalks and pedestrian signals for West 4th Street at Golden Eagle Avenue 3. Add retroreflective signal backplates for West 4th Street at Golden Eagle Avenue 4. Change 5-section left turn signal heads to 4-section FYA signal heads for West 4th Street at Golden Eagle Avenue	0.25	\$270,000	Long-term	Medium-Low	55	5	15	0	15	10	0	10
S-CP-10	Segment - City Project	Public Outreach	James Street	Alcorn Avenue	Tipton Street	1. Install sidewalks	0.30	\$270,000	Long-term	Low	55	10	10	0	15	10	0	10
S-O-06	Segment - Overall	Technical and Public	I-59 Southbound/MS 42 Westbound	Hattiesburg City Limits (Bouie River)	US 49 Northbound/ MS 42 Westbound Off-Ramp	1. Improve lighting 2. Improve ITS	1.56	\$275,000	Medium-term	Medium	50	10	0	5	15	5	5	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-O-09	Segment - Overall	Technical and Public	US 98 Westbound/Hardy Street	Lakewood Drive	Cross Creek Parkway	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	0.27	\$886,400	Long-term	Medium-Low	50	5	0	5	15	10	5	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-O-13	Segment - Overall	Technical and Public	West 4th Street	Golden Eagle Avenue	Eagle Walk	1. Convert midblock crossing signals to RRFB or Hybrid Beacons 2. Install crosswalks and pedestrian signals for West 4th Street at Golden Eagle Avenue 3. Add retroreflective signal backplates for West 4th Street at Golden Eagle Avenue 4. Change 5-section left turn signal heads to 4-section FYA signal heads for West 4th Street at Golden Eagle Avenue	0.25	\$270,000	Long-term	Medium-Low	50	5	15	0	15	10	0	5
S-O-14	Segment - Overall	Technical and Public	US 49 Southbound/MS 42 Eastbound	Rawls Springs Road	Old Rawls Springs Road	1. Convert TWLTL median to raised median (between Classic Drive and begin of median) 2. Close median crossings; convert to RCUT 3. Add retroreflective signal backplates	0.47	\$1,861,667	Long-term	Low	50	10	10	0	15	10	0	5
S-O-18	Segment - Overall	Technical and Public	James Street	South Tipton Street	Alcorn Avenue	1. Install sidewalks	0.30	\$270,000	Long-term	Low	50	10	10	0	15	10	0	5

City of Hattiesburg, MS
Safety Action Plan

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-O-19	Segment - Overall	Technical and Public	US 11/Broadway Drive	Baggett Street	Alice Drive	1. Install sidewalks	0.10	\$90,000	Long-term	Low	50	5	15	0	15	10	0	5
S-BP-04	Segment- Bike/Ped	Technical and Public	Pearl Street	North 31st Street	Montague Boulevard	1. Install warning signs and raised crosswalks	0.19	\$154,200	Medium-term	Medium-Low	50	5	10	0	15	10	0	10
I-O-02	Intersection - Overall	Technical Analysis	US 49	O'Ferral Street	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	50	15	10	5	15	5	0	0
I-O-04	Intersection - Overall	Technical and Public	US 49	East Drive	--	1. Convert to RCUT	--	\$500,000	Long-term	Low	50	15	0	0	15	10	0	10
I-BP-02	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Weathersby Road	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	50	15	10	5	15	5	0	0
S-CP-08	Segment - City Project	Public Outreach	Golden Eagle Avenue	North 31st Avenue	Montague Boulevard	1. Install warning signs and raised crosswalks	0.19	\$154,200	Medium-term	Medium-Low	50	5	10	0	15	10	0	10
I-CP-05	Intersection - City Project	Public Outreach	US 49	East Drive	--	1. Convert to RCUT	--	\$500,000	Long-term	Low	50	15	0	0	15	10	0	10
S-O-12	Segment - Overall	Technical and Public	I-59 Southbound/US 98 Eastbound	Forrest/Lamar County Line	US 11 Off-Ramp	1. Improve lighting 2. Improve ITS	4.32	\$275,000	Medium-term	Medium-Low	45	10	0	5	15	5	5	5
S-O-25	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	US 11 On-Ramp	Forrest/Lamar County Line	1. Improve lighting 2. Improve ITS	3.53	\$275,000	Medium-term	Medium	45	10	0	5	15	5	5	5
I-O-17	Intersection - Overall	Technical and Public	Hall Avenue	Ronie Street	--	1. Bicycle facility improvements 2. Install lighting 3. Improve sight distance 4. Add second stop signs on Ronie Street	--	\$43,400	Long-term	Low	45	5	10	0	15	10	0	5
S-CP-07	Segment - City Project	Public Outreach	Cross Creek Parkway	US 98 (Hardy Street)	West 4th Street	1. Install lighting	0.19	\$25,000	Medium-term	Low	45	5	0	10	15	5	0	10
I-CP-06	Intersection - City Project	Public Outreach	US 98	WL Runnels Industrial Drive	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Medium-Low	45	10	0	0	15	10	0	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-CP-08	Intersection - City Project	Public Outreach	US 11	Sullivan Kilrain Road	--	1. Signal installed in 2022; add retroreflective signal backplates 2. Install roundabout 3. Install intersection lighting	--	\$2,933,000	Long-term	Medium-Low	45	5	0	5	15	10	0	10
I-CP-09	Intersection - City Project	Public Outreach	US 11 (Veterans Memorial Drive/Broadway Drive)	South 28th Avenue Extension/WS F Tatum Drive	--	1. Install offset left turn lanes and right turn lanes on US 11; extend turn lanes 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$2,259,000	Long-term	Medium	45	5	0	5	15	10	0	10
I-CP-11	Intersection - City Project	Public Outreach	North 38th Avenue	New Haven Drive	--	1. Pedestrian facility improvements	--	\$11,500	Long-term	Low	45	5	10	0	15	10	0	5
I-CP-12	Intersection - City Project	Public Outreach	Hall Avenue	Ronie Street	--	1. Bicycle facility improvements 2. Install lighting 3. Improve sight distance 4. Add second stop signs on Ronie Street	--	\$43,400	Long-term	Low	45	5	10	0	15	10	0	5

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-O-11	Segment - Overall	Technical and Public	US 98 Eastbound/Hardy Street	Lamar Boulevard	Lake Forgetful	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	0.29	\$690,800	Long-term	Low	40	5	0	5	15	10	0	5
S-O-16	Segment - Overall	Technical and Public	US 49 Northbound	Mixon Road	Roy Tucker Road	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.40	\$525,000	Long-term	Low	40	10	0	0	15	10	0	5
S-O-17	Segment - Overall	Technical and Public	US 49 Southbound	US 11 Southbound On-Ramp	US 11 Northbound Off-Ramp	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.08	\$25,000	Long-term	Low	40	10	0	0	15	10	0	5

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
S-O-21	Segment - Overall	Technical and Public	US 98 Westbound/Hardy Street	Cross Creek Parkway	Lake Forgetful	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to either 4-section FYA or 3-section protected only signal heads where applicable 4. Add pedestrian crosswalks and pedestrian signals at intersections 5. Access management on 40th Avenue at CVS	0.31	\$884,800	Long-term	Medium	40	5	0	5	15	10	0	5
S-O-22	Segment - Overall	Technical and Public	I-59 Northbound/MS 42 Eastbound	US 49 Northbound On-Ramp	Hattiesburg City Limits (Bouie River)	1. Improve lighting 2. Improve ITS	1.45	\$275,000	Medium-term	Medium-Low	40	5	0	5	15	5	5	5
S-O-24	Segment - Overall	Technical and Public	US 49 Southbound	0.1 miles north of Elks Lake Road	Elks Lake Road	1. Close median crossings; convert to RCUT 2. Add retroreflective signal backplates 3. Improve lighting at intersections	0.09	\$33,000	Long-term	Low	40	10	0	0	15	10	0	5
I-O-03	Intersection - Overall	Technical Analysis	US 49	J M Tatum Industrial Drive	--	1. Safety Study	--	\$50,000	Short-term	Low	40	15	0	5	15	5	0	0
I-O-06	Intersection - Overall	Technical Analysis	US 49/MS 42	Classic Drive	--	1. Safety Study	--	\$50,000	Short-term	Low	40	10	0	10	15	5	0	0

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-O-11	Intersection - Overall	Technical and Public	US 11 (Veterans Memorial Drive/Broadway Drive) at South 28th Avenue/W.S.F. Tatum Boulevard	South 28th Avenue/W.S. F. Tatum Boulevard	--	1. Install offset left turn lanes and right turn lanes on US 11; extend turn lanes 2. Add retroreflective signal backplates 3. Change 5-section left turn signal heads to 4-section FYA signal heads	--	\$1,359,000	Long-term	Medium	40	5	0	5	15	10	0	5
I-O-13	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Coca Cola Street	--	1. Safety Study	--	\$50,000	Short-term	Low	40	5	10	5	15	5	0	0
I-O-15	Intersection - Overall	Technical and Public	US 11	Sullivan Kilrain Road	--	1. Signal installed in 2022; add retroreflective signal backplates 2. Install roundabout 3. Install intersection lighting	--	\$2,933,000	Long-term	Medium-Low	40	5	0	5	15	10	0	5
I-O-16	Intersection - Overall	Technical and Public	US 98 at W L Runnels Industrial Drive	W L Runnels Industrial Drive	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Medium-Low	40	10	0	0	15	10	0	5
I-BP-07	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Cross Creek Parkway	--	1. Safety Study	--	\$50,000	Short-term	Low	40	5	10	5	15	5	0	0
S-CP-04	Segment - City Project	Public Outreach	US 49	Hardy Street	O'Ferrall Street	1. Intersection capacity study 2. Add retroreflective signal backplates 3. Improve lighting	0.25	\$85,400	Medium-term	Low	40	0	0	0	15	10	5	10
I-CP-07	Intersection - City Project	Public Outreach	US 98	Northgate Road	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Low	40	5	0	0	15	10	0	10

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-CP-14	Intersection - City Project	Public Outreach	Hardy Street	25th Avenue	--	1. Right In Right Out	--	\$20,000	Medium-term	Medium-High	40	0	0	5	15	10	5	5
S-O-20	Segment - Overall	Technical and Public	Cross Creek Parkway Southbound	0.1 miles north of US 98/Hardy Street	0.3 miles north of US 98/Hardy Street	1. Install lighting	0.18	\$25,000	Medium-term	Medium	35	5	0	5	15	5	0	5
S-O-23	Segment - Overall	Technical and Public	I-59 Northbound/US 98 Westbound	US 98 Westbound On-Ramp	US 11 Off-Ramp	1. Improve lighting 2. Improve ITS	1.12	\$275,000	Medium-term	Medium	35	5	0	0	15	5	5	5
I-O-08	Intersection - Overall	Technical Analysis	US 49	Campbell Loop/Convention Center	--	1. Safety Study	--	\$50,000	Short-term	Low	35	10	0	5	15	5	0	0
I-O-12	Intersection - Overall	Technical Analysis	US 49/MS 42	Peps Point Road	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	35	10	0	5	15	5	0	0
I-O-18	Intersection - Overall	Technical and Public	US 98	North Gate Road	--	1. Convert to RCUT 2. Extend turn lanes	--	\$1,830,000	Long-term	Low	35	5	0	0	15	10	0	5
I-O-19	Intersection - Overall	Technical Analysis	US 49	Central School Road	--	1. Safety Study	--	\$50,000	Short-term	Low	35	5	10	0	15	5	0	0
I-O-22	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	King Road/Old Highway 11	--	1. Safety Study	--	\$50,000	Short-term	Medium	35	5	0	10	15	5	0	0
I-O-25	Intersection - Overall	Technical Analysis	US 49	Wisteria Drive/William Carey Parkway	--	1. Safety Study	--	\$50,000	Short-term	Medium	35	10	0	5	15	5	0	0
I-BP-04	Intersection - Bike/Ped	Technical Analysis	US 98 (Hardy Street)	Westover Drive	--	1. Safety Study	--	\$50,000	Short-term	Medium-Low	35	5	10	0	15	5	0	0
I-BP-06	Intersection - Bike/Ped	Technical Analysis	US 49	Sullivan Drive/Carter Pitt Road	--	1. Safety Study	--	\$50,000	Short-term	Low	35	5	10	0	15	5	0	0
I-CP-16	Intersection - City Project	Public Outreach	28th Avenue	Lincoln Road	--	1. Intersection improvements	--	\$1,500,000	Long-term	Medium-High	35	0	0	5	15	10	0	5
I-CP-21	Intersection - City Project	Public Outreach	7th Street	Service Road	--	1. Stripe crosswalk 2. Convert to Roundabout or All-Way Stop	--	\$2,906,000	Long-term	Medium	35	0	0	5	15	10	0	5

City of Hattiesburg, MS
Safety Action Plan

ID	Type	Source	Roadway Name	From/At	To	Improvement	Length (mi)	Cost	Timeframe	Local Priority	Total Prioritization Score	Crash Severity Score	Multimodal Score	Focus Areas Score	Equity Score	Infrastructure Score	Existing Plans Score	Public Concerns Score
I-O-14	Intersection - Overall	Technical Analysis	US 98 (Hardy Street)	Gravel Pit Road	--	1. Safety Study	--	\$50,000	Short-term	Low	30	5	0	5	15	5	0	0
I-O-24	Intersection - Overall	Technical Analysis	US 49	West Pine Street	--	1. Safety Study	--	\$50,000	Short-term	Medium	30	5	0	5	15	5	0	0
S-CP-11	Segment - City Project	Public Outreach	US 11	US 49	Lincoln Road	1. Landscaped Island - access management	0.45	\$344,000	Long-term	Medium	30	0	0	0	15	10	0	5
S-CP-12	Segment - City Project	Public Outreach	Mamie Street	23rd Avenue	24th Avenue	1. Sidewalks	0.07	\$630,000	Long-term	Medium	30	0	0	0	15	10	0	5
I-CP-13	Intersection - City Project	Public Outreach	East Hardy Street	Williams Street	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	30	0	0	0	15	10	0	5
I-CP-17	Intersection - City Project	Public Outreach	Adeline Street	8th Avenue	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	30	0	0	0	15	10	0	5
I-CP-18	Intersection - City Project	Public Outreach	Adeline Street	Florence Street	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	30	0	0	0	15	10	0	5
I-CP-19	Intersection - City Project	Public Outreach	6th Avenue	Corinne Street	--	1. Roundabout 2. Relocate residential driveway in NE corner	--	\$2,905,000	Long-term	Medium	30	0	0	0	15	10	0	5
I-CP-20	Intersection - City Project	Public Outreach	WSF Tatum Drive	Bonhomie Road	--	1. Add retroreflective backplates 2. Realign channelized right turn lanes	--	\$929,000	Long-term	Medium	30	0	0	0	15	10	0	5
I-CP-15	Intersection - City Project	Public Outreach	28th Avenue	Richburg Road	--	1. Roundabout	--	\$2,900,000	Long-term	Medium	25	0	0	0	10	10	0	5

Source: Neel-Schaffer

*Improvements shown in this table are recommended countermeasures based on planning level technical analysis. This plan recommends final selection of countermeasures and reasonable project limits during implementation phase.

- Short-Term projects can be implemented and completed within a 5-year timeframe.
- Medium-Term projects can be implemented and completed within a 5-year timeframe but may include elements that require more time to implement, monitor, or enforce.
- Long-Term projects take greater than 5 years to implement or require a long timeframe of monitoring or enforcement.

Appendix F: Self-Certification Worksheet



Safe Streets and Roads for All Self-Certification Eligibility Worksheet

All applicants should follow the instructions in the NOFO to correctly apply for a grant. See the [SS4A website](#) for more information.

Table 1 of the SS4A NOFO describes [eight components of an Action Plan](#), which correspond to the questions in this worksheet. Applicants should use this worksheet to determine whether their existing plan(s) contains the required components to be considered an eligible Action Plan for SS4A.

This worksheet is required for all SS4A **Implementation Grant** applications and any **Planning and Demonstration Grant applications to conduct Supplemental Planning/Demonstration Activities only**. Please complete the form in its entirety, do not adjust the formatting or headings of the worksheet, and upload the completed PDF with your application.

Eligibility

An Action Plan is considered eligible for an SS4A application for an Implementation Grant or a Planning and Demonstration Grant to conduct Supplemental Planning/Demonstration Activities if the following two conditions are met:

- You can answer "YES" to Questions **3, 7, and 9** in this worksheet; and
- You can answer "YES" to **at least four of the six remaining Questions, 1, 2, 4, 5, 6, and 8.**

If both conditions are not met, an applicant is still eligible to apply for a Planning and Demonstration Grant to fund the creation of a new Action Plan or updates to an existing Action Plan to meet SS4A requirements.

Applicant Information

Lead Applicant: City of Hattiesburg UEL: N4XZJLJ9AVM1

Action Plan Documents

In the table below, list the relevant Action Plan and any additional plans or documents that you reference in this form. Please provide a hyperlink to any documents available online or indicate that the Action Plan or other documents will be uploaded in Valid Eval as part of your application. Note that, to be considered an eligible Action Plan for SS4A, the plan(s) coverage must be broader than just a corridor, neighborhood, or specific location.

Document Title	Link	Date of Most Recent Update
SS4A Safety Action Plan	https://www.hattiesburgms.com/saferoads/	12/17/2024



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SS4A Self-Certification Eligibility Worksheet | Page 1 of 5

Action Plan Components

For each question below, answer "YES" or "NO." If "YES," list the relevant plan(s) or supporting documentation that address the condition and the specific page number(s) in each document that corroborates your response. This form provides space to reference multiple plans, but please list only the most relevant document(s).

1. Leadership Commitment and Goal Setting

Are **BOTH** of the following true?

- A high-ranking official and/or governing body in the jurisdiction publicly committed to an eventual goal of zero roadway fatalities and serious injuries; and
- The commitment includes either setting a target date to reach zero OR setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date.

☒ YES

☐ NO

Note: This may include a resolution, policy, ordinance, executive order, or other official announcement from a high-ranking official and the official adoption of a plan that includes the commitment by a legislative body.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	ii, 1

2. Planning Structure

To develop the Action Plan, was a committee, task force, implementation group, or similar body established and charged with the plan's development, implementation, and monitoring?

☒ YES

☐ NO

Note: This should include a description of the membership of the group and what role they play in the development, implementation, and monitoring of the Action Plan.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	54



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SS4A Self-Certification Eligibility Worksheet | Page 2 of 5

3. Safety Analysis

Does the Action Plan include **ALL** of the following?

- Analysis of existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region;
- Analysis of the location where there are crashes, the severity, as well as contributing factors and crash types;
- Analysis of systemic and specific safety needs, as needed (e.g., high-risk road features or specific safety needs of relevant road users); and,
- A geospatial identification (geographic or locational data using maps) of higher risk locations.

☒ YES

☐ NO

Note: Availability and level of detail of safety data may vary greatly by location. The [Fatality and Injury Reporting System Tool \(FIRST\)](#) provides county- and city-level data. When available, local data should be used to supplement nationally available data sets.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	16-32

4. Engagement and Collaboration

Did the Action Plan development include **ALL** of the following activities?

- Engagement with the public and relevant stakeholders, including the private sector and community groups;
- Incorporation of information received from the engagement and collaboration into the plan; and
- Coordination that included inter- and intra-governmental cooperation and collaboration, as appropriate.

☒ YES

☐ NO

Note: This should be a description of public meetings, participation in public and private events, and proactive meetings with stakeholders.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	54, 98-219



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SS4A Self-Certification Eligibility Worksheet | Page 3 of 5

5. Equity Considerations

Did the Action Plan development include **ALL** of the following?

- Considerations of equity using inclusive and representative processes;
- The identification of underserved communities through data; and
- Equity analysis developed in collaboration with appropriate partners, including population characteristics and initial equity impact assessments of proposed projects and strategies.

☒ YES

☐ NO

Note: This should include data that identifies underserved communities and/or reflects the impact of crashes on underserved communities, prioritization criteria that consider equity, or a description of meaningful engagement and collaboration with appropriate stakeholders.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	33-53

6. Policy and Process Changes

Are **BOTH** of the following true?

- The plan development included an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety; and
- The plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards.

☒ YES

☐ NO

Note: This may include existing and/or recommended Complete Streets policy, guidelines for community engagement and collaboration, policy for prioritizing areas of greatest need, local laws (e.g., speed limit), design guidelines, and other policies and processes that prioritize safety.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	11-16, 81-97



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SS4A Self-Certification Eligibility Worksheet | Page 4 of 5

7. Strategy and Project Selections

Does the plan identify a comprehensive set of projects and strategies to address the safety problems in the Action Plan, with information about time ranges when projects and strategies will be deployed, and an explanation of project prioritization criteria?

☒ YES
☐ NO

Note: This should include one or more lists of community-wide multi-modal and multi-disciplinary projects that respond to safety problems and reflect community input and a description of how your community will prioritize projects in the future.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	55-78, 220-240

8. Progress and Transparency

Does the plan include **BOTH** of the following?

- A description of how progress will be measured over time that includes, at a minimum, outcome data.
- The plan is posted publicly online.

☒ YES
☐ NO

Note: This should include a progress reporting structure and list of proposed metrics.

If "YES," please list the relevant document(s) and page number(s) that corroborate your response.

Document Title	Page Number(s)
SS4A Safety Action Plan	79-80

9. Action Plan Date

Was at least one of your plans finalized and/or last updated **between 2019 and April 30, 2024?**

(Plan was prepared with an FY2022 SS4A Grant. It falls within the required time period for that grant.)

☒ YES
☐ NO

Note: Updates may include major revisions, updates to the data used for analysis, status updates, or the addition of supplemental planning documents, including but not limited to an Equity Plan, one or more Road Safety Audits conducted in high-crash locations, or a Vulnerable Road User Plan.

If "YES," please list your most recent document(s), date of finalization, and page number(s) that corroborate your response.

Document Title	Date of Most Recent Update	Page Number(s)
SS4A Safety Action Plan	12/17/2024	iii



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SS4A Self-Certification Eligibility Worksheet | Page 5 of 5



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, December 17, 2024

Re: Acknowledge receipt of closing documents for the Paving, Marking & Pedestrian Pathway along Arledge Street, Edwards Street and Katie Avenue; Approve Supplemental Agreement No. 2 with R & J Construction, Inc. to adjust estimated quantities to actual quantities and authorize the Mayor to execute it in duplicate; Authorize publication of Notice of Final Settlement; Authorize payment of final pay application to the contractor; And authorize final acceptance of the project.
File Number: 2024-783
Minute Book #

Summary

Acknowledge receipt of closing documents for the Paving, Marking & Pedestrian Pathway along Arledge Street, Edwards Street and Katie Avenue; Approve Supplemental Agreement No. 2 with R & J Construction, Inc. to adjust estimated quantities to actual quantities and authorize the Mayor to execute it in duplicate; Authorize publication of Notice of Final Settlement; Authorize payment of final pay application to the contractor; And authorize final acceptance of the project.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.



Engineering Progress

November 21, 2024

City of Hattiesburg
PO Box 1898
Hattiesburg MS 39403-1898

Attn: Marybeth Bergin, P.E.

**RE: Paving, Marking & Pedestrian Pathway along Arledge St, Edwards St, &
Katie Ave
City of Hattiesburg, MS**

Dear Marybeth:

This is to certify the above referenced project has been completed in accordance with the previously approved plans and specifications.

Enclosed are the following documents:

1. Pay Estimate No. 5 and Final for the contractor in the amount of \$103,687.42
2. Contractor's Affidavit of Payment of Debts
3. Consent of Surety to final Payment
4. Warranty Letter
5. Supplemental Agreement No 2 executed by the Contractor with
Overrun/Underrun Statement; please forward us a signed copy of the
Supplemental Agreement upon execution by the mayor.

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shea E. McNease', enclosed within a blue oval.

Shea E. McNease, P.E.
Project Engineer

/sm

enclosures

APPLICATION AND CERTIFICATION FOR PAYMENT

TO:

City of Hattiesburg
200 Forrest St
Hattiesburg

FROM:

R&J Construction
PO Box 6
Laurel, MS 39441

CONTRACT FOR:

R & J Construction

PROJECT:

329 Hattiesburg PD Parking
200 Forrest St
Hattiesburg, MS 39401

VIA ARCHITECT:

G702

APPLICATION NO: 5 (Final)

PERIOD TO: 7/31/2023

INVOICE #:

JOB NUMBER: 329

SUBCONTRACT #:

CONTRACT DATE:

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
SUPPLIER
CONSTRUCTION MANAGER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,117,479.30
2. NET CHANGE BY CHANGE ORDERS	\$	115,200.99
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,232,680.29
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,232,680.29

5. RETAINAGE:

a. 0% of Completed Work (Column D + E on G703)	\$	0.00
b. 0% of Stored Material (Column F on G703)	\$	0.00

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS WORK COMPLETED AND MATERIALS STORED FROM PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,232,680.29

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,128,992.87
	\$	103,687.42
	\$	(0.00)

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$72,244.90	\$0.00
Total approved this Month	\$42,956.09	\$0.00
TOTALS	\$115,200.99	\$0.00
NET CHANGES by Change Order		\$115,200.99

The undersigned Contractor certifies that to the best of the Contractor's knowledge, Application is made for payment, as shown below, in connection with the Contract, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment have been issued and payments received from the Owner, and that current payment shown herein is for the Work

CONTRACTOR: R&J Construction

By: George Walters

State of: MS

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

Date: 11/16/2023

County of: Jones

16th Day of: November, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$103,687.42

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature]

Date: 11/20/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

G703

329 Hattiesburg PD Parking & Pathway

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5

APPLICATION DATE: August 11, 2023

PERIOD TO: July 31, 2023

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C Unit Price	D Scheduled Units	Unit of Measure	E SCHEDULED VALUE	F	G		H	I		J MATERIALS PRESENTLY STORED (NOT IN GOR I)	K TOTAL COMPLETED AND STORED TO DATE (G+H+J)	L % (K - E)	M BALANCE TO FINISH (E - K)	N RETAINAGE (IF VARIABLE RATE)
							WORK COMPLETED			THIS PERIOD						
							FROM PREVIOUS APPLICATION									
							Units	\$		Units	\$					
1	202-B Removal of Pavement Markings	9.00	66	LF	594.00	0.00	0.00	66.00	594.00	0.00	594.00	100.00%	0.00	0.00	0.00	
2	202-B Removal of Asphalt Pavement, All Depths	6.75	5485	SY	37,023.75	5485.00	37,023.75	0.00	0.00	0.00	0.00	37,023.75	100.00%	0.00	0.00	0.00
3	202-B Removal of Concrete Pavement	11.25	925	SY	10,406.25	1233.33	13,874.96	-308.33	(3,468.71)	0.00	0.00	10,406.25	100.00%	0.00	0.00	0.00
4	202-B Removal of Curb &/or Curb & Gutter	10.00	365	LF	3,650.00	365.00	3,650.00	0.00	0.00	0.00	0.00	3,650.00	100.00%	0.00	0.00	0.00
5	202-B Removal of Concrete Storm Inlets	500.00	4	EA	2,000.00	4.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	100.00%	0.00	0.00	0.00
6	202-B Removal of Concrete Storm Drain Pipe	20.00	120	LF	2,400.00	120.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00	100.00%	0.00	0.00	0.00
7	202-B Removal of Fence	3.50	1170	LF	4,095.00	1160.00	4,060.00	10.00	35.00	0.00	0.00	4,095.00	100.00%	0.00	0.00	0.00
8	202-B Removal of Gates	200.00	6	EA	1,200.00	6.00	1,200.00	0.00	0.00	0.00	0.00	1,200.00	100.00%	0.00	0.00	0.00
9	202-B Removal of Oil/Water Separator	1500.00	1	EA	1,500.00	1.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00	100.00%	0.00	0.00	0.00
10	203-A Unclassified Excavation LVM AH	12.00	350	CY	4,200.00	350.00	4,200.00	0.00	0.00	0.00	0.00	4,200.00	100.00%	0.00	0.00	0.00
11	203-G Excess Excavation LVM AH	7.50	2775	CY	20,812.50	11748.00	88,110.00	-8973.00	(67,297.50)	0.00	0.00	20,812.50	100.00%	0.00	0.00	0.00
12	211-B Topsoil for Landscape Islands & Slope Treatment	16.00	400	CY	6,400.00	0.00	0.00	400.00	6,400.00	0.00	0.00	6,400.00	100.00%	0.00	0.00	0.00
13	221-A Concrete Paved Ditch	2928.00	1.6	CY	4,684.80	1.60	4,684.80	0.00	0.00	0.00	0.00	4,684.80	100.00%	0.00	0.00	0.00
14	226-A Temporary Grassing	3200.00	1	AC	3,200.00	0.00	0.00	1.00	3,200.00	0.00	0.00	3,200.00	100.00%	0.00	0.00	0.00
15	234-A Temporary Silt Fence	5.00	1000	LF	5,000.00	970.00	4,850.00	30.00	150.00	0.00	0.00	5,000.00	100.00%	0.00	0.00	0.00
16	237-A Wattles 20"	7.50	400	LF	3,000.00	0.00	0.00	400.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	0.00	0.00
17	246-A Sandbags	5.50	250	LF	1,375.00	0.00	0.00	250.00	1,375.00	0.00	0.00	1,375.00	100.00%	0.00	0.00	0.00
18	282-C Sleeves 2" PVC	6.00	1320	LF	7,920.00	1320.00	7,920.00	0.00	0.00	0.00	0.00	7,920.00	100.00%	0.00	0.00	0.00
19	282-C Sleeves 4" PVC	11.50	490	LF	5,635.00	490.00	5,635.00	0.00	0.00	0.00	0.00	5,635.00	100.00%	0.00	0.00	0.00
20	304-A Granular Mtl LVM CL 9 GR B	10.00	2250	CY	22,500.00	2728.00	27,280.00	-478.00	(4,780.00)	0.00	0.00	22,500.00	100.00%	0.00	0.00	0.00
21	304-G Crushed Aggregate 610	53.50	565	TN	30,227.50	18.80	1,005.80	546.20	29,221.70	0.00	0.00	30,227.50	100.00%	0.00	0.00	0.00

A ITEM NO.	B DESCRIPTION OF WORK	C Unit Price	D Scheduled Units	E Unit of Measure	F	G WORK COMPLETED			H	I		J MATERIALS PRESENTLY STORED (NOT IN GOR.)	K TOTAL COMPLETED AND STORED TO DATE (G+J)	L % (K - E)	M BALANCE TO FINISH (E - K)	N RETAINAGE (IF VARIABLE RATE)
						FROM PREVIOUS APPLICATION		THIS PERIOD								
						Units	\$	Units		\$						
22	403-A 9.5 mm ST Asphalt Pavement	154.50	610	TN	94,245.00	465.24	71,879.58	144.76	22,365.42		0.00	94,245.00	100.00%	0.00	0.00	
23	403-A 19 mm ST Asphalt Pavement	127.00	1415	TN	179,705.00	1292.18	164,106.86	122.82	15,598.14		0.00	179,705.00	100.00%	0.00	0.00	
24	403-B 9.5 mm ST Asphalt Leveling	218.00	1	TN	218.00	0.00	0.00	1.00	218.00		0.00	218.00	100.00%	0.00	0.00	
25	406-A Cold Milling of Bituminous Pavement	35.00	18	SY	630.00	1284.40	44,954.00	-1266.40	(44,324.00)		0.00	630.00	100.00%	0.00	0.00	
26	601-B Class B Structural Concrete Minor Structures	1685.00	26	CY	43,810.00	32.16	54,189.60	-6.16	(10,379.60)		0.00	43,810.00	100.00%	0.00	0.00	
27	602-A Reinforcing Steel	3.00	2395	LB	7,185.00	2996.18	8,988.54	-601.18	(1,803.54)		0.00	7,185.00	100.00%	0.00	0.00	
28	603-CA 18" Reinforced Concrete Pipe Class III	46.75	543	LF	25,385.25	543.00	25,385.25	0.00	0.00		0.00	25,385.25	100.00%	0.00	0.00	
29	603-SB 18" Branch Connection	1000.00	1	EA	1,000.00	1.00	1,000.00	0.00	0.00		0.00	1,000.00	100.00%	0.00	0.00	
30	604-A Castings	5.00	474	LB	2,370.00	474.00	2,370.00	0.00	0.00		0.00	2,370.00	100.00%	0.00	0.00	
31	604-B Gratings	5.00	1000	LB	5,000.00	1000.00	5,000.00	0.00	0.00		0.00	5,000.00	100.00%	0.00	0.00	
32	604-PP Modify Existing Inlet	2750.00	2	EA	5,500.00	2.00	5,500.00	0.00	0.00		0.00	5,500.00	100.00%	0.00	0.00	
33	605-AA Geotextile for Subsurface Drainage	2.00	976	SY	1,952.00	976.00	1,952.00	0.00	0.00		0.00	1,952.00	100.00%	0.00	0.00	
34	605-Q 6" Perforated Corrugated Drainage Tubing	14.60	1285	LF	18,761.00	1285.00	18,761.00	0.00	0.00		0.00	18,761.00	100.00%	0.00	0.00	
35	605-P 6" Non-Perforated Sewer Pipe	17.00	50	LF	850.00	50.00	850.00	0.00	0.00		0.00	850.00	100.00%	0.00	0.00	
36	605-W Filter Material Type A	63.25	123	CY	7,779.75	123.00	7,779.75	0.00	0.00		0.00	7,779.75	100.00%	0.00	0.00	
37	605-W Filter Material Type B	30.00	134	CY	4,020.00	134.00	4,020.00	0.00	0.00		0.00	4,020.00	100.00%	0.00	0.00	
38	608-A 4" Concrete Sidewalk w/out Reinforcement	50.00	895	SY	44,750.00	925.00	46,250.00	-30.00	(1,500.00)		0.00	44,750.00	100.00%	0.00	0.00	
39	608-A 6" Concrete Sidewalk w/out Reinforcement	300.00	119	SY	35,700.00	109.67	32,901.00	9.33	2,799.00		0.00	35,700.00	100.00%	0.00	0.00	
40	608-B Concrete Sidewalk w/Reinforcement Steps	11000.00	1.7	CY	18,700.00	1.70	18,700.00	0.00	0.00		0.00	18,700.00	100.00%	0.00	0.00	
41	608-C Detectable Warning Panels	22.50	460	SF	10,350.00	304.00	6,840.00	156.00	3,510.00		0.00	10,350.00	100.00%	0.00	0.00	
42	609-D Combo Concrete Curb & Gutter	20.50	3035	LF	62,217.50	3210.00	65,805.00	-175.00	(3,587.50)		0.00	62,217.50	100.00%	0.00	0.00	
43	614-A Concrete Driveway w/out Reinforcement 7"	87.50	170	SY	14,875.00	178.00	15,575.00	-8.00	(700.00)		0.00	14,875.00	100.00%	0.00	0.00	
44	611-B Brick Pavers	40.00	75	SF	3,000.00	75.00	3,000.00	0.00	0.00		0.00	3,000.00	100.00%	0.00	0.00	
45	618-A Maintenance of Traffic	93500.00	1	LS	93,500.00	0.85	79,475.00	0.15	14,025.00		0.00	93,500.00	100.00%	0.00	0.00	

A	B	C	D	E	F	G	H	I	J	K	L	M	N		
ITEM NO.	DESCRIPTION OF WORK	Unit Price	Scheduled Units	Unit of Measure	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN GOR I)	TOTAL COMPLETED AND STORED TO DATE (G+H+I)	% (K - E)	BALANCE TO FINISH (E - K)	RETAINAGE (IF VARIABLE RATE)		
						FROM PREVIOUS APPLICATION								Units	S
						Units	S								
46	619-D Remove & Reset Signs	225.00	2	EA	450.00	0.00	2.00	450.00	0.00	450.00	100.00%	0.00	0.00		
47	620-A Mobilization	#####	1	LS	203,645.00	0.95	193,462.75	10,182.25	0.00	203,645.00	100.00%	0.00	0.00		
48	626-B 6" Thermoplastic Traffic Stripe Yellow	3.00	2144	LF	6,432.00	0.00	2144.00	6,432.00	0.00	6,432.00	100.00%	0.00	0.00		
49	626-G Thermoplastic Detail Traffic Stripe 6"	4.00	2471	LF	9,884.00	0.00	2471.00	9,884.00	0.00	9,884.00	100.00%	0.00	0.00		
50	626-H Thermoplastic Legend White	5.00	1100	LF	5,500.00	0.00	1100.00	5,500.00	0.00	5,500.00	100.00%	0.00	0.00		
51	626-H Thermoplastic Legend White	17.00	148	SF	2,516.00	0.00	148.00	2,516.00	0.00	2,516.00	100.00%	0.00	0.00		
52	630-A Standard Roadside Signs Aluminum 0.08"	28.00	22	SF	616.00	0.00	22.00	616.00	0.00	616.00	100.00%	0.00	0.00		
53	630-C Steel U-Section Posts 3lb/ft	15.00	72	LF	1,080.00	0.00	72.00	1,080.00	0.00	1,080.00	100.00%	0.00	0.00		
54	699-A Construction Staking	21000.00	1	LS	21,000.00	1.00	21,000.00	0.00	0.00	21,000.00	100.00%	0.00	0.00		
55	L00018 Handrail for Steps	7029.00	1	LS	7,029.00	1.00	7,029.00	0.00	0.00	7,029.00	100.00%	0.00	0.00		
56	Geogrid (SA No. 1)	7.25	1074	SY	7,786.50	1074.00	7,786.50	0.00	0.00	7,786.50	100.00%	0.00	0.00		
57	Geotextile Fabric (SA No.1)	2.00	2250	SY	4,500.00	2250.00	4,500.00	0.00	0.00	4,500.00	100.00%	0.00	0.00		
58	Fill Sand (SA No. 1)	10.00	1992	CY	19,920.00	1992.00	19,920.00	0.00	0.00	19,920.00	100.00%	0.00	0.00		
59	Mixing, Shaping and Compaction (SA No. 1)	4.30	2686	SY	11,549.80	2686.00	11,549.80	0.00	0.00	11,549.80	100.00%	0.00	0.00		
60	Lime (SA No. 1)	294.00	96.9	Ton	28,488.60	96.90	28,488.60	0.00	0.00	28,488.60	100.00%	0.00	0.00		
61	202-B Removal of Pavement Markings (S.A. No. 2)	9.00	-66	LF	(594.00)	0.00	-66.00	(594.00)	0.00	(594.00)	100.00%	0.00	0.00		
62	202-B Removal of Concrete Pavement (S.A. No. 2)	11.25	308.33	SY	3,468.71	0.00	308.33	3,468.71	0.00	3,468.71	100.00%	0.00	0.00		
63	203-G Excess Excavation LVM AH (S.A. No. 2)	7.50	8973	CY	67,297.50	0.00	8973.00	67,297.50	0.00	67,297.50	100.00%	0.00	0.00		
64	211-B Topsoil for Landscape Islands & Slope Treatment (S.A. No. 2)	16.00	-400	CY	(6,400.00)	0.00	-400.00	(6,400.00)	0.00	(6,400.00)	100.00%	0.00	0.00		
65	226-A Temporary Grassing (S.A. No. 2)	3200.00	-1	AC	(3,200.00)	0.00	-1.00	(3,200.00)	0.00	(3,200.00)	100.00%	0.00	0.00		
66	234-A Temporary Silt Fence (S.A. No. 2)	5.00	-30	LF	(150.00)	0.00	-30.00	(150.00)	0.00	(150.00)	100.00%	0.00	0.00		
67	237-A Wattles 20" (S.A. No. 2)	7.50	-400	LF	(3,000.00)	0.00	-400.00	(3,000.00)	0.00	(3,000.00)	100.00%	0.00	0.00		
68	246-A Sandbags (S.A. No. 2)	5.50	-250	LF	(1,375.00)	0.00	-250.00	(1,375.00)	0.00	(1,375.00)	100.00%	0.00	0.00		
69	304-A Granular Mtl LVM CL 9 GR B (S.A. No. 2)	10.00	478	CY	4,780.00	0.00	478.00	4,780.00	0.00	4,780.00	100.00%	0.00	0.00		

A ITEM NO.	B DESCRIPTION OF WORK	C Unit Price	D Scheduled Units	E Unit of Measure	F SCHEDULED VALUE	G WORK COMPLETED	H	I	J MATERIALS PRESENTLY STORED (NOT IN GOR I)	K TOTAL COMPLETED AND STORED TO DATE (G+I+J)	L % (K - E)	M BALANCE TO FINISH (E - K)	N RETAINAGE (IF VARIABLE RATE)	
						FROM PREVIOUS APPLICATION	THIS PERIOD							
						Units	\$	Units	\$					
70	304-G Crushed Aggregate 610 (S.A. No. 2)	53.50	-546.2	TN	(29,221.70)	0.00	0.00	-546.20	(29,221.70)	0.00	(29,221.70)	100.00%	0.00	0.00
71	403-A 9.5 mm ST Asphalt Pavement (S.A. No. 2)	154.50	-144.76	TN	(22,365.42)	0.00	0.00	-144.76	(22,365.42)	0.00	(22,365.42)	100.00%	0.00	0.00
72	403-A 19 mm ST Asphalt Pavement (S.A. No. 2)	127.00	-122.82	TN	(15,598.14)	0.00	0.00	-122.82	(15,598.14)	0.00	(15,598.14)	100.00%	0.00	0.00
73	403-B 9.5 mm ST Asphalt Leveling (S.A. No. 2)	218.00	-1	TN	(218.00)	0.00	0.00	-1.00	(218.00)	0.00	(218.00)	100.00%	0.00	0.00
74	406-A Cold Milling of Bituminous Pavement (S.A. No. 2)	35.00	1266.4	SY	44,324.00	0.00	0.00	1266.40	44,324.00	0.00	44,324.00	100.00%	0.00	0.00
75	601-B Class B Sructural Concrete Minor Structures (S.A. No. 2)	1685.00	6.16	CY	10,379.60	0.00	0.00	6.16	10,379.60	0.00	10,379.60	100.00%	0.00	0.00
76	602-A Reinforcing Steel (S.A. No. 2)	3.00	601.18	LB	1,803.54	0.00	0.00	601.18	1,803.54	0.00	1,803.54	100.00%	0.00	0.00
77	608-A 4" Concrete Sidewalk w/out Reinforcement (S.A. No. 2)	50.00	30	SY	1,500.00	0.00	0.00	30.00	1,500.00	0.00	1,500.00	100.00%	0.00	0.00
78	608-A 6" Concrete Sidewalk w/out Reinforcement (S.A. No. 2)	300.00	-9.33	SY	(2,799.00)	0.00	0.00	-9.33	(2,799.00)	0.00	(2,799.00)	100.00%	0.00	0.00
79	609-D Combo Concrete Curb & Gutter (S.A. No. 2)	20.50	175	LF	3,587.50	0.00	0.00	175.00	3,587.50	0.00	3,587.50	100.00%	0.00	0.00
80	614-A Concrete Driveway w/out Reinforcement 7" (S.A. No. 2)	87.50	8	SY	700.00	0.00	0.00	8.00	700.00	0.00	700.00	100.00%	0.00	0.00
81	619-D Remove & Reset Signs (S.A. No. 2)	225.00	-2	EA	(450.00)	0.00	0.00	-2.00	(450.00)	0.00	(450.00)	100.00%	0.00	0.00
82	626-B 6" Thermoplastic Traffic Stripe Yellow (S.A. No. 2)	3.00	-2144	LF	(6,432.00)	0.00	0.00	-2144.00	(6,432.00)	0.00	(6,432.00)	100.00%	0.00	0.00
83	626-G Thermoplastic Detail Traffic Stripe 6" (S.A. No. 2)	4.00	-2471	LF	(9,884.00)	0.00	0.00	-2471.00	(9,884.00)	0.00	(9,884.00)	100.00%	0.00	0.00
84	626-H Thermoplastic Legend White (S.A. No. 2)	5.00	-1100	LF	(5,500.00)	0.00	0.00	-1100.00	(5,500.00)	0.00	(5,500.00)	100.00%	0.00	0.00
85	626-H Thermoplastic Legend White (S.A. No. 2)	17.00	-148	SF	(2,516.00)	0.00	0.00	-148.00	(2,516.00)	0.00	(2,516.00)	100.00%	0.00	0.00
86	630-A Standard Roadside Signs Aluminum 0.08" (S.A. No. 2)	28.00	-22	SF	(616.00)	0.00	0.00	-22.00	(616.00)	0.00	(616.00)	100.00%	0.00	0.00
87	630-C Steel U-Section Posts 3lb/ft (S.A. No. 2)	15.00	-72	LF	(1,080.00)	0.00	0.00	-72.00	(1,080.00)	0.00	(1,080.00)	100.00%	0.00	0.00
88	626-B: 6" Paint Traffic Stripe, Continuous Yellow (SA No. 2)	2.00	2144	LF	4,288.00	0.00	0.00	2144.00	4,288.00	0.00	4,288.00	100.00%	0.00	0.00
89	626-G: Paint Detail Traffic Stripe, White, 6" (SA No. 2)	2.50	2471	LF	6,177.50	0.00	0.00	2471.00	6,177.50	0.00	6,177.50	100.00%	0.00	0.00
90	626-H: Paint Legend, White (6" Equivalent) (SA No. 2)	3.75	1100	LF	4,125.00	0.00	0.00	1100.00	4,125.00	0.00	4,125.00	100.00%	0.00	0.00
91	626-H: Paint Legend, White (SA No. 2)	13.00	148	SY	1,924.00	0.00	0.00	148.00	1,924.00	0.00	1,924.00	100.00%	0.00	0.00
GRAND TOTALS					\$1,232,680.29		\$1,188,413.54		\$44,266.75	\$0.00	\$1,232,680.29	100.00%	\$0.00	\$0.00

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*Paving, Marking & Pedestrian
Pathway Along Arledge St,
Edwards St & Katie Ave
Hattiesburg, MS**TO OWNER:** *(Name and address)*City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401**ARCHITECT'S PROJECT NUMBER:****CONTRACT FOR:**Paving, Marking & Pedestrian
Pathway**CONTRACT DATED:**

10/25/21

OWNER ☐ARCHITECT ☐CONTRACTOR ☐SURETY ☐OTHER ☐**STATE OF:** Mississippi**COUNTY OF:** Jones

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment: ☒ Yes ☐ No

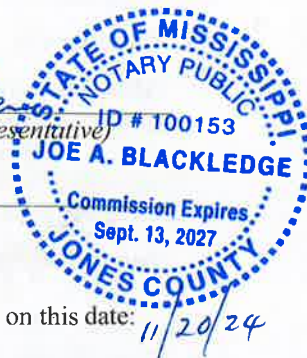
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*R & J Construction, Inc.
P.O. Box 6
Laurel, MS 39441**BY:**

(Signature of authorized representative)

George Walters, President

(Printed name and title)

Subscribed and sworn to before me on this date: 11/20/24

Notary Public: 

My Commission Expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**AIA**[®]**Document G707™ – 1994****Consent Of Surety to Final Payment**

Bond # 118935W

PROJECT: (Name and address)

Paving, Marking & Pedestrian Pathway along
Arledge Street, Edwards Street & Katie
Avenue Hattiesburg, MS

ARCHITECT'S PROJECT NUMBER:**CONTRACT FOR:** Construction**CONTRACT DATED:****TO OWNER: (Name and address)**

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

, SURETY,

on bond of

(Insert name and address of Contractor)

R & J Construction, Inc.
P.O. Box 6
Laurel, MS 39441

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 1st, 2024

(Insert in writing the month followed by the numeric date and year.)

Westfield Insurance Company

(Surety)

(Signature of authorized representative)

Kimberly B. Barhum, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/14/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2320202 13

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, TENORA POSEY, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of MARCH A.D., 2023.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 14th day of MARCH A.D., 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of February A.D., 2024




Frank A. Carrino, Secretary

R&J CONSTRUCTION
LAUREL, MISSISSIPPI

P.O. Box 6, Laurel, Mississippi 39441
601-426-1042

November 20 2024

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Re: Paving, Marking & Pedestrian Pathway Along Arledge Street, Edwards Street & Katie Avenue

We hereby guarantee the work completed by us on the above captioned project to be free from defective materials and workmanship for a period of one year from the date of substantial completion.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the site, or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.



George Walters,
President

State of Mississippi
County of Jones

Subscribed and sworn to before me on this date: 11/20/24

Notary Public: 

My commission expires: _____



**PAVING, MARKING & PEDESTRIAN PATHWAY ALONG ARLEDGE
STREET, EDWARDS STREET & KATIE AVENUE
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 2

CITY OF HATTIESBURG

WHEREAS, We, R&J Construction Company, Inc., Contractor and Westerfield Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 25th Day of October 2021 for Paving, Marking & Pedestrian Pathway Along Arledge Street, Edwards Street & Katie Avenue.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact to the public and increase ease of construction.

WHEREAS: During the construction of the parking area and required storm drainage system scheduling and material availability conflicts were realized in regard to the required traffic striping on the project.

WHEREAS: The aforementioned conflicts would cause a significant delay in the intended opening and use of the facility. In order to move the project to completion in a timely manner the required thermoplastic striping was changed to painted striping. The following pay items are hereby added to the contract documents:

Item 61	6-Inch Paint Traffic Stripe, Continuous Yellow	L.F.	2,144	\$2.50	\$ 5,360.00
Item 62	6-Inch Paint Detail Traffic Stripe, White	L.F.	2,471	\$2.50	\$ 6,177.50
Item 63	Paint Legend, White (6-Inch Equivalent)	L.F.	1,100	\$3.75	\$ 4,125.00
Item 64	Paint Legend, White	S.Y.	148	\$13.00	\$ 1,924.00

WHEREAS: The attached Overrun/Underrun statement is included as a part of this agreement and reflects the aforementioned changes to the planned quantities.

Original Contract Amount	\$ 1,117,479.30
Contract Amount Including Previous Change Orders	\$ 1,189,724.20
Subtotal for Supplemental Agreement No. 2	\$ 16,514.50
Project Increase from Overrun/Underrun	\$ 26,441.59
Final Contract Amount	\$ 1,232,680.29

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, R&J Construction Company, Inc., Contractor and Westerfield Insurance Company, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 16th day of November, 2023

R&J Construction Company, Inc.

Westerfield Insurance Company

By: George Walter
Contractor

By: Kimberly B. Barham
Surety Kimberly B. Barham, Attorney-In-Fact

Witness: Justin Blum

Witness: PSA

City of Hattiesburg

By: _____
Owner

Witness: _____

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/14/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2320202 13

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID R. FORTENBERRY, RICHARD T. JONES, MARY J. NORVAL, KIMBERLY B. BARHUM, TENORA POSEY, JOINTLY OR SEVERALLY

of HATTIESBURG and State of MS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of MARCH A.D., 2023.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 14th day of MARCH A.D., 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of November A.D., 2023.



Frank A. Carrino, Secretary

OVERRUNS UNDERRUNS
 PROJECT: 1235-156 Site Planning at HPSB
 CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
202-B	Removal of Pavement Markings	Lin. Ft.	66	-		66	\$9.00		\$594.00
Reason: Minor Change									
202-B	Removal of Asphalt Pavement, All Depths	Sq. Yd.	5,485	5,485			\$6.75		
Reason: No Change									
202-B	Removal of Concrete Pavement, All Depths	Sq. Yd.	925	1,233	308		\$11.25	\$3,468.75	
Reason: Construction of sidewalk required adjustment of loading dock driveway to obtain ADA compliance.									
202-B	Removal of Curb &/or Curb and Gutter, All Types	Lin. Ft.	365	365			\$10.00		
Reason: No Change									
202-B	Removal of Concrete Storm Inlets (All Sizes)	Each	4	4			\$500.00		
Reason: No Change									
202-B	Removal of Concrete Storm Drainage Pipe (Under 36" Diameter) (All Depths)	Lin. Ft.	120	120			\$20.00		
Reason: No Change									
202-B	Removal of Fence, All Types	Lin. Ft.	1,170	1,170			\$3.50		
Reason: No Change									
202-B	Removal of Cates, All Types, All Sizes (Incl. Posts, Brick Columns, etc)	Each	6	6			\$200.00		
Reason: No Change									

OVERRUNS UNDERRUNS
 PROJECT: 1235-156 Site Planning at HPSB
 CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
202-B	Removal of Oil/Water Separator w/ Appurtenances	Each	1	1			\$1,500.00		
Reason: No Change									
203-A	Unclassified Excavation, LVM, AH	Cu.Yd.	350	350			\$12.00		
Reason: No Change									
203-G	Excess Excavation, LVM, AH	Cu.Yd.	2,775	11,748	8,973		\$7.50	\$67,297.50	
Reason: Subsurface conditions required the removal of excess material in order to stabilize the site.									
211-B	Topsoil for Landscape Islands & Slope Treatment, Contractor Furnished	Cu.Yd.	400	-		400	\$16.00		\$6,400.00
Reason: Quantity completed by landscaping contractor.									
221-A	Concrete Paved Ditch	Cu.Yd.	1.6	1.6			\$2,928.00		
Reason: No Change									
226-A	Temporary Grassing	Acre	1	-		1	\$3,200.00		\$3,200.00
Reason: Length of project did not require item.									
234-A	Temporary Silt Fence	Lin. Ft.	1,000	970		30	\$5.00		\$150.00
Reason: Minor Change									
237-A	Wattles, 20"	Lin. Ft.	400	-		400	\$7.50		\$3,000.00
Reason: Timing of project did not require item.									
246-A	Sandbags	Lin. Ft.	250	-		250	\$5.50		\$1,375.00
Reason: Timing of project did not require item.									

OVERRUNS UNDERRUNS
 PROJECT: 1235-156 Site Planning at HPSB
 CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
282-C	Sleeves, 2" PVC	Lin. Ft.	1,320	1,320			\$5.00		
Reason: No Change									
282-C	Sleeves, 4" PVC	Lin. Ft.	490	490			\$11.50		
Reason: No Change									
304-A	Granular Material (LVM) (Class 9, Group B)	Cu. Yd.	2,250	2,728	478		\$10.00	\$4,780.00	
Reason: Subsurface conditions required the removal of excess material in order to stabilize the site.									
304-G	Crushed Aggregate (610)	Tons	565	18.8		546	\$53.50		\$29,221.70
Reason: Composition of subbase allowed for the mixing of lime thereby reducing this quantity.									
403-A	9.5 mm, ST, Asphalt Pavement	Tons	610	465.24		145	\$154.50		\$22,365.42
Reason: Paving stopped short due to Hall Avenue construction.									
403-A	19 mm, ST, Asphalt Pavement	Tons	1,415	1,292.18		123	\$127.00		\$15,598.14
Reason: Paving stopped short due to Hall Avenue construction.									
403-B	9.5 mm, ST, Asphalt Pavement, Leveling	Tons	1	-		1	\$218.00		\$218.00
Reason: Change in construction methods did not require this item.									
406-A	Cold Milling of Bituminous Pavement, All Depths	Sq. Yd.	18	1,284.4	1,266		\$35.00	\$44,324.00	
Reason: Additional milling required to match finish grades on Arledge St.									
601-B	Class "B" Structural Concrete - Minor Structures	Cu. Yd.	26	32.16	6		\$1,685.00	\$10,379.60	
Reason: Previously constructed inlet required adjustment. This is due to the fire department needing to remain in this location.									

OVERRUNS UNDERRUNS
PROJECT: 1235-156 Site Planning at HPSB
CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
602-A	Reinforcing Steel	Lbs.	2,395	2,996.18	601		\$3.00	\$1,803.54	
Reason: Previously constructed inlet required adjustment. This is due to the fire department needing to remain in this location.									
603-CA	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	543	543			\$46.75		
Reason: No Change									
603-SB	18" Branch Connection, Stub into Existing Reinforced Concrete Pipe	Each	1	1			\$1,000.00		
Reason: No Change									
604-A	Castings	Lbs.	474	474			\$5.00		
Reason: No Change									
604-B	Gratings	Lbs.	1,000	1,000			\$5.00		
Reason: No Change									
604-PP	Modify Existing Inlet, Per Plans	Each	2	2			\$2,750.00		
Reason: No Change									
605-AA	Geotextile for Subsurface Drainage, Type III	Sq. Yd.	976	976			\$2.00		
Reason: No Change									
605-Q	6" Perforated Corrugated Polyethylene Drainage Tubing for Underdrains, SDR 35	Lin. Ft.	1,285	1,285			\$14.60		
Reason: No Change									
605-P	6" Non-Perforated Sewer Pipe for Underdrains, SDR 23.5	Lin. Ft.	50	50			\$17.00		
Reason: No Change									

OVERRUNS UNDERRUNS
 PROJECT: 1235-156 Site Planning at HPSB
 CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type A	Cu. Yd.	123	123			\$63.25		
Reason: No Change									
605-W	Filter Material for Combination Storm Drain and/or Underdrain, Type B	Cu. Yd.	134	134			\$30.00		
Reason: No Change									
608-A	4" Depth Concrete Sidewalk, without Reinforcement	Sq. Yd.	895	925	30		\$50.00	\$1,500.00	
Reason: Additional sidewalk required to due to conflict with utilities and maintaining of ADA grades.									
608-A	6" Depth Concrete Sidewalk, without Reinforcement (for Raised Crosswalks) (Incl.	Sq. Yd.	119	109.67		9	\$300.00		\$2,799.00
Reason: Field conditions differed from planned condition.									
608-B	Concrete Sidewalk, with Reinforcement (for Steps)	Cu. Yd.	1.7	1.7			\$11,000.00		
Reason: No Change									
608-C	Detectable Warning Panels	Sq. Ft.	460	460			\$22.50		
Reason: No Change									
609-D	Combination Concrete Curb and Gutter, Per Plans	Lin. Ft.	3,035	3,210	175		\$20.50	\$3,587.50	
Reason: Changes made to the intersection of Katie Ave. and Arledge St. Also to address grade issues at loading dock.									
614-A	Concrete Driveway, without Reinforcement, 7" Thickness	Sq. Yd.	170	178	8		\$87.50	\$700.00	
Reason: Driveway reconstructed at loading dock due to difference in constructed grade and planned grade.									
611-B	Brick Pavers	Sq. Ft.	75	75			\$40.00		
Reason: No Change									

OVERRUNS UNDERRUNS
 PROJECT: 1235-156 Site Planning at HPSP
 CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
618-A	Maintenance of Traffic	Lump Sum	1	1.00		-	\$93,500.00		
Reason: No Change									
619-D	Remove and Reset Signs, All Sizes	Each	2	-		2	\$725.00		\$450.00
Reason: Item not required due to coordination of construction of HPSP.									
620-A	Mobilization	Lump Sum	1	1.00		-	\$203,645.00		
Reason: No Change									
626-B	6" Thermoplastic Traffic Stripe, Continuous Yellow	Lin. Ft.	2,144	-		2,144	\$3.00		\$6,432.00
Reason: Availability and scheduling of material did not allow its use. Changed to painted stripe.									
626-G	Thermoplastic Detail Traffic Stripe, White, 6"	Lin. Ft.	2,471	-		2,471	\$4.00		\$9,884.00
Reason: Availability and scheduling of material did not allow its use. Changed to painted stripe.									
626-H	Thermoplastic Legend, White (6" Equiv)	Lin. Ft.	1,100	-		1,100	\$5.00		\$5,500.00
Reason: Availability and scheduling of material did not allow its use. Changed to painted stripe.									
626-H	Thermoplastic Legend, White	Sq. Ft.	148	-		148	\$17.00		\$2,516.00
Reason: Availability and scheduling of material did not allow its use. Changed to painted stripe.									
630-A	Standard Roadside Signs, Sheet Aluminum, 0.08" Thickness	Sq. Ft.	22	-		22	\$28.00		\$616.00
Reason: Street closed due to construction of HPSP. Quantity not needed.									
630-C	Steel U-Section Posts, 3.0 Lbs./Ft	Lin. Ft.	72	-		72	\$15.00		\$1,080.00
Reason: Street closed due to construction of HPSP. Quantity not needed.									

OVERRUNS UNDERRUNS
 PROJECT: 1235-156 Site Planning at HPSB
 CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
699-A	Construction Staking	Lump Sum	1	1			\$21,000.00		
Reason: No Change									
L00018	Handrail, Per Plans (for Steps)	Lump Sum	1	1			\$7,029.00		
Reason: No Change									
56	Geogrid (SA No 1)	Sq. Yd.	1,074	1,074			\$7.25		
Reason: No Change									
57	Geotextile Fabric (SA No 1)	Sq. Yd.	2,250	2,250		-	\$2.00		
Reason: No Change									
58	Fill Sand (SA No 1)	Cu. Yd.	1,992	1,992		-	\$10.00		
Reason: No Change									
59	Mixing, Shaping and Compaction (SA No 1)	Sq. Yd.	2,686	2,686		-	\$4.30		
Reason: No Change									
60	Lime (SA No 1)	Tons	96.9	96.9		-	\$294.00		
Reason: No Change									
61	6-Inch Paint Traffic Stripe, Continuous Yellow (S.A. No. 2)	L.F.	2,144	2,144			\$2.00		
Reason: No Change									
62	6-Inch Paint Detail Traffic Stripe, White (S.A. No. 2)	L.F.	2,471	2,471			\$2.50		
Reason: No Change									
63	Paint Legend, White (6-Inch Equivalent)(S.A. No. 2)	L.F.	1,100	1,100			\$3.75		
Reason: No Change									

OVERRUNS UNDERRUNS
 PROJECT: 1235-156 Site Planning at HPSB
 CONTRACTOR: R J Construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
64	Paint Legend, White (S.A. No. 2)	S.F.	148	148			\$13.00		
Reason: No Change									

\$137,840.85 \$ 111,399.26

PROJECT INCREASE /DECREASE \$ 26,441.59

Original Contract Amount \$ 1,117,479.30
 Supplemental Agreement No. 1 \$ 72,244.90
 Supplemental Agreement No. 2 \$ 16,514.50
 Overrun-/Underrun \$ 26,441.59
 Final Contract Amount \$ 1,232,680.29



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 17, 2024

Re: Approve Agreement between City of Hattiesburg Police Department and United States Department of Veterans Affairs, G.V. (Sonny) Montgomery VA Medical Center Police Department related to Interagency coordination and responsibility concerning law enforcement at GVSMVAMC, Hattiesburg VA Clinic located at 5003 Hardy Street Tower V, Suite 402 Hattiesburg, MS 39402 and authorize execution of the same.
File Number: 2024-788
Minute Book #

Summary

Approve Agreement between City of Hattiesburg Police Department and United States Department of Veterans Affairs, G.V. (Sonny) Montgomery VA Medical Center Police Department related to Interagency coordination and responsibility concerning law enforcement at GVSMVAMC, Hattiesburg VA Clinic located at 5003 Hardy Street Tower V, Suite 402 Hattiesburg, MS 39402 and authorize execution of the same.

Recommendation Statement

I recommend that this agreement be approved.

Please place this on the December 17, 2024 City Council meeting for consideration.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, G.V. (Sonny)
MONTGOMERY VA MEDICAL CENTER POLICE
AND
HATTIESBURG MISSISSIPPI POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) G.V. (Sonny) Montgomery VA Medical Center (GVSMVAMC) and the Hattiesburg Police Department, hereinafter referred to as "Parties."

1. PURPOSE. To establish a general working relationship between the GVSMVAMC Police Service and the city of Hattiesburg Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at GVSMVAMC, Hattiesburg VA Clinic located at 5003 Hardy Street Tower V, Suite 402 Hattiesburg, MS, 39402.

2. REFERENCES.

- a. VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b. VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c. The G.V. (Sonny) Montgomery VA Medical Center and Veterans Memorial National Cemetery are under concurrent jurisdiction.

3. GENERAL.

- a. The G.V. (Sonny) Montgomery VA Medical Center is located in the City of Jackson providing primary, specialty, and extended care to Veterans throughout the State of Mississippi. The mission of the GVSMVAMC is to provide timely, efficient, ethical, safe, compassionate, and quality health care to veteran patients.
- b. The Medical Center has concurrent jurisdiction with the Federal Government over GVSMVAMC hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on GVSMVAMC properties.

4. RESPONSIBILITIES.

- a. GVSMVAMC Police Service will:
 - (1) Maintain law and order and enforce Federal and state laws and VA regulations. at the GVSMVAMC, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

- (2) Provide primary initial response to any and all incidents or emergency situations at the GVSMVAMC.

b. Hattiesburg Police Department:

- (1) Respond to the Hattiesburg VA Clinic under the following situations:
 - (A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
 - (B) Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave VA police jurisdiction.
- (2) Provide additional officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff, or themselves.
- (3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Hattiesburg location when there are no VA police officers on duty.
- (4) Authorize access to and use of the Hattiesburg PD and patrol units in the field to assist VA Police. The parties agree that the access and use of such resources is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the Hattiesburg Police Department.
- (5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, GVSMVAMC Police will reach out to the Hattiesburg Police Department for investigative assistance. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.
- (6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving one or more veterans.

5. ACCEPTANCE & RATIFICATION

- a. The provisions of this MOU are effective upon the last date of signature as indicated below and will remain in effect for a period of three (3) years.

- b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.
- c. This Agreement shall comply with all applicable laws, ordinances, rules, and regulations which may govern this agreement, without reference to conflict of laws principles.
- c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.
- d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS

MICHAEL KILBURN Digitally signed by MICHAEL KILBURN
Date: 2024.10.09 14:44:55 -05'00'

MICHAEL S. KILBURN
Chief of Police, U.S. Dept. Veterans Affairs
G.V. (Sonny) Montgomery VA Medical Center

Date

MICHAEL RENFROW Digitally signed by MICHAEL RENFROW
Date: 2024.10.29 15:15:50 -05'00'

MICHAEL B. RENFROW, MPS, MA
Interim Medical Center Director
U.S. Department Veterans Affairs
G.V. (Sonny) Montgomery VA Medical Center

Date

FOR HATTIESBURG MISSISSIPPI POLICE DEPARTMENT

HARDY SIMS
Chief of Police
Hattiesburg Police Department

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, December 17, 2024
Re: Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Youth Baseball programs for Hattiesburg residents for the amount of \$14,300 and authorize the Mayor to sign and execute all necessary documentation with the issuance of a manual check
File Number: 2024-763
Minute Book #

Summary

Approve Agreement between the City of Hattiesburg and Hattiesburg Little League to operate and promote Youth Baseball programs for Hattiesburg residents for the amount of \$14,300 and authorize the Mayor to sign and execute all necessary documentation with the issuance of a manual check

Recommendation Statement

I recommend approval of this item and it to be placed on City Council for consideration.

Please place this on the December 17, 2024 City Council meeting for consideration.

State of Mississippi
County of Forrest

AGREEMENT

WHEREAS, the Hattiesburg Chapter of Little League Association hereinafter referred to as "Association" and the City of Hattiesburg, hereinafter referred to as "City", has entered into discussion with view of the Association developing and promoting Little League Youth Baseball programs for Hattiesburg residents. The parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Hattiesburg Little League and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote youth baseball for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of February 2025, and terminating on the 1st day of August. Association shall be responsible for operation of the baseball program including, but not limited to organization of the 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, 2025 thru August 1, 2025.

Association and shall provide to the City a written practice and game schedule. The schedule(s) shall be inclusive of all scheduled dates and fields to be used for the 2025 year and shall be provided to the City no later than one January 1, 2025. Make-up game schedules shall be provided to the City no later than one (3) day prior to the scheduled make-up game. All recreation league regular ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament.

All other concessions, tournaments, clinics and other money-making events will be covered by a separate agreement. It shall be the responsibility of the Association to confirm potential postseason tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining the Vernon Dahmer Park Baseball Complex as described in Attachment I for providing seating and electricity.

Funding provided in the amount of fourteen thousand-three hundred dollars (\$14,300) for the payment of officials and equipment and maintenance expenditures. The City of Hattiesburg shall provide fourteen thousand three hundred dollars (\$14,300); The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by 15th day of September

2025.

The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Use of Facilities.

III.

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

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The liability policy shall be attached no later than February 1, 2025 (Attachment IIe).

Association does hereby agree to appropriately acknowledge City contribution to the program in a public manner such as on ad boards, patches, and in all media.

Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachment IId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy that is attached as Attachment IIF.

Attachment I.

City of Hattiesburg - Ballfields Maintenance Policy

Includes:

1. Mow field on a regular basis
2. Clean restrooms and facility area
3. Wash bleachers and property as needed
4. Fill low/soft spots
5. Edge baseline, infield and other areas

6. Paint fields and foul lines

The Parks and Recreation Department will set aside designated field closures for turf maintenance. These closures will be enforced and no program or participants will be granted the ability to use or reserve fields during this time. Cultural practices and field closures will take place during the third week of November. The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

The Association holds certain maintenance responsibilities to preserve the integrity of the facility.

Includes:

1. Fields must be left in a presentable condition with no garbage or litter on property.
2. Garbage cans in concessions pavilion shall be emptied and collected left outside of the concessions room door after each practice, clinic, game, tournament, etc.
3. Remove screens and place on the warning track in front of the dugout daily.
4. Report and sign out keys for the contracted season to only those qualified to be keyholders. Keys are not to be duplicated and distributed in any way.
5. Store and maintain field surface equipment (portable mound, bases, etc.) in a secure location daily.
6. Turn off lighting and lock gates after every practice, game, etc.

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

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

Attachment II.

City Policies

General Public Use of Facility Policy

Facilities under this sports agreement are 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 under obligations of said sports agreement.

The sports agreement 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

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.

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:

Little League Baseball Director

Date

Kermas Eaton, City Clerk City of Hattiesburg

Date

Toby Barker, Mayor City of Hattiesburg

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Approve Software Agreement between the City of Hattiesburg and Tyler Technologies for the Community Development Portal and authorize the Mayor to execute the same.
File Number: 2024-780
Minute Book #

Summary

Authorize and approve a software agreement between the City of Hattiesburg and Tyler Technologies for the Community Development Portal.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Hattiesburg, Mississippi.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same

information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE**

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Hattiesburg, Mississippi

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Hattiesburg
City Hall, 200 Forrest Street
Hattiesburg, MS 39401
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:
Quote Expiration:
Quote Name:

Jeff Wamser
12/3/24

Sales Quotation For:

City of Hattiesburg
City Hall
200 Forrest St
Hattiesburg MS 39401
Phone: +1 (601) 545-4966

Tyler SaaS Flip

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite Additional User		\$ 169	23	\$ 46,644
Community Development Suite - Per User		\$ 169	12	\$ 24,336
Enterprise Permitting & Licensing Extensions				
Enterprise Service Requests (Back office only, does not include mobile app)		\$ 1,083	1	\$ 13,000
e-Reviews		\$ 1,000	1	\$ 12,000
Civic Access - Community Development		\$ 580	1	\$ 6,960
Civic Access - Business Management		\$ 580	1	\$ 6,960
Decision Engine		\$ 580	1	\$ 6,960
Enterprise Permitting & Licensing Mobile		\$ 49	11	\$ 6,468
Advanced Automation Bundle		\$ 300	1	\$ 3,599
Report Toolkit		\$ 200	1	\$ 2,400
Core Foundation Bundle		\$ 160	1	\$ 1,919

CONFIDENTIAL

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Tyler Software				
GIS			\$ 49	30
				\$ 17,640
	Sub-Total:			\$ 148,886
	<u>Less Discount</u>			<u>\$ 31,072</u>
	TOTAL	1.00		\$ 117,814

Tyler Annual Services

Description	Users/Units	Annual Fee
Recurring Services		
Hosted Report Management (per user)	2	\$ 3,000
	Sub-Total:	\$ 3,000
	<u>Less Discount:</u>	<u>\$ 3,000</u>
	TOTAL:	\$ 0

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Consulting - Remote	38	\$ 200	\$ 7,600	\$ 0
Professional Implementation Consulting -Onsite	40	\$ 225	\$ 9,000	\$ 0
Professional Implementation Services - Onsite	40	\$ 225	\$ 9,000	\$ 0
Professional Implementation Services - Remote	40	\$ 200	\$ 8,000	\$ 0
Project Management Services - Remote	48	\$ 200	\$ 9,600	\$ 0
SaaS Migration Assistance - Professional Implementation Services (Remote)	40	\$ 200	\$ 8,000	\$ 0
SaaS Migration Assistance - Project Management Services (Remote)	8	\$ 200	\$ 1,600	\$ 0
Solutions Orientation Training - Onsite	24	\$ 225	\$ 5,400	\$ 0
	Sub-Total:		\$ 58,200	
	<u>Less Discount:</u>		<u>\$ 9,600</u>	
	TOTAL:		\$ 48,600	\$ 0

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise Permitting & Licensing										
Enterprise Permitting & Licensing Payments	Licenses		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Planning		3.95%	\$ 2.50				X	X	
Enterprise Permitting & Licensing Payments	Permits		3.95%	\$ 2.50				X	X	
Payments - Other Fees										
Enterprise Permitting & Licensing										
Payer eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								
Payer Card Cost		Per card transaction with Visa, MasterCard, Discover, and American Express.								
eCheck Rejects		When an eCheck Transaction comes back as declined (e.g bounced check)								
Credit Card Chargebacks		If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)								
Payer eCheck Cost		Per electronic check transaction.								

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
Payments PCI Service Fee (Per Device)	7	\$ 0	\$ 0	\$ 0	\$ 180	\$ 0	\$ 1,260
Hardware							
Payments Lane 7000 Terminal Purchase	7	\$ 529	\$ 0	\$ 3,703	\$ 0	\$ 0	\$ 0

TOTAL

\$ 3,703

\$ 1,260

Summary

One Time Fees

Recurring Fees

Total SaaS

\$ 117,814

Total Services

\$ 48,600

\$ 0

Total Third-Party Hardware, Software, Services

\$ 3,703

\$ 1,260

Summary Total

\$ 52,303

\$ 119,074

Contract Total

\$ 171,377

Estimated Travel Expenses

\$ 6,000

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

EPL Implementation: Tyler leads and owns the configuration of 2 unique business transactions, 2 template business transactions, and will build out the standard geo-rules and standard automation events included in the application. Configuration elements beyond this will be owned by the client.

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately \$300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Enterprise Service Requests is an application for citizens to report code complaints. Tyler resources will configure, train client personnel, and support go-live for 311 functionality utilized by Enterprise Permitting & Licensing powered by EnerGov.

182 professional implementation consulting hours and 48 project management hours are to cover the implementation of the following services:

- eReviews
 - Includes remote and on-site pro services/consulting
- Enterprise Service Requests (311)

- Includes remote and on-site pro services/consulting
- Decision Engine
 - Up to 8 hours of training for Hattiesburg-led configuration of Decision Engine.

This is in addition to the 58 Professional Implementation Consulting hours and 8 Project Management hours quoted in 2019, bringing the total number of professional services hours to 240.

Three (3) on-site visit travel expenses (estimated) have been included in this quote, subject to change based on need and availability.

BILLING DEFERMENTS

All existing products/services will be invoiced on the 1st day of the 3rd month following signing:

- Community Development Suite Per User
- Enterprise Service Requests
- eReviews
- Civic Access - Community Development
- Enterprise Permitting & Licensing Mobile
- Advanced Automation Bundle
- Core Foundation Bundle
- GIS

All new ~~existing~~ products/services will be invoiced on the 1st day of the 6th month following signing:

- Community Development Suite Additional User
- Civic Access - Business Management
- Decision Engine
- Report Toolkit



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees.

1.1 SaaS Fees shall be invoiced as follows:

1.1.1 Community Development Suite Per User, Enterprise Service Requests, eReviews, Civic Access - Community Development, Enterprise Permitting & Licensing Mobile, Advanced Automation Bundle, Core Foundation Bundle, GIS: Three (3) months from the commencement of the initial term as set forth in Section F (1) of this Agreement, prorated through the end of then-current term;

1.1.2 Community Development Suite Additional User, Civic Access - Business Management, Decision Engine, Report Toolkit: Six (6) months from the commencement of the initial term as set forth in Section F(1) of this Agreement, prorated through the end of the then-current term

1.2 Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed



- to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on

the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing three (3) months from the commencement of the initial term as set forth in Section F (1) of this Agreement.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Third Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Sherrocko Stewart, Fire Chief
Date: Tuesday, December 17, 2024
Re: Approve renewal of Software Service Agreement with First Due Software for the Hattiesburg Fire Department and authorize the Mayor to execute the same.
File Number: 2024-781
Minute Book #

Summary

Authorize the mayor to renew a software service agreement with First Due Software for the Hattiesburg Fire Department.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

INVOICE

Bill To

Hattiesburg Fire Department (MS)
622 Corinne St
Hattiesburg MS 39401
United States

Ship To

Hattiesburg Fire Department (MS)
622 Corinne St
Hattiesburg MS 39401
United States

INVOICE #

2372

DATE

10/01/2024

DUE DATE

10/31/2024

TERMS

Net 30

TERM (MONTHS)

12.0

P.O. NUMBER

QTY	DATE	ACTIVITY
1	10/01/2024	Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.
1	10/01/2024	Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.
1	10/01/2024	Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.
1	10/01/2024	Incident Reporting - NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.
1	10/01/2024	Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.
1	10/01/2024	Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.
1	10/01/2024	Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.
1	10/01/2024	Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.
1	10/01/2024	Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.
1	10/01/2024	CAD Integration (Other) Automated importing of CAD calls via XML, Database Connector, or API.

SUBTOTAL USD \$19,635.00

TAX USD \$0.00

TOTAL USD \$19,635.00

BALANCE DUE **USD \$19,635.00**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Alan Howe, Director of the Water Department
Date: Tuesday, December 17, 2024
Re: Approve Maintenance Service Plan between the City of Hattiesburg and Neuros for a five (5) year period option as outlined in the Agreement and authorize the Mayor to execute the same.
File Number: 2024-799
Minute Book #

Summary

Authorize the mayor to execute a maintenance service plan between the City of Hattiesburg and Neuros for a five (5) year period option as outlined in the agreement.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.



PROPOSAL FOR AN ASSET MANAGEMENT AND MAINTENANCE SERVICE PLAN



Presented to:

Alan Howe

City of Hattiesburg WWTP

900 James Street

Hattiesburg, MS 39401

601-408-0586

ahowe@hattiesburgms.com

December 9th 2024.

Our Proposal

Reference: 11-0007 Hattiesburg, MS / AM-2024-4104

Subject: **Proposal for an Asset Management and Maintenance Service Plan**

Equipment covered: One (1) NX600-C050 Turbo Turbo Blowers

Dear Mr. Howe

We are pleased to provide you with our proposal for an **Asset Management and Maintenance Service Plan** for our product in your facility.

We trust that our High-Speed Turbo Blowers have met your expectations throughout the life of the operation at your facility. APG-Neuros is continuously listening to its customers to develop the highest quality products and offer the latest product innovations to keep your blowers technologically current and up to date.

This plan has been carefully designed to provide you with a peace-of-mind operation, protecting your turbo blowers from unscheduled events. Through the Asset Management, we incorporate the latest improvements and developments into your Turbo Blowers and proactively manage their health throughout their life cycle, maintaining the equipment technologically up to date and maximizing their efficiency. The Asset Management and Maintenance Service Plan provides protection from unexpected maintenance spending through the Extended Warranty as well as priority supply of spare parts when needed.

Our Asset Management and Maintenance Service Plan includes:

- A. Asset Management – Upgrades**
- B. Extended Warranty**
- C. Remote Monitoring System**
- D. Extended Preventive Routine Maintenance**

A. Asset Management – Upgrades

The Asset Management maintains the Turbo Blowers technologically up to date.

Includes:



Mandatory or recommended product modifications



Recommended upgrades and new component developments



Fine tuning of turbo blower(s) and aeration system



Participation in manufacturer's maintenance and support development



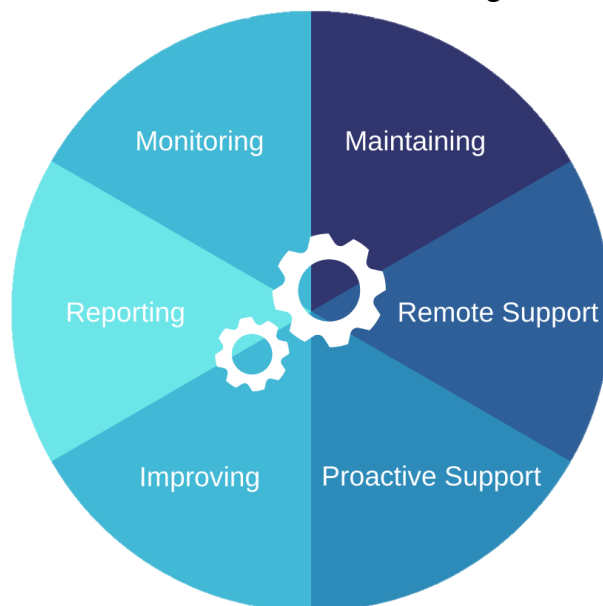
After Hours Remote Technical Support (by telephone), as required:

- 24 hour a day - 365 days a year customer service support line by calling at **1-855-423-2746**
- Priority access to the field support team
- Priority on availability of parts and modules within 72 hours
- Priority on availability of replacement cores (loaners) at no charge to minimize downtime
- Field service report after each visit
- Refresher training on turbo blower preventive maintenance activities



Dedicated Regional Manager for first response on field support

- Regular meetings with customers to listen to current concerns and future needs
- Regular training sessions for on-site personnel



B. Extended Warranty

The Extended Warranty eliminates the need to worry about capital and maintenance budget restrictions. It covers the cost of repairing or replacing major components when out of service.

The Extended Warranty includes:

1. Blower core:
 - High efficiency impeller,
 - Permanent magnet synchronous motor,
 - Bump-foil air bearings,
 - Diffuser fan,
 - Motor casing.
2. Variable speed drive/inverter
3. Input line reactor
4. Sine-wave (sinus) filter
5. Blower local control panel and Programmable Logic Controller (PLC) components
6. HMI touch-screen components
7. Internal vibration and absorption mounts
8. Vibration sensors and monitoring
9. Discharge expander (discharge cone)
10. Blow off by-pass valve and solenoid parts
11. Blow off silencer
12. Sound attenuating enclosure
13. Check valve seals and discs
14. Stop valve body seals and discs
15. External expansion joint



C. Remote Monitoring System

Remote Monitoring System and support as permitted by the customer.

- Enables site managers to make better informed decisions through useable data of Turbo Blower operation.
- Fine tuning and monitoring of aeration system that allows for optimal Turbo Blower operation.

Option C1

Customer allows APGN to have remote access.



- APGN will have a real-time view of all analog values of the Turbo Blower.
- Elevated security with independent 3G/LTE mobile network connection.
 - No on-site Wi-Fi connection required.
 - Site can enable or disable access at anytime.

Option C2

Customer provides operational data to APGN.

- APGN will not have remote access.
- Up to twice per year, operation and diagnostics reporting on operating units, when available. Customer will provide operational data from its control system to APGN for analysis such as:
 - a. Motor speed and temperature
 - b. Suction flow rate and temperature
 - c. Discharge pressure and temperature
 - d. Filter pressure drop
 - e. Bearing temperature
 - f. Power consumption
 - g. Rotor vibration
 - h. VFD temperature
 - i. Ambient temperature and ambient relative humidity
 - j. Blower status
 - k. Fault codes

D. Extended Preventive Routine Maintenance

Our Extended Preventive Routine Maintenance is designed in accordance with the standards of the annual health check and inspection outlined in the O&M manual.

- One (1) on-site maintenance and inspection visit by a manufacturer's Field Service Technician.
- Customized classroom/hands-on training to your staff's needs.
 - o Also available through videoconference.
- Inspection and cleaning or replacement of air intake filters (inside the turbo blower).
- Inspection and cleaning of dirt and debris in enclosure, sealing air leaks as required.
- Visual inspection of core.
- Core shaft torque measurement to assess condition.
- Bump start alignment of the core bearings.
- Audible and visual inspection of unit to determine health of connections, valves, and gaskets.
- Verification of PLC and HMI software, ensuring it is operational and suitable for the blower control.
- Verification of blower protection from surge or adverse operating conditions.
- Review and analysis of PLC error history, identifying trends and providing recommendations as needed.
- Verification of the PLC and HMI software version including the new protection or optimization, and update to latest standard, if applicable.
- Inspection for loose electrical and mechanical connections, tightening as required.
- Inspection of all electrical wiring for signs of overheating or wear.
- Verification of sensors functionality, replacing as required.
- Inspection of blower operation following factory specifications and adjustment of control parameters to adapt to the operating environment.
- Inspection of paint and fasteners, applying touch-up paint to areas the size of up to a quarter dollar coin and replacing fasteners as required.
- For liquid cooled models only:
 - o Coolant system check and top up as required.
 - o Perform coolant flush (every 3 years)
 - Customer to dispose the old fluid.
- Field service report including a comprehensive check list for each blower.

Additionally, this plan includes:

- After Hours Remote Technical Support (by telephone), as required.
 - 24 hour a day - 365 days a year customer service support line by calling at 1-855-423-2746
 - Response time within 1 hour
 - Up to 150 hours of technical support
- Reporting on operation and diagnostics of operating units, when available for remote monitoring.
- **10% discount on spare parts and air filters.**



Price:

- ☐ One-year option: US \$36,307.00+ taxes for one (1) year of coverage.
- ☐ Three-year option: US \$34,247.00 + taxes per year for three (3) years of coverage.
- ☐ Five-year option: US \$31,775.00+ taxes per year for five (5) years of coverage.

➤ The above prices include coverage on all One (1) NX600-C050 Turbo Blowers.

Exclusions:

The following consumables and life limited parts are excluded from the coverage:

- Air filters elements
- BOV orifice diaphragm
- Coolant fluids
- Fuses
- Gaskets
- Hardware and fittings
- Power supplies
- Thermocouple and thermocouple transmitter
- Transformer 560/480 – 110/220 V
- Existing rusted areas on enclosure are not covered under the warranty

Note: A pre-inspection of the turbo blowers may be required prior enrollment of the Asset Management and Maintenance Service Plan.

This proposal is valid until December 31st 2024

Sincerely,

Robert Tenbuuren

Life Cycle Regional Manager

P 1-877-717-4150 ext. 2202

E rtenbuuren@apg-neuros.com

About APG-Neuros

Founded in 2005, APG-Neuros is recognized as the force behind the successful introduction of the high-efficiency turbo blower technology to the water and wastewater treatment market in North America and Europe, modernizing and bringing a much-needed change to the existing aging industry. APG-Neuros turbo blowers are used in a variety of industrial applications and wastewater treatment processes, with over 1500 units installed in over 500 installations in North America and Europe, and more than 3000 additional units installed worldwide.



APG-Neuros continues to lead the industry by constantly driving and propelling innovation forward through the most technologically advanced products and artificial intelligence aeration control solutions to achieve maximum energy efficiency and operational flexibility for our customers.

OUR MISSION

APG-Neuros is committed to achieving customer satisfaction by providing quality products and services delivered on time while maintaining a safe environment for our employees in a setting that promotes resource sustainability. APG-Neuros honors its commitments by integrating quality and environmental considerations into the decision-making process.

OUR VISION

To be recognized as the reference technology company for producing innovative products, including the Turbo Blowers, Turbo Compressors, and other efficient and affordable technology products.

OUR VALUES

1. **Innovation:** We strive for continuous technological development and innovation. We conduct in-house R&D programs to keep innovating and improving our products and services.
2. **Integrity:** Promote a culture of transparency, continuous improvements and strive for a sustainable business model.
3. **Team:** Ensure employee empowerment and fulfillment through continued skills development and career advancement.
4. **Environment:** We strive to limit the impact of our activities and our product on the environment.

OUR CERTIFICATIONS



APGN Inc.

1270, Michèle-Bohec, Blainville, Québec J7C 5S4
Tel.: 450 939-0799 Fax: 450 939-2115 Web site: www.apg-neuros.com

Acceptance and Authorization

Your signature below indicates your authorization to proceed with the enrollment to the Asset Management and Maintenance Service Plan.

For Customer

Name

Title

Signature

Date

For APGN inc.

Omar Hammoud

Name

CEO & President

Title

Signature

Date

The APG-Neuros Aftermarket Team thanks you for your trust.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Rescind the Commercial Lease Agreement approved on August 20, 2024,
between Edwards Property management, the City of Hattiesburg and the Lamar
County Board of Supervisors.
File Number: 2024-798
Minute Book #

Summary

Rescind agreement approved on August 20, 2024; a commercial lease agreement between Edwards Property management, the City of Hattiesburg and the Lamar County Board of Supervisors.

Recommendation Statement

I recommend rescinding this agreement.

Please place this on the December 17, 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: _____

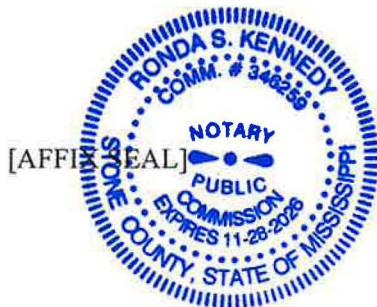
TENANT:

The City of Hattiesburg, Mississippi

By: [Signature]
Name: Toby Barker
Title: Mayor

STATE OF Mississippi
COUNTY OF Stone

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of August, 2024, within my jurisdiction, the within named Toby Barker, who acknowledged to and before me that (he)(she)(they) (is)(are) the Mayor 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.



Ronda S. Kennedy
NOTARY PUBLIC
Printed Name: Ronda S. Kennedy
My Commission Expires: 11-28-2026

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: _____

My Commission Expires: _____

[AFFIX SEAL]

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: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Ratify and confirm the Mayor's appointment of Roderick Nix (W1) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
File Number: 2024-793
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Roderick Nix (W1) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

Roderick V. Nix

Professional Experience:

Supervisory Officer-in-Charge United States Postal Service (USPS)

- Retired after 20+ years of dedicated service, overseeing postal operations in Ellisville, Moselle, Overt, and Sandersville, MS.
- Successfully negotiated contract resolutions with three major postal workers unions.
- Conducted and assisted in investigations of criminal and internal cases.
- Served as a distribution and customer services supervisor, ensuring seamless postal operations.

Versatile Professional Background:

- Skilled Trades: Welding, pipe fitting, crane operation, building, and equipment electrical work, and mechanical expertise.
- Music Enthusiast: Proficient saxophonist and drummer; Mobile DJ since 1988.

Community Involvement:

- Fraternity Memberships: Mt. Zion #722 F. & A. M. P. H. A., Phi Beta Sigma Fraternity, Inc.
- Leadership: Directed Bigger Better Business for local Phi Beta Sigma chapter.
- Religious Service: Ordained Deacon at New Covenant Baptist Church since 2012.
- Philanthropy: Contributed to R3SM events for fundraising; actively supported United Way and March of Dimes through Phi Beta Sigma involvement.

Education:

- Studied Computer Science and Electronics Engineering Technology at Alcorn State University and the University of Southern Mississippi.

Military Service:

- Veteran of both USMC and USAF.
- Trained in infantry small unit tactics and communication.
- Assisted fellow veterans in filing for benefits from the Veterans Affairs.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Ratify and confirm the Mayor's appointment of Allison Lockett (W2) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
File Number: 2024-794
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Allison Lockett (W2) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

ALLISON E. LOCKETT

Hattiesburg, MS | 601.310.0720 | allisonlockett@yahoo.com |

Goal oriented public servant with strong leadership capabilities with a proven track record in managing concurrent projects and detailed directed problem solving.

EXPERIENCE

CURRENT

OFFICER OF REVENUE, U.S. DEPARTMENT OF TREASURY-IRS

Providing guidance and service on a wide range of financial issues. Ensuring taxpayers are aware of their rights under the law during the conduct of tax related civil enforcement investigations.

AUGUST 2008-
AUGUST 2023

SPECIAL AGENT/REVENUE OFFICER, MS DEPARTMENT OF REVENUE

Aid in the collection of state revenue, the vehicle for funding the state's general fund via the Office of Tax Enforcement. Ensure taxpayers have due process in the process of collections and ensure taxpayer compliance for various tax types to include: Income, Sales, Withholding, Excise, etc.

EDUCATION

MAY 2005

MASTER OF SCIENCE, UNIVERSITY OF SOUTHERN MISSISSIPPI

Studied Mass Communications/Public Relations/Writer Student Printz

MAY 2003

BACHELOR OF ARTS, TOUGALOO COLLEGE

Studied English/Journalism. Editor in Chief, College Newspaper-The Harambee

SPRING 2013

ADDITIONAL GRADUATE STUDIES, WILLIAM CAREY UNIVERSITY

Graduate level accounting coursework at the School of Business

SKILLS

- Ability to collaborate with city officials and community.
- Excellent communication skills, both verbal and written
- Attention to detail and accuracy via project management.
- Research driven. Willing to obtain necessary knowledge for various subject matter.

ACTIVITIES-PAST/CURRENT COMMUNITY INVOLVEMENT

Pine Belt Area Chapter of Tougaloo College
University of Southern MS Alumni Association
Alpha Kappa Alpha Sorority, INC-Theta Sigma Omega Ch.
3-year board term-Habitat for Humanity of the Pine Belt
Toastmasters International Hattiesburg- VP PR
Pine Belt Young Professionals



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Ratify and confirm the Mayor's appointment of Shawn Harris (W3) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
File Number: 2024-795
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Shawn Harris (W3) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Ratify and confirm the Mayor's appointment of Brett Montague (W4) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
File Number: 2024-796
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Brett Montague (W4) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Ratify and confirm the Mayor's appointment of Debra Wallace (W5) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.
File Number: 2024-797
Minute Book #

Summary

Ratify and confirm the Mayor's appointment of Debra Wallace (W5) to the Municipal Election Commission, for a term beginning December 17, 2024, and ending June 30, 2025.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, December 17, 2024

Re: Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg, Mississippi, to extend the repealer imposed on the Special 1% Tax levied on the gross proceeds from hotel/motel overnight room rentals and restaurants, excluding restaurants with gross sales less than \$100,000.00 annually, which proceeds are divided by the City of Hattiesburg and the University of Southern Mississippi to July 1, 2030.
File Number: 2024-787
Minute Book #

Summary

Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a local and private bill enabling the City of Hattiesburg, Mississippi, to extend the repealer imposed on the Special 1% Tax levied on the gross proceeds from hotel/motel overnight room rentals and restaurants, excluding restaurants with gross sales less than \$100,000.00 annually, which proceeds are divided by the City of Hattiesburg and the University of Southern Mississippi to July 1, 2030.

Recommendation Statement

I recommend that this resolution be adopted.

Please place this on the December 17, 2024 City Council meeting for consideration.

RESOLUTION

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, REQUESTING THE LEGISLATURE OF THE STATE OF MISSISSIPPI TO ENACT A LOCAL AND PRIVATE BILL ENABLING THE CITY OF HATTIESBURG, MISSISSIPPI, TO EXTEND THE REPEALER IMPOSED ON THE SPECIAL 1% TAX LEVIED ON THE GROSS PROCEEDS FROM HOTEL/MOTEL OVERNIGHT ROOM RENTAL AND RESTAURANTS, EXCLUDING RESTAURANTS WITH GROSS SALES LESS THAN \$100,000 ANNUALLY WHICH PROCEEDS ARE DIVIDED BY THE CITY OF HATTIESBURG; TO PROMOTE TOURISM AND CARRY OUT PARKS AND RECREATION IMPROVEMENTS AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI FOR IMPROVMENTS TO ALTHLETIC FACILITIES, PARTICULARLY REED GREEN COLISEUM, TO JULY 1, 2030.

WHEREAS, on March 2, 2018, the Council adopted a resolution requesting Local and Private Legislation to authorize the City of Hattiesburg, Mississippi, to impose a special tax levy on the gross proceeds from hotel/motel overnight room rental (exclusive of charges for food, telephone, laundry, beverages and similar charges) and restaurant sales (exclusive of restaurants with gross sales less than \$100,000.00 annually) pursuant to the provisions of the proposed act; and

WHEREAS, on March 24, 2018, Senate Bill No. 3069 was approved by the Mississippi Legislature and approved by the Governor on April 12, 2018, authorizing the City of Hattiesburg, Mississippi, to levy an additional tax on hotels, motels, and restaurants; to provide that proceeds of the tax shall be used by the City to promote tourism and parks and recreation; to authorize the city to distribute a portion of the tax to the University of Southern Mississippi to be used by the University for improvements to its athletic facilities; to authorize the City to receive and expend revenues from any source for the purposes authorized in this act; and for related purposes; and

WHEREAS, before the tax as herein defined could be imposed, a special election was held on April 23, 2019, for the purpose of submitting to the qualified electors of the City of Hattiesburg, the approval or disapproval to the proposed tax levy to fund the promotion of tourism and parks and recreation in the City of Hattiesburg and for improvements to the athletic facilities at the University of Southern Mississippi.

WHEREAS, on April 23, 2019, the special election passed with more than eighty percent (80%) of the qualified electors who voted voting in favor of approving the tax levy as defined herein to fund the promotion of tourism and parks and recreation in the City of Hattiesburg and for improvements to athletic facilities at the University of Southern Mississippi.

WHEREAS, in 2018 Senate Bill No. 3069 stated that this act shall stand repealed from and after July 1, 2022.

WHEREAS, in 2022 Senate Bill No. 2514 stated that this act shall stand repealed from and after July 1, 2026.

WHEREAS, the City of Hattiesburg wishes to extend the repealer imposed on the City of Hattiesburg and the special tax levied therefore to July 1, 2030.

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

Section 1. The Legislature of the State of Mississippi is hereby requested in the 2025 regular legislative session to amend the enabling legislation set forth in Senate Bill Number

3069 2514 in 2018 2022, so as to extend the repealer imposed on the City of Hattiesburg and the special tax levied therefor to July 1, 2030.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 17th day of December, A.D., 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this 17th day of December, A.D.,2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2024

Re: Adopt a Resolution authorizing the obligation and expenditure of a portion of ARPA funds for modification and use of Lamar County property as a Crisis Stabilization Unit (CSU) facility.
File Number: 2024-803
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2024 City Council meeting for consideration.

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI (“CITY”) AUTHORIZING THE OBLIGATION AND
EXPENDITURE OF SEVEN HUNDRED 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 the 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 have entered into 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, as the lead agency for the Project, will follow the procurement requirements under 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 \$700,000 of its Funds toward the establishment of the Project as the provision of government 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.
2. That, upon compliance with the Interlocal Cooperation Act and in compliance with state procurement laws, the City hereby obligates and expends \$700,000.00 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:

91410114.v1



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Emily Gallaspy

cc: Adam Moore, Grants Coordinator

Date: Tuesday, December 17, 2024

Re: Ratify grant application to the FY25 Ann Morris Grant Application. This City will request \$12,500 to add inclusive components and adaptations to Parks and Recreation programs for the year 2025. The grant does not require matching funds.
File Number: 2024-769
Minute Book #

Summary

Ratify FY25 Ann Morris Grant Application

Recommendation Statement

I recommend ratifying the grant application to the FY25 Ann Morris Grant Application. This City will request \$12,500 to add inclusive components and adaptations to Parks and Recreation programs for the year 2025. The grant does not require matching funds.

Please place this on the December 17, 2024 City Council meeting for consideration.

2025 Ann Morris Grant Application 2025

Ann Morris Application

Due Date: 12/10/2024 12:30 AM America/Chicago

Summary

The Ann Morris Memorial Fund awards grants to support programs, services and activities, as offered by area organizations, for the purpose of enriching the quality of life of persons of advanced age, who have been diagnosed as intellectually disabled.

Criteria for Applicants:

- Must run programs that serve citizens who are advanced in age and who have been diagnosed as intellectually disabled.
- Need to be located in the Pine Belt region (Smith, Jasper, Lawrence, Jefferson Davis, Covington, Jones, Wayne, Pike, Walthall, Marion, Lamar, Forrest and Perry counties)

Description

DUE December 10th!

Ann Morris Grant Application

Grant you are applying for:

Ann Morris Grant

Organization Information

Name of Organization*

EIN*

Street 1

Street 2

City

State

2-letter abbreviation

Zip Code

Institution Type

Select...

Website

Phone

Organization's primary contact

First Name*

Last Name*

Email Address*

Organization's Mission:

Project Information:

Project Title

Amount Requested

Total Project Cost

Project Begin Date

Project End Date

Project Narrative

Statement of Purpose: What is the purpose of your project and what issues does it address? Document the need for your project. Is this a new project or ongoing for your organization? For the community? How is your project different from others in the area? Upload a document that includes all this information.

No file selected

Upload Calendar of Events (if you have one):

No file selected

Project Impact: Who will benefit? Estimate the number of people to be served. Define them demographically (income, race, gender, age etc..)

Future Plans: Is this, or will this become an ongoing project. How will you sustain it in the future?

Personnel

Who are the key staff members involved with the project?

Will additional staff, consultants or outside resources be required for this project?

Project Budget

Upload Project Budget

No file selected

Are there other funds committed to or received for this project? If so, share details.

Final Information

Attach a list of your governing board members

No file selected

Attach your operating budget

No file selected

The below signed individual accepts responsibility for submission of this grant application to the Pinebelt Foundation. The individual attests that all information submitted in the application is true and accurate to the best of their knowledge and any funding, should it be awarded, will be expended only for the purpose outlined in the grant proposal. The applicant acknowledges that it is has been disclosed that submission of an incomplete or inaccurate proposal is deemed to be false or if funds are expended for purpose other than those expressly stated in the application without prior written consent of the Pinebelt Foundation that any grant monies must be repaid to the Pinebelt Foundation.

Other documents that you want to submit

No file selected



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, December 17, 2024
Re: Acknowledge the 2024 Expenditure Report from Hattiesburg Little League Baseball for the operation of Youth Baseball.
File Number: 2024-764
Minute Book #

Summary

Acknowledge the 2024 Expenditure Report from Hattiesburg Little League Baseball for the operation of Youth Baseball.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

Hattiesburg Little League

2024 Expenditure Report

Account/Vendor	Invoice	Amount
Little League Baseball Inc	1/04/2024	\$ 1,146.00
Concourse Team Express	4/08/2024	\$ 1,482.95
BSN Sports	4/23/2024	\$ 508.14
Play It Again Sports	4/05/2024	\$ 764.78
	4/05/2024	\$ 572.18
	4/15/2024	\$ 2,840.63
	4/23/2024	\$ 476.11
	4/24/2024	\$ 15,582.41
	4/26/2024	\$ 290.63
	5/08/2024	\$ 460.10
	7/15/2024	<u>\$ 1,094.61</u>
		\$25,218.54
Total of Expenditure Page1 Account/Vendors		\$ 25,218.54
Total of Expenditure Page 2 Umpire/Scorekeepers		<u>\$ 6,830.00</u>
Total Expenditure for 2024		<u>\$32,048.54</u>

Hattiesburg Little League

Expenditure Report 2024 Officials and Scorekeepers

Name	Address	Amount
Ronnie Gilbert	403 Lille Burney Street Hattiesburg, MS 39401	\$ 960.00
Walter Primas		\$ 480.00
Michael Holmes		\$ 540.00
De'Anthony Ratcliff		\$ 250.00
Eugene Hobson	1304 Tuscan Avenue Hattiesburg MS 39401	\$ 840.00
Rononda Hollingsworth	707 Quinn Street Hattiesburg MS 39401	\$ 760.00
Aryanna Hollingsworth	707 Quinn Street Hattiesburg MS 39401	\$ 280.00
Jayden Kirksey		\$580.00
David Wall		\$520.00
Chancery Parham		\$620.00
Garo Edwards	501 Brady Road Hattiesburg, MS 39401	\$ 520.00
Lawrence Stewart	633 Sullivan Drive Hattiesburg MS 39401	<u>\$ 480.00</u>

Total Expenditure for Umpires & Scorekeepers \$ 6,830.00

PLEASE MAIL REMITTANCE TO:
Little League® Baseball, Incorporated
539 US Route 15 Highway
PO Box 3485
Williamsport, PA 17701-0485

PAY ONLINE AT:
<https://www.littleleague.org/DataCenter>

Phone: 570-326-1921 • Fax: 570-326-1074



STATEMENT

PAGE	1 of 1
DATE	1/4/2024
LEAGUE ID	3240220
AMOUNT DUE	\$1,146.00

PLEASE INCLUDE YOUR LEAGUE ID
NUMBER ON ALL CORRESPONDENCE

HATTIESBURG LL
641 PHOENIX CIRCLE
72 W L Runnels Industrial Drive
HATTIESBURG, MS 39401

SPECIAL INSTRUCTIONS:

- Make checks/money orders payable to "Little League Baseball."
- All amounts are in US dollars.
- Payments are applied to open charges in a specific order: first to Liability Insurance premiums, second to Additional Insured premiums, third to Accident Insurance and Crime Insurance premiums, fourth to any balance from the previous year, and finally to any additional charges (tournament enrollment, Little League Store purchases, etc.) in the order they were incurred.
- Leagues outside of the United States and Canada must pay by credit card via the Little League Data Center.

Doc #	Line #	Date	Description	Charges	Credits	Balance
		9/30/2023	Previous Season Balance			\$0.00
INV-41786	001	11/1/2023	2 Minor League BB Charter	\$20.00		\$20.00
INV-41786	002	11/1/2023	4 Little League BB Charter	\$40.00		\$60.00
INV-41786	003	11/1/2023	2 Minor League BB Accident Insurance	\$52.00		\$112.00
INV-41786	004	11/1/2023	4 Little League BB Accident Insurance	\$104.00		\$216.00
INV-41786	005	11/1/2023	1 General Liability/Directors and Officers Insurance	\$930.00		\$1,146.00
Total Due:						\$1,146.00



Concourse Team Express
2215 HITZERT
Fenton MO 63026
United States

Bill To
DENISE EDWARDS
433 BRADY ROAD
HATTIESBURG MS 39401
United States

Ship To
Ricky Garner
72 WL Runnels industrial Drive
HATTIESBURG MS 39401
United States

Quote

Date 04/08/2024
Estimate # EST29587
Title
Expires 05/08/2024
Sales Rep E1120 Steven Bell
Sales Rep Email steven.bell@teamexpres...
Terms
Shipping Method FedEx Ground

Manufactu...	Item Name	Options	Description	Quantity	Rate	Total
Diamond S...	DLL DZ		LITTLE LEAGUE BASEBALL DZ	20	72.15	1,443.00

Subtotal 1,443.00
Shipping Cost (FedEx Ground) 39.95
Total \$1,482.95



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Aliah Bennette Email: aliah.bennette@bsnsports.com | Phone: 972-406-3449 x63449

Bill to
2613280
Hattiesburg L.L.
33 Brady Road
HATTIESBURG MS 39401
USA

Ship To
2613280
Hattiesburg L.L.
433 Brady Road
HATTIESBURG MS 39401
USA

Payer
2613280
Hattiesburg L.L.
433 Brady Road
HATTIESBURG MS 39401
USA

Order Confirmation

Order #: 308635166
Purchase Order #: Denise Edwards, baseball
Cart Name:
Order Date: 04/23/2024
Estimated Delivery: 04/25/2024
Payment Terms: NT00
Ship Via:
Ordered By: Denise Edwards, baseball

Item Description	Qty	Unit Price	Total
ISN Sports Equipment Duffle Bag-XL Item # - 1385404	10 EA	\$ 45.99	\$ 459.90

Subtotal:	\$459.90
Other:	\$0.00
Freight:	\$15.00
Sales Tax:	\$33.24
Order Total:	\$508.14
Payment/Credit Applied:	\$508.14
Order Total:	\$0.00

**Play It Again Sports Hattiesburg**

4400 Hardy Street

Suite A-12

Hattiesburg Mississippi 39402

p. 601-268-8941

f. 601-550-6095

Invoice

INV-001803

Balance Due

\$764.78**Bill To****Hattiesburg Little League**

f.

p.

email: deniseedwards62@icloud.com

Invoice Date :

05 Apr 2024

Terms :

Due on Receipt

Due Date :

05 Apr 2024

P.O.# :

Denise 04/05/24

Line No.	Item & Description	Qty	Price	Amount
1	Batting Tee	12.00	19.99	239.88
2	Baseball Scorebooks	8.00	4.79	38.32
3	Boxer with Cup YSM	2.00	12.79	25.58
4	Brief with Cup PeeWee Regular	2.00	15.99	31.98
5	Athletic Support Strap with Cup YMD	4.00	11.99	47.96
6	Level 1 Baseballs - each	24.00	4.58	109.92
7	Cup with Brief TB PeeWee 4/12	6.00	8.00	48.00
8	Cup with Brief Youth 4/12	6.00	8.00	48.00
9	Throw Down Bases 5pc 4/12	4.00	10.79	43.16
10	Wilson Level 1 Baseballs per dozen 4/19	3.00	60.00	180.00
11	Waffle Bottom Base Set 4/19	1.00	25.00	25.00
Sub Total				837.80
Mississippi Sales Tax (7%)				58.65
Amount Paid				(-) 131.67
Total				\$764.78

**Play It Again Sports Hattiesburg**

4400 Hardy Street

Suite A-12

Hattiesburg Mississippi 39402

p. 601-268-8941

f. 601-550-6095

Invoice

INV-001803

Balance Due

\$0.00**Bill To****Hattiesburg Little League**

f.

p.

email: deniseedwards62@icloud.com

Invoice Date : 05 Apr 2024

Terms : Due on Receipt

Due Date : 05 Apr 2024

P.O.# : Denise 04/05/24

Line No.	Item & Description	Qty	Price	Amount
1	Batting Tee 4/5	12.00	19.99	239.88
2	Baseball Scorebooks 4/5	8.00	4.79	38.32
3	Boxer with Cup YSM 4/5	2.00	12.79	25.58
4	Brief with Cup PeeWee Regular 1/5	2.00	15.99	31.98
5	Athletic Support Strap with Cup YMD 4/5	4.00	11.99	47.96
6	Champro Level 1 Baseballs - each 4/5	24.00	4.58	109.92
7	Cup with Brief TB PeeWee 4/12	6.00	8.00	48.00
8	Cup with Breif Youth 4/12	6.00	8.00	48.00
9	Throw Down Bases 5pc 4/12	4.00	10.79	43.16
10	Waffle Bottom Base Set 4/19	1.00	25.00	25.00

Sub Total 657.80

Mississippi Sales Tax (7%) 46.05

Amount Paid (-) 131.67

Total \$572.18

Payment Made (-) 572.18



Play It Again Sports Hattiesburg

4400 Hardy Street

Suite A-12

Hattiesburg Mississippi 39402

p. 601-268-8941

f. 601-550-6095

Invoice

INV-001819

Balance Due

\$2,840.63

Bill To

Hattiesburg Little League

f.

p.

email: deniseedwards62@icloud.com

Invoice Date :

15 Apr 2024

Terms :

Due on Receipt

Due Date :

15 Apr 2024

P.O.# :

Ricky 04/13/24

Line No.	Item & Description	Brand Name	Qty	Price	Amount
1	Black Magix Catchers Set Jr Yth	Easton	4.00	170.99	683.96
2	Future Series Catcher Set	All-Star	3.00	143.99	431.97
3	Heist 1000 USA Bat 28/18	Franklin	1.00	71.99	71.99
4	Heist 1000 USA Bat 29/19	Franklin	2.00	71.99	143.98
5	2024 Speed Comp USA Bat 27/14	Easton	1.00	179.99	179.99
6	2024 Quantum USA Bat 26/15	Easton	1.00	98.99	98.99
7	2024 Quantum USA Bat 27/16	Easton	3.00	98.99	296.97
8	2024 Quantum USA Bat 28/17	Easton	2.00	98.99	197.98
9	2024 Quantum USA Bat 29/18	Easton	3.00	98.99	296.97
10	2024 Mach AI USA Bat 28/18	Rawlings	1.00	251.99	251.99
Sub Total					2,654.79
Mississippi Sales Tax (7%)					185.84
Total					\$2,840.63
Balance Due					\$2,840.63



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001838

Balance Due
\$0.00

Bill To
Hattiesburg Little League
f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 23 Apr 2024
Terms : Due on Receipt
Due Date : 23 Apr 2024
P.O.# : Level 1/ Bats

Line No.	Item & Description	Qty	Price	Amount
1	Champro CBB-61 Level 1 safe-t-soft baseball per dozen	3.00	39.00	117.00
2	Easton Typhoon USA bat 26/14 -12	3.00	55.99	167.97
3	Marucci CatX USA 26/15 -11	1.00	159.99	159.99

Sub Total 444.96

Mississippi Sales Tax (7%) 31.15

Total **\$476.11**

Payment Made **(-) 476.11**

Balance Due **\$0.00**

Notes

picked up by Mr. Ricky on 04/24/24

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001843

Balance Due
\$0.00

Bill To
Hattiesburg Little League

f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 24 Apr 2024
Terms : Due on Receipt
Due Date : 24 Apr 2024

Line No.	Item & Description	Qty	Price	Amount
1	T-Ball HLL Black Sox Players	13.00	41.00	533.00
2	T-Ball HLL Black Sox Coaches	4.00	24.00	96.00
3	T-Ball HLL Braves Players	11.00	41.00	451.00
4	T-Ball HLL Braves Coaches	3.00	24.00	72.00
5	T-Ball HLL Cubs Players	7.00	41.00	287.00
6	T-Ball HLL Cubs Player Jersey (Jersey Only)	1.00	16.00	16.00
7	T-Ball HLL Cubs Coaches	2.00	24.00	48.00
8	T-Ball HLL Red Sox Players	10.00	41.00	410.00
9	T-Ball HLL Red Sox Coaches	3.00	24.00	72.00
10	T-Ball HLL Blue Jays Players	11.00	41.00	451.00
11	T-Ball HLL Blue Jay Player Jersey (Jersey only)	1.00	16.00	16.00
12	T-Ball HLL Blue Jays Coaches	3.00	24.00	72.00
13	T-Ball HLL Pirates Players	14.00	41.00	574.00
14	T-Ball HLL Pirates Coaches	3.00	24.00	72.00
15	T-Ball HLL Pirate Coach Shlrt (Shirt Only)	1.00	12.00	12.00

Item No.	Item Description	Qty	Price	Amount
16	T-Ball HLL Tigers Players	11.00	41.00	451.00
17	T-Ball HLL Tigers Coaches	3.00	24.00	72.00
18	T-Ball Lil Doc on Dabbs Players	12.00	41.00	492.00
19	T-Ball Lil Doc on Dabbs Coaches	3.00	24.00	72.00
20	Coach Pitch HLL Braves Players	12.00	41.00	492.00
21	Coach Pitch HLL Braves Coaches	3.00	24.00	72.00
22	Coach Pitch Doc on Dabbs Players	13.00	41.00	533.00
23	Coach Pitch Doc on Dabbs Coaches	3.00	24.00	72.00
24	Coach Pitch Berry Global Players	11.00	41.00	451.00
25	Coach Pitch Berry Global Coaches	2.00	24.00	48.00
26	Coach Pitch Buchanan Law Players	11.00	41.00	451.00
27	Coach Pitch Buchanan Law Player Jersey (Jersey Only)	1.00	16.00	16.00
28	Coach Pitch Buchanan Law Coaches	4.00	24.00	96.00
29	Coach Pitch Street King Players	10.00	41.00	410.00
30	Coach Pitch Street King Coaches	4.00	24.00	96.00
31	Coach Pitch Dossett Players	11.00	41.00	451.00
32	Coach Pitch Dossett Coaches	3.00	24.00	72.00
33	Coach Pitch Shady Grove Players	11.00	41.00	451.00
34	Coach Pitch Shady Grove Coaches	3.00	24.00	72.00
35	Coach Pitch Dew Foundry Players	12.00	41.00	492.00
36	Coach Pitch Dew Foundry Coaches	3.00	24.00	72.00
37	9-12 Play it Again Sports Players	16.00	60.00	960.00
38	9-12 Play it Again Sports Coaches	3.00	24.00	72.00
39	9-12 Clark's Concrete Players	17.00	60.00	1,020.00
40	9-12 Clark's Concrete Coaches	3.00	24.00	72.00

Item Description		Qty	Price	Amount
41	9-12 Mt. Olive Players	13.00	60.00	780.00
42	9-12 Mt. Olive Coaches	4.00	24.00	96.00
43	9-12 May Hinton Players	14.00	60.00	840.00
44	9-12 May Hinton Coaches	4.00	24.00	96.00
45	9-12 Eureka Tigers Players	12.00	60.00	720.00
46	9-12 Eureka Tigers Coaches	3.00	24.00	72.00
47	9-12 Destined for Greatness Players	16.00	60.00	960.00
48	9-12 Destined for Greatness Coaches	3.00	24.00	72.00
49	Staff Shirts	15.00	26.00	390.00
50	Staff Hats	21.00	15.00	315.00
51	Name Removal	2.00	5.00	10.00
52	Head Coaches Free	22.00	-24.00	-528.00
		Sub Total		14,563.00
		Mississippi Sales Tax (7%)		1,019.41
		Total		\$15,582.41
		Payment Made		(-) 15,582.41
		Balance Due		\$0.00

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001851

Balance Due
\$0.00

Bill To
Hattiesburg Little League
f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 26 Apr 2024
Terms : Due on Receipt
Due Date : 26 Apr 2024
P.O.# : Denise 04/26/24

Line No.	Item & Description	Qty	Price	Amount
1	Mesh Bag	2.00	7.19	14.38
2	Cyclone Batting Helmet	10.00	22.49	224.90
3	Baseball Scorebook	6.00	5.39	32.34
Sub Total				271.62
Mississippi Sales Tax (7%)				19.01
Total				\$290.63
Payment Made				(-) 290.63
Balance Due				\$0.00

Notes

picked up by Denise on 04/26/24

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001866

Balance Due
\$0.00

Bill To
Hattiesburg Little League
f.
p.
email: richardgarner@berryplastics.com

Invoice Date : 08 May 2024
Terms : Due on Receipt
Due Date : 08 May 2024
P.O.# : May Hinton Redo Uniforms

Line No.	Item & Description	Qty	Price	Amount
1	BS62 Top with logo/name/number	12.00	20.00	240.00
2	BS62 Coaches top	4.00	15.00	60.00
3	Socks	12.00	4.00	48.00
4	Champro Umpire Navy Top	1.00	22.00	22.00
5	Belts	12.00	5.00	60.00
Sub Total				430.00
Mississippi Sales Tax (7%)				30.10
Total				\$460.10
Payment Made				(-) 460.10
Balance Due				\$0.00

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Play It Again Sports Hattiesburg
4400 Hardy Street
Suite A-12
Hattiesburg Mississippi 39402
p. 601-268-8941
f. 601-550-6095

Invoice

INV-001937

Balance Due
\$1,094.61

Bill To
Hattiesburg Little League
f.
p.
email: deniseedwards62@icloud.com

Invoice Date : 15 Jul 2024
Terms : Due on Receipt
Due Date : 15 Jul 2024
P.O.# : Allstars 2024

Line No.	Item & Description	Qty	Price	Amount
1	Player Tops	15.00	27.00	405.00
2	Player Hats	12.00	16.00	192.00
3	Coaches Hats	3.00	14.00	42.00
4	Player Belts	12.00	5.00	60.00
5	Player Socks	12.00	4.00	48.00
6	Player Pants	12.00	23.00	276.00
Sub Total				1,023.00
Mississippi Sales Tax (7%)				71.61
Total				\$1,094.61
Balance Due				\$1,094.61

Notes

Thank you for choosing Play It Again Sports Hattiesburg.

Terms & Conditions

Thank you for choosing Play It Again Sports Hattiesburg.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Acknowledge receipt of the monthly budget report for the month ending November 30, 2024.
File Number: 2024-773
Minute Book #

Summary

Acknowledge receipt of the monthly budget report for the month ending November 30, 2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 General Fund							
001003 CITY COUNCIL							
40 PERSONAL SERVICES							
001003 400000							
	270,000.00	REGULAR WAGES 270,000.00	51,923.08	31,153.87	0.00	218,076.92	19.2%
001003 460000							
	48,700.00	STATE RETIREMENT 48,700.00	9,294.15	5,576.51	0.00	39,405.85	19.1%
001003 470000							
	21,200.00	F.I.C.A. TAXES 21,200.00	3,789.43	2,291.93	0.00	17,410.57	17.9%
001003 480000							
	58,800.00	HOSPITALIZATION INS. 58,800.00	7,229.60	3,614.80	0.00	51,570.40	12.3%
TOTAL PERSONAL SERVICES	398,700.00	398,700.00	72,236.26	42,637.11	0.00	326,463.74	18.1%
50 SUPPLIES & EXPENSES							
001003 501000							
	1,300.00	OTHER EXPENDABLE OFF.SPL 1,300.00	0.00	0.00	442.57	857.43	34.0%
TOTAL SUPPLIES & EXPENSES	1,300.00	1,300.00	0.00	0.00	442.57	857.43	34.0%
60 PROFESSIONAL SERVICE							
001003 601000							
	200,000.00	AUDITING AND ACCOUNTING 200,000.00	33,760.00	33,760.00	0.00	166,240.00	16.9%
001003 606000							
	4,000.00	TELEPHONE AND TELEGRAPH 4,000.00	281.61	241.38	0.00	3,718.39	7.0%
001003 611001							
	3,000.00	TRAVEL EXP-WARD 1 3,000.00	604.44	604.44	89.00	2,306.56	23.1%
001003 611005							
	3,000.00	TRAVEL EXP-WARD 5 3,000.00	265.98	265.98	326.40	2,407.62	19.7%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001003 684501	REG FEE/TUITION-WARD 1						
	1,000.00	1,000.00	150.00	150.00	0.00	850.00	15.0%
001003 684505	REG FEE/TUITION-WARD 5						
	1,000.00	1,000.00	150.00	150.00	0.00	850.00	15.0%
TOTAL PROFESSIONAL SERVICE							
	212,000.00	212,000.00	35,212.03	35,171.80	415.40	176,372.57	16.8%
TOTAL CITY COUNCIL							
	612,000.00	612,000.00	107,448.29	77,808.91	857.97	503,693.74	17.7%
001015 CITY COURT							
40 PERSONAL SERVICES							
001015 400000	REGULAR WAGES						
	887,000.00	887,000.00	167,030.54	101,034.40	0.00	719,969.46	18.8%
001015 430000	OVERTIME						
	18,000.00	18,000.00	6,972.67	4,554.68	0.00	11,027.33	38.7%
001015 460000	STATE RETIREMENT						
	163,200.00	163,200.00	31,018.19	18,772.06	0.00	132,181.81	19.0%
001015 470000	F.I.C.A. TAXES						
	69,300.00	69,300.00	13,098.21	7,971.08	0.00	56,201.79	18.9%
001015 480000	HOSPITALIZATION INS.						
	151,200.00	151,200.00	21,627.62	10,822.40	0.00	129,572.38	14.3%
TOTAL PERSONAL SERVICES							
	1,288,700.00	1,288,700.00	239,747.23	143,154.62	0.00	1,048,952.77	18.6%
50 SUPPLIES & EXPENSES							
001015 500300	PAPER						
	1,500.00	1,500.00	508.90	0.00	0.00	991.10	33.9%
001015 501000	OTHER EXPENDABLE OFF.SPL						
	6,000.00	6,000.00	572.40	0.00	207.03	5,220.57	13.0%
001015 510000	CLEANING/JANITORIAL SPLY						
	5,000.00	5,000.00	884.61	0.00	162.92	3,952.47	21.0%
001015 5594MC	OTHER OPER - VICTIM ADVOC MC						
	40,547.00	40,547.00	2,304.00	0.00	1,875.00	36,368.00	10.3%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL SUPPLIES & EXPENSES							
53,047.00	53,047.00	4,269.91	0.00	2,244.95	46,532.14	12.3%	
60 PROFESSIONAL SERVICE							
001015 604800	OTHER PROF.-SAMSA GRANT						
141,828.00	141,828.00	40,450.17	12,053.79	239.00	101,138.83	28.7%	
001015 604900	OTHER PROFESSIONAL SERV.						
80,000.00	80,000.00	16,887.00	7,219.00	0.00	63,113.00	21.1%	
001015 604901	OTHER PROF-TECHNOLOGY						
95,000.00	95,000.00	1,591.73	0.00	0.00	93,408.27	1.7%	
001015 606000	TELEPHONE AND TELEGRAPH						
6,000.00	6,000.00	861.97	470.06	0.00	5,138.03	14.4%	
001015 620000	PRINTING						
2,500.00	2,500.00	1,034.00	0.00	0.00	1,466.00	41.4%	
001015 630000	GAS						
1,000.00	1,000.00	20.00	0.00	0.00	980.00	2.0%	
001015 630500	ELECTRICITY						
4,000.00	4,000.00	924.66	469.82	0.00	3,075.34	23.1%	
001015 699900	SERVICES NOT SPECIFIED						
2,500.00	2,500.00	0.00	0.00	1,168.65	1,331.35	46.7%	
TOTAL PROFESSIONAL SERVICE							
332,828.00	332,828.00	61,769.53	20,212.67	1,407.65	269,650.82	19.0%	
TOTAL CITY COURT							
1,674,575.00	1,674,575.00	305,786.67	163,367.29	3,652.60	1,365,135.73	18.5%	

001020 MAYOR/ADMIN.**40 PERSONAL SERVICES**

001020	400000	REGULAR WAGES					
	650,500.00	650,500.00	127,152.24	78,476.97	0.00	523,347.76	19.5%
001020	430000	OVERTIME					
	0.00	0.00	262.02	262.02	0.00	-262.02	100.0%
001020	460000	STATE RETIREMENT					
	115,000.00	115,000.00	22,681.45	13,968.60	0.00	92,318.55	19.7%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001020 470000		F.I.C.A. TAXES					
	50,000.00	50,000.00	9,596.68	5,948.27	0.00	40,403.32	19.2%
001020 480000		HOSPITALIZATION INS.					
	67,200.00	67,200.00	9,622.40	4,811.20	0.00	57,577.60	14.3%
TOTAL PERSONAL SERVICES	882,700.00	882,700.00	169,314.79	103,467.06	0.00	713,385.21	19.2%
50 SUPPLIES & EXPENSES							
001020 501000		OTHER EXPENDABLE OFF.SPL					
	4,000.00	4,000.00	224.03	165.28	653.09	3,122.88	21.9%
001020 502000		MINOR OFFICE EQUIP/FURN.					
	1,000.00	1,000.00	469.99	0.00	0.00	530.01	47.0%
001020 505000		SUBSCRIPTIONS,MAGS,MAPS					
	750.00	750.00	47.31	30.20	0.00	702.69	6.3%
001020 511500		FOOD					
	1,900.00	1,900.00	391.07	248.57	1,087.00	421.93	77.8%
001020 525000		GAS AND OIL					
	3,000.00	3,000.00	396.12	396.12	0.00	2,603.88	13.2%
001020 570000		MTR VEHICLE REP. PTS/SPL					
	2,000.00	2,000.00	94.40	47.20	0.00	1,905.60	4.7%
TOTAL SUPPLIES & EXPENSES	12,650.00	12,650.00	1,622.92	887.37	1,740.09	9,286.99	26.6%
60 PROFESSIONAL SERVICE							
001020 604900		OTHER PROFESSIONAL SERV.					
	17,200.00	17,200.00	80.10	80.10	1,690.00	15,429.90	10.3%
001020 606000		TELEPHONE AND TELEGRAPH					
	5,000.00	5,000.00	449.88	293.81	0.00	4,550.12	9.0%
001020 611000		TRAVEL EXPENSE					
	30,000.00	30,000.00	2,366.28	912.00	400.00	27,233.72	9.2%
001020 615000		ADVERTISING					
	73,300.00	73,300.00	15,800.00	8,125.00	0.00	57,500.00	21.6%
001020 615300		ADVERTISING-MAYOR'S YOUTH CONF					
	10,000.00	10,000.00	423.57	237.33	0.00	9,576.43	4.2%
001020 615700		ADVERTISING-WILLIAM CAREY					
	7,000.00	10,000.00	10,000.00	0.00	0.00	0.00	100.0%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001020 641000		OFFICE EQUIPMENT RENT					
	5,000.00	5,000.00	272.91	56.35	0.00	4,727.09	5.5%
001020 644900		OTHER RENT					
	0.00	1,500.00	0.00	0.00	748.00	752.00	49.9%
001020 684000		DUES AND MEMBERSHIPS					
	15,000.00	15,000.00	0.00	0.00	250.00	14,750.00	1.7%
001020 684500		REGISTRATION FEE/TUITION					
	4,900.00	4,900.00	580.07	580.07	0.00	4,319.93	11.8%
TOTAL PROFESSIONAL SERVICE							
	167,400.00	171,900.00	29,972.81	10,284.66	3,088.00	138,839.19	19.2%
70 CAPITAL OUTLAY							
001020 739900		OTHER EQUIPMENT					
	2,500.00	4,500.00	4,152.45	4,152.45	0.00	347.55	92.3%
TOTAL CAPITAL OUTLAY							
	2,500.00	4,500.00	4,152.45	4,152.45	0.00	347.55	92.3%
TOTAL MAYOR/ADMIN.							
	1,065,250.00	1,071,750.00	205,062.97	118,791.54	4,828.09	861,858.94	19.6%
001040 MUNICIPAL CLERK							
40 PERSONAL SERVICES							
001040 400000		REGULAR WAGES					
	140,700.00	140,700.00	18,985.22	11,391.84	0.00	121,714.78	13.5%
001040 460000		STATE RETIREMENT					
	25,600.00	25,600.00	3,398.35	2,039.14	0.00	22,201.65	13.3%
001040 470000		F.I.C.A. TAXES					
	10,900.00	10,900.00	1,431.02	860.80	0.00	9,468.98	13.1%
001040 480000		HOSPITALIZATION INS.					
	33,600.00	33,600.00	3,608.40	1,804.20	0.00	29,991.60	10.7%
TOTAL PERSONAL SERVICES							
	210,800.00	210,800.00	27,422.99	16,095.98	0.00	183,377.01	13.0%
50 SUPPLIES & EXPENSES							
001040 501000		OTHER EXPENDABLE OFF.SPL					

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	2,000.00	2,000.00	450.34	0.00	0.00	1,549.66	22.5%
TOTAL SUPPLIES & EXPENSES	2,000.00	2,000.00	450.34	0.00	0.00	1,549.66	22.5%
60 PROFESSIONAL SERVICE							
001040 606000	TELEPHONE AND TELEGRAPH						
	350.00	350.00	67.20	57.20	0.00	282.80	19.2%
001040 615000	ADVERTISING						
	22,000.00	22,000.00	519.56	317.74	0.00	21,480.44	2.4%
001040 636500	OFFICE EQUIPMENT R&M						
	2,300.00	2,300.00	61.35	0.00	0.00	2,238.65	2.7%
TOTAL PROFESSIONAL SERVICE							
	24,650.00	24,650.00	648.11	374.94	0.00	24,001.89	2.6%
TOTAL MUNICIPAL CLERK							
	237,450.00	237,450.00	28,521.44	16,470.92	0.00	208,928.56	12.0%
001042 ACCOUNTING DIV.							
40 PERSONAL SERVICES							
001042 400000	REGULAR WAGES						
	328,600.00	328,600.00	53,028.87	31,798.11	0.00	275,571.13	16.1%
001042 460000	STATE RETIREMENT						
	59,300.00	59,300.00	9,492.17	5,691.87	0.00	49,807.83	16.0%
001042 470000	F.I.C.A. TAXES						
	25,200.00	25,200.00	3,977.02	2,391.43	0.00	21,222.98	15.8%
001042 480000	HOSPITALIZATION INS.						
	50,400.00	50,400.00	6,014.00	3,007.00	0.00	44,386.00	11.9%
TOTAL PERSONAL SERVICES							
	463,500.00	463,500.00	72,512.06	42,888.41	0.00	390,987.94	15.6%
50 SUPPLIES & EXPENSES							
001042 500500	PRINTED FORMS						
	1,000.00	1,000.00	0.00	0.00	562.00	438.00	56.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001042 501000	OTHER EXPENDABLE OFF.SPL						
	2,500.00	2,500.00	96.25	0.00	0.00	2,403.75	3.9%
001042 502000	MINOR OFFICE EQUIP/FURN.						
	1,000.00	1,000.00	310.92	0.00	0.00	689.08	31.1%
TOTAL SUPPLIES & EXPENSES	4,500.00	4,500.00	407.17	0.00	562.00	3,530.83	21.5%
TOTAL ACCOUNTING DIV.	468,000.00	468,000.00	72,919.23	42,888.41	562.00	394,518.77	15.7%
001045 PURCHASING DIV.							
40 PERSONAL SERVICES							
001045 400000	REGULAR WAGES						
	107,000.00	107,000.00	20,565.59	12,334.84	0.00	86,434.41	19.2%
001045 460000	STATE RETIREMENT						
	19,300.00	19,300.00	3,681.26	2,207.95	0.00	15,618.74	19.1%
001045 470000	F.I.C.A. TAXES						
	8,200.00	8,200.00	1,462.59	888.28	0.00	6,737.41	17.8%
001045 480000	HOSPITALIZATION INS.						
	16,800.00	16,800.00	2,405.60	1,202.80	0.00	14,394.40	14.3%
TOTAL PERSONAL SERVICES	151,300.00	151,300.00	28,115.04	16,633.87	0.00	123,184.96	18.6%
50 SUPPLIES & EXPENSES							
001045 500300	PAPER						
	1,100.00	1,100.00	0.00	0.00	275.00	825.00	25.0%
001045 501000	OTHER EXPENDABLE OFF.SPL						
	1,650.00	1,650.00	108.75	0.00	0.00	1,541.25	6.6%
TOTAL SUPPLIES & EXPENSES	2,750.00	2,750.00	108.75	0.00	275.00	2,366.25	14.0%
60 PROFESSIONAL SERVICE							
001045 636500	OFFICE EQUIPMENT R&M						
	1,605.00	1,605.00	350.55	180.19	0.00	1,254.45	21.8%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001045 684000	500.00	DUES AND MEMBERSHIPS 500.00	0.00	0.00	70.00	430.00	14.0%
TOTAL PROFESSIONAL SERVICE	2,105.00	2,105.00	350.55	180.19	70.00	1,684.45	20.0%
TOTAL PURCHASING DIV.	156,155.00	156,155.00	28,574.34	16,814.06	345.00	127,235.66	18.5%
001060 CITY ATTORNEY							
40 PERSONAL SERVICES							
001060 400000	70,000.00	REGULAR WAGES 70,000.00	13,461.55	8,076.93	0.00	56,538.45	19.2%
001060 460000	12,650.00	STATE RETIREMENT 12,650.00	2,409.60	1,445.76	0.00	10,240.40	19.0%
001060 470000	5,360.00	F.I.C.A. TAXES 5,360.00	1,029.81	617.88	0.00	4,330.19	19.2%
TOTAL PERSONAL SERVICES	88,010.00	88,010.00	16,900.96	10,140.57	0.00	71,109.04	19.2%
TOTAL CITY ATTORNEY	88,010.00	88,010.00	16,900.96	10,140.57	0.00	71,109.04	19.2%
001080 HUMAN RESOURCES							
40 PERSONAL SERVICES							
001080 400000	228,600.00	REGULAR WAGES 228,600.00	33,804.96	20,852.19	0.00	194,795.04	14.8%
001080 460000	41,300.00	STATE RETIREMENT 41,300.00	5,642.10	3,520.19	0.00	35,657.90	13.7%
001080 470000	17,500.00	F.I.C.A. TAXES 17,500.00	2,465.79	1,535.04	0.00	15,034.21	14.1%
001080 480000	33,600.00	HOSPITALIZATION INS. 33,600.00	3,621.20	1,810.60	0.00	29,978.80	10.8%

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FOR 2025 02

ORIGINAL APPROP		REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PERSONAL SERVICES							
	321,000.00	321,000.00	45,534.05	27,718.02	0.00	275,465.95	14.2%
50 SUPPLIES & EXPENSES							
001080 500500	PRINTED FORMS						
	1,000.00	1,000.00	0.00	0.00	1,440.00	-440.00	144.0%
001080 501000	OTHER EXPENDABLE OFF.SPL						
	1,500.00	1,500.00	889.20	889.20	0.00	610.80	59.3%
TOTAL SUPPLIES & EXPENSES							
	2,500.00	2,500.00	889.20	889.20	1,440.00	170.80	93.2%
TOTAL HUMAN RESOURCES							
	323,500.00	323,500.00	46,423.25	28,607.22	1,440.00	275,636.75	14.8%
001081 LOSS CONTROL							
40 PERSONAL SERVICES							
001081 400000	REGULAR WAGES						
	50,000.00	50,000.00	9,615.40	5,769.24	0.00	40,384.60	19.2%
001081 460000	STATE RETIREMENT						
	9,100.00	9,100.00	1,721.15	1,032.69	0.00	7,378.85	18.9%
001081 470000	F.I.C.A. TAXES						
	3,850.00	3,850.00	731.16	439.14	0.00	3,118.84	19.0%
001081 480000	HOSPITALIZATION INS.						
	8,400.00	8,400.00	1,202.80	601.40	0.00	7,197.20	14.3%
TOTAL PERSONAL SERVICES							
	71,350.00	71,350.00	13,270.51	7,842.47	0.00	58,079.49	18.6%
50 SUPPLIES & EXPENSES							
001081 525000	GAS AND OIL						
	2,000.00	2,000.00	50.12	50.12	0.00	1,949.88	2.5%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL SUPPLIES & EXPENSES	2,000.00	2,000.00	50.12	50.12	0.00	1,949.88	2.5%
TOTAL LOSS CONTROL	73,350.00	73,350.00	13,320.63	7,892.59	0.00	60,029.37	18.2%
001090 URBAN DEVELOPMT							
40 PERSONAL SERVICES							
001090 400000	REGULAR WAGES						
409,500.00	409,500.00	77,581.17	46,637.27	0.00	331,918.83	18.9%	
001090 460000	STATE RETIREMENT						
73,100.00	73,100.00	13,887.03	8,348.07	0.00	59,212.97	19.0%	
001090 470000	F.I.C.A. TAXES						
31,400.00	31,400.00	5,705.25	3,452.90	0.00	25,694.75	18.2%	
001090 480000	HOSPITALIZATION INS.						
67,200.00	67,200.00	9,622.40	4,811.20	0.00	57,577.60	14.3%	
TOTAL PERSONAL SERVICES							
581,200.00	581,200.00	106,795.85	63,249.44	0.00	474,404.15	18.4%	
50 SUPPLIES & EXPENSES							
001090 500300	PAPER						
945.00	945.00	192.36	25.49	159.24	593.40	37.2%	
001090 501000	OTHER EXPENDABLE OFF.SPL						
2,770.00	2,520.00	376.48	376.48	404.46	1,739.06	31.0%	
001090 501100	N.I.P. SUPPLIES						
11,080.00	11,080.00	4,210.22	0.00	0.00	6,869.78	38.0%	
001090 502000	MINOR OFFICE EQUIP/FURN.						
1,335.00	1,330.00	0.00	0.00	194.33	1,135.67	14.6%	
001090 505000	SUBSCRIPTIONS,MAGS,MAPS						
360.00	360.00	10.00	5.00	0.00	350.00	2.8%	
001090 508000	COMPUTER SUPPLIES						
2,000.00	2,000.00	457.96	457.96	3.39	1,538.65	23.1%	
001090 511500	FOOD						
130.00	130.00	21.40	21.40	0.00	108.60	16.5%	

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001090 525000		GAS AND OIL					
	1,500.00	1,500.00	57.46	57.46	0.00	1,442.54	3.8%
001090 535500		WEARING APPAREL					
	270.00	525.00	519.82	519.82	0.00	5.18	99.0%
001090 559000		OTHER OPERATING MATL/SPLY					
	300.00	300.00	0.00	0.00	15.00	285.00	5.0%
TOTAL SUPPLIES & EXPENSES	20,690.00	20,690.00	5,845.70	1,463.61	776.42	14,067.88	32.0%

60 PROFESSIONAL SERVICE

001090 602000		CONSULTANT SERV/SURVEYS					
	4,000.00	4,000.00	2,056.74	0.00	1,343.75	599.51	85.0%
001090 604900		OTHER PROFESSIONAL SERV.					
	102,600.00	102,600.00	62,549.34	42,549.34	18,000.00	22,050.66	78.5%
001090 606000		TELEPHONE AND TELEGRAPH					
	3,200.00	3,200.00	119.48	59.79	0.00	3,080.52	3.7%
001090 611000		TRAVEL EXPENSE					
	6,000.00	6,000.00	3,073.36	1,166.36	936.28	1,990.36	66.8%
001090 641000		OFFICE EQUIPMENT RENT					
	5,100.00	5,100.00	690.82	345.41	0.00	4,409.18	13.5%
001090 650000		EXHIBITIONS & PROMOTIONS					
	0.00	0.00	804.55	0.00	0.00	-804.55	100.0%
001090 684500		REGISTRATION FEE/TUITION					
	4,200.00	4,200.00	578.91	578.91	305.00	3,316.09	21.0%
TOTAL PROFESSIONAL SERVICE	125,100.00	125,100.00	69,873.20	44,699.81	20,585.03	34,641.77	72.3%
TOTAL URBAN DEVELOPMT	726,990.00	726,990.00	182,514.75	109,412.86	21,361.45	523,113.80	28.0%

001091 INFO TECHNOLOGY

40 PERSONAL SERVICES

001091 400000		REGULAR WAGES					
	222,500.00	222,500.00	37,132.24	22,318.28	0.00	185,367.76	16.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001091 430000	OVERTIME						
	16,000.00	16,000.00	2,478.00	1,494.00	0.00	13,522.00	15.5%
001091 460000	STATE RETIREMENT						
	43,000.00	43,000.00	7,090.22	4,262.40	0.00	35,909.78	16.5%
001091 470000	F.I.C.A. TAXES						
	18,300.00	18,300.00	2,958.64	1,785.85	0.00	15,341.36	16.2%
001091 480000	HOSPITALIZATION INS.						
	25,200.00	25,200.00	3,608.40	1,804.20	0.00	21,591.60	14.3%
TOTAL PERSONAL SERVICES							
	325,000.00	325,000.00	53,267.50	31,664.73	0.00	271,732.50	16.4%
50 SUPPLIES & EXPENSES							
001091 501000	OTHER EXPENDABLE OFF.SPL						
	500.00	500.00	216.54	216.54	0.00	283.46	43.3%
001091 508000	COMPUTER SUPPLIES						
	35,000.00	35,000.00	4,666.34	4,666.34	0.00	30,333.66	13.3%
001091 525000	GAS AND OIL						
	500.00	500.00	37.96	37.96	0.00	462.04	7.6%
TOTAL SUPPLIES & EXPENSES							
	36,000.00	36,000.00	4,920.84	4,920.84	0.00	31,079.16	13.7%
60 PROFESSIONAL SERVICE							
001091 603500	DATA PROCESSING						
	30,000.00	30,000.00	378.02	0.00	0.00	29,621.98	1.3%
001091 604900	OTHER PROFESSIONAL SERV.						
	347,500.00	507,500.00	14,988.90	6,837.00	500.00	492,011.10	3.1%
001091 606000	TELEPHONE AND TELEGRAPH						
	2,500.00	2,500.00	394.60	224.17	0.00	2,105.40	15.8%
001091 606800	NETWORK						
	205,000.00	205,000.00	23,949.89	9,816.96	0.00	181,050.11	11.7%
001091 636500	OFFICE EQUIPMENT R&M						
	230,000.00	277,200.00	17,156.33	0.00	66,956.53	193,087.14	30.3%
TOTAL PROFESSIONAL SERVICE							
	815,000.00	1,022,200.00	56,867.74	16,878.13	67,456.53	897,875.73	12.2%
70 CAPITAL OUTLAY							
001091 732700	DATA PROCESSING EQUIP.						

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	40,000.00	40,000.00	10,119.00	10,119.00	2,259.00	27,622.00	30.9%
TOTAL CAPITAL OUTLAY	40,000.00	40,000.00	10,119.00	10,119.00	2,259.00	27,622.00	30.9%
TOTAL INFO TECHNOLOGY	1,216,000.00	1,423,200.00	125,175.08	63,582.70	69,715.53	1,228,309.39	13.7%

001092 GEN.GOV'T.BLDG

50 SUPPLIES & EXPENSES

001092 510000	CLEANING/JANITORIAL SPLY						
	2,500.00	2,000.00	470.91	470.91	69.95	1,459.14	27.0%
001092 513000	CHEMICALS						
	8,000.00	8,000.00	1,250.00	625.00	0.00	6,750.00	15.6%
001092 546000	MINOR EQUIPMENT						
	2,000.00	2,500.00	2,267.12	2,267.12	0.00	232.88	90.7%
001092 560500	ELECTRICAL SUPPLIES						
	1,500.00	1,500.00	66.00	66.00	0.00	1,434.00	4.4%
001092 561000	PLUMBING SUPPLIES						
	1,000.00	1,587.90	1,587.90	0.00	0.00	0.00	100.0%
TOTAL SUPPLIES & EXPENSES	15,000.00	15,587.90	5,641.93	3,429.03	69.95	9,876.02	36.6%

60 PROFESSIONAL SERVICE

001092 602100	BUILDING SECURITY						
	1,500.00	1,500.00	540.00	0.00	0.00	960.00	36.0%
001092 604900	OTHER PROFESSIONAL SERV.						
	8,000.00	8,000.00	1,200.00	300.00	210.90	6,589.10	17.6%
001092 630000	GAS						
	15,000.00	15,000.00	771.46	633.74	0.00	14,228.54	5.1%
001092 630500	ELECTRICITY						
	75,000.00	75,000.00	16,212.82	4,635.47	0.00	58,787.18	21.6%
001092 635000	BUILDING R&M						
	300,000.00	310,220.00	0.00	0.00	10,215.71	300,004.29	3.3%
001092 638000	FIXED EQUIPMENT R&M						
	5,000.00	5,000.00	655.68	0.00	0.00	4,344.32	13.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001092 639400		DISINFECT./EXTERMINATION					
	1,200.00	1,200.00	113.00	0.00	0.00	1,087.00	9.4%
001092 644900		OTHER RENT					
	13,000.00	13,000.00	3,138.00	1,569.00	240.00	9,622.00	26.0%
TOTAL PROFESSIONAL SERVICE							
	418,700.00	428,920.00	22,630.96	7,138.21	10,666.61	395,622.43	7.8%
TOTAL GEN.GOV'T.BLDG							
	433,700.00	444,507.90	28,272.89	10,567.24	10,736.56	405,498.45	8.8%
001093 INTERMODAL FAC O&M							
50 SUPPLIES & EXPENSES							
001093 510000		CLEANING/JANITORIAL SPLY					
	3,200.00	3,200.00	246.00	246.00	0.00	2,954.00	7.7%
001093 546000		MINOR EQUIPMENT					
	1,000.00	1,000.00	614.90	614.90	0.00	385.10	61.5%
TOTAL SUPPLIES & EXPENSES							
	4,200.00	4,200.00	860.90	860.90	0.00	3,339.10	20.5%
60 PROFESSIONAL SERVICE							
001093 630500		ELECTRICITY					
	37,000.00	37,000.00	6,914.32	2,964.77	0.00	30,085.68	18.7%
001093 635000		BUILDING R&M					
	35,000.00	35,000.00	22,086.70	0.00	0.00	12,913.30	63.1%
001093 639400		DISINFECT./EXTERMINATION					
	1,000.00	1,000.00	1,055.00	0.00	0.00	-55.00	105.5%
001093 639900		OTHER REPAIRS AND MAINT.					
	8,000.00	8,000.00	175.00	0.00	0.00	7,825.00	2.2%
001093 699900		SERVICES NOT SPECIFIED					
	0.00	289,070.00	0.00	0.00	289,068.00	2.00	100.0%
TOTAL PROFESSIONAL SERVICE							
	81,000.00	370,070.00	30,231.02	2,964.77	289,068.00	50,770.98	86.3%
TOTAL INTERMODAL FAC O&M							
	85,200.00	374,270.00	31,091.92	3,825.67	289,068.00	54,110.08	85.5%

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		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001094 METRPLTN PLANG.								
40 PERSONAL SERVICES								
001094 400000	REGULAR WAGES							
	140,000.00	140,000.00		16,280.81	9,768.48	0.00	123,719.19	11.6%
001094 460000	STATE RETIREMENT							
	25,300.00	25,300.00		2,914.30	1,748.58	0.00	22,385.70	11.5%
001094 470000	F.I.C.A. TAXES							
	10,750.00	10,750.00		1,240.04	744.56	0.00	9,509.96	11.5%
001094 480000	HOSPITALIZATION INS.							
	25,200.00	25,200.00		2,405.60	1,202.80	0.00	22,794.40	9.5%
TOTAL PERSONAL SERVICES								
	201,250.00	201,250.00		22,840.75	13,464.42	0.00	178,409.25	11.3%
60 PROFESSIONAL SERVICE								
001094 636500	OFFICE EQUIPMENT R&M							
	5,000.00	5,000.00		542.40	0.00	0.00	4,457.60	10.8%
001094 684000	DUES AND MEMBERSHIPS							
	1,700.00	1,700.00		0.00	0.00	255.00	1,445.00	15.0%
TOTAL PROFESSIONAL SERVICE								
	6,700.00	6,700.00		542.40	0.00	255.00	5,902.60	11.9%
TOTAL METRPLTN PLANG.								
	207,950.00	207,950.00		23,383.15	13,464.42	255.00	184,311.85	11.4%
001095 G/G INS.OTH SER								
60 PROFESSIONAL SERVICE								
001095 602500	LEGAL							
	500,000.00	500,000.00		71,337.37	27,415.55	0.00	428,662.63	14.3%
001095 602701	MEDICAL ANALYSIS-EMP CLINIC							
	386,000.00	386,000.00		63,647.21	31,092.57	4,596.92	317,755.87	17.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001095 604900		OTHER PROFESSIONAL SERV.					
	350,000.00	340,387.50	72,682.47	31,040.28	53,572.75	214,132.28	37.1%
001095 606000		TELEPHONE AND TELEGRAPH					
	130,000.00	130,000.00	41,295.76	13,518.88	0.00	88,704.24	31.8%
001095 607000		POSTAGE					
	35,000.00	35,000.00	10,000.00	0.00	0.00	25,000.00	28.6%
001095 615500		UNALLOCATED ADVERTISING					
	40,000.00	40,000.00	26,700.00	0.00	0.00	13,300.00	66.8%
001095 625500		PUBLIC LIAB/PROPERTY DAM					
	520,000.00	520,000.00	488,372.52	462,172.52	0.00	31,627.48	93.9%
001095 627000		SURETY AND FORGERY BONDS					
	15,000.00	15,000.00	8,488.50	0.00	0.00	6,511.50	56.6%
001095 645000		RENT/LEASE 16TH SECTION LAND					
	0.00	9,612.50	9,612.50	0.00	0.00	0.00	100.0%
001095 683000		PROP.TAX COLL. FEES .05					
	95,000.00	95,000.00	14,802.77	7,569.26	0.00	80,197.23	15.6%
001095 683200		BANK SERV/TRF FEE					
	5,000.00	5,000.00	934.08	473.53	0.00	4,065.92	18.7%
TOTAL PROFESSIONAL SERVICE							
	2,076,000.00	2,076,000.00	807,873.18	573,282.59	58,169.67	1,209,957.15	41.7%
TOTAL G/G INS.OTH SER							
	2,076,000.00	2,076,000.00	807,873.18	573,282.59	58,169.67	1,209,957.15	41.7%

001096 FED PROG ADMIN

40 PERSONAL SERVICES

001096 400000		REGULAR WAGES					
	74,840.00	74,840.00	11,265.45	6,753.49	0.00	63,574.55	15.1%
001096 460000		STATE RETIREMENT					
	13,500.00	13,500.00	2,016.51	1,208.87	0.00	11,483.49	14.9%
001096 470000		F.I.C.A. TAXES					
	5,750.00	5,750.00	850.57	510.98	0.00	4,899.43	14.8%
001096 480000		HOSPITALIZATION INS.					
	16,800.00	16,800.00	1,904.42	956.60	0.00	14,895.58	11.3%
TOTAL PERSONAL SERVICES							
	110,890.00	110,890.00	16,036.95	9,429.94	0.00	94,853.05	14.5%

50 SUPPLIES & EXPENSES

001096 501001 HEALTHY HOMES SUPPLIES

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	2,000.00	2,000.00	0.00	0.00	500.00	1,500.00	25.0%
TOTAL SUPPLIES & EXPENSES	2,000.00	2,000.00	0.00	0.00	500.00	1,500.00	25.0%
60 PROFESSIONAL SERVICE							
001096 684500 REGISTRATION FEE/TUITION	2,600.00	2,600.00	575.00	575.00	0.00	2,025.00	22.1%
TOTAL PROFESSIONAL SERVICE	2,600.00	2,600.00	575.00	575.00	0.00	2,025.00	22.1%
TOTAL FED PROG ADMIN	115,490.00	115,490.00	16,611.95	10,004.94	500.00	98,378.05	14.8%
001100 POLICE/PUB.SFTY							
40 PERSONAL SERVICES							
001100 400000 REGULAR WAGES	8,641,500.00	8,641,500.00	1,531,278.13	927,727.14	0.00	7,110,221.87	17.7%
001100 430000 OVERTIME	740,000.00	740,000.00	212,019.58	123,807.97	0.00	527,980.42	28.7%
001100 460000 STATE RETIREMENT	1,615,000.00	1,615,000.00	308,388.55	185,804.00	0.00	1,306,611.45	19.1%
001100 470000 F.I.C.A. TAXES	717,700.00	717,700.00	130,553.45	79,073.33	0.00	587,146.55	18.2%
001100 480000 HOSPITALIZATION INS.	1,430,400.00	1,430,400.00	163,785.19	79,799.74	0.00	1,266,614.81	11.5%
TOTAL PERSONAL SERVICES	13,144,600.00	13,144,600.00	2,346,024.90	1,396,212.18	0.00	10,798,575.10	17.8%
50 SUPPLIES & EXPENSES							
001100 501000 OTHER EXPENDABLE OFF.SPL	11,820.00	11,820.00	3,485.33	1,746.44	20.08	8,314.59	29.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001100 501200		EXPENDABLE OFF.SPL-LIFE					
	1,200.00	1,200.00	0.00	0.00	900.00	300.00	75.0%
001100 502000		MINOR OFFICE EQUIP/FURN.					
	2,700.00	2,700.00	3,245.00	0.00	0.00	-545.00	120.2%
001100 508000		COMPUTER SUPPLIES					
	11,800.00	11,800.00	319.86	0.00	8,697.00	2,783.14	76.4%
001100 510000		CLEANING/JANITORIAL SPLY					
	8,500.00	8,500.00	216.00	0.00	1,875.04	6,408.96	24.6%
001100 525000		GAS AND OIL					
	325,000.00	325,000.00	27,216.82	26,710.58	0.00	297,783.18	8.4%
001100 525700		DIESEL FUEL					
	2,000.00	2,000.00	46.07	46.07	0.00	1,953.93	2.3%
001100 535000		UNIFORMS, BADGES, ETC.					
	42,000.00	42,000.00	14,877.57	3,186.21	10,441.22	16,681.21	60.3%
001100 535500		WEARING APPAREL					
	49,000.00	49,000.00	5,873.00	2,243.06	1,233.28	41,893.72	14.5%
001100 546000		MINOR EQUIPMENT					
	50,000.00	50,000.00	2,980.75	523.51	1,918.42	45,100.83	9.8%
001100 559000		OTHER OPERATING MATL/SPLY					
	28,650.00	28,650.00	5,907.10	5,736.00	2,716.57	20,026.33	30.1%
001100 570000		MTR VEHICLE REP. PTS/SPL					
	170,000.00	170,000.00	39,716.31	19,115.11	10,925.61	119,358.08	29.8%
001100 599000		OTHER REPAIR/MAINT. SPL.					
	3,000.00	3,000.00	129.00	129.00	0.00	2,871.00	4.3%
TOTAL SUPPLIES & EXPENSES	705,670.00	705,670.00	104,012.81	59,435.98	38,727.22	562,929.97	20.2%

60 PROFESSIONAL SERVICE

001100 602700		MEDICAL					
	10,000.00	10,000.00	5,556.00	5,556.00	0.00	4,444.00	55.6%
001100 603000		VETERINARIAN					
	5,000.00	5,000.00	1,924.02	422.29	0.00	3,075.98	38.5%
001100 604900		OTHER PROFESSIONAL SERV.					
	110,000.00	110,000.00	41,771.05	27,165.21	268.54	67,960.41	38.2%
001100 604921		NOLA EXPENSE					
	68,000.00	68,000.00	1,568.00	0.00	3,357.20	63,074.80	7.2%
001100 606000		TELEPHONE AND TELEGRAPH					
	124,500.00	124,500.00	20,152.25	9,988.90	0.00	104,347.75	16.2%
001100 611000		TRAVEL EXPENSE					
	30,000.00	30,000.00	4,691.99	5,027.96	2,178.00	23,130.01	22.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001100 612000		FREIGHT					
	3,000.00	3,000.00	416.77	0.00	100.52	2,482.71	17.2%
001100 630000		GAS					
	14,500.00	14,500.00	3,241.57	1,943.15	0.00	11,258.43	22.4%
001100 630500		ELECTRICITY					
	194,000.00	194,000.00	38,828.92	12,596.23	0.00	155,171.08	20.0%
001100 635000		BUILDING R&M					
	100,000.00	100,000.00	10,658.70	3,634.32	8,775.85	80,565.45	19.4%
001100 635500		ELECTRICAL R&M					
	4,000.00	4,000.00	1,110.00	0.00	0.00	2,890.00	27.8%
001100 636500		OFFICE EQUIPMENT R&M					
	30,000.00	30,000.00	3,809.72	1,128.53	135.00	26,055.28	13.1%
001100 638400		MOTOR VEHICLE EQ. R&M					
	146,000.00	146,000.00	20,111.36	2,951.73	26,704.44	99,184.20	32.1%
001100 639400		DISINFECT./EXTERMINATION					
	2,500.00	2,500.00	213.00	0.00	0.00	2,287.00	8.5%
001100 639800		TOW IN CHARGES					
	8,000.00	8,000.00	1,540.00	490.00	0.00	6,460.00	19.3%
001100 641000		OFFICE EQUIPMENT RENT					
	11,500.00	11,500.00	1,802.73	144.84	0.00	9,697.27	15.7%
001100 641700		MOTORCYCLE RENT					
	260,000.00	260,000.00	39,493.57	11,618.08	0.00	220,506.43	15.2%
001100 684000		DUES AND MEMBERSHIPS					
	2,000.00	2,000.00	300.00	300.00	0.00	1,700.00	15.0%
001100 684500		REGISTRATION FEE/TUITION					
	15,000.00	15,000.00	2,025.00	2,025.00	1,240.00	11,735.00	21.8%
001100 684700		CONTINUING EDUCATION					
	0.00	4,000.00	1,191.00	1,191.00	0.00	2,809.00	29.8%
TOTAL PROFESSIONAL SERVICE							
	1,138,000.00	1,142,000.00	200,405.65	86,183.24	42,759.55	898,834.80	21.3%
70 CAPITAL OUTLAY							
001100 739900		OTHER EQUIPMENT					
	0.00	564,260.00	15,708.40	14,228.40	16,709.88	531,841.72	5.7%
001100 740000		AUTOMOBILES					
	0.00	167,230.00	0.00	0.00	52,226.00	115,004.00	31.2%
TOTAL CAPITAL OUTLAY							
	0.00	731,490.00	15,708.40	14,228.40	68,935.88	646,845.72	11.6%
TOTAL POLICE/PUB.SFTY							
	14,988,270.00	15,723,760.00	2,666,151.76	1,556,059.80	150,422.65	12,907,185.59	17.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001131 JOINT P&F TRNG.							
40 PERSONAL SERVICES							
001131 400000		REGULAR WAGES					
	35,400.00	35,400.00	6,800.00	4,080.00	0.00	28,600.00	19.2%
001131 430000		OVERTIME					
	1,000.00	1,000.00	140.26	63.75	0.00	859.74	14.0%
001131 460000		STATE RETIREMENT					
	6,650.00	6,650.00	1,242.30	741.73	0.00	5,407.70	18.7%
001131 470000		F.I.C.A. TAXES					
	2,850.00	2,850.00	530.92	316.99	0.00	2,319.08	18.6%
001131 480000		HOSPITALIZATION INS.					
	8,400.00	8,400.00	1,202.80	601.40	0.00	7,197.20	14.3%
TOTAL PERSONAL SERVICES	54,300.00	54,300.00	9,916.28	5,803.87	0.00	44,383.72	18.3%
50 SUPPLIES & EXPENSES							
001131 500300		PAPER					
	875.00	875.00	0.00	0.00	42.81	832.19	4.9%
001131 501000		OTHER EXPENDABLE OFF.SPL					
	5,000.00	5,000.00	703.52	512.41	0.00	4,296.48	14.1%
001131 507100		BOOKS-FIRE					
	2,000.00	2,000.00	1,000.70	1,000.70	0.00	999.30	50.0%
001131 508000		COMPUTER SUPPLIES					
	7,500.00	7,500.00	1,257.25	229.51	0.00	6,242.75	16.8%
001131 535500		WEARING APPAREL					
	3,000.00	3,000.00	323.98	0.00	0.00	2,676.02	10.8%
001131 535600		WEARING APPAREL-FIRE					
	3,000.00	3,000.00	1,196.00	0.00	226.95	1,577.05	47.4%
001131 546600		HAZ.MAT SUPPLIES					
	8,000.00	8,000.00	0.00	0.00	442.00	7,558.00	5.5%
001131 559000		OTHER OPERATING MATL/SPLY					
	10,000.00	11,262.00	6,166.34	5,291.20	5,095.23	0.43	100.0%
001131 559100		OTHER OPER.MATLS-FULL R					
	5,000.00	3,738.00	268.00	170.00	0.00	3,470.00	7.2%
001131 599000		OTHER REPAIR/MAINT. SPL.					
	2,500.00	2,500.00	322.67	0.00	77.39	2,099.94	16.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL SUPPLIES & EXPENSES	46,875.00	46,875.00	11,238.46	7,203.82	5,884.38	29,752.16	36.5%
60 PROFESSIONAL SERVICE							
001131 6110FR	7,500.00	7,500.00	1,972.00	0.00	0.00	5,528.00	26.3%
001131 612000	700.00	700.00	122.65	97.66	0.00	577.35	17.5%
001131 615000	2,000.00	2,000.00	1,832.20	0.00	0.00	167.80	91.6%
001131 630000	3,700.00	3,700.00	312.88	156.89	0.00	3,387.12	8.5%
001131 630500	16,000.00	16,000.00	3,634.94	6.62	0.00	12,365.06	22.7%
001131 638400	500.00	500.00	297.00	0.00	153.84	49.16	90.2%
001131 639400	1,000.00	1,000.00	100.00	0.00	0.00	900.00	10.0%
001131 644900	2,000.00	2,000.00	629.49	420.16	0.00	1,370.51	31.5%
001131 6845FR	15,000.00	15,000.00	1,740.00	365.00	64.00	13,196.00	12.0%
001131 6845PO	10,000.00	10,000.00	0.00	0.00	150.00	9,850.00	1.5%
TOTAL PROFESSIONAL SERVICE	58,400.00	58,400.00	10,641.16	1,046.33	367.84	47,391.00	18.9%
TOTAL JOINT P&F TRNG.	159,575.00	159,575.00	31,795.90	14,054.02	6,252.22	121,526.88	23.8%
001160 FIRE DIVISION							
40 PERSONAL SERVICES							
001160 400000	6,940,400.00	6,940,400.00	1,215,826.85	738,876.42	0.00	5,724,573.15	17.5%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001160 430000		OVERTIME					
	590,000.00	590,000.00	138,283.31	86,227.19	0.00	451,716.69	23.4%
001160 460000		STATE RETIREMENT					
	1,470,000.00	1,470,000.00	242,385.65	147,693.47	0.00	1,227,614.35	16.5%
001160 470000		F.I.C.A. TAXES					
	576,100.00	576,100.00	99,740.28	61,197.24	0.00	476,359.72	17.3%
001160 480000		HOSPITALIZATION INS.					
	1,176,000.00	1,176,000.00	151,853.50	75,776.40	0.00	1,024,146.50	12.9%
TOTAL PERSONAL SERVICES							
	10,752,500.00	10,752,500.00	1,848,089.59	1,109,770.72	0.00	8,904,410.41	17.2%

50 SUPPLIES & EXPENSES

001160 510000		CLEANING/JANITORIAL SPLY					
	13,000.00	13,000.00	2,098.41	237.22	1,135.82	9,765.77	24.9%
001160 525000		GAS AND OIL					
	30,000.00	30,000.00	1,396.86	1,385.75	0.00	28,603.14	4.7%
001160 525700		DIESEL FUEL					
	60,000.00	60,000.00	4,051.64	3,950.06	0.00	55,948.36	6.8%
001160 535000		UNIFORMS, BADGES, ETC.					
	43,200.00	43,200.00	437.90	251.82	2,660.14	40,101.96	7.2%
001160 535500		WEARING APPAREL					
	20,000.00	20,000.00	0.00	0.00	19,962.96	37.04	99.8%
001160 546000		MINOR EQUIPMENT					
	8,000.00	8,000.00	1,555.00	616.00	383.00	6,062.00	24.2%
001160 546200		MINOR FIRE FIGHTING EQUIP.					
	10,000.00	10,000.00	0.00	0.00	2,347.00	7,653.00	23.5%
001160 547000		FIRE HOSE					
	5,000.00	5,000.00	1,728.00	0.00	0.00	3,272.00	34.6%
001160 559000		OTHER OPERATING MATL/SPLY					
	1,690.00	1,690.00	35.82	35.82	0.00	1,654.18	2.1%
001160 570000		MTR VEHICLE REP. PTS/SPL					
	60,000.00	60,000.00	11,844.94	3,884.89	6,206.88	41,948.18	30.1%
001160 575600		SCBA REPAIR PTS/SPL					
	5,000.00	5,000.00	975.00	0.00	0.00	4,025.00	19.5%
TOTAL SUPPLIES & EXPENSES							
	255,890.00	255,890.00	24,123.57	10,361.56	32,695.80	199,070.63	22.2%

60 PROFESSIONAL SERVICE

001160 604900		OTHER PROFESSIONAL SERV.					
	15,400.00	25,720.00	25,720.00	0.00	0.00	0.00	100.0%

EXPENDITURE REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001160 606000	18,000.00	TELEPHONE AND TELEGRAPH 18,000.00	1,627.28	1,567.59	0.00	16,372.72	9.0%
001160 612000	4,300.00	FREIGHT 4,300.00	1,782.04	998.33	133.44	2,384.52	44.5%
001160 630000	28,000.00	GAS 28,000.00	1,239.65	641.84	0.00	26,760.35	4.4%
001160 630500	75,000.00	ELECTRICITY 75,000.00	17,225.64	5,173.48	0.00	57,774.36	23.0%
001160 631500	1,000.00	WATER 1,000.00	57.20	0.00	0.00	942.80	5.7%
001160 635000	35,000.00	BUILDING R&M 35,000.00	991.00	271.00	11,567.47	22,441.53	35.9%
001160 638000	6,025.00	FIXED EQUIPMENT R&M 6,025.00	1,720.92	0.00	0.00	4,304.08	28.6%
001160 638400	50,000.00	MOTOR VEHICLE EQ. R&M 50,000.00	16,369.15	4,794.19	8,914.74	24,716.11	50.6%
001160 638900	10,550.00	SCBA EQUIP. R&M 10,550.00	2,925.00	0.00	0.00	7,625.00	27.7%
001160 639400	6,000.00	DISINFECT./EXTERMINATION 6,000.00	338.00	0.00	0.00	5,662.00	5.6%
001160 639800	2,000.00	TOW IN CHARGES 2,000.00	400.00	0.00	0.00	1,600.00	20.0%
001160 641000	5,000.00	OFFICE EQUIPMENT RENT 5,000.00	485.58	246.50	0.00	4,514.42	9.7%
001160 642500	3,000.00	CYLINDER RENT 3,000.00	305.30	152.65	0.00	2,694.70	10.2%
001160 643500	1,000.00	MOP-MAT-RAG RENT 1,000.00	198.67	99.46	0.00	801.33	19.9%
001160 684500	2,590.00	REGISTRATION FEE/TUITION 2,590.00	2,500.00	0.00	0.00	90.00	96.5%
001160 684700	15,000.00	CONTINUING EDUCATION 15,000.00	1,691.00	1,691.00	612.95	12,696.05	15.4%
001160 699900	500.00	SERVICES NOT SPECIFIED 500.00	95.00	0.00	0.00	405.00	19.0%
TOTAL PROFESSIONAL SERVICE	278,365.00	288,685.00	75,671.43	15,636.04	21,228.60	191,784.97	33.6%
TOTAL FIRE DIVISION	11,286,755.00	11,297,075.00	1,947,884.59	1,135,768.32	53,924.40	9,295,266.01	17.7%

001180 LAND DEVEL.ADM.

40 PERSONAL SERVICES

001180 400000 REGULAR WAGES

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001180 430000	542,000.00	542,000.00	90,482.76	53,612.16	0.00	451,517.24	16.7%
	OVERTIME						
001180 460000	10,000.00	10,000.00	1,426.66	1,170.41	0.00	8,573.34	14.3%
	STATE RETIREMENT						
001180 470000	94,000.00	94,000.00	16,451.75	9,806.06	0.00	77,548.25	17.5%
	F.I.C.A. TAXES						
001180 480000	42,300.00	42,300.00	6,757.23	4,054.76	0.00	35,542.77	16.0%
	HOSPITALIZATION INS.						
	109,200.00	109,200.00	15,636.40	7,818.20	0.00	93,563.60	14.3%
TOTAL PERSONAL SERVICES	797,500.00	797,500.00	130,754.80	76,461.59	0.00	666,745.20	16.4%
50 SUPPLIES & EXPENSES							
001180 500300							
	PAPER						
	1,575.00	1,575.00	289.39	289.39	0.00	1,285.61	18.4%
001180 500500							
	PRINTED FORMS						
	270.00	270.00	0.00	0.00	34.81	235.19	12.9%
001180 501000							
	OTHER EXPENDABLE OFF.SPL						
	2,300.00	2,300.00	300.22	300.22	173.03	1,826.75	20.6%
001180 505000							
	SUBSCRIPTIONS,MAGS,MAPS						
	900.00	1,420.00	960.00	960.00	455.40	4.60	99.7%
001180 507000							
	BOOKS						
	900.00	840.00	110.00	110.00	0.00	730.00	13.1%
001180 525000							
	GAS AND OIL						
	11,500.00	11,500.00	1,204.69	1,204.69	0.00	10,295.31	10.5%
001180 535500							
	WEARING APPAREL						
	3,000.00	3,000.00	1,078.18	1,078.18	0.00	1,921.82	35.9%
001180 546000							
	MINOR EQUIPMENT						
	660.00	660.00	169.77	0.00	236.16	254.07	61.5%
001180 570000							
	MTR VEHICLE REP. PTS/SPL						
	8,000.00	8,000.00	2,035.11	1,645.02	3.00	5,961.89	25.5%
TOTAL SUPPLIES & EXPENSES	29,105.00	29,565.00	6,147.36	5,587.50	902.40	22,515.24	23.8%
60 PROFESSIONAL SERVICE							
001180 601300							
	DEMOLITION						
	100,000.00	100,000.00	28,604.94	28,604.94	0.00	71,395.06	28.6%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001180 601400		ASBESTOS REMOVAL					
	3,000.00	3,000.00	0.00	0.00	2,690.00	310.00	89.7%
001180 601600		TITLE OPINIONS					
	9,600.00	9,600.00	1,500.00	0.00	0.00	8,100.00	15.6%
001180 601800		LOT CLEARING					
	70,000.00	47,180.00	12,230.90	7,114.40	0.00	34,949.10	25.9%
001180 602300		ABSTRACTING & RECORDING					
	3,000.00	3,000.00	1,619.00	1,066.00	0.00	1,381.00	54.0%
001180 604900		OTHER PROFESSIONAL SERV.					
	9,000.00	31,820.00	31,370.00	750.00	0.00	450.00	98.6%
001180 606000		TELEPHONE AND TELEGRAPH					
	10,000.00	10,000.00	2,531.06	1,624.97	0.00	7,468.94	25.3%
001180 611000		TRAVEL EXPENSE					
	5,000.00	5,000.00	1,447.46	653.94	448.00	3,104.54	37.9%
001180 620000		PRINTING					
	3,000.00	3,000.00	495.46	243.01	0.00	2,504.54	16.5%
001180 638400		MOTOR VEHICLE EQ. R&M					
	5,000.00	5,000.00	627.27	627.27	0.00	4,372.73	12.5%
001180 684000		DUES AND MEMBERSHIPS					
	2,500.00	2,500.00	0.00	0.00	500.00	2,000.00	20.0%
001180 684500		REGISTRATION FEE/TUITION					
	3,000.00	3,000.00	2,420.00	2,815.00	0.00	580.00	80.7%
TOTAL PROFESSIONAL SERVICE	223,100.00	223,100.00	82,846.09	43,499.53	3,638.00	136,615.91	38.8%
70 CAPITAL OUTLAY							
001180 740000		AUTOMOBILES					
	0.00	98,000.00	98,000.00	98,000.00	0.00	0.00	100.0%
TOTAL CAPITAL OUTLAY	0.00	98,000.00	98,000.00	98,000.00	0.00	0.00	100.0%
TOTAL LAND DEVEL. ADM.	1,049,705.00	1,148,165.00	317,748.25	223,548.62	4,540.40	825,876.35	28.1%
001190 P/S CONTRAC.SER							
40 PERSONAL SERVICES							
001190 430000		OVERTIME					
	175,000.00	175,000.00	100,892.60	65,278.92	0.00	74,107.40	57.7%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001190 460000	STATE RETIREMENT						
	31,500.00	31,500.00	18,059.82	11,684.94	0.00	13,440.18	57.3%
001190 470000	F.I.C.A. TAXES						
	13,390.00	13,390.00	7,561.52	4,917.73	0.00	5,828.48	56.5%
001190 480000	HOSPITALIZATION INS.						
	14,000.00	14,000.00	6,197.09	3,228.26	0.00	7,802.91	44.3%
TOTAL PERSONAL SERVICES	233,890.00	233,890.00	132,711.03	85,109.85	0.00	101,178.97	56.7%
60 PROFESSIONAL SERVICE							
001190 602700	MEDICAL						
	40,000.00	40,000.00	6,997.27	5,452.55	0.00	33,002.73	17.5%
001190 686500	EMERGENCY MGMT. CONTRIB.						
	155,000.00	155,000.00	38,750.00	0.00	0.00	116,250.00	25.0%
TOTAL PROFESSIONAL SERVICE	195,000.00	195,000.00	45,747.27	5,452.55	0.00	149,252.73	23.5%
TOTAL P/S CONTRAC.SER	428,890.00	428,890.00	178,458.30	90,562.40	0.00	250,431.70	41.6%
001191 TRAFFIC MAINT.							
40 PERSONAL SERVICES							
001191 400000	REGULAR WAGES						
	232,500.00	232,500.00	27,837.87	16,702.73	0.00	204,662.13	12.0%
001191 430000	OVERTIME						
	8,500.00	8,500.00	6,115.26	3,617.29	0.00	2,384.74	71.9%
001191 460000	STATE RETIREMENT						
	40,500.00	40,500.00	6,077.63	3,637.29	0.00	34,422.37	15.0%
001191 470000	F.I.C.A. TAXES						
	18,500.00	18,500.00	2,491.01	1,501.27	0.00	16,008.99	13.5%
001191 480000	HOSPITALIZATION INS.						
	50,400.00	50,400.00	4,811.20	2,405.60	0.00	45,588.80	9.5%
TOTAL PERSONAL SERVICES	350,400.00	350,400.00	47,332.97	27,864.18	0.00	303,067.03	13.5%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
50 SUPPLIES & EXPENSES							
001191 511000		HOUSEHOLD SUPPLIES					
	1,000.00	1,000.00	115.96	115.96	0.00	884.04	11.6%
001191 525000		GAS AND OIL					
	15,000.00	15,000.00	1,173.85	1,173.85	0.00	13,826.15	7.8%
001191 525700		DIESEL FUEL					
	1,500.00	1,500.00	69.86	69.86	0.00	1,430.14	4.7%
001191 545000		HAND TOOLS					
	1,500.00	1,500.00	14.66	14.66	206.00	1,279.34	14.7%
001191 554000		TRAFFIC CONTROL EQ. SPLY.					
	55,000.00	55,000.00	11,260.78	11,260.78	6,176.15	37,563.07	31.7%
001191 554500		TRAFFIC SIGNS					
	27,000.00	27,000.00	340.80	340.80	4,733.80	21,925.40	18.8%
001191 555000		STREET MARKING SUPPLIES					
	6,000.00	6,000.00	196.00	196.00	0.00	5,804.00	3.3%
001191 559000		OTHER OPERATING MATL/SPLY					
	3,900.00	3,900.00	634.25	634.25	2,793.18	472.57	87.9%
001191 570000		MTR VEHICLE REP. PTS/SPL					
	21,000.00	21,000.00	1,960.39	303.19	19.95	19,019.66	9.4%
001191 575000		COMMUNICATION REPAIR PTS					
	1,700.00	1,700.00	79.99	79.99	0.00	1,620.01	4.7%
TOTAL SUPPLIES & EXPENSES	133,600.00	133,600.00	15,846.54	14,189.34	13,929.08	103,824.38	22.3%
60 PROFESSIONAL SERVICE							
001191 606000		TELEPHONE AND TELEGRAPH					
	1,500.00	1,500.00	340.44	170.37	0.00	1,159.56	22.7%
001191 630000		GAS					
	2,000.00	2,000.00	56.72	28.35	0.00	1,943.28	2.8%
001191 630500		ELECTRICITY					
	16,500.00	16,500.00	2,902.30	1,328.06	0.00	13,597.70	17.6%
001191 639400		DISINFECT./EXTERMINATION					
	600.00	600.00	45.00	0.00	0.00	555.00	7.5%
001191 643000		UNIFORM RENT					
	1,500.00	1,500.00	200.00	100.00	0.00	1,300.00	13.3%
001191 643500		MOP-MAT-RAG RENT					
	600.00	600.00	68.48	34.24	0.00	531.52	11.4%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001191 687000	5,000.00	CUSTODIAL SERVICE 5,000.00	540.90	0.00	973.26	3,485.84	30.3%
TOTAL PROFESSIONAL SERVICE	27,700.00	27,700.00	4,153.84	1,661.02	973.26	22,572.90	18.5%
TOTAL TRAFFIC MAINT.	511,700.00	511,700.00	67,333.35	43,714.54	14,902.34	429,464.31	16.1%
001201 STREET DIV.							
40 PERSONAL SERVICES							
001201 400000	687,100.00	REGULAR WAGES 687,100.00	106,470.71	63,838.28	0.00	580,629.29	15.5%
001201 430000	12,500.00	OVERTIME 12,500.00	3,273.58	1,380.80	0.00	9,226.42	26.2%
001201 460000	126,200.00	STATE RETIREMENT 126,200.00	19,669.00	11,689.08	0.00	106,531.00	15.6%
001201 470000	53,600.00	F.I.C.A. TAXES 53,600.00	8,272.69	4,928.94	0.00	45,327.31	15.4%
001201 480000	151,200.00	HOSPITALIZATION INS. 151,200.00	15,636.40	7,216.80	0.00	135,563.60	10.3%
TOTAL PERSONAL SERVICES	1,030,600.00	1,030,600.00	153,322.38	89,053.90	0.00	877,277.62	14.9%
50 SUPPLIES & EXPENSES							
001201 501000	500.00	OTHER EXPENDABLE OFF.SPL 500.00	238.41	238.41	0.00	261.59	47.7%
001201 502000	2,500.00	MINOR OFFICE EQUIP/FURN. 2,500.00	0.00	0.00	399.99	2,100.01	16.0%
001201 525000	21,000.00	GAS AND OIL 21,000.00	3,050.97	3,050.97	0.00	17,949.03	14.5%
001201 525700	35,000.00	DIESEL FUEL 35,000.00	1,713.07	1,713.07	0.00	33,286.93	4.9%
001201 540000	45,000.00	ASPHALT & ASPHALT PROD. 45,000.00	5,509.38	1,782.09	6,476.90	33,013.72	26.6%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001201 540500	20,000.00	CONCRETE, CEMENT, ETC. 20,000.00	785.00	0.00	3,950.00	15,265.00	23.7%
001201 541000	20,000.00	BRICK, STONE, MORTAR, ETC. 20,000.00	0.00	0.00	5,290.00	14,710.00	26.5%
001201 541500	7,000.00	SAND, CLAY, GRVL, FILL DIRT 7,000.00	0.00	0.00	1,440.00	5,560.00	20.6%
001201 542000	8,000.00	DRAINAGE PIPE & CULVERTS 8,000.00	0.00	0.00	1,295.00	6,705.00	16.2%
001201 559000	20,000.00	OTHER OPERATING MATL/SPLY 20,000.00	5,902.96	5,318.23	775.00	13,322.04	33.4%
001201 570000	80,000.00	MTR VEHICLE REP. PTS/SPL 80,000.00	3,908.19	513.00	44.26	76,047.55	4.9%
001201 575000	1,000.00	COMMUNICATION REPAIR PTS 1,000.00	411.48	0.00	0.00	588.52	41.1%
001201 575500	15,000.00	AGRICLTRL REPAIR PTS/SPL 15,000.00	0.00	0.00	4,571.36	10,428.64	30.5%
TOTAL SUPPLIES & EXPENSES	275,000.00	275,000.00	21,519.46	12,615.77	24,242.51	229,238.03	16.6%
60 PROFESSIONAL SERVICE							
001201 604900	361,000.00	OTHER PROFESSIONAL SERV. 361,000.00	70,295.00	30,300.00	600.00	290,105.00	19.6%
001201 612000	3,000.00	FREIGHT 3,000.00	425.00	0.00	0.00	2,575.00	14.2%
001201 636099	1,150,000.00	LONG RANGE PAVING PLAN 1,150,000.00	250,693.60	179,224.50	703,978.35	195,328.05	83.0%
001201 638400	30,000.00	MOTOR VEHICLE EQ. R&M 30,000.00	10,197.08	9,407.16	0.00	19,802.92	34.0%
001201 638700	20,000.00	AGRICULTURAL EQ. R&M 20,000.00	6,841.61	1,923.06	4,905.61	8,252.78	58.7%
001201 639900	8,000.00	OTHER REPAIRS AND MAINT. 8,000.00	880.00	0.00	0.00	7,120.00	11.0%
001201 643000	15,000.00	UNIFORM RENT 15,000.00	3,284.72	1,432.77	0.00	11,715.28	21.9%
001201 699900	6,000.00	SERVICES NOT SPECIFIED 6,000.00	1,415.00	0.00	0.00	4,585.00	23.6%
TOTAL PROFESSIONAL SERVICE	1,593,000.00	1,593,000.00	344,032.01	222,287.49	709,483.96	539,484.03	66.1%
70 CAPITAL OUTLAY							
001201 739900		OTHER EQUIPMENT					

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ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0.00	0.00	0.00	0.00	39,228.00	-39,228.00	100.0%
TOTAL CAPITAL OUTLAY 0.00	0.00	0.00	0.00	39,228.00	-39,228.00	100.0%
TOTAL STREET DIV. 2,898,600.00	2,898,600.00	518,873.85	323,957.16	772,954.47	1,606,771.68	44.6%

001202 STREET LIGHTS

60 PROFESSIONAL SERVICE

001202 630500	ELECTRICITY					
1,400,000.00	1,400,000.00	234,066.59	109,509.95	0.00	1,165,933.41	16.7%
TOTAL PROFESSIONAL SERVICE						
1,400,000.00	1,400,000.00	234,066.59	109,509.95	0.00	1,165,933.41	16.7%
TOTAL STREET LIGHTS						
1,400,000.00	1,400,000.00	234,066.59	109,509.95	0.00	1,165,933.41	16.7%

001203 ENGR/PUBLIC SER

40 PERSONAL SERVICES

001203 400000	REGULAR WAGES					
445,000.00	445,000.00	78,366.73	47,020.04	0.00	366,633.27	17.6%
001203 430000	OVERTIME					
1,000.00	1,000.00	97.35	75.72	0.00	902.65	9.7%
001203 460000	STATE RETIREMENT					
80,400.00	80,400.00	14,045.11	8,430.16	0.00	66,354.89	17.5%
001203 470000	F.I.C.A. TAXES					
34,200.00	34,200.00	5,715.59	3,459.37	0.00	28,484.41	16.7%
001203 480000	HOSPITALIZATION INS.					
58,800.00	58,800.00	7,216.80	3,608.40	0.00	51,583.20	12.3%
TOTAL PERSONAL SERVICES						
619,400.00	619,400.00	105,441.58	62,593.69	0.00	513,958.42	17.0%

50 SUPPLIES & EXPENSES

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001203 500300		PAPER					
	1,000.00	1,000.00	166.89	166.89	0.00	833.11	16.7%
001203 501000		OTHER EXPENDABLE OFF.SPL					
	2,700.00	2,700.00	721.34	721.34	287.09	1,691.57	37.3%
001203 502000		MINOR OFFICE EQUIP/FURN.					
	3,000.00	3,000.00	2,095.13	2,095.13	0.00	904.87	69.8%
001203 508000		COMPUTER SUPPLIES					
	5,000.00	5,000.00	0.00	0.00	65.98	4,934.02	1.3%
001203 525000		GAS AND OIL					
	2,200.00	2,200.00	98.60	62.62	0.00	2,101.40	4.5%
001203 570000		MTR VEHICLE REP. PTS/SPL					
	1,000.00	1,000.00	330.40	165.20	0.00	669.60	33.0%
TOTAL SUPPLIES & EXPENSES							
	14,900.00	14,900.00	3,412.36	3,211.18	353.07	11,134.57	25.3%

60 PROFESSIONAL SERVICE

001203 601500		ENGINEERING					
	177,412.00	177,412.00	38,046.19	33,015.50	1,480.00	137,885.81	22.3%
001203 604900		OTHER PROFESSIONAL SERV.					
	86,500.00	86,500.00	22,500.00	22,500.00	0.00	64,000.00	26.0%
001203 606000		TELEPHONE AND TELEGRAPH					
	3,300.00	3,300.00	599.06	338.97	0.00	2,700.94	18.2%
001203 611000		TRAVEL EXPENSE					
	3,000.00	3,000.00	260.02	0.00	0.00	2,739.98	8.7%
001203 613000		MESSENGER/EXPRESS SERV.					
	400.00	400.00	180.03	55.44	0.00	219.97	45.0%
001203 630000		GAS					
	1,500.00	1,500.00	51.94	28.35	0.00	1,448.06	3.5%
001203 630500		ELECTRICITY					
	6,000.00	6,000.00	1,754.90	830.38	0.00	4,245.10	29.2%
001203 639400		DISINFECT./EXTERMINATION					
	750.00	750.00	55.00	0.00	0.00	695.00	7.3%
001203 641000		OFFICE EQUIPMENT RENT					
	4,000.00	4,000.00	805.92	298.44	0.00	3,194.08	20.1%
001203 684500		REGISTRATION FEE/TUITION					
	2,450.00	2,450.00	260.00	225.00	0.00	2,190.00	10.6%
001203 687000		CUSTODIAL SERVICE					
	5,940.00	5,940.00	540.90	0.00	973.26	4,425.84	25.5%
001203 699900		SERVICES NOT SPECIFIED					
	50,000.00	50,000.00	3,248.00	2,500.00	0.00	46,752.00	6.5%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PROFESSIONAL SERVICE							
341,252.00	341,252.00	68,301.96	59,792.08	2,453.26	270,496.78	20.7%	
TOTAL ENGR/PUBLIC SER							
975,552.00	975,552.00	177,155.90	125,596.95	2,806.33	795,589.77	18.4%	
001204 SHOP DIVISION							
40 PERSONAL SERVICES							
001204 400000	REGULAR WAGES						
321,600.00	321,600.00	39,546.49	18,014.92	0.00	282,053.51	12.3%	
001204 430000	OVERTIME						
12,000.00	12,000.00	1,574.23	416.50	0.00	10,425.77	13.1%	
001204 460000	STATE RETIREMENT						
60,200.00	60,200.00	7,385.39	3,314.09	0.00	52,814.61	12.3%	
001204 470000	F.I.C.A. TAXES						
25,600.00	25,600.00	3,108.13	1,392.25	0.00	22,491.87	12.1%	
001204 480000	HOSPITALIZATION INS.						
67,200.00	67,200.00	3,614.80	1,804.20	0.00	63,585.20	5.4%	
TOTAL PERSONAL SERVICES							
486,600.00	486,600.00	55,229.04	24,941.96	0.00	431,370.96	11.3%	
50 SUPPLIES & EXPENSES							
001204 513000	CHEMICALS						
5,000.00	5,000.00	601.89	0.00	0.00	4,398.11	12.0%	
001204 525500	LUBRICANTS						
3,500.00	3,500.00	2,863.88	2,863.88	0.00	636.12	81.8%	
001204 545000	HAND TOOLS						
750.00	750.00	166.99	166.99	0.00	583.01	22.3%	
001204 559000	OTHER OPERATING MATL/SPLY						
4,300.00	4,300.00	706.03	596.03	0.00	3,593.97	16.4%	
001204 560500	ELECTRICAL SUPPLIES						
800.00	800.00	73.06	73.06	187.00	539.94	32.5%	
001204 570000	MTR VEHICLE REP. PTS/SPL						
3,500.00	3,500.00	701.03	375.70	201.38	2,597.59	25.8%	

EXPENDITURE REPORT

FOR 2025 02

ORIGINAL APPROP		REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL SUPPLIES & EXPENSES							
	17,850.00	17,850.00	5,112.88	4,075.66	388.38	12,348.74	30.8%
60 PROFESSIONAL SERVICE							
001204 612000	FREIGHT						
	100.00	100.00	0.00	0.00	18.00	82.00	18.0%
001204 630500	ELECTRICITY						
	26,000.00	26,000.00	4,175.95	423.75	0.00	21,824.05	16.1%
001204 642500	CYLINDER RENT						
	5,000.00	5,000.00	1,804.17	601.39	0.00	3,195.83	36.1%
001204 643000	UNIFORM RENT						
	5,000.00	5,000.00	601.95	357.06	0.00	4,398.05	12.0%
TOTAL PROFESSIONAL SERVICE							
	36,100.00	36,100.00	6,582.07	1,382.20	18.00	29,499.93	18.3%
TOTAL SHOP DIVISION							
	540,550.00	540,550.00	66,923.99	30,399.82	406.38	473,219.63	12.5%
001205 G O & F S DIV.							
50 SUPPLIES & EXPENSES							
001205 525000	GAS AND OIL						
	0.00	0.00	92.65	92.65	0.00	-92.65	100.0%
TOTAL SUPPLIES & EXPENSES							
	0.00	0.00	92.65	92.65	0.00	-92.65	100.0%
60 PROFESSIONAL SERVICE							
001205 604900	OTHER PROFESSIONAL SERV.						
	8,500.00	8,500.00	1,100.00	400.00	0.00	7,400.00	12.9%
001205 630500	ELECTRICITY						
	1,000.00	1,000.00	151.46	75.73	0.00	848.54	15.1%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001205 639400	DISINFECT./EXTERMINATION						
	1,500.00	1,500.00	250.00	0.00	0.00	1,250.00	16.7%
TOTAL PROFESSIONAL SERVICE	11,000.00	11,000.00	1,501.46	475.73	0.00	9,498.54	13.6%
TOTAL G O & F S DIV.	11,000.00	11,000.00	1,594.11	568.38	0.00	9,405.89	14.5%
001206 DRAINAGE DIV.							
50 SUPPLIES & EXPENSES							
001206 525000	GAS AND OIL						
	8,000.00	8,000.00	725.07	725.07	0.00	7,274.93	9.1%
TOTAL SUPPLIES & EXPENSES	8,000.00	8,000.00	725.07	725.07	0.00	7,274.93	9.1%
60 PROFESSIONAL SERVICE							
001206 606000	TELEPHONE AND TELEGRAPH						
	8,000.00	8,000.00	504.97	504.97	0.00	7,495.03	6.3%
001206 636000	STREETS & STRUCTURES R&M						
	60,000.00	60,000.00	6,300.00	6,300.00	0.00	53,700.00	10.5%
TOTAL PROFESSIONAL SERVICE	68,000.00	68,000.00	6,804.97	6,804.97	0.00	61,195.03	10.0%
70 CAPITAL OUTLAY							
001206 721501	FACILITIES IMPROVEMENT						
	150,000.00	150,000.00	5,250.00	5,250.00	0.00	144,750.00	3.5%
001206 721504	GORDONS CRK SHEET PILING-DRAIN						
	0.00	568,860.00	88,807.91	88,197.91	0.00	480,052.09	15.6%
001206 729500	OTHER IMPROVEMENTS						
	378,000.00	369,140.00	239,653.76	210,430.31	0.00	129,486.24	64.9%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAPITAL OUTLAY							
528,000.00	1,088,000.00	333,711.67	303,878.22	0.00	754,288.33	30.7%	
TOTAL DRAINAGE DIV.							
604,000.00	1,164,000.00	341,241.71	311,408.26	0.00	822,758.29	29.3%	
001207 CONSTRUCTION							
40 PERSONAL SERVICES							
001207 400000	REGULAR WAGES						
423,000.00	423,000.00	75,049.77	44,700.23	0.00	347,950.23	17.7%	
001207 430000	OVERTIME						
10,000.00	10,000.00	3,704.44	1,676.91	0.00	6,295.56	37.0%	
001207 460000	STATE RETIREMENT						
78,100.00	78,100.00	14,096.98	8,301.49	0.00	64,003.02	18.0%	
001207 470000	F.I.C.A. TAXES						
33,200.00	33,200.00	5,936.86	3,503.07	0.00	27,263.14	17.9%	
001207 480000	HOSPITALIZATION INS.						
92,400.00	92,400.00	11,426.60	6,014.00	0.00	80,973.40	12.4%	
TOTAL PERSONAL SERVICES							
636,700.00	636,700.00	110,214.65	64,195.70	0.00	526,485.35	17.3%	
50 SUPPLIES & EXPENSES							
001207 525000	GAS AND OIL						
20,000.00	20,000.00	1,419.71	1,419.71	0.00	18,580.29	7.1%	
001207 525700	DIESEL FUEL						
1,300.00	1,300.00	52.88	52.88	0.00	1,247.12	4.1%	
001207 535500	WEARING APPAREL						
1,000.00	1,000.00	0.00	0.00	257.62	742.38	25.8%	
001207 545000	HAND TOOLS						
1,500.00	1,500.00	0.00	0.00	37.96	1,462.04	2.5%	
001207 559000	OTHER OPERATING MATL/SPLY						
7,000.00	7,000.00	1,654.11	1,470.36	459.69	4,886.20	30.2%	
001207 560000	BUILDING MATERIALS & SPLY						
5,000.00	5,000.00	3,823.67	0.00	0.00	1,176.33	76.5%	

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001207 560500		ELECTRICAL SUPPLIES					
	35,000.00	35,000.00	15,294.48	9,028.68	1,558.26	18,147.26	48.2%
001207 561000		PLUMBING SUPPLIES					
	2,000.00	2,000.00	33.65	33.65	0.00	1,966.35	1.7%
001207 565000		PAINT AND PAINTING SPLY.					
	4,000.00	4,000.00	1,924.91	417.82	0.00	2,075.09	48.1%
001207 570000		MTR VEHICLE REP. PTS/SPL					
	8,000.00	8,000.00	618.86	150.00	0.00	7,381.14	7.7%
TOTAL SUPPLIES & EXPENSES							
	84,800.00	84,800.00	24,822.27	12,573.10	2,313.53	57,664.20	32.0%
60 PROFESSIONAL SERVICE							
001207 604900		OTHER PROFESSIONAL SERV.					
	1,000.00	1,000.00	248.98	0.00	0.00	751.02	24.9%
001207 606000		TELEPHONE AND TELEGRAPH					
	1,600.00	1,600.00	120.47	60.78	0.00	1,479.53	7.5%
001207 612000		FREIGHT					
	500.00	500.00	229.83	229.83	0.00	270.17	46.0%
001207 638300		GENERATOR R&M					
	70,000.00	70,000.00	21,580.00	0.00	0.00	48,420.00	30.8%
001207 638400		MOTOR VEHICLE EQ. R&M					
	10,000.00	10,000.00	0.00	0.00	905.17	9,094.83	9.1%
001207 639100		DOWNTOWN LIGHTS R&M					
	50,000.00	47,000.00	2,591.48	0.00	34,324.20	10,084.32	78.5%
001207 642000		MACHINERY RENT					
	0.00	3,000.00	0.00	0.00	2,745.20	254.80	91.5%
001207 642500		CYLINDER RENT					
	3,500.00	3,500.00	565.14	284.07	0.00	2,934.86	16.1%
001207 643000		UNIFORM RENT					
	5,500.00	5,500.00	632.25	225.75	0.00	4,867.75	11.5%
TOTAL PROFESSIONAL SERVICE							
	142,100.00	142,100.00	25,968.15	800.43	37,974.57	78,157.28	45.0%
TOTAL CONSTRUCTION							
	863,600.00	863,600.00	161,005.07	77,569.23	40,288.10	662,306.83	23.3%

001220 SANITATION DIV.**40 PERSONAL SERVICES**

001220 400000 REGULAR WAGES

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001220 430000	1,280,500.00	1,280,500.00	182,901.80	110,454.47	0.00	1,097,598.20	14.3%
		OVERTIME					
001220 460000	42,000.00	42,000.00	3,689.03	871.59	0.00	38,310.97	8.8%
		STATE RETIREMENT					
001220 470000	238,500.00	238,500.00	33,399.71	19,927.34	0.00	205,100.29	14.0%
		F.I.C.A. TAXES					
001220 480000	101,200.00	101,200.00	13,994.26	8,355.69	0.00	87,205.74	13.8%
		HOSPITALIZATION INS.					
	285,600.00	285,600.00	29,167.90	15,335.70	0.00	256,432.10	10.2%
TOTAL PERSONAL SERVICES	1,947,800.00	1,947,800.00	263,152.70	154,944.79	0.00	1,684,647.30	13.5%
50 SUPPLIES & EXPENSES							
001220 525000		GAS AND OIL					
	12,000.00	12,000.00	1,699.08	1,699.08	0.00	10,300.92	14.2%
001220 525700		DIESEL FUEL					
	200,000.00	200,000.00	15,281.80	15,281.80	0.00	184,718.20	7.6%
001220 559000		OTHER OPERATING MATL/SPLY					
	50,000.00	50,000.00	2,739.17	2,185.64	0.00	47,260.83	5.5%
001220 559100		OTHER OPER.MATLS-FULL R					
	8,500.00	8,500.00	765.12	765.12	1.38	7,733.50	9.0%
001220 570000		MTR VEHICLE REP. PTS/SPL					
	120,000.00	120,000.00	26,204.79	10,138.87	9,788.47	84,006.74	30.0%
TOTAL SUPPLIES & EXPENSES	390,500.00	390,500.00	46,689.96	30,070.51	9,789.85	334,020.19	14.5%
60 PROFESSIONAL SERVICE							
001220 604900		OTHER PROFESSIONAL SERV.					
	8,500.00	8,500.00	684.98	557.60	160.00	7,655.02	9.9%
001220 612000		FREIGHT					
	3,000.00	3,000.00	508.05	375.22	235.00	2,256.95	24.8%
001220 630500		ELECTRICITY					
	7,000.00	7,000.00	1,285.20	8.62	0.00	5,714.80	18.4%
001220 638400		MOTOR VEHICLE EQ. R&M					
	150,000.00	150,000.00	21,904.60	5,514.78	44,793.79	83,301.61	44.5%
001220 639900		OTHER REPAIRS AND MAINT.					
	2,500.00	2,500.00	0.00	0.00	327.55	2,172.45	13.1%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001220 643000		UNIFORM RENT					
	15,000.00	15,000.00	2,785.30	844.84	0.00	12,214.70	18.6%
001220 643500		MOP-MAT-RAG RENT					
	1,500.00	1,500.00	690.91	216.51	0.00	809.09	46.1%
001220 688000		TIPPING FEES					
	1,000,000.00	1,000,000.00	213,479.99	136,562.97	34,091.35	752,428.66	24.8%
001220 688500		TIPPING/DISPOSAL OTHER					
	60,000.00	60,000.00	40,076.27	0.00	9,732.67	10,191.06	83.0%
001220 689000		RECYCLING FEES					
	180,000.00	180,000.00	0.00	0.00	30,000.00	150,000.00	16.7%
TOTAL PROFESSIONAL SERVICE							
	1,427,500.00	1,427,500.00	281,415.30	144,080.54	119,340.36	1,026,744.34	28.1%
70 CAPITAL OUTLAY							
001220 739900		OTHER EQUIPMENT					
	0.00	40,000.00	0.00	0.00	39,998.00	2.00	100.0%
001220 746000		SANITATION TRUCKS					
	0.00	990,000.00	330,000.00	330,000.00	705,000.00	-45,000.00	104.5%
TOTAL CAPITAL OUTLAY							
	0.00	1,030,000.00	330,000.00	330,000.00	744,998.00	-44,998.00	104.4%
TOTAL SANITATION DIV.							
	3,765,800.00	4,795,800.00	921,257.96	659,095.84	874,128.21	3,000,413.83	37.4%
001250 HEALTH DIVISION							
40 PERSONAL SERVICES							
001250 400000		REGULAR WAGES					
	971,200.00	971,200.00	119,614.00	70,399.84	0.00	851,586.00	12.3%
001250 430000		OVERTIME					
	28,000.00	28,000.00	7,328.59	3,591.37	0.00	20,671.41	26.2%
001250 460000		STATE RETIREMENT					
	180,200.00	180,200.00	22,722.72	13,244.44	0.00	157,477.28	12.6%
001250 470000		F.I.C.A. TAXES					
	76,500.00	76,500.00	9,594.72	5,601.59	0.00	66,905.28	12.5%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001250 480000	252,000.00	HOSPITALIZATION INS. 252,000.00	21,957.50	11,132.30	0.00	230,042.50	8.7%
TOTAL PERSONAL SERVICES	1,507,900.00	1,507,900.00	181,217.53	103,969.54	0.00	1,326,682.47	12.0%
50 SUPPLIES & EXPENSES							
001250 513000	40,000.00	CHEMICALS 40,000.00	9,337.00	3,000.00	0.00	30,663.00	23.3%
001250 525000	25,000.00	GAS AND OIL 25,000.00	2,340.51	2,340.51	0.00	22,659.49	9.4%
001250 525700	6,000.00	DIESEL FUEL 6,000.00	663.55	663.55	0.00	5,336.45	11.1%
001250 559000	1,000.00	OTHER OPERATING MATL/SPLY 1,000.00	29.90	29.90	0.00	970.10	3.0%
001250 570000	7,000.00	MTR VEHICLE REP. PTS/SPL 7,000.00	171.83	171.83	281.60	6,546.57	6.5%
001250 575500	38,000.00	AGRICLTRL REPAIR PTS/SPL 38,000.00	5,865.53	128.00	1,161.30	30,973.17	18.5%
TOTAL SUPPLIES & EXPENSES	117,000.00	117,000.00	18,408.32	6,333.79	1,442.90	97,148.78	17.0%
60 PROFESSIONAL SERVICE							
001250 638700	1,000.00	AGRICULTURAL EQ. R&M 1,000.00	0.00	0.00	52.56	947.44	5.3%
TOTAL PROFESSIONAL SERVICE	1,000.00	1,000.00	0.00	0.00	52.56	947.44	5.3%
TOTAL HEALTH DIVISION	1,625,900.00	1,625,900.00	199,625.85	110,303.33	1,495.46	1,424,778.69	12.4%
001260 ANIMAL CONTROL							
40 PERSONAL SERVICES							
001260 400000	117,100.00	REGULAR WAGES 117,100.00	19,292.03	11,528.87	0.00	97,807.97	16.5%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001260 430000		OVERTIME					
	2,500.00	2,500.00	2,745.06	1,685.02	0.00	-245.06	109.8%
001260 460000		STATE RETIREMENT					
	18,750.00	18,750.00	3,944.61	2,365.27	0.00	14,805.39	21.0%
001260 470000		F.I.C.A. TAXES					
	9,000.00	9,000.00	1,612.96	974.42	0.00	7,387.04	17.9%
001260 480000		HOSPITALIZATION INS.					
	25,200.00	25,200.00	3,608.40	1,804.20	0.00	21,591.60	14.3%
TOTAL PERSONAL SERVICES	172,550.00	172,550.00	31,203.06	18,357.78	0.00	141,346.94	18.1%

50 SUPPLIES & EXPENSES

001260 535500		WEARING APPAREL					
	1,500.00	1,500.00	0.00	0.00	1,328.78	171.22	88.6%
001260 570000		MTR VEHICLE REP. PTS/SPL					
	1,000.00	1,000.00	0.00	0.00	450.00	550.00	45.0%
TOTAL SUPPLIES & EXPENSES	2,500.00	2,500.00	0.00	0.00	1,778.78	721.22	71.2%

60 PROFESSIONAL SERVICE

001260 699900		SERVICES NOT SPECIFIED					
	317,000.00	317,000.00	45,054.52	20,833.33	0.00	271,945.48	14.2%
TOTAL PROFESSIONAL SERVICE	317,000.00	317,000.00	45,054.52	20,833.33	0.00	271,945.48	14.2%
TOTAL ANIMAL CONTROL	492,050.00	492,050.00	76,257.58	39,191.11	1,778.78	414,013.64	15.9%

001280 HUMAN/SOC.ASST

60 PROFESSIONAL SERVICE

001280 604900		OTHER PROFESSIONAL SERV.					
	0.00	0.00	2,950.00	0.00	0.00	-2,950.00	100.0%

EXPENDITURE REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
	TOTAL PROFESSIONAL SERVICE						
	0.00	0.00	2,950.00	0.00	0.00	-2,950.00	100.0%
	TOTAL HUMAN/SOC.ASST						
	0.00	0.00	2,950.00	0.00	0.00	-2,950.00	100.0%
001402 ECONOMIC DEV.							
001402 729524	TIMBERTON PARK-FEMA						
	750,000.00	1,821,131.00	283,228.87	265,249.58	0.00	1,537,902.13	15.6%
	TOTAL UNDEFINED CHAR						
	750,000.00	1,821,131.00	283,228.87	265,249.58	0.00	1,537,902.13	15.6%
60 PROFESSIONAL SERVICE							
001402 604900	OTHER PROFESSIONAL SERV.						
	200,000.00	3,493,767.00	330,671.50	272,898.88	48,439.00	3,114,656.50	10.9%
001402 682001	FCIPC/AREA DEV. PRTNRSHIP						
	325,000.00	325,000.00	81,250.00	0.00	0.00	243,750.00	25.0%
	TOTAL PROFESSIONAL SERVICE						
	525,000.00	3,818,767.00	411,921.50	272,898.88	48,439.00	3,358,406.50	12.1%
70 CAPITAL OUTLAY							
001402 729551	HWY11 VETERANS BLVD LIGHTING						
	0.00	400,620.02	366,907.51	222,856.49	0.00	33,712.51	91.6%
001402 790100	MISCELLANEOUS CAP PROJECTS						
	150,000.00	666,249.98	135,412.71	0.00	0.00	530,837.27	20.3%
	TOTAL CAPITAL OUTLAY						
	150,000.00	1,066,870.00	502,320.22	222,856.49	0.00	564,549.78	47.1%
	TOTAL ECONOMIC DEV.						
	1,425,000.00	6,706,768.00	1,197,470.59	761,004.95	48,439.00	5,460,858.41	18.6%

001460 CAPITAL LEASES**80 DEBT SERVICE**

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001460 822306							
	22,000.00	MDB-CHURCH PROJ 22,000.00	3,593.86	1,796.93	0.00	18,406.14	16.3%
001460 833306							
	3,000.00	MDB-CHURCH PROJ 3,000.00	511.20	236.59	0.00	2,488.80	17.0%
001460 840100							
	3,000.00	LEASE ISSUES 3,000.00	3,000.00	0.00	0.00	0.00	100.0%
001460 851600							
	240,000.00	PUBLIC SAFETY COMPLEX 240,000.00	240,000.00	0.00	0.00	0.00	100.0%
001460 861600							
	171,650.00	PUBLIC SAFETY COMPLEX 171,650.00	86,798.05	0.00	0.00	84,851.95	50.6%
TOTAL DEBT SERVICE							
	439,650.00	439,650.00	333,903.11	2,033.52	0.00	105,746.89	75.9%
TOTAL CAPITAL LEASES							
	439,650.00	439,650.00	333,903.11	2,033.52	0.00	105,746.89	75.9%
001551 AIRPORT DIV.							
50 SUPPLIES & EXPENSES							
001551 559000							
	2,000.00	OTHER OPERATING MATL/SPLY 2,000.00	0.00	0.00	83.88	1,916.12	4.2%
TOTAL SUPPLIES & EXPENSES							
	2,000.00	2,000.00	0.00	0.00	83.88	1,916.12	4.2%
60 PROFESSIONAL SERVICE							
001551 630000							
	2,000.00	GAS 2,000.00	80.61	40.28	0.00	1,919.39	4.0%
001551 630500							
	15,000.00	ELECTRICITY 15,000.00	3,773.64	76.88	0.00	11,226.36	25.2%
001551 635000							
	5,000.00	BUILDING R&M 6,385.57	1,534.07	0.00	4,851.50	0.00	100.0%
001551 639400							
	800.00	DISINFECT./EXTERMINATION 800.00	90.00	0.00	0.00	710.00	11.3%

EXPENDITURE REPORT

FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL PROFESSIONAL SERVICE							
22,800.00	24,185.57	5,478.32	117.16	4,851.50	13,855.75	42.7%	
TOTAL AIRPORT DIV.							
24,800.00	26,185.57	5,478.32	117.16	4,935.38	15,771.87	39.8%	
001553 CEMETERY DIV							
40 PERSONAL SERVICES							
001553 400000	REGULAR WAGES						
609,000.00	609,000.00	100,062.41	59,335.70	0.00	508,937.59	16.4%	
001553 430000	OVERTIME						
31,000.00	31,000.00	7,799.00	4,310.67	0.00	23,201.00	25.2%	
001553 460000	STATE RETIREMENT						
113,000.00	113,000.00	18,753.43	11,056.41	0.00	94,246.57	16.6%	
001553 470000	F.I.C.A. TAXES						
49,000.00	49,000.00	8,107.55	4,795.93	0.00	40,892.45	16.5%	
001553 480000	HOSPITALIZATION INS.						
134,400.00	134,400.00	16,238.00	8,419.60	0.00	118,162.00	12.1%	
TOTAL PERSONAL SERVICES							
936,400.00	936,400.00	150,960.39	87,918.31	0.00	785,439.61	16.1%	
50 SUPPLIES & EXPENSES							
001553 500300	PAPER						
200.00	200.00	0.00	0.00	53.99	146.01	27.0%	
001553 501000	OTHER EXPENDABLE OFF.SPL						
1,600.00	1,600.00	151.59	151.59	47.04	1,401.37	12.4%	
001553 502000	MINOR OFFICE EQUIP/FURN.						
900.00	900.00	68.73	0.00	0.00	831.27	7.6%	
001553 510000	CLEANING/JANITORIAL SPLY						
1,500.00	1,500.00	367.64	0.00	0.00	1,132.36	24.5%	
001553 525000	GAS AND OIL						
16,000.00	16,000.00	1,571.18	1,571.18	0.00	14,428.82	9.8%	
001553 525700	DIESEL FUEL						
14,000.00	14,000.00	1,039.19	1,039.19	0.00	12,960.81	7.4%	

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001553 535500		WEARING APPAREL					
	2,000.00	2,000.00	795.50	795.50	17.08	1,187.42	40.6%
001553 544000		HORT./LANDSCAPING SPL.					
	4,000.00	4,000.00	592.54	0.00	1,665.00	1,742.46	56.4%
001553 546000		MINOR EQUIPMENT					
	4,300.00	4,300.00	3,459.76	659.76	0.00	840.24	80.5%
001553 561000		PLUMBING SUPPLIES					
	500.00	500.00	32.95	0.00	0.00	467.05	6.6%
001553 570000		MTR VEHICLE REP. PTS/SPL					
	15,000.00	13,000.00	3,287.20	630.50	3,126.00	6,586.80	49.3%
001553 575500		AGRICLTR REPAIR PTS/SPL					
	10,000.00	12,000.00	9,445.06	2,999.94	764.09	1,790.85	85.1%
TOTAL SUPPLIES & EXPENSES							
	70,000.00	70,000.00	20,811.34	7,847.66	5,673.20	43,515.46	37.8%

60 PROFESSIONAL SERVICE

001553 604900		OTHER PROFESSIONAL SERV.					
	3,800.00	3,800.00	1,790.56	935.56	1,012.50	996.94	73.8%
001553 606000		TELEPHONE AND TELEGRAPH					
	1,800.00	1,800.00	212.48	153.79	0.00	1,587.52	11.8%
001553 630000		GAS					
	1,000.00	1,000.00	63.86	41.47	0.00	936.14	6.4%
001553 630500		ELECTRICITY					
	7,126.00	7,126.00	1,774.36	803.70	0.00	5,351.64	24.9%
001553 639400		DISINFECT./EXTERMINATION					
	1,000.00	1,000.00	100.00	0.00	0.00	900.00	10.0%
001553 639900		OTHER REPAIRS AND MAINT.					
	1,500.00	1,500.00	95.00	95.00	0.00	1,405.00	6.3%
001553 643000		UNIFORM RENT					
	6,100.00	6,100.00	1,675.48	729.67	0.00	4,424.52	27.5%
001553 643500		MOP-MAT-RAG RENT					
	2,000.00	2,000.00	300.33	133.48	0.00	1,699.67	15.0%
001553 683200		BANK SERV/TRF FEE					
	0.00	0.00	550.12	550.12	0.00	-550.12	100.0%
TOTAL PROFESSIONAL SERVICE							
	24,326.00	24,326.00	6,562.19	3,442.79	1,012.50	16,751.31	31.1%

70 CAPITAL OUTLAY

001553 700000		LAND					
	5,000.00	5,000.00	1,925.00	700.00	0.00	3,075.00	38.5%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001553 732800		SOFTWARE					
	0.00	0.00	0.00	0.00	18,200.00	-18,200.00	100.0%
001553 733500		AGRICULTURAL EQUIPMENT					
	20,000.00	20,000.00	7,187.92	1,877.99	0.00	12,812.08	35.9%
TOTAL CAPITAL OUTLAY							
	25,000.00	25,000.00	9,112.92	2,577.99	18,200.00	-2,312.92	109.3%
TOTAL CEMETERY DIV							
	1,055,726.00	1,055,726.00	187,446.84	101,786.75	24,885.70	843,393.46	20.1%
001560 PARKING OPER.							
40 PERSONAL SERVICES							
001560 400000		REGULAR WAGES					
	43,910.00	43,910.00	4,794.00	2,874.00	0.00	39,116.00	10.9%
001560 470000		F.I.C.A. TAXES					
	3,450.00	3,450.00	366.75	219.87	0.00	3,083.25	10.6%
TOTAL PERSONAL SERVICES							
	47,360.00	47,360.00	5,160.75	3,093.87	0.00	42,199.25	10.9%
60 PROFESSIONAL SERVICE							
001560 630500		ELECTRICITY					
	15,000.00	15,000.00	2,283.43	1,159.22	0.00	12,716.57	15.2%
001560 640200		PARKING GARAGE/LOT RENT					
	25,000.00	25,000.00	4,979.64	2,489.82	0.00	20,020.36	19.9%
TOTAL PROFESSIONAL SERVICE							
	40,000.00	40,000.00	7,263.07	3,649.04	0.00	32,736.93	18.2%
TOTAL PARKING OPER.							
	87,360.00	87,360.00	12,423.82	6,742.91	0.00	74,936.18	14.2%
TOTAL General Fund							
	54,194,103.00	62,425,104.47	11,686,928.14	6,989,914.95	2,463,651.69	48,274,524.64	22.7%
TOTAL EXPENSES							
	54,194,103.00	62,425,104.47	11,686,928.14	6,989,914.95	2,463,651.69	48,274,524.64	

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FOR 2025 02

002 PARKS & RECREATION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
002 PARKS & RECREATION FUND								
002300 PKS/REC-RECREATION MAINT. DIV.								
40 PERSONAL SERVICES								
002300 400000	REGULAR WAGES							
	1,319,000.00	1,319,000.00	214,894.46	128,744.94	0.00	1,104,105.54	16.3%	
002300 430000	OVERTIME							
	40,000.00	40,000.00	13,692.98	7,916.47	0.00	26,307.02	34.2%	
002300 460000	STATE RETIREMENT							
	237,000.00	237,000.00	40,042.20	23,922.54	0.00	196,957.80	16.9%	
002300 470000	F.I.C.A. TAXES							
	100,500.00	100,500.00	17,259.02	10,340.63	0.00	83,240.98	17.2%	
002300 480000	HOSPITALIZATION INS.							
	302,400.00	302,400.00	37,312.40	18,656.20	0.00	265,087.60	12.3%	
TOTAL PERSONAL SERVICES								
	1,998,900.00	1,998,900.00	323,201.06	189,580.78	0.00	1,675,698.94	16.2%	
50 SUPPLIES & EXPENSES								
002300 501000	OTHER EXPENDABLE OFF.SPL							
	3,300.00	3,300.00	0.00	0.00	57.46	3,242.54	1.7%	
002300 502000	MINOR OFFICE EQUIP/FURN.							
	2,000.00	2,000.00	12.97	12.97	136.68	1,850.35	7.5%	
002300 510000	CLEANING/JANITORIAL SPLY							
	21,000.00	21,000.00	5,117.52	2,012.42	353.95	15,528.53	26.1%	
002300 513000	CHEMICALS							
	21,000.00	21,000.00	1,516.00	0.00	0.00	19,484.00	7.2%	
002300 525000	GAS AND OIL							
	56,000.00	56,000.00	8,048.18	8,048.18	0.00	47,951.82	14.4%	
002300 525500	LUBRICANTS							
	6,000.00	6,000.00	0.00	0.00	1,370.04	4,629.96	22.8%	
002300 525700	DIESEL FUEL							
	1,000.00	1,000.00	115.15	115.15	0.00	884.85	11.5%	
002300 535500	WEARING APPAREL							
	3,000.00	3,000.00	0.00	0.00	365.00	2,635.00	12.2%	

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FOR 2025 02

002 PARKS & RECREATION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
002300	541500	10,000.00	SAND,CLAY,GRVL,FILL DIRT 10,000.00	335.00	0.00	1,350.00	8,315.00	16.9%
002300	544000	42,000.00	HORT./LANDSCAPING SPLY. 42,000.00	38,217.44	4,411.44	3,484.00	298.56	99.3%
002300	546000	5,300.00	MINOR EQUIPMENT 5,300.00	836.34	229.31	219.42	4,244.24	19.9%
002300	551000	35,000.00	RECREATIONAL SUPPLIES 35,000.00	4,703.52	1,779.37	5,346.59	24,949.89	28.7%
002300	559000	6,000.00	OTHER OPERATING MATL/SPLY 6,000.00	63.57	63.57	389.00	5,547.43	7.5%
002300	560000	19,500.00	BUILDING MATERIALS & SPLY 19,500.00	4,276.36	1,809.67	54.74	15,168.90	22.2%
002300	560500	17,000.00	ELECTRICAL SUPPLIES 17,000.00	10,214.58	10,164.65	400.00	6,385.42	62.4%
002300	561000	7,000.00	PLUMBING SUPPLIES 7,000.00	1,207.08	-269.55	0.00	5,792.92	17.2%
002300	565000	24,000.00	PAINT AND PAINTING SPLY. 24,000.00	5,272.24	0.00	1,124.69	17,603.07	26.7%
002300	570000	30,000.00	MTR VEHICLE REP. PTS/SPL 30,000.00	4,772.95	2,697.13	2,685.40	22,541.65	24.9%
002300	575500	30,000.00	AGRICLTRL REPAIR PTS/SPL 30,000.00	8,708.90	2,918.47	2,830.78	18,460.32	38.5%
TOTAL SUPPLIES & EXPENSES		339,100.00	339,100.00	93,417.80	33,992.78	20,167.75	225,514.45	33.5%

60 PROFESSIONAL SERVICE

002300	604900	26,947.00	OTHER PROFESSIONAL SERV. 26,947.00	6,071.00	3,491.00	5,072.57	15,803.43	41.4%
002300	606000	2,000.00	TELEPHONE AND TELEGRAPH 2,000.00	227.95	114.57	0.00	1,772.05	11.4%
002300	611000	450.00	TRAVEL EXPENSE 450.00	204.00	204.00	136.00	110.00	75.6%
002300	612000	7,800.00	FREIGHT 7,800.00	993.59	35.00	478.14	6,328.27	18.9%
002300	630500	13,800.00	ELECTRICITY 13,800.00	1,972.28	905.43	0.00	11,827.72	14.3%
002300	635000	5,000.00	BUILDING R&M 5,000.00	713.48	0.00	0.00	4,286.52	14.3%
002300	635500	35,000.00	ELECTRICAL R&M 35,000.00	9,027.58	0.00	650.00	25,322.42	27.7%

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FOR 2025 02

002 PARKS & RECREATION FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
002300	635700	12,000.00	PLUMBING EQUIPMENT R&M 12,000.00	593.84	0.00	0.00	11,406.16	4.9%
002300	636000	120,000.00	STREETS & STRUCTURES R&M 120,000.00	26,592.50	26,592.50	0.00	93,407.50	22.2%
002300	638000	21,000.00	FIXED EQUIPMENT R&M 21,000.00	3,134.14	2,371.00	0.00	17,865.86	14.9%
002300	638400	16,000.00	MOTOR VEHICLE EQ. R&M 16,000.00	3,832.42	1,205.92	3,019.27	9,148.31	42.8%
002300	638700	18,500.00	AGRICULTURAL EQ. R&M 18,500.00	559.24	0.00	6,067.23	11,873.53	35.8%
002300	639600	9,500.00	SIGN PAINTING 9,500.00	1,624.50	1,624.50	64.00	7,811.50	17.8%
002300	639800	1,250.00	TOW IN CHARGES 1,250.00	475.00	125.00	0.00	775.00	38.0%
002300	639900	1,500.00	OTHER REPAIRS AND MAINT. 1,500.00	1,105.00	0.00	0.00	395.00	73.7%
002300	642000	850.00	MACHINERY RENT 850.00	82.50	82.50	0.00	767.50	9.7%
002300	643000	8,000.00	UNIFORM RENT 8,000.00	2,257.27	1,178.54	0.00	5,742.73	28.2%
002300	644900	39,850.00	OTHER RENT 39,850.00	18,584.59	4,595.41	125.00	21,140.41	47.0%
002300	684500	1,800.00	REGISTRATION FEE/TUITION 1,800.00	550.00	0.00	0.00	1,250.00	30.6%
002300	687000	4,560.00	CUSTODIAL SERVICE 4,560.00	849.08	383.08	4,596.92	-886.00	119.4%
002300	699900	207,240.00	SERVICES NOT SPECIFIED 207,240.00	9,247.50	4,780.00	2,410.00	195,582.50	5.6%
TOTAL PROFESSIONAL SERVICE		553,047.00	553,047.00	88,697.46	47,688.45	22,619.13	441,730.41	20.1%
70 CAPITAL OUTLAY								
002300	729599	0.00	MISC.OTHER IMPROVEMENTS 75,000.00	0.00	0.00	74,999.75	0.25	100.0%
002300	739900	0.00	OTHER EQUIPMENT 236,200.00	0.00	0.00	129,954.75	106,245.25	55.0%
002300	740000	0.00	AUTOMOBILES 44,000.00	0.00	0.00	38,790.00	5,210.00	88.2%
TOTAL CAPITAL OUTLAY		0.00	355,200.00	0.00	0.00	243,744.50	111,455.50	68.6%
TOTAL PKS/REC-RECREATION MAINT. D		2,891,047.00	3,246,247.00	505,316.32	271,262.01	286,531.38	2,454,399.30	24.4%

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
002315 PKS/REC-REC.ADMIN/COM.REL.							
40 PERSONAL SERVICES							
002315 400000	REGULAR WAGES						
	388,750.00	388,750.00	55,342.15	32,943.54	0.00	333,407.85	14.2%
002315 430000	OVERTIME						
	6,000.00	6,000.00	2,165.83	1,312.70	0.00	3,834.17	36.1%
002315 460000	STATE RETIREMENT						
	49,000.00	49,000.00	10,293.94	6,131.88	0.00	38,706.06	21.0%
002315 470000	F.I.C.A. TAXES						
	30,200.00	30,200.00	4,358.74	2,600.28	0.00	25,841.26	14.4%
002315 480000	HOSPITALIZATION INS.						
	50,400.00	50,400.00	7,229.60	3,614.80	0.00	43,170.40	14.3%
TOTAL PERSONAL SERVICES							
	524,350.00	524,350.00	79,390.26	46,603.20	0.00	444,959.74	15.1%
50 SUPPLIES & EXPENSES							
002315 500300	PAPER						
	500.00	500.00	275.94	275.94	0.00	224.06	55.2%
002315 501000	OTHER EXPENDABLE OFF.SPL						
	1,300.00	1,300.00	756.68	756.68	0.00	543.32	58.2%
002315 508000	COMPUTER SUPPLIES						
	1,500.00	1,500.00	187.12	187.12	0.00	1,312.88	12.5%
002315 511500	FOOD						
	500.00	500.00	0.00	0.00	200.00	300.00	40.0%
002315 513000	CHEMICALS						
	14,000.00	14,000.00	178.17	178.17	0.00	13,821.83	1.3%
002315 535500	WEARING APPAREL						
	1,000.00	1,000.00	986.00	0.00	0.00	14.00	98.6%
002315 551000	RECREATIONAL SUPPLIES						
	49,000.00	49,000.00	10,680.00	3,453.30	8,634.77	29,685.23	39.4%
002315 551001	RECREATIONAL SUPP-ARTS CENTER						
	5,000.00	5,000.00	493.00	493.00	800.00	3,707.00	25.9%
TOTAL SUPPLIES & EXPENSES							
	72,800.00	72,800.00	13,556.91	5,344.21	9,634.77	49,608.32	31.9%
60 PROFESSIONAL SERVICE							

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FOR 2025 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
002315 603400		OFFICIALS					
	44,000.00	44,000.00	2,245.00	680.00	0.00	41,755.00	5.1%
002315 604900		OTHER PROFESSIONAL SERV.					
	178,000.00	178,000.00	54,247.50	16,435.00	2,100.00	121,652.50	31.7%
002315 606000		TELEPHONE AND TELEGRAPH					
	2,000.00	2,000.00	461.74	348.36	0.00	1,538.26	23.1%
002315 611000		TRAVEL EXPENSE					
	4,600.00	4,600.00	0.00	0.00	325.00	4,275.00	7.1%
002315 630000		GAS					
	4,000.00	4,000.00	90.75	44.77	0.00	3,909.25	2.3%
002315 630500		ELECTRICITY					
	190,000.00	190,000.00	40,693.85	13,810.51	0.00	149,306.15	21.4%
002315 639400		DISINFECT./EXTERMINATION					
	2,000.00	2,000.00	296.11	0.00	0.00	1,703.89	14.8%
002315 683000		PROP.TAX COLL. FEES .05					
	7,000.00	7,000.00	712.34	365.41	0.00	6,287.66	10.2%
002315 684000		DUES AND MEMBERSHIPS					
	1,500.00	1,500.00	684.64	0.00	0.00	815.36	45.6%
002315 684500		REGISTRATION FEE/TUITION					
	2,000.00	2,000.00	925.00	525.00	0.00	1,075.00	46.3%
TOTAL PROFESSIONAL SERVICE							
	435,100.00	435,100.00	100,356.93	32,209.05	2,425.00	332,318.07	23.6%
TOTAL PKS/REC-REC.ADMIN/COM.REL.							
	1,032,250.00	1,032,250.00	193,304.10	84,156.46	12,059.77	826,886.13	19.9%
TOTAL PARKS & RECREATION FUND							
	3,923,297.00	4,278,497.00	698,620.42	355,418.47	298,591.15	3,281,285.43	23.3%
TOTAL EXPENSES							
	3,923,297.00	4,278,497.00	698,620.42	355,418.47	298,591.15	3,281,285.43	
004 LIBRARY FUND							
004369 LIBRARY FUND EXPENDITURES							
60 PROFESSIONAL SERVICE							
004369 683000		PROP.TAX COLL. FEES .05					
	0.00	0.00	682.55	344.01	0.00	-682.55	100.0%

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004 LIBRARY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
004369 683100	PROP.TAX COLL. FEES.005						
	0.00	0.00	4.64	2.73	0.00	-4.64	100.0%
TOTAL PROFESSIONAL SERVICE	0.00	0.00	687.19	346.74	0.00	-687.19	100.0%
TOTAL LIBRARY FUND EXPENDITURES	0.00	0.00	687.19	346.74	0.00	-687.19	100.0%
TOTAL LIBRARY FUND	0.00	0.00	687.19	346.74	0.00	-687.19	100.0%
TOTAL EXPENSES	0.00	0.00	687.19	346.74	0.00	-687.19	
005 HATT.MUNICIPAL FIRE PROTECTION							
005160 H.M.F.P.FUND-FIRE DIVISION							
70 CAPITAL OUTLAY							
005160 742000	PICK UP TRUCKS						
	0.00	46,845.00	48,093.00	48,093.00	0.00	-1,248.00	102.7%
005160 743500	FIRE TRUCKS						
	0.00	684,160.00	0.00	0.00	684,159.55	0.45	100.0%
TOTAL CAPITAL OUTLAY	0.00	731,005.00	48,093.00	48,093.00	684,159.55	-1,247.55	100.2%
TOTAL H.M.F.P.FUND-FIRE DIVISION	0.00	731,005.00	48,093.00	48,093.00	684,159.55	-1,247.55	100.2%
005460 H.M.F.P.FUND-CAPITAL LEASES							
80 DEBT SERVICE							
005460 852800	FIRE TRUCKS LEASE-'18						
	40,475.00	40,475.00	11,465.59	5,738.87	0.00	29,009.41	28.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
005460 862800							
	385.00	FIRE TRUCKS LEASE-'18 385.00	207.55	97.70	0.00	177.45	53.9%
TOTAL DEBT SERVICE	40,860.00	40,860.00	11,673.14	5,836.57	0.00	29,186.86	28.6%
TOTAL H.M.F.P.FUND-CAPITAL LEASES	40,860.00	40,860.00	11,673.14	5,836.57	0.00	29,186.86	28.6%
TOTAL HATT.MUNICIPAL FIRE PROTECT	40,860.00	771,865.00	59,766.14	53,929.57	684,159.55	27,939.31	96.4%
TOTAL EXPENSES	40,860.00	771,865.00	59,766.14	53,929.57	684,159.55	27,939.31	
008 SPECIAL STREET IMPR.FUND							
008201 SPEC.ST.IMPR-STREET DIV.							
60 PROFESSIONAL SERVICE							
008201 636000							
	497,000.00	STREETS & STRUCTURES R&M 497,000.00	61,055.71	0.00	172,850.00	263,094.29	47.1%
TOTAL PROFESSIONAL SERVICE	497,000.00	497,000.00	61,055.71	0.00	172,850.00	263,094.29	47.1%
TOTAL SPEC.ST.IMPR-STREET DIV.	497,000.00	497,000.00	61,055.71	0.00	172,850.00	263,094.29	47.1%
TOTAL SPECIAL STREET IMPR.FUND	497,000.00	497,000.00	61,055.71	0.00	172,850.00	263,094.29	47.1%
TOTAL EXPENSES	497,000.00	497,000.00	61,055.71	0.00	172,850.00	263,094.29	
009 WATER & SEWER OPERATION/MAINT.							
009660 W&S O&M-CUSTOMER ACCT. DIV.							
40 PERSONAL SERVICES							
009660 400000		REGULAR WAGES					

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009 WATER & SEWER OPERATION/MAINT.		YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP	REVISED BUDGET					
009660 430000	636,240.00	111,974.73	66,460.79	0.00	524,265.27	17.6%
	OVERTIME					
009660 460000	6,000.00	1,537.35	990.21	0.00	4,462.65	25.6%
	STATE RETIREMENT					
009660 470000	115,800.00	19,943.43	11,861.61	0.00	95,856.57	17.2%
	F.I.C.A. TAXES					
009660 480000	49,200.00	8,482.35	5,057.00	0.00	40,717.65	17.2%
	HOSPITALIZATION INS.					
	134,400.00	15,642.80	7,818.20	0.00	118,757.20	11.6%
TOTAL PERSONAL SERVICES						
	941,640.00	157,580.66	92,187.81	0.00	784,059.34	16.7%
50 SUPPLIES & EXPENSES						
009660 501000	6,000.00	768.54	768.54	0.00	5,231.46	12.8%
	OTHER EXPENDABLE OFF.SPL					
009660 502000	26,000.00	0.00	0.00	500.00	25,500.00	1.9%
	MINOR OFFICE EQUIP/FURN.					
009660 510000	1,500.00	816.88	816.88	0.00	683.12	54.5%
	CLEANING/JANITORIAL SPLY					
009660 525000	18,000.00	1,433.08	1,433.08	0.00	16,566.92	8.0%
	GAS AND OIL					
009660 546000	4,000.00	1,047.00	1,047.00	0.00	2,953.00	26.2%
	MINOR EQUIPMENT					
009660 570000	5,000.00	1,167.31	270.33	6.50	3,826.19	23.5%
	MTR VEHICLE REP. PTS/SPL					
TOTAL SUPPLIES & EXPENSES						
	60,500.00	5,232.81	4,335.83	506.50	54,760.69	9.5%
60 PROFESSIONAL SERVICE						
009660 604900	400,000.00	71,371.29	12,791.75	32,170.00	296,458.71	25.9%
	OTHER PROFESSIONAL SERV.					
009660 606000	5,000.00	390.35	215.35	0.00	4,609.65	7.8%
	TELEPHONE AND TELEGRAPH					
009660 607000	94,000.00	15,156.36	4,241.45	0.00	78,843.64	16.1%
	POSTAGE					
009660 620000	30,000.00	4,997.99	1,392.38	0.00	25,002.01	16.7%
	PRINTING					

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009 WATER & SEWER OPERATION/MAINT.		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
009660 630000	GAS	1,200.00	1,200.00	48.36	27.16	0.00	1,151.64	4.0%
009660 630500	ELECTRICITY	23,000.00	23,000.00	1,817.29	0.00	0.00	21,182.71	7.9%
009660 638400	MOTOR VEHICLE EQ. R&M	11,000.00	11,000.00	4,632.32	940.35	0.00	6,367.68	42.1%
009660 643000	UNIFORM RENT	3,000.00	3,000.00	597.48	386.96	0.00	2,402.52	19.9%
009660 683200	BANK SERV/TRF FEE	0.00	0.00	3.25	0.00	0.00	-3.25	100.0%
009660 687000	CUSTODIAL SERVICE	7,300.00	7,300.00	540.90	0.00	973.26	5,785.84	20.7%
009660 699900	SERVICES NOT SPECIFIED	3,000.00	3,000.00	0.00	0.00	2,500.00	500.00	83.3%
TOTAL PROFESSIONAL SERVICE		577,500.00	577,500.00	99,555.59	19,995.40	35,643.26	442,301.15	23.4%
TOTAL W&S O&M-CUSTOMER ACCT. DIV.		1,579,640.00	1,579,640.00	262,369.06	116,519.04	36,149.76	1,281,121.18	18.9%
009672 W&S O&M-WATER TRANSMISSION DIV								
40 PERSONAL SERVICES								
009672 400000	REGULAR WAGES	790,720.00	790,720.00	137,521.14	83,359.62	0.00	653,198.86	17.4%
009672 430000	OVERTIME	45,000.00	45,000.00	8,540.71	5,502.16	0.00	36,459.29	19.0%
009672 460000	STATE RETIREMENT	150,650.00	150,650.00	26,145.10	15,906.27	0.00	124,504.90	17.4%
009672 470000	F.I.C.A. TAXES	64,000.00	64,000.00	11,011.33	6,716.03	0.00	52,988.67	17.2%
009672 480000	HOSPITALIZATION INS.	159,600.00	159,600.00	20,434.80	10,217.40	0.00	139,165.20	12.8%
TOTAL PERSONAL SERVICES		1,209,970.00	1,209,970.00	203,653.08	121,701.48	0.00	1,006,316.92	16.8%
50 SUPPLIES & EXPENSES								
009672 525000	GAS AND OIL	45,000.00	45,000.00	97,445.55	97,445.55	0.00	-52,445.55	216.5%

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60 PROFESSIONAL SERVICE

009673 W&S O&M-WATER PLANT DIVISION

009673	400000	REGULAR WAGES	345,280.00	345,280.00	76,398.25	47,818.75	0.00	268,881.75	22.1%
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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
009673 430000		OVERTIME					
	35,000.00	35,000.00	12,615.22	6,127.93	0.00	22,384.78	36.0%
009673 460000		STATE RETIREMENT					
	68,600.00	68,600.00	15,933.40	9,656.44	0.00	52,666.60	23.2%
009673 470000		F.I.C.A. TAXES					
	29,100.00	29,100.00	6,685.66	4,064.99	0.00	22,414.34	23.0%
009673 480000		HOSPITALIZATION INS.					
	75,600.00	75,600.00	12,028.00	6,014.00	0.00	63,572.00	15.9%
TOTAL PERSONAL SERVICES							
	553,580.00	553,580.00	123,660.53	73,682.11	0.00	429,919.47	22.3%

50 SUPPLIES & EXPENSES

009673 501000		OTHER EXPENDABLE OFF.SPL					
	3,000.00	3,000.00	0.00	0.00	232.00	2,768.00	7.7%
009673 510000		CLEANING/JANITORIAL SPLY					
	2,500.00	2,500.00	0.00	0.00	1,175.86	1,324.14	47.0%
009673 513000		CHEMICALS					
	450,000.00	450,000.00	45,384.92	21,463.02	16,320.00	388,295.08	13.7%
009673 525000		GAS AND OIL					
	7,000.00	7,000.00	1,287.38	1,287.38	0.00	5,712.62	18.4%
009673 525700		DIESEL FUEL					
	7,000.00	7,000.00	334.19	334.19	0.00	6,665.81	4.8%
009673 570000		MTR VEHICLE REP. PTS/SPL					
	10,000.00	10,000.00	2,232.04	967.60	0.00	7,767.96	22.3%
009673 599000		OTHER REPAIR/MAINT. SPL.					
	8,000.00	8,000.00	0.00	0.00	2,895.80	5,104.20	36.2%
TOTAL SUPPLIES & EXPENSES							
	487,500.00	487,500.00	49,238.53	24,052.19	20,623.66	417,637.81	14.3%

60 PROFESSIONAL SERVICE

009673 604900		OTHER PROFESSIONAL SERV.					
	600,000.00	600,000.00	103,922.12	5,660.40	9,205.41	486,872.47	18.9%
009673 630000		GAS					
	2,000.00	2,000.00	40.00	20.00	0.00	1,960.00	2.0%
009673 630500		ELECTRICITY					
	710,000.00	710,000.00	150,926.79	23,295.02	0.00	559,073.21	21.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
009673 639400		DISINFECT./EXTERMINATION					
	1,000.00	1,000.00	100.00	0.00	0.00	900.00	10.0%
009673 643500		MOP-MAT-RAG RENT					
	1,000.00	1,000.00	514.44	171.48	0.00	485.56	51.4%
009673 684000		DUES AND MEMBERSHIPS					
	1,000.00	1,000.00	150.00	0.00	0.00	850.00	15.0%
009673 687000		CUSTODIAL SERVICE					
	6,560.00	6,560.00	877.69	411.69	4,940.31	742.00	88.7%
TOTAL PROFESSIONAL SERVICE							
	1,321,560.00	1,321,560.00	256,531.04	29,558.59	14,145.72	1,050,883.24	20.5%
TOTAL W&S O&M-WATER PLANT DIVISIO							
	2,362,640.00	2,362,640.00	429,430.10	127,292.89	34,769.38	1,898,440.52	19.6%
009676 W&S O&M-SEWER DIVISION							
40 PERSONAL SERVICES							
009676 400000		REGULAR WAGES					
	231,880.00	231,880.00	53,465.77	32,650.61	0.00	178,414.23	23.1%
009676 430000		OVERTIME					
	30,000.00	30,000.00	7,056.49	4,604.54	0.00	22,943.51	23.5%
009676 460000		STATE RETIREMENT					
	47,300.00	47,300.00	10,833.51	6,668.68	0.00	36,466.49	22.9%
009676 470000		F.I.C.A. TAXES					
	20,100.00	20,100.00	4,577.02	2,823.54	0.00	15,522.98	22.8%
009676 480000		HOSPITALIZATION INS.					
	50,400.00	50,400.00	9,622.40	4,811.20	0.00	40,777.60	19.1%
TOTAL PERSONAL SERVICES							
	379,680.00	379,680.00	85,555.19	51,558.57	0.00	294,124.81	22.5%
50 SUPPLIES & EXPENSES							
009676 513000		CHEMICALS					
	165,000.00	165,000.00	53,101.20	25,583.80	0.00	111,898.80	32.2%
009676 525000		GAS AND OIL					
	10,000.00	10,000.00	222.53	222.53	0.00	9,777.47	2.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
009676 525700		DIESEL FUEL					
	15,000.00	15,000.00	327.76	327.76	0.00	14,672.24	2.2%
009676 546000		MINOR EQUIPMENT					
	5,000.00	5,000.00	483.93	360.00	0.00	4,516.07	9.7%
009676 559000		OTHER OPERATING MATL/SPLY					
	7,000.00	7,000.00	0.00	0.00	180.00	6,820.00	2.6%
009676 561000		PLUMBING SUPPLIES					
	30,000.00	30,000.00	3,926.01	3,551.01	2,790.32	23,283.67	22.4%
009676 570000		MTR VEHICLE REP. PTS/SPL					
	25,000.00	25,000.00	2,946.69	792.00	694.58	21,358.73	14.6%
TOTAL SUPPLIES & EXPENSES	257,000.00	257,000.00	61,008.12	30,837.10	3,664.90	192,326.98	25.2%
60 PROFESSIONAL SERVICE							
009676 606000		TELEPHONE AND TELEGRAPH					
	6,000.00	6,000.00	1,369.81	1,369.81	0.00	4,630.19	22.8%
009676 630500		ELECTRICITY					
	100,000.00	100,000.00	14,573.74	3,417.32	0.00	85,426.26	14.6%
009676 636000		STREETS & STRUCTURES R&M					
	2,345,000.00	2,345,000.00	1,203,931.98	335,547.98	0.00	1,141,068.02	51.3%
009676 638400		MOTOR VEHICLE EQ. R&M					
	35,000.00	35,000.00	3,437.50	812.50	7,438.81	24,123.69	31.1%
009676 638600		CONSTRUCTION EQUIP R&M					
	20,000.00	20,000.00	1,135.43	380.68	706.27	18,158.30	9.2%
TOTAL PROFESSIONAL SERVICE	2,506,000.00	2,506,000.00	1,224,448.46	341,528.29	8,145.08	1,273,406.46	49.2%
TOTAL W&S O&M-SEWER DIVISION	3,142,680.00	3,142,680.00	1,371,011.77	423,923.96	11,809.98	1,759,858.25	44.0%

009677 W&S O&M-SEWER LAGOON DIV.

40 PERSONAL SERVICES

009677 400000		REGULAR WAGES					
	392,200.00	392,200.00	48,008.07	28,830.47	0.00	344,191.93	12.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
009677 430000		OVERTIME					
	25,000.00	25,000.00	6,541.24	4,572.74	0.00	18,458.76	26.2%
009677 460000		STATE RETIREMENT					
	75,200.00	75,200.00	9,764.34	5,979.18	0.00	65,435.66	13.0%
009677 470000		F.I.C.A. TAXES					
	32,000.00	32,000.00	4,006.90	2,472.30	0.00	27,993.10	12.5%
009677 480000		HOSPITALIZATION INS.					
	84,000.00	84,000.00	7,216.80	3,608.40	0.00	76,783.20	8.6%
TOTAL PERSONAL SERVICES							
	608,400.00	608,400.00	75,537.35	45,463.09	0.00	532,862.65	12.4%
50 SUPPLIES & EXPENSES							
009677 513000		CHEMICALS					
	160,000.00	160,000.00	42,702.42	21,351.21	0.00	117,297.58	26.7%
009677 525000		GAS AND OIL					
	10,000.00	10,000.00	241.28	241.28	0.00	9,758.72	2.4%
TOTAL SUPPLIES & EXPENSES							
	170,000.00	170,000.00	42,943.70	21,592.49	0.00	127,056.30	25.3%
60 PROFESSIONAL SERVICE							
009677 602500		LEGAL					
	100,000.00	100,000.00	7,018.00	623.50	0.00	92,982.00	7.0%
009677 604900		OTHER PROFESSIONAL SERV.					
	85,000.00	85,000.00	8,732.51	2,654.49	0.00	76,267.49	10.3%
009677 630500		ELECTRICITY					
	770,000.00	770,000.00	105,944.57	4,422.72	0.00	664,055.43	13.8%
009677 638000		FIXED EQUIPMENT R&M					
	1,270,000.00	1,270,000.00	250,790.09	79,133.00	0.00	1,019,209.91	19.7%
009677 639400		DISINFECT./EXTERMINATION					
	600.00	600.00	168.00	0.00	0.00	432.00	28.0%
TOTAL PROFESSIONAL SERVICE							
	2,225,600.00	2,225,600.00	372,653.17	86,833.71	0.00	1,852,946.83	16.7%
TOTAL W&S O&M-SEWER LAGOON DIV.							
	3,004,000.00	3,004,000.00	491,134.22	153,889.29	0.00	2,512,865.78	16.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WATER & SEWER OPERATION/MAI							
13,827,930.00	13,827,930.00	3,921,804.73	1,154,924.00	97,973.89	9,808,151.38	29.1%	
TOTAL EXPENSES							
13,827,930.00	13,827,930.00	3,921,804.73	1,154,924.00	97,973.89	9,808,151.38		
010 WATER & SEWER B & I							
010451 W&S B&I-REVENUE OBLIGATIONS							
80 DEBT SERVICE							
010451 801000	REVENUE ISSUES-PRINCIPAL						
5,080,000.00	5,080,000.00	3,880,000.00	3,880,000.00	0.00	1,200,000.00	76.4%	
010451 810000	GENERAL ISSUES-INTEREST						
395,000.00	395,000.00	314,818.20	152,638.20	0.00	80,181.80	79.7%	
010451 811000	REVENUE ISSUES-INTEREST						
750,000.00	750,000.00	297,162.48	297,162.48	0.00	452,837.52	39.6%	
010451 840000	GENERAL ISSUES						
8,000.00	8,000.00	1,987.50	1,987.50	0.00	6,012.50	24.8%	
TOTAL DEBT SERVICE							
6,233,000.00	6,233,000.00	4,493,968.18	4,331,788.18	0.00	1,739,031.82	72.1%	
TOTAL W&S B&I-REVENUE OBLIGATIONS							
6,233,000.00	6,233,000.00	4,493,968.18	4,331,788.18	0.00	1,739,031.82	72.1%	
TOTAL WATER & SEWER B & I							
6,233,000.00	6,233,000.00	4,493,968.18	4,331,788.18	0.00	1,739,031.82	72.1%	
TOTAL EXPENSES							
6,233,000.00	6,233,000.00	4,493,968.18	4,331,788.18	0.00	1,739,031.82		
011 WATER & SEWER FUND							
011500 WATER & SEWER-TRANSFERS							
90 TRANSFERS							
011500 900009	T/T WATER & SEWER O&M						
15,000,000.00	15,000,000.00	1,250,000.00	1,250,000.00	0.00	13,750,000.00	8.3%	

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011 WATER & SEWER FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
011500	900021	T/T 21 REFUNDING						
		4,560,000.00	4,560,000.00	380,000.00	380,000.00	0.00	4,180,000.00	8.3%
011500	900075	T/T W & S CONSTRUCTION						
		5,870,000.00	5,870,000.00	676,186.64	676,186.64	0.00	5,193,813.36	11.5%
011500	9000C	T/T WATER & SEWER B&I '13						
		1,380,000.00	1,380,000.00	115,000.00	115,000.00	0.00	1,265,000.00	8.3%
011500	9000GO	T/T 2010 W&S GO BOND						
		260,000.00	260,000.00	22,500.00	22,500.00	0.00	237,500.00	8.7%
011500	9000M	T/T W&SB&I (METER GO)						
		0.00	0.00	70,000.00	70,000.00	0.00	-70,000.00	100.0%
TOTAL TRANSFERS								
		27,070,000.00	27,070,000.00	2,513,686.64	2,513,686.64	0.00	24,556,313.36	9.3%
TOTAL WATER & SEWER-TRANSFERS								
		27,070,000.00	27,070,000.00	2,513,686.64	2,513,686.64	0.00	24,556,313.36	9.3%
011660 WATER & SEWER-CUST.ACCT.DIV.								
60 PROFESSIONAL SERVICE								
011660	683200	BANK SERV/TRF FEE						
		0.00	0.00	768.30	380.46	0.00	-768.30	100.0%
TOTAL PROFESSIONAL SERVICE								
		0.00	0.00	768.30	380.46	0.00	-768.30	100.0%
TOTAL WATER & SEWER-CUST.ACCT.DIV								
		0.00	0.00	768.30	380.46	0.00	-768.30	100.0%
TOTAL WATER & SEWER FUND								
		27,070,000.00	27,070,000.00	2,514,454.94	2,514,067.10	0.00	24,555,545.06	9.3%
TOTAL EXPENSES								
		27,070,000.00	27,070,000.00	2,514,454.94	2,514,067.10	0.00	24,555,545.06	

013 CITY B & I

013450 CITY B&I-GENERAL OBLIGATIONS

60 PROFESSIONAL SERVICE

013450 683000 PROP.TAX COLL. FEES .05

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013 CITY B & I		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
		12,000.00	12,000.00	1,782.75	914.50	0.00	10,217.25	14.9%
	TOTAL PROFESSIONAL SERVICE	12,000.00	12,000.00	1,782.75	914.50	0.00	10,217.25	14.9%
	TOTAL CITY B&I-GENERAL OBLIGATION	12,000.00	12,000.00	1,782.75	914.50	0.00	10,217.25	14.9%
	TOTAL CITY B & I	12,000.00	12,000.00	1,782.75	914.50	0.00	10,217.25	14.9%
	TOTAL EXPENSES	12,000.00	12,000.00	1,782.75	914.50	0.00	10,217.25	
014 SCHOOL FUND								
014599 SCHOOL FUND-MISC.CHARGES								
60 PROFESSIONAL SERVICE								
014599 683000	PROP.TAX COLL. FEES .05	0.00	0.00	15,461.47	7,854.97	0.00	-15,461.47	100.0%
014599 683100	PROP.TAX COLL. FEES.005	0.00	0.00	32.43	5.60	0.00	-32.43	100.0%
	TOTAL PROFESSIONAL SERVICE	0.00	0.00	15,493.90	7,860.57	0.00	-15,493.90	100.0%
	TOTAL SCHOOL FUND-MISC.CHARGES	0.00	0.00	15,493.90	7,860.57	0.00	-15,493.90	100.0%
	TOTAL SCHOOL FUND	0.00	0.00	15,493.90	7,860.57	0.00	-15,493.90	100.0%
	TOTAL EXPENSES	0.00	0.00	15,493.90	7,860.57	0.00	-15,493.90	

018 POLICE & FIREMAN DIS. & RELIEF

018701 P&FD&R-TRUST AND AGENCY

60 PROFESSIONAL SERVICE

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018 POLICE & FIREMAN DIS. & RELIEF		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
018701 682500	PENSION EXPENSE	0.00	0.00	-58,726.12	-58,726.12	0.00	58,726.12	100.0%
018701 683000	PROP.TAX COLL. FEES .05	0.00	0.00	784.85	432.89	0.00	-784.85	100.0%
018701 683100	PROP.TAX COLL. FEES .005	0.00	0.00	4.82	2.84	0.00	-4.82	100.0%
	TOTAL PROFESSIONAL SERVICE	0.00	0.00	-57,936.45	-58,290.39	0.00	57,936.45	100.0%
	TOTAL P&FD&R-TRUST AND AGENCY	0.00	0.00	-57,936.45	-58,290.39	0.00	57,936.45	100.0%
	TOTAL POLICE & FIREMAN DIS. & REL	0.00	0.00	-57,936.45	-58,290.39	0.00	57,936.45	100.0%
	TOTAL EXPENSES	0.00	0.00	-57,936.45	-58,290.39	0.00	57,936.45	

019 POLICE FORFEITURES FUND

019100 POL.FORFEITURES-POLICE DIV.

60 PROFESSIONAL SERVICE

019100 604900	OTHER PROFESSIONAL SERV.	0.00	30,000.00	0.00	0.00	600.00	29,400.00	2.0%
	TOTAL PROFESSIONAL SERVICE	0.00	30,000.00	0.00	0.00	600.00	29,400.00	2.0%
	TOTAL POL.FORFEITURES-POLICE DIV.	0.00	30,000.00	0.00	0.00	600.00	29,400.00	2.0%
	TOTAL POLICE FORFEITURES FUND	0.00	30,000.00	0.00	0.00	600.00	29,400.00	2.0%
	TOTAL EXPENSES	0.00	30,000.00	0.00	0.00	600.00	29,400.00	

027 TAX COLLECTOR'S FUND

027500 TAX COLLECTOR'S-TRANSFERS

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027 TAX COLLECTOR'S FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
90 TRANSFERS							
027500 900001	0.00	T/T GENERAL FUND 0.00	320,444.27	159,691.60	0.00	-320,444.27	100.0%
027500 900002	0.00	T/T PARKS & RECREATION 0.00	15,416.49	7,706.60	0.00	-15,416.49	100.0%
027500 900004	0.00	T/T LIBRARY 0.00	14,792.67	7,269.00	0.00	-14,792.67	100.0%
027500 900013	0.00	T/T CITY B & I 0.00	38,582.21	19,287.00	0.00	-38,582.21	100.0%
027500 900014	0.00	T/T SCHOOL FUND 0.00	296,344.67	143,381.61	0.00	-296,344.67	100.0%
027500 900018	0.00	T/T POL/FIRE DIS./RELIEF 0.00	16,882.08	9,061.44	0.00	-16,882.08	100.0%
027500 900073	0.00	T/T MASS TRANSIT OPER. 0.00	3,895.09	1,947.12	0.00	-3,895.09	100.0%
027500 9000EB	0.00	T/T GENERAL FD-EXCESS BID 0.00	105,645.48	0.00	0.00	-105,645.48	100.0%
027500 9000IP	0.00	T/T GENERAL FD-INT/PEN 0.00	34,998.23	8,454.24	0.00	-34,998.23	100.0%
027500 9000SB	0.00	T/T SCHOOL-1988 SCH. BONDS 0.00	37,316.37	18,046.11	0.00	-37,316.37	100.0%
TOTAL TRANSFERS	0.00	0.00	884,317.56	374,844.72	0.00	-884,317.56	100.0%
TOTAL TAX COLLECTOR'S-TRANSFERS	0.00	0.00	884,317.56	374,844.72	0.00	-884,317.56	100.0%
TOTAL TAX COLLECTOR'S FUND	0.00	0.00	884,317.56	374,844.72	0.00	-884,317.56	100.0%
TOTAL EXPENSES	0.00	0.00	884,317.56	374,844.72	0.00	-884,317.56	
028 2016 TIF B&I-HBRG CLINIC MIDTN							
028452 2016 TIF B&I-HBRG CLINIC MIDTN							
80 DEBT SERVICE							
028452 802000	57,000.00	IND/ECON DEV ISSUES-PRINCIPAL 57,000.00	57,000.00	57,000.00	0.00	0.00	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	% USED
028452 812000	IND/ECON DEV ISSUES-INTEREST						
	18,286.00	18,286.00	18,285.12	18,285.12	0.00	0.88	100.0%
TOTAL DEBT SERVICE	75,286.00	75,286.00	75,285.12	75,285.12	0.00	0.88	100.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI	75,286.00	75,286.00	75,285.12	75,285.12	0.00	0.88	100.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI	75,286.00	75,286.00	75,285.12	75,285.12	0.00	0.88	100.0%
TOTAL EXPENSES	75,286.00	75,286.00	75,285.12	75,285.12	0.00	0.88	

039 AIRPORT IMPROVEMENT FUND

039551 AIRPORT IMPR.-AIRPORT DIV

70 CAPITAL OUTLAY

039551 729502	AIRPORT IMP-FAA						
	1,116,274.00	1,116,274.00	115,964.38	5,563.52	0.00	1,000,309.62	10.4%
TOTAL CAPITAL OUTLAY	1,116,274.00	1,116,274.00	115,964.38	5,563.52	0.00	1,000,309.62	10.4%
TOTAL AIRPORT IMPR.-AIRPORT DIV	1,116,274.00	1,116,274.00	115,964.38	5,563.52	0.00	1,000,309.62	10.4%
TOTAL AIRPORT IMPROVEMENT FUND	1,116,274.00	1,116,274.00	115,964.38	5,563.52	0.00	1,000,309.62	10.4%
TOTAL EXPENSES	1,116,274.00	1,116,274.00	115,964.38	5,563.52	0.00	1,000,309.62	

050 2015A TIF B&I-RIDGE/TURTLE CRK

050452 2015A TIF B&I-RIDGE/TURTLE CRK

80 DEBT SERVICE

050452 802000 IND/ECON DEV ISSUES-PRINCIPAL

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050 2015A TIF B&I-RIDGE/TURTLE CRK		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
050452 812000		84,000.00	84,000.00	84,000.00	0.00	0.00	0.00	100.0%
	IND/ECON DEV ISSUES-INTEREST	35,695.00	35,695.00	19,002.50	0.00	0.00	16,692.50	53.2%
TOTAL DEBT SERVICE		119,695.00	119,695.00	103,002.50	0.00	0.00	16,692.50	86.1%
TOTAL 2015A TIF B&I-RIDGE/TURTLE		119,695.00	119,695.00	103,002.50	0.00	0.00	16,692.50	86.1%
TOTAL 2015A TIF B&I-RIDGE/TURTLE		119,695.00	119,695.00	103,002.50	0.00	0.00	16,692.50	86.1%
TOTAL EXPENSES		119,695.00	119,695.00	103,002.50	0.00	0.00	16,692.50	

051 2015B TIF B&I-MIDTOWN MARKET

051452 2015B TIF B&I-MIDTOWN MARKET

80 DEBT SERVICE

051452 802000	IND/ECON DEV ISSUES-PRINCIPAL	14,000.00	14,000.00	14,000.00	0.00	0.00	0.00	100.0%
	IND/ECON DEV ISSUES-INTEREST	6,160.00	6,160.00	3,272.50	0.00	0.00	2,887.50	53.1%
TOTAL DEBT SERVICE		20,160.00	20,160.00	17,272.50	0.00	0.00	2,887.50	85.7%
TOTAL 2015B TIF B&I-MIDTOWN MARKE		20,160.00	20,160.00	17,272.50	0.00	0.00	2,887.50	85.7%
TOTAL 2015B TIF B&I-MIDTOWN MARKE		20,160.00	20,160.00	17,272.50	0.00	0.00	2,887.50	85.7%
TOTAL EXPENSES		20,160.00	20,160.00	17,272.50	0.00	0.00	2,887.50	

072 MUNICIPAL ROAD & BRIDGE

072201 MUN.ROAD&BRIDGE-STREET DIV

60 PROFESSIONAL SERVICE

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072 MUNICIPAL ROAD & BRIDGE		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
072201	601502	0.00	ENGINEERING-MIDTOWN 5,000.00	1,907.33	1,907.33	0.00	3,092.67	38.1%
072201	636000	1,240,000.00	STREETS & STRUCTURES R&M 1,240,000.00	393,998.85	86,978.66	46,550.00	799,451.15	35.5%
TOTAL PROFESSIONAL SERVICE		1,240,000.00	1,245,000.00	395,906.18	88,885.99	46,550.00	802,543.82	35.5%
TOTAL MUN.ROAD&BRIDGE-STREET DIV		1,240,000.00	1,245,000.00	395,906.18	88,885.99	46,550.00	802,543.82	35.5%
TOTAL MUNICIPAL ROAD & BRIDGE		1,240,000.00	1,245,000.00	395,906.18	88,885.99	46,550.00	802,543.82	35.5%
TOTAL EXPENSES		1,240,000.00	1,245,000.00	395,906.18	88,885.99	46,550.00	802,543.82	
073 MASS TRANSIT FUND								
073570 MASS TRANSIT-TRANSPORTATION								
40 PERSONAL SERVICES								
073570	400000	989,200.00	REGULAR WAGES 989,200.00	178,263.72	108,150.89	0.00	810,936.28	18.0%
073570	430000	65,000.00	OVERTIME 65,000.00	16,719.65	9,006.72	0.00	48,280.35	25.7%
073570	460000	190,100.00	STATE RETIREMENT 190,100.00	34,902.05	20,971.21	0.00	155,197.95	18.4%
073570	470000	80,700.00	F.I.C.A. TAXES 80,700.00	14,670.27	8,861.87	0.00	66,029.73	18.2%
073570	480000	201,600.00	HOSPITALIZATION INS. 201,600.00	26,157.70	12,626.20	0.00	175,442.30	13.0%
TOTAL PERSONAL SERVICES		1,526,600.00	1,526,600.00	270,713.39	159,616.89	0.00	1,255,886.61	17.7%
50 SUPPLIES & EXPENSES								
073570	500300	500.00	PAPER 500.00	19.19	0.00	0.00	480.81	3.8%

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073 MASS TRANSIT FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
073570 500500	PRINTED FORMS	100.00	100.00	99.76	0.00	0.00	0.24	99.8%
073570 502000	MINOR OFFICE EQUIP/FURN.	5,000.00	5,000.00	99.49	0.00	1,713.31	3,187.20	36.3%
073570 510000	CLEANING/JANITORIAL SPLY	3,000.00	3,000.00	0.00	0.00	868.52	2,131.48	29.0%
073570 511100	SUPPLIES - COVID 19	0.00	0.00	157.24	0.00	0.00	-157.24	100.0%
073570 511500	FOOD	200.00	200.00	191.84	0.00	0.00	8.16	95.9%
073570 525000	GAS AND OIL	73,000.00	73,000.00	7,924.33	7,924.33	2,675.64	62,400.03	14.5%
073570 525700	DIESEL FUEL	64,000.00	64,000.00	6,936.34	6,936.34	0.00	57,063.66	10.8%
073570 545000	HAND TOOLS	6,000.00	6,000.00	0.00	0.00	62.57	5,937.43	1.0%
073570 546000	MINOR EQUIPMENT	6,000.00	6,000.00	6,895.24	0.00	0.00	-895.24	114.9%
073570 559000	OTHER OPERATING MATL/SPLY	700.00	700.00	0.00	0.00	102.36	597.64	14.6%
073570 570000	MTR VEHICLE REP. PTS/SPL	2,500.00	2,500.00	2,351.50	2,351.50	0.00	148.50	94.1%
073570 571001	REPAIR PARTS - FIXED ROUTE	60,000.00	60,000.00	4,143.36	0.00	8,700.78	47,155.86	21.4%
073570 571002	REPAIR PARTS - PARATRANSIT	15,000.00	15,000.00	326.00	0.00	2,455.36	12,218.64	18.5%
073570 599000	OTHER REPAIR/MAINT. SPL.	3,000.00	3,000.00	0.00	0.00	2,433.43	566.57	81.1%
TOTAL SUPPLIES & EXPENSES		239,000.00	239,000.00	29,144.29	17,212.17	19,011.97	190,843.74	20.1%

60 PROFESSIONAL SERVICE

073570 604900	OTHER PROFESSIONAL SERV.	5,000.00	5,000.00	0.00	0.00	443.93	4,556.07	8.9%
073570 606000	TELEPHONE AND TELEGRAPH	6,500.00	6,500.00	1,224.47	770.64	0.00	5,275.53	18.8%
073570 609900	OTHER COMMUNICATION EXP.	20,200.00	20,200.00	0.00	0.00	4,471.85	15,728.15	22.1%
073570 620000	PRINTING	3,000.00	3,000.00	300.00	0.00	0.00	2,700.00	10.0%

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073 MASS TRANSIT FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
073570 630500	ELECTRICITY	19,000.00	19,000.00	2,731.38	616.33	0.00	16,268.62	14.4%
073570 638400	MOTOR VEHICLE EQ. R&M	2,000.00	2,000.00	1,772.14	1,772.14	0.00	227.86	88.6%
073570 638501	BUS EQUIP R&M-FIXED ROUTE	90,000.00	90,000.00	24,916.02	5,760.28	15,271.20	49,812.78	44.7%
073570 638502	BUS EQUIP R&M-PARATRANSIT	30,000.00	30,000.00	0.00	0.00	1,214.50	28,785.50	4.0%
073570 639400	DISINFECT./EXTERMINATION	250.00	250.00	48.00	0.00	47.63	154.37	38.3%
073570 639800	TOW IN CHARGES	2,000.00	2,000.00	350.00	0.00	0.00	1,650.00	17.5%
073570 639900	OTHER REPAIRS AND MAINT.	2,500.00	2,500.00	63.00	0.00	1,298.55	1,138.45	54.5%
073570 643000	UNIFORM RENT	11,500.00	11,500.00	2,479.77	1,292.31	0.00	9,020.23	21.6%
073570 683000	PROP.TAX COLL. FEES .05	750.00	750.00	179.97	92.32	0.00	570.03	24.0%
073570 687000	CUSTODIAL SERVICE	4,500.00	4,500.00	540.90	0.00	973.26	2,985.84	33.6%
TOTAL PROFESSIONAL SERVICE		197,200.00	197,200.00	34,605.65	10,304.02	23,720.92	138,873.43	29.6%
70 CAPITAL OUTLAY								
073570 729553	BUS SHELTER INFRAS-533	3,082,962.00	3,082,962.00	418,169.00	0.00	0.00	2,664,793.00	13.6%
TOTAL CAPITAL OUTLAY		3,082,962.00	3,082,962.00	418,169.00	0.00	0.00	2,664,793.00	13.6%
TOTAL MASS TRANSIT-TRANSPORTATION		5,045,762.00	5,045,762.00	752,632.33	187,133.08	42,732.89	4,250,396.78	15.8%
TOTAL MASS TRANSIT FUND		5,045,762.00	5,045,762.00	752,632.33	187,133.08	42,732.89	4,250,396.78	15.8%
TOTAL EXPENSES		5,045,762.00	5,045,762.00	752,632.33	187,133.08	42,732.89	4,250,396.78	

075 WATER&SEWER CONSTRUCTION FUND**075695 W&S CONSTR.-CAPITAL PROJECTS**

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075 WATER&SEWER CONSTRUCTION FUND		YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP	REVISED BUDGET					
60 PROFESSIONAL SERVICE						
075695 601500	ENGINEERING					
2,000,000.00	1,981,797.50	285,844.33	135,877.59	0.00	1,695,953.17	14.4%
075695 601503	ENGINEERING-MCWI					
0.00	18,202.50	18,202.50	10,002.50	0.00	0.00	100.0%
TOTAL PROFESSIONAL SERVICE						
2,000,000.00	2,000,000.00	304,046.83	145,880.09	0.00	1,695,953.17	15.2%
70 CAPITAL OUTLAY						
075695 722099	PROGRAMMED SEWER PROJ.					
6,000,000.00	5,988,552.50	755,485.62	118,957.34	0.00	5,233,066.88	12.6%
075695 724501	ARCADIA SUNSET					
0.00	8,717.50	8,717.50	3,307.50	0.00	0.00	100.0%
075695 729570	SRF WTR PLT #1 REHAB-PHASE I					
0.00	2,730.00	2,730.00	0.00	0.00	0.00	100.0%
TOTAL CAPITAL OUTLAY						
6,000,000.00	6,000,000.00	766,933.12	122,264.84	0.00	5,233,066.88	12.8%
TOTAL W&S CONSTR.-CAPITAL PROJECT						
8,000,000.00	8,000,000.00	1,070,979.95	268,144.93	0.00	6,929,020.05	13.4%
TOTAL WATER&SEWER CONSTRUCTION FU						
8,000,000.00	8,000,000.00	1,070,979.95	268,144.93	0.00	6,929,020.05	13.4%
TOTAL EXPENSES						
8,000,000.00	8,000,000.00	1,070,979.95	268,144.93	0.00	6,929,020.05	
077 COMMUNITY CENTERS' FUND						
077650 COMMUNITY CTR-ADMIN/GENERAL						
40 PERSONAL SERVICES						
077650 400000	REGULAR WAGES					
415,600.00	415,600.00	61,251.05	36,091.72	0.00	354,348.95	14.7%

EXPENDITURE REPORT

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077 COMMUNITY CENTERS' FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
077650 430000	OVERTIME	11,000.00	11,000.00	4,645.67	3,558.16	0.00	6,354.33	42.2%
077650 460000	STATE RETIREMENT	77,000.00	77,000.00	11,795.47	7,097.30	0.00	65,204.53	15.3%
077650 470000	F.I.C.A. TAXES	32,700.00	32,700.00	4,907.86	2,967.37	0.00	27,792.14	15.0%
077650 480000	HOSPITALIZATION INS.	100,800.00	100,800.00	10,825.20	5,412.60	0.00	89,974.80	10.7%
TOTAL PERSONAL SERVICES		637,100.00	637,100.00	93,425.25	55,127.15	0.00	543,674.75	14.7%
50 SUPPLIES & EXPENSES								
077650 501000	OTHER EXPENDABLE OFF.SPL	500.00	500.00	44.00	44.00	0.00	456.00	8.8%
077650 510000	CLEANING/JANITORIAL SPLY	15,000.00	15,000.00	3,470.82	1,211.86	1,012.23	10,516.95	29.9%
077650 525000	GAS AND OIL	4,000.00	4,000.00	389.57	389.57	0.00	3,610.43	9.7%
077650 535500	WEARING APPAREL	400.00	400.00	243.80	243.80	0.00	156.20	61.0%
077650 544000	HORT./LANDSCAPING SPLY.	2,250.00	2,250.00	338.00	238.00	0.00	1,912.00	15.0%
077650 546000	MINOR EQUIPMENT	6,500.00	6,500.00	2,905.98	1,486.71	0.00	3,594.02	44.7%
077650 559000	OTHER OPERATING MATL/SPLY	2,000.00	2,000.00	0.00	0.00	1,581.62	418.38	79.1%
077650 561000	PLUMBING SUPPLIES	3,500.00	3,500.00	263.53	0.00	0.00	3,236.47	7.5%
077650 570000	MTR VEHICLE REP. PTS/SPL	2,500.00	2,500.00	393.75	94.40	0.00	2,106.25	15.8%
TOTAL SUPPLIES & EXPENSES		36,650.00	36,650.00	8,049.45	3,708.34	2,593.85	26,006.70	29.0%
60 PROFESSIONAL SERVICE								
077650 604900	OTHER PROFESSIONAL SERV.	18,000.00	18,000.00	0.00	0.00	3,817.40	14,182.60	21.2%

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FOR 2025 02

077 COMMUNITY CENTERS' FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
077650 606000	TELEPHONE AND TELEGRAPH	1,000.00	1,000.00	123.48	61.79	0.00	876.52	12.3%
077650 630000	GAS	25,000.00	25,000.00	663.38	329.03	0.00	24,336.62	2.7%
077650 630500	ELECTRICITY	85,000.00	85,000.00	20,948.07	4,224.25	0.00	64,051.93	24.6%
077650 635700	PLUMBING EQUIPMENT R&M	2,000.00	2,000.00	536.34	536.34	0.00	1,463.66	26.8%
077650 638000	FIXED EQUIPMENT R&M	13,150.00	13,150.00	2,106.80	0.00	0.00	11,043.20	16.0%
077650 639200	CLEANING AND PAINTING	8,000.00	8,000.00	0.00	0.00	4,235.00	3,765.00	52.9%
077650 639400	DISINFECT./EXTERMINATION	6,000.00	6,000.00	4,099.00	3,695.00	0.00	1,901.00	68.3%
077650 639900	OTHER REPAIRS AND MAINT.	3,000.00	3,000.00	875.00	0.00	0.00	2,125.00	29.2%
077650 643000	UNIFORM RENT	8,000.00	8,000.00	1,625.00	500.00	0.00	6,375.00	20.3%
077650 699900	SERVICES NOT SPECIFIED	1,000.00	1,000.00	0.00	0.00	939.90	60.10	94.0%
TOTAL PROFESSIONAL SERVICE		170,150.00	170,150.00	30,977.07	9,346.41	8,992.30	130,180.63	23.5%
70 CAPITAL OUTLAY								
077650 715010	REC CENTER OLD YMCA	20,000.00	20,000.00	4,820.99	2,545.99	794.80	14,384.21	28.1%
077650 715021	CE ROY/5TH STREET	7,500.00	7,500.00	0.00	0.00	3,950.00	3,550.00	52.7%
TOTAL CAPITAL OUTLAY		27,500.00	27,500.00	4,820.99	2,545.99	4,744.80	17,934.21	34.8%
TOTAL COMMUNITY CTR-ADMIN/GENERAL		871,400.00	871,400.00	137,272.76	70,727.89	16,330.95	717,796.29	17.6%
TOTAL COMMUNITY CENTERS' FUND		871,400.00	871,400.00	137,272.76	70,727.89	16,330.95	717,796.29	17.6%
TOTAL EXPENSES		871,400.00	871,400.00	137,272.76	70,727.89	16,330.95	717,796.29	

079 COVID FISCAL RECOVERY FUNDS

079605 COVID FISCAL RECOVERY EXPENSES

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079 COVID FISCAL RECOVERY FUNDS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
70 CAPITAL OUTLAY							
079605 729567	MLK AVE INFRASTRUCTURE IMPROVE						
	959,798.00	959,798.00	567,566.09	0.00	0.00	392,231.91	59.1%
TOTAL CAPITAL OUTLAY	959,798.00	959,798.00	567,566.09	0.00	0.00	392,231.91	59.1%
TOTAL COVID FISCAL RECOVERY EXPEN	959,798.00	959,798.00	567,566.09	0.00	0.00	392,231.91	59.1%
TOTAL COVID FISCAL RECOVERY FUNDS	959,798.00	959,798.00	567,566.09	0.00	0.00	392,231.91	59.1%
TOTAL EXPENSES	959,798.00	959,798.00	567,566.09	0.00	0.00	392,231.91	
082 COMMUNITY DEVELOP. BLOCK GRANT							
082285 CDBG-ENTITLEMENTS							
40 PERSONAL SERVICES							
082285 400000	REGULAR WAGES						
	200,000.00	200,000.00	34,016.11	20,431.95	0.00	165,983.89	17.0%
082285 460000	STATE RETIREMENT						
	36,100.00	36,100.00	6,088.90	3,657.33	0.00	30,011.10	16.9%
082285 470000	F.I.C.A. TAXES						
	15,300.00	15,300.00	2,580.02	1,550.61	0.00	12,719.98	16.9%
082285 480000	HOSPITALIZATION INS.						
	42,000.00	42,000.00	4,710.98	2,651.80	0.00	37,289.02	11.2%
TOTAL PERSONAL SERVICES	293,400.00	293,400.00	47,396.01	28,291.69	0.00	246,003.99	16.2%
50 SUPPLIES & EXPENSES							
082285 501000	OTHER EXPENDABLE OFF.SPL						
	1,500.00	1,500.00	0.00	0.00	90.98	1,409.02	6.1%

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082 COMMUNITY DEVELOP. BLOCK GRANT		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
082285 525000	GAS AND OIL	1,200.00	1,200.00	145.05	145.05	0.00	1,054.95	12.1%
082285 535500	WEARING APPAREL	250.00	250.00	250.00	250.00	0.00	0.00	100.0%
082285 570000	MTR VEHICLE REP. PTS/SPL	2,600.00	2,600.00	23.46	0.00	23.46	2,553.08	1.8%
TOTAL SUPPLIES & EXPENSES		5,550.00	5,550.00	418.51	395.05	114.44	5,017.05	9.6%
60 PROFESSIONAL SERVICE								
082285 606000	TELEPHONE AND TELEGRAPH	900.00	900.00	46.03	46.03	0.00	853.97	5.1%
082285 638400	MOTOR VEHICLE EQ. R&M	1,000.00	1,000.00	0.00	0.00	146.74	853.26	14.7%
082285 641000	OFFICE EQUIPMENT RENT	2,500.00	2,500.00	655.04	448.67	0.00	1,844.96	26.2%
TOTAL PROFESSIONAL SERVICE		4,400.00	4,400.00	701.07	494.70	146.74	3,552.19	19.3%
TOTAL CDBG-ENTITLEMENTS		303,350.00	303,350.00	48,515.59	29,181.44	261.18	254,573.23	16.1%
TOTAL COMMUNITY DEVELOP. BLOCK GR		303,350.00	303,350.00	48,515.59	29,181.44	261.18	254,573.23	16.1%
TOTAL EXPENSES		303,350.00	303,350.00	48,515.59	29,181.44	261.18	254,573.23	
086 SPEC SALES TAX-P&R/UNIV IMPROV								
086300 SPEC SALES TAX/RECREATION MAIN								
40 PERSONAL SERVICES								
086300 400000	REGULAR WAGES	45,000.00	45,000.00	8,653.85	5,192.31	0.00	36,346.15	19.2%

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086 SPEC SALES TAX-P&R/UNIV IMPROV		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
086300 460000	STATE RETIREMENT	8,200.00	8,200.00	1,549.05	929.43	0.00	6,650.95	18.9%
086300 470000	F.I.C.A. TAXES	3,450.00	3,450.00	662.02	397.21	0.00	2,787.98	19.2%
TOTAL PERSONAL SERVICES		56,650.00	56,650.00	10,864.92	6,518.95	0.00	45,785.08	19.2%
70 CAPITAL OUTLAY								
086300 7295PR	CAPITAL PROJECTS	650,000.00	1,606,000.00	182,805.88	143,407.99	16,420.36	1,406,773.76	12.4%
TOTAL CAPITAL OUTLAY		650,000.00	1,606,000.00	182,805.88	143,407.99	16,420.36	1,406,773.76	12.4%
TOTAL SPEC SALES TAX/RECREATION M		706,650.00	1,662,650.00	193,670.80	149,926.94	16,420.36	1,452,558.84	12.6%
086452 B&I GENERAL OBLIGATION BONDS								
80 DEBT SERVICE								
086452 800000	GENERAL ISSUES-PRINCIPAL	1,355,000.00	1,355,000.00	1,355,000.00	0.00	0.00	0.00	100.0%
086452 810000	GENERAL ISSUES-INTEREST	131,600.00	131,600.00	78,487.50	0.00	0.00	53,112.50	59.6%
TOTAL DEBT SERVICE		1,486,600.00	1,486,600.00	1,433,487.50	0.00	0.00	53,112.50	96.4%
TOTAL B&I GENERAL OBLIGATION BOND		1,486,600.00	1,486,600.00	1,433,487.50	0.00	0.00	53,112.50	96.4%
086602 SPEC SALES TAX P&R/UNIV IMPROV								
60 PROFESSIONAL SERVICE								
086602 604900	OTHER PROFESSIONAL SERV.	0.00	0.00	1,000.00	0.00	0.00	-1,000.00	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
086602 604901	UNIVERSITY OF SOUTHERN MISS						
	1,850,000.00	1,850,000.00	306,956.20	147,051.27	0.00	1,543,043.80	16.6%
TOTAL PROFESSIONAL SERVICE	1,850,000.00	1,850,000.00	307,956.20	147,051.27	0.00	1,542,043.80	16.6%
TOTAL SPEC SALES TAX P&R/UNIV IMP	1,850,000.00	1,850,000.00	307,956.20	147,051.27	0.00	1,542,043.80	16.6%
TOTAL SPEC SALES TAX-P&R/UNIV IMP	4,043,250.00	4,999,250.00	1,935,114.50	296,978.21	16,420.36	3,047,715.14	39.0%
TOTAL EXPENSES	4,043,250.00	4,999,250.00	1,935,114.50	296,978.21	16,420.36	3,047,715.14	

087 INDUSTRIAL PARK DEVELOPMENT

087601 INDUSTRIAL PK-G.O.ACQUISITIONS

60 PROFESSIONAL SERVICE

087601 600500	ADMINISTRATIVE FEE						
	0.00	0.00	875.00	875.00	0.00	-875.00	100.0%
087601 602001	ECONOMIC DEVELOPMENT CONSULTIN						
	0.00	0.00	140,000.00	0.00	0.00	-140,000.00	100.0%
087601 602500	LEGAL						
	0.00	0.00	706.25	431.25	0.00	-706.25	100.0%
TOTAL PROFESSIONAL SERVICE	0.00	0.00	141,581.25	1,306.25	0.00	-141,581.25	100.0%
TOTAL INDUSTRIAL PK-G.O.ACQUISITI	0.00	0.00	141,581.25	1,306.25	0.00	-141,581.25	100.0%
TOTAL INDUSTRIAL PARK DEVELOPMENT	0.00	0.00	141,581.25	1,306.25	0.00	-141,581.25	100.0%
TOTAL EXPENSES	0.00	0.00	141,581.25	1,306.25	0.00	-141,581.25	

088 PUBLIC SAFETY/REC CONSTRUCTION

088603 PUBLIC SAFETY/REC CONSTRUCTION

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088 PUBLIC SAFETY/REC CONSTRUCTION		YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP	REVISED BUDGET					
70 CAPITAL OUTLAY						
088603 729501	HALL AVENUE OVERPASS					
3,587,500.00	3,587,500.00	227,449.04	102,115.51	0.00	3,360,050.96	6.3%
088603 729575	GORDONS CRK BANK STABILIZATION					
16,500.00	16,500.00	4,881.64	4,881.64	0.00	11,618.36	29.6%
TOTAL CAPITAL OUTLAY						
3,604,000.00	3,604,000.00	232,330.68	106,997.15	0.00	3,371,669.32	6.4%
TOTAL PUBLIC SAFETY/REC CONSTRUCT						
3,604,000.00	3,604,000.00	232,330.68	106,997.15	0.00	3,371,669.32	6.4%
TOTAL PUBLIC SAFETY/REC CONSTRUCT						
3,604,000.00	3,604,000.00	232,330.68	106,997.15	0.00	3,371,669.32	6.4%
TOTAL EXPENSES						
3,604,000.00	3,604,000.00	232,330.68	106,997.15	0.00	3,371,669.32	
091 TIF CONSTRUCTION						
091500 TIF CONST-TRANSFERS						
90 TRANSFERS						
091500 900001	T/T GENERAL FUND					
0.00	0.00	-827.00	-827.00	0.00	827.00	100.0%
TOTAL TRANSFERS						
0.00	0.00	-827.00	-827.00	0.00	827.00	100.0%
TOTAL TIF CONST-TRANSFERS						
0.00	0.00	-827.00	-827.00	0.00	827.00	100.0%
TOTAL TIF CONSTRUCTION						
0.00	0.00	-827.00	-827.00	0.00	827.00	100.0%
TOTAL EXPENSES						
0.00	0.00	-827.00	-827.00	0.00	827.00	
095 2019 FIRE STATION CONSTRUCTION						
095635 2019 FIRE STATION CONSTRUCTION						

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095 2019 FIRE STATION CONSTRUCTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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70 CAPITAL OUTLAY

095635 725602

		TIMBERTON CONCESSION/PRESSBOX					
	0.00	400,000.00	326,259.87	251,578.79	0.00	73,740.13	81.6%
TOTAL CAPITAL OUTLAY	0.00	400,000.00	326,259.87	251,578.79	0.00	73,740.13	81.6%
TOTAL 2019 FIRE STATION CONSTRUCT	0.00	400,000.00	326,259.87	251,578.79	0.00	73,740.13	81.6%
TOTAL 2019 FIRE STATION CONSTRUCT	0.00	400,000.00	326,259.87	251,578.79	0.00	73,740.13	81.6%
TOTAL EXPENSES	0.00	400,000.00	326,259.87	251,578.79	0.00	73,740.13	

097 INFRA IMPROVE-INTRNT SALES TAX

097201 INFRA IMPROVE-INTRNT SALES TAX

70 CAPITAL OUTLAY

097201 729501

		HALL AVENUE OVERPASS					
	0.00	1,815,000.00	1,718,103.51	1,689,931.83	0.00	96,896.49	94.7%
TOTAL CAPITAL OUTLAY	0.00	1,815,000.00	1,718,103.51	1,689,931.83	0.00	96,896.49	94.7%
TOTAL INFRA IMPROVE-INTRNT SALES	0.00	1,815,000.00	1,718,103.51	1,689,931.83	0.00	96,896.49	94.7%
TOTAL INFRA IMPROVE-INTRNT SALES	0.00	1,815,000.00	1,718,103.51	1,689,931.83	0.00	96,896.49	94.7%
TOTAL EXPENSES	0.00	1,815,000.00	1,718,103.51	1,689,931.83	0.00	96,896.49	

098 WATER METER BONDS

098695 WATER METER PROJECTS

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098 WATER METER BONDS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
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70 CAPITAL OUTLAY

098695 724200	WATER METERS						
7,254,315.00	7,254,315.00	1,204,057.05	32,415.00	0.00	6,050,257.95	16.6%	
TOTAL CAPITAL OUTLAY							
7,254,315.00	7,254,315.00	1,204,057.05	32,415.00	0.00	6,050,257.95	16.6%	
TOTAL WATER METER PROJECTS							
7,254,315.00	7,254,315.00	1,204,057.05	32,415.00	0.00	6,050,257.95	16.6%	
TOTAL WATER METER BONDS							
7,254,315.00	7,254,315.00	1,204,057.05	32,415.00	0.00	6,050,257.95	16.6%	
TOTAL EXPENSES							
7,254,315.00	7,254,315.00	1,204,057.05	32,415.00	0.00	6,050,257.95		

107 SPECIAL SALES TAX-T&A

107706 SPEC.SALES TAX-T&A EXPEND.

60 PROFESSIONAL SERVICE

107706 604901	TOURISM COMMISSION						
0.00	0.00	128,464.09	63,530.60	0.00	-128,464.09	100.0%	
TOTAL PROFESSIONAL SERVICE							
0.00	0.00	128,464.09	63,530.60	0.00	-128,464.09	100.0%	
TOTAL SPEC.SALES TAX-T&A EXPEND.							
0.00	0.00	128,464.09	63,530.60	0.00	-128,464.09	100.0%	
TOTAL SPECIAL SALES TAX-T&A							
0.00	0.00	128,464.09	63,530.60	0.00	-128,464.09	100.0%	
TOTAL EXPENSES							
0.00	0.00	128,464.09	63,530.60	0.00	-128,464.09		

109 GROUP INSURANCE TRUST FUND

109704 GROUP INS.TRUST-T&A EXPEND.

60 PROFESSIONAL SERVICE

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109 GROUP INSURANCE TRUST FUND		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
109704 683300		ADMIN PAID						
	0.00		0.00	72,498.62	0.00	0.00	-72,498.62	100.0%
109704 683400		CLAIMS PAID						
	0.00		0.00	922,236.08	512,837.20	0.00	-922,236.08	100.0%
TOTAL PROFESSIONAL SERVICE								
	0.00		0.00	994,734.70	512,837.20	0.00	-994,734.70	100.0%
TOTAL GROUP INS.TRUST-T&A EXPEND.								
	0.00		0.00	994,734.70	512,837.20	0.00	-994,734.70	100.0%
TOTAL GROUP INSURANCE TRUST FUND								
	0.00		0.00	994,734.70	512,837.20	0.00	-994,734.70	100.0%
TOTAL EXPENSES								
	0.00		0.00	994,734.70	512,837.20	0.00	-994,734.70	
GRAND TOTAL								
	138,451,480.00		150,974,686.47	34,245,159.26	19,405,388.41	3,840,121.66	112,889,405.55	25.2%

** END OF REPORT - Generated by LISA HANSON **

EXPENDITURE REPORT

REPORT OPTIONS

	Field #	Total	Page Break	
Sequence 1	1	Y	N	Year/Period: 2025/ 2
Sequence 2	9	Y	N	Print revenue as credit: Y
Sequence 3	10	Y	N	Print totals only: N
Sequence 4	0	N	N	Suppress zero bal accts: N
				Print full GL account: N
				Double space: N
Report title:				Roll projects to object: N
EXPENDITURE REPORT				
				Carry forward code: 1
				Print journal detail: N
Print Full or Short description: F				From Yr/Per: 2025/ 2
Print MTD Version: Y				To Yr/Per: 2025/ 2
Print Revenues-Version headings: N				Include budget entries: Y
Format type: 1				Incl encumb/liq entries: Y
Print revenue budgets as zero: N				Sort by JE # or PO #: J
Include Fund Balance: N				Detail format option: 1
Include requisition amount: N				
Multiyear view: D				
Amounts/totals exceed 999 million dollars: N				

Find Criteria

Field Name	Field Value
Org	
Object	
Project	
Rollup code	
Account type	Expense
Account status	

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
001 General Fund						
001001 REVENUES						
20 REVENUES						
001001 220100	GAS RETAIL LICENSE FEE					
	0.00	0.00	-95.00	-30.00	95.00	100.0%
TOTAL REVENUES						
	0.00	0.00	-95.00	-30.00	95.00	100.0%
22 LICENSES & PERMITS						
001001 220000	PRIVILEGE LICENSES					
	-140,000.00	-140,000.00	-39,218.64	-16,331.00	-100,781.36	28.0%
001001 221100	ELECTRICAL FRANCHISE					
	-3,100,000.00	-3,100,000.00	-819,792.68	0.00	-2,280,207.32	26.4%
001001 221200	SOLID WASTE OPER/FRANCHISE					
	-165,000.00	-165,000.00	-6,071.37	0.00	-158,928.63	3.7%
001001 221400	FIBER INFRASTRUCTURE-UNITI FIB					
	-11,000.00	-11,000.00	-3,571.08	0.00	-7,428.92	32.5%
001001 221500	GAS FRANCHISE					
	-215,000.00	-215,000.00	-30,316.66	0.00	-184,683.34	14.1%
001001 221900	CABLE T.V. FRANCHISE					
	-275,000.00	-275,000.00	-58,802.17	-58,802.17	-216,197.83	21.4%
001001 222100	BUILDING PERMIT/INSPECTION					
	-520,000.00	-520,000.00	-130,307.00	-45,228.00	-389,693.00	25.1%
001001 222300	SIGN PERMIT					
	-17,500.00	-17,500.00	-2,054.00	-806.00	-15,446.00	11.7%
001001 222400	LAND CODE ENFORCEMENT					
	-16,000.00	-16,000.00	-4,320.00	-2,170.00	-11,680.00	27.0%
001001 222500	GAS & PLUMBING					
	-9,000.00	-9,000.00	-1,250.00	-700.00	-7,750.00	13.9%
001001 222600	ELECTRICAL INSPECTION					
	-10,000.00	-10,000.00	-1,346.00	-696.00	-8,654.00	13.5%
001001 222700	DEMOLITION PERMIT					
	-1,000.00	-1,000.00	-150.00	-50.00	-850.00	15.0%

REVENUE REPORT

FOR 2025 02

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
001001 222800		HOUSE MOVING				
	-1,000.00	-1,000.00	-600.00	0.00	-400.00	60.0%
001001 223400		PROPERTY CLEAN-UP COST				
	-25,000.00	-25,000.00	-7,859.29	-6,919.29	-17,140.71	31.4%
001001 223600		WRECKER REGISTRATION FEE				
	-500.00	-500.00	-75.00	0.00	-425.00	15.0%
001001 223700		BURN OR MISC FIRE PERMITS				
	-3,000.00	-3,000.00	-400.00	0.00	-2,600.00	13.3%
001001 223900		TRANSIENT VENDOR FEES				
	-2,000.00	-2,000.00	-125.00	0.00	-1,875.00	6.3%
001001 224500		ZONING CERTIFICATE FEE				
	-13,000.00	-13,000.00	-2,325.00	-1,400.00	-10,675.00	17.9%
001001 225600		GOLF CART REGISTRATION				
	-4,000.00	-4,000.00	-1,100.00	-400.00	-2,900.00	27.5%
001001 227004		FOOD TRUCK INSPECTIONS				
	-350.00	-350.00	-75.00	0.00	-275.00	21.4%
001001 227005		FIRE-PLAN REVIEWS				
	-7,000.00	-7,000.00	-169.00	0.00	-6,831.00	2.4%
001001 229900		MISC. PERMITS & FEES				
	-80,000.00	-80,000.00	-8,924.00	-5,047.00	-71,076.00	11.2%
TOTAL LICENSES & PERMITS	-4,615,350.00	-4,615,350.00	-1,118,851.89	-138,549.46	-3,496,498.11	24.2%
23 FEDERAL GRANTS						
001001 230100		HHS.-SAMHSA GRANT				
	-253,164.00	-253,164.00	-4,617.95	0.00	-248,546.05	1.8%
001001 231100		JUST.-BYRNE GRANTS				
	-19,026.00	-19,026.00	-29,376.69	0.00	10,350.69	154.4%
001001 231600		JUST.-COPS HIRING RECOVERY				
	-134,230.00	-134,230.00	-111,614.81	0.00	-22,615.19	83.2%
001001 232100		HHS-HIDTA NARCOTICS GRANT				
	-10,686.00	-10,686.00	-8,197.28	-8,197.28	-2,488.72	76.7%
001001 233700		FEMA RELIEF				
	-2,468,000.00	-2,468,000.00	-757,067.90	0.00	-1,710,932.10	30.7%
001001 236200		HUD-LEAD HAZARD REDUCT GRANT				
	-1,343,699.00	-1,343,699.00	-101,346.46	-101,346.46	-1,242,352.54	7.5%
TOTAL FEDERAL GRANTS	-4,228,805.00	-4,228,805.00	-1,012,221.09	-109,543.74	-3,216,583.91	23.9%
25 STATE GRANTS						
001001 250500		ARCHIVES & HISTORY				

REVENUE REPORT

FOR 2025 02

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
001001 252600	-99,200.00	-99,200.00	-15,720.00	0.00	-83,480.00	15.8%
		STOP VIOLENCE GRANT				
001001 2526MC	-100,000.00	-100,000.00	-20,988.48	-20,988.48	-79,011.52	21.0%
		STOP VIOLENCE-MUNI COURT GRANT				
	-257,633.00	-257,633.00	-58,124.45	0.00	-199,508.55	22.6%
TOTAL STATE GRANTS						
	-456,833.00	-456,833.00	-94,832.93	-20,988.48	-362,000.07	20.8%

26 STATE-SHARED REVENUE

001001 260000		GENERAL SALES TAX				
	-27,750,000.00	-27,750,000.00	-4,631,755.39	-2,219,485.72	-23,118,244.61	16.7%
001001 260100		CITY UTILITY TAX				
	-30,000.00	-30,000.00	-2,977.62	-1,447.98	-27,022.38	9.9%
001001 261000		ALCOHOLIC BEV. LICENSE				
	-180,000.00	-180,000.00	-33,075.00	-15,881.11	-146,925.00	18.4%
TOTAL STATE-SHARED REVENUE						
	-27,960,000.00	-27,960,000.00	-4,667,808.01	-2,236,814.81	-23,292,191.99	16.7%

27 CITY-CTY SHARED REV

001001 227001		RESTAURANT INSPECTION FEE				
	-4,500.00	-4,500.00	-5,200.00	-1,900.00	700.00	115.6%
001001 227002		BUSINESS INSPECTION FEE				
	-50,000.00	-50,000.00	-21,430.00	-8,310.00	-28,570.00	42.9%
001001 227003		APARTMENT/HOTEL INSPECTION				
	-3,000.00	-3,000.00	-850.00	-200.00	-2,150.00	28.3%
TOTAL CITY-CTY SHARED REV						
	-57,500.00	-57,500.00	-27,480.00	-10,410.00	-30,020.00	47.8%

28 PUBLIC SAFETY

001001 287000		POLICE/FIRE-SPECIAL DUTY				
	-220,000.00	-220,000.00	-37,477.50	-11,573.00	-182,522.50	17.0%
001001 288301		DOJ-ORG CRIME DRUG ENFORCEMENT				
	0.00	0.00	-3,746.33	-3,746.33	3,746.33	100.0%

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
TOTAL PUBLIC SAFETY						
	-220,000.00	-220,000.00	-41,223.83	-15,319.33	-178,776.17	18.7%
29 STR-SAN CHARGES						
001001 291000	PARKING METERS					
	-800.00	-800.00	-88.75	0.00	-711.25	11.1%
001001 295100	RECYCLING PICK UP					
	-110,000.00	-110,000.00	-9,012.54	-9,012.54	-100,987.46	8.2%
001001 296500	RESIDENTL WASTE COLLECTN					
	-2,050,000.00	-2,050,000.00	-286,381.04	-286,381.04	-1,763,618.96	14.0%
TOTAL STR-SAN CHARGES						
	-2,160,800.00	-2,160,800.00	-295,482.33	-295,393.58	-1,865,317.67	13.7%
33 FINES & FORFEITS						
001001 332100	CITY COURT COSTS					
	-85,000.00	-85,000.00	-10,185.35	-4,639.23	-74,814.65	12.0%
001001 332700	ANIMAL CONTROL					
	0.00	0.00	-0.72	0.00	0.72	100.0%
001001 332800	COURT TECHNOLOGY FEE					
	-170,000.00	-170,000.00	-23,051.13	-10,519.67	-146,948.87	13.6%
001001 335000	INTELLISAFE REVENUE					
	0.00	0.00	-48,601.94	0.00	48,601.94	100.0%
TOTAL FINES & FORFEITS						
	-255,000.00	-255,000.00	-81,839.14	-15,158.90	-173,160.86	32.1%
34 MISCELLANEOUS						
001001 340500	CHECKING ACCOUNT INTEREST					
	-65,000.00	-65,000.00	-91,766.23	-89,339.74	26,766.23	141.2%
001001 341201	TRAIN DEPOT FACILITY					
	-26,000.00	-26,000.00	-2,925.00	-1,025.00	-23,075.00	11.3%
001001 341207	MERCHANTS					
	-2,400.00	-2,400.00	-400.00	-200.00	-2,000.00	16.7%

REVENUE REPORT

FOR 2025 02

		ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
001001	341500		PARKING GARAGE-CIVIC CTR				
		-12,000.00	-12,000.00	-1,020.00	-1,020.00	-10,980.00	8.5%
001001	341600		PARKING GARAGE-PINE ST.				
		-12,000.00	-12,000.00	-975.00	-480.00	-11,025.00	8.1%
001001	341701		MAIN STREET PARKING LOT				
		-5,000.00	-5,000.00	-260.00	0.00	-4,740.00	5.2%
001001	342000		CEMETERY FEES				
		-40,000.00	-40,000.00	-4,005.00	-2,100.00	-35,995.00	10.0%
001001	345501		CONTR-HISTORIC HBRG DWTWN ASSO				
		-40,000.00	-40,000.00	-30,000.00	0.00	-10,000.00	75.0%
001001	347000		CONTRIB. MIDNIGHT ON FRONT ST				
		-4,000.00	-4,000.00	-4,250.00	0.00	250.00	106.3%
001001	347500		CONTRIB-COMMUNITY DEVELOPMENT				
		0.00	0.00	-500.00	0.00	500.00	100.0%
TOTAL MISCELLANEOUS		-206,400.00	-206,400.00	-136,101.23	-94,164.74	-70,298.77	65.9%
35 OTHER - MISC							
001001	359000		POLICE DEPT-MISC CHARGES				
		-550,000.00	-550,000.00	-95,783.04	-47,838.48	-454,216.96	17.4%
TOTAL OTHER - MISC		-550,000.00	-550,000.00	-95,783.04	-47,838.48	-454,216.96	17.4%
38 TRANSFERS IN							
001001	380027		T/F TAX COLLECTORS-GPT				
		-21,400,000.00	-21,400,000.00	-320,444.27	-159,691.60	-21,079,555.73	1.5%
001001	3800EB		T/F TAX COLL-EXCESS BID				
		-100,000.00	-100,000.00	-105,645.48	0.00	5,645.48	105.6%
001001	3800IP		T/F TAX COLL-INT/PEN				
		-300,000.00	-300,000.00	-34,998.23	-8,454.24	-265,001.77	11.7%
TOTAL TRANSFERS IN		-21,800,000.00	-21,800,000.00	-461,087.98	-168,145.84	-21,338,912.02	2.1%
39 NON-REVENUE RECEIPTS							
001001	392000		SALE OF REAL ESTATE				
		0.00	0.00	-21,000.00	-21,000.00	21,000.00	100.0%

REVENUE REPORT

FOR 2025 02

		ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
001001	393000		SALE OF CEMETERY LOTS				
		-70,000.00	-70,000.00	-5,175.00	-2,250.00	-64,825.00	7.4%
001001	394300		SALE OF SCRAP MATERIAL				
		-20,000.00	-20,000.00	-267.30	-112.20	-19,732.70	1.3%
001001	395900		COPIES/RECORDS REQUEST FEES				
		-200.00	-200.00	-250.00	0.00	50.00	125.0%
001001	396500		REFUND & RECOVERY				
		-25,000.00	-25,000.00	-17,427.60	-4,529.81	-7,572.40	69.7%
001001	396501		OPIOID SETTLEMENT PROCEEDS				
		0.00	0.00	-6,476.65	0.00	6,476.65	100.0%
TOTAL NON-REVENUE RECEIPTS		-115,200.00	-115,200.00	-50,596.55	-27,892.01	-64,603.45	43.9%
TOTAL REVENUES		-62,625,888.00	-62,625,888.00	-8,083,403.02	-3,180,249.37	-54,542,484.98	12.9%
TOTAL General Fund		-62,625,888.00	-62,625,888.00	-8,083,403.02	-3,180,249.37	-54,542,484.98	12.9%
TOTAL REVENUES		-62,625,888.00	-62,625,888.00	-8,083,403.02	-3,180,249.37	-54,542,484.98	
002 PARKS & RECREATION FUND							
002001 PKS/REC FUND REVENUES							
25 STATE GRANTS							
002001	259900		MISC OTHER GRANTS				
		0.00	0.00	-1,750.00	0.00	1,750.00	100.0%
TOTAL STATE GRANTS		0.00	0.00	-1,750.00	0.00	1,750.00	100.0%
30 MISCELLANEOUS							
002001	315000		BALLFIELD USE FEES				
		-1,500.00	-1,500.00	-125.00	-125.00	-1,375.00	8.3%

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
002001 315100		PARKS-MISC USE FEES				
	-8,300.00	-8,300.00	-644.00	0.00	-7,656.00	7.8%
002001 315900		PROCESSING FEE				
	-1,300.00	-1,300.00	-125.00	0.00	-1,175.00	9.6%
002001 316203		ADULT CO-ED SOFTBALL				
	-2,000.00	-2,000.00	-450.00	0.00	-1,550.00	22.5%
002001 316204		ADULT MEN'S SOFTBALL				
	-5,000.00	-5,000.00	-300.00	0.00	-4,700.00	6.0%
002001 317000		CERAMICS CLASS FEES				
	-2,250.00	-2,250.00	-950.00	-350.00	-1,300.00	42.2%
002001 317800		DRAMA,ART,DANCE LESSONS				
	-30,000.00	-30,000.00	-6,925.00	-2,515.00	-23,075.00	23.1%
TOTAL MISCELLANEOUS						
	-50,350.00	-50,350.00	-9,519.00	-2,990.00	-40,831.00	18.9%
34 MISCELLANEOUS						
002001 340500		CHECKING ACCOUNT INTEREST				
	-24,000.00	-24,000.00	-6,113.81	-2,661.86	-17,886.19	25.5%
TOTAL MISCELLANEOUS						
	-24,000.00	-24,000.00	-6,113.81	-2,661.86	-17,886.19	25.5%
38 TRANSFERS IN						
002001 380027		T/F TAX COLLECTORS-GPT				
	-1,040,000.00	-1,040,000.00	-15,416.49	-7,706.60	-1,024,583.51	1.5%
TOTAL TRANSFERS IN						
	-1,040,000.00	-1,040,000.00	-15,416.49	-7,706.60	-1,024,583.51	1.5%
TOTAL PKS/REC FUND REVENUES						
	-1,114,350.00	-1,114,350.00	-32,799.30	-13,358.46	-1,081,550.70	2.9%
TOTAL PARKS & RECREATION FUND						
	-1,114,350.00	-1,114,350.00	-32,799.30	-13,358.46	-1,081,550.70	2.9%
TOTAL REVENUES						
	-1,114,350.00	-1,114,350.00	-32,799.30	-13,358.46	-1,081,550.70	

004 LIBRARY FUND

004001 LIBRARY FUND REVENUES

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
38 TRANSFERS IN						
004001 380027	T/F TAX COLLECTORS-GPT					
	0.00	0.00	-14,792.67	-7,269.00	14,792.67	100.0%
TOTAL TRANSFERS IN	0.00	0.00	-14,792.67	-7,269.00	14,792.67	100.0%
TOTAL LIBRARY FUND REVENUES	0.00	0.00	-14,792.67	-7,269.00	14,792.67	100.0%
TOTAL LIBRARY FUND	0.00	0.00	-14,792.67	-7,269.00	14,792.67	100.0%
TOTAL REVENUES	0.00	0.00	-14,792.67	-7,269.00	14,792.67	
005 HATT.MUNICIPAL FIRE PROTECTION						
005001 H.M.F.P.FUND REVENUES						
34 MISCELLANEOUS						
005001 340500	CHECKING ACCOUNT INTEREST					
	-5,000.00	-5,000.00	-1,121.79	-676.08	-3,878.21	22.4%
TOTAL MISCELLANEOUS	-5,000.00	-5,000.00	-1,121.79	-676.08	-3,878.21	22.4%
TOTAL H.M.F.P.FUND REVENUES	-5,000.00	-5,000.00	-1,121.79	-676.08	-3,878.21	22.4%
TOTAL HATT.MUNICIPAL FIRE PROTECT	-5,000.00	-5,000.00	-1,121.79	-676.08	-3,878.21	22.4%
TOTAL REVENUES	-5,000.00	-5,000.00	-1,121.79	-676.08	-3,878.21	
008 SPECIAL STREET IMPR.FUND						
008001 SPEC.ST.IMPR REVENUES						

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
26 STATE-SHARED REVENUE						
008001 265000	MUNICIPAL AID					
	-95,000.00	-95,000.00	-24,356.96	0.00	-70,643.04	25.6%
TOTAL STATE-SHARED REVENUE						
	-95,000.00	-95,000.00	-24,356.96	0.00	-70,643.04	25.6%
34 MISCELLANEOUS						
008001 340500	CHECKING ACCOUNT INTEREST					
	-2,000.00	-2,000.00	-386.24	-190.53	-1,613.76	19.3%
TOTAL MISCELLANEOUS						
	-2,000.00	-2,000.00	-386.24	-190.53	-1,613.76	19.3%
TOTAL SPEC.ST.IMPR REVENUES						
	-97,000.00	-97,000.00	-24,743.20	-190.53	-72,256.80	25.5%
TOTAL SPECIAL STREET IMPR.FUND						
	-97,000.00	-97,000.00	-24,743.20	-190.53	-72,256.80	25.5%
TOTAL REVENUES						
	-97,000.00	-97,000.00	-24,743.20	-190.53	-72,256.80	
009 WATER & SEWER OPERATION/MAINT.						
009001 W&S O&M REVENUES						
29 STR-SAN CHARGES						
009001 295500	LAGOON DUMPING					
	-65,000.00	-65,000.00	-8,170.00	-3,200.00	-56,830.00	12.6%
TOTAL STR-SAN CHARGES						
	-65,000.00	-65,000.00	-8,170.00	-3,200.00	-56,830.00	12.6%
34 MISCELLANEOUS						
009001 340500	CHECKING ACCOUNT INTEREST					

REVENUE REPORT

FOR 2025 02

ORIGINAL	ESTIM REV	REVISED	ESTIM REV	ACTUAL YTD	REVENUE	ACTUAL MTD	REVENUE	REMAINING	REVENUE	% COLL
	-2,000.00		-2,000.00		-255.90		-4.04		-1,744.10	12.8%
TOTAL MISCELLANEOUS	-2,000.00		-2,000.00		-255.90		-4.04		-1,744.10	12.8%
38 TRANSFERS IN										
009001 380011		T/F WATER & SEWER								
	-15,000,000.00		-15,000,000.00		-1,250,000.00		-1,250,000.00		-13,750,000.00	8.3%
TOTAL TRANSFERS IN	-15,000,000.00		-15,000,000.00		-1,250,000.00		-1,250,000.00		-13,750,000.00	8.3%
39 NON-REVENUE RECEIPTS										
009001 394300		SALE OF SCRAP MATERIAL								
	-3,500.00		-3,500.00		-12,898.40		-5,860.00		9,398.40	368.5%
TOTAL NON-REVENUE RECEIPTS	-3,500.00		-3,500.00		-12,898.40		-5,860.00		9,398.40	368.5%
TOTAL W&S O&M REVENUES	-15,070,500.00		-15,070,500.00		-1,271,324.30		-1,259,064.04		-13,799,175.70	8.4%
TOTAL WATER & SEWER OPERATION/MAI	-15,070,500.00		-15,070,500.00		-1,271,324.30		-1,259,064.04		-13,799,175.70	8.4%
TOTAL REVENUES	-15,070,500.00		-15,070,500.00		-1,271,324.30		-1,259,064.04		-13,799,175.70	
010 WATER & SEWER B & I										
010001 W&S B&I REVENUES										
34 MISCELLANEOUS										
010001 340500		CHECKING ACCOUNT INTEREST								
	-150,000.00		-150,000.00		-35,710.77		-18,758.33		-114,289.23	23.8%

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
TOTAL MISCELLANEOUS						
	-150,000.00	-150,000.00	-35,710.77	-18,758.33	-114,289.23	23.8%
38 TRANSFERS IN						
010001 380021	T/F 21 REFUNDING					
	-4,560,000.00	-4,560,000.00	-380,000.00	-380,000.00	-4,180,000.00	8.3%
010001 3800C	T/F WATER & SEWER '13					
	-1,380,000.00	-1,380,000.00	-115,000.00	-115,000.00	-1,265,000.00	8.3%
010001 3800GO	T/F '10 W&S GO BONDS					
	-270,000.00	-270,000.00	-22,500.00	-22,500.00	-247,500.00	8.3%
010001 3800M	T/F WTR/SWR(METER GO)					
	-840,000.00	-840,000.00	-70,000.00	-70,000.00	-770,000.00	8.3%
TOTAL TRANSFERS IN						
	-7,050,000.00	-7,050,000.00	-587,500.00	-587,500.00	-6,462,500.00	8.3%
TOTAL W&S B&I REVENUES						
	-7,200,000.00	-7,200,000.00	-623,210.77	-606,258.33	-6,576,789.23	8.7%
TOTAL WATER & SEWER B & I						
	-7,200,000.00	-7,200,000.00	-623,210.77	-606,258.33	-6,576,789.23	8.7%
TOTAL REVENUES						
	-7,200,000.00	-7,200,000.00	-623,210.77	-606,258.33	-6,576,789.23	
011 WATER & SEWER FUND						
011001 WATER & SEWER REVENUES						
22 LICENSES & PERMITS						
011001 229000	NSF CHECK FEE					
	-4,000.00	-4,000.00	-1,360.00	-720.00	-2,640.00	34.0%
TOTAL LICENSES & PERMITS						
	-4,000.00	-4,000.00	-1,360.00	-720.00	-2,640.00	34.0%
30 MISCELLANEOUS						
011001 360001	RESIDENTIAL WATER-NO TAX					

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
011001 360002	-8,140,000.00	-8,140,000.00	-1,351,194.60	-607,267.48	-6,788,805.40	16.6%
		TAXABLE WATER SALES				
011001 360011	-4,850,000.00	-4,850,000.00	-874,086.22	-358,492.19	-3,975,913.78	18.0%
		NON-RESIDENTIAL WATER				
011001 361000	-1,400,000.00	-1,400,000.00	-283,943.31	-132,785.88	-1,116,056.69	20.3%
		TAPS				
011001 362000	-190,000.00	-190,000.00	-13,065.20	-7,975.00	-176,934.80	6.9%
		WATER TURN-ON FEE				
011001 362500	-70,000.00	-70,000.00	-19,443.27	-6,410.30	-50,556.73	27.8%
		SEWER TAPS				
011001 363001	-45,000.00	-45,000.00	-4,500.00	-3,000.00	-40,500.00	10.0%
		NON-RESIDENTIAL SEWER				
011001 363002	-5,200,000.00	-5,200,000.00	-778,214.62	-318,390.72	-4,421,785.38	15.0%
		RESIDENTIAL SEWER				
011001 363011	-7,900,000.00	-7,900,000.00	-1,205,266.42	-573,223.24	-6,694,733.58	15.3%
		OTHER SPEC SWR CONTRACTS				
	-1,080,000.00	-1,080,000.00	-207,675.85	-96,528.09	-872,324.15	19.2%
TOTAL MISCELLANEOUS	-28,875,000.00	-28,875,000.00	-4,737,389.49	-2,104,072.90	-24,137,610.51	16.4%
34 MISCELLANEOUS						
011001 340500		CHECKING ACCOUNT INTEREST				
	-140,000.00	-140,000.00	-25,819.08	-13,031.22	-114,180.92	18.4%
TOTAL MISCELLANEOUS	-140,000.00	-140,000.00	-25,819.08	-13,031.22	-114,180.92	18.4%
TOTAL WATER & SEWER REVENUES	-29,019,000.00	-29,019,000.00	-4,764,568.57	-2,117,824.12	-24,254,431.43	16.4%
TOTAL WATER & SEWER FUND	-29,019,000.00	-29,019,000.00	-4,764,568.57	-2,117,824.12	-24,254,431.43	16.4%
TOTAL REVENUES	-29,019,000.00	-29,019,000.00	-4,764,568.57	-2,117,824.12	-24,254,431.43	

012 2019 TIF B&I-PLANET FITNESS

012001 TIF B&I-PLANET FITNES-REVENUES

34 MISCELLANEOUS

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
012001 340500						
	CHECKING ACCOUNT INTEREST					
	-400.00	-400.00	-26.40	-5.87	-373.60	6.6%
TOTAL MISCELLANEOUS						
	-400.00	-400.00	-26.40	-5.87	-373.60	6.6%
TOTAL TIF B&I-PLANET FITNESS-REVEN						
	-400.00	-400.00	-26.40	-5.87	-373.60	6.6%
TOTAL 2019 TIF B&I-PLANET FITNESS						
	-400.00	-400.00	-26.40	-5.87	-373.60	6.6%
TOTAL REVENUES						
	-400.00	-400.00	-26.40	-5.87	-373.60	
013 CITY B & I						
013001 CITY B&I REVENUES						
34 MISCELLANEOUS						
013001 340500						
	CHECKING ACCOUNT INTEREST					
	-12,000.00	-12,000.00	-810.36	-187.45	-11,189.64	6.8%
TOTAL MISCELLANEOUS						
	-12,000.00	-12,000.00	-810.36	-187.45	-11,189.64	6.8%
38 TRANSFERS IN						
013001 380027						
	T/F TAX COLLECTORS-GPT					
	-2,600,000.00	-2,600,000.00	-38,582.21	-19,287.00	-2,561,417.79	1.5%
TOTAL TRANSFERS IN						
	-2,600,000.00	-2,600,000.00	-38,582.21	-19,287.00	-2,561,417.79	1.5%
TOTAL CITY B&I REVENUES						
	-2,612,000.00	-2,612,000.00	-39,392.57	-19,474.45	-2,572,607.43	1.5%
TOTAL CITY B & I						
	-2,612,000.00	-2,612,000.00	-39,392.57	-19,474.45	-2,572,607.43	1.5%
TOTAL REVENUES						
	-2,612,000.00	-2,612,000.00	-39,392.57	-19,474.45	-2,572,607.43	

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
014 SCHOOL FUND						
014001 SCHOOL FUND REVENUES						
38 TRANSFERS IN						
014001 380027	T/F TAX COLLECTORS-GPT					
0.00	0.00		-296,344.67	-143,381.61	296,344.67	100.0%
014001 3800SB	T/F TAX COLLECTOR-GPT-'88 BND					
0.00	0.00		-37,316.37	-18,046.11	37,316.37	100.0%
TOTAL TRANSFERS IN						
0.00	0.00		-333,661.04	-161,427.72	333,661.04	100.0%
TOTAL SCHOOL FUND REVENUES						
0.00	0.00		-333,661.04	-161,427.72	333,661.04	100.0%
TOTAL SCHOOL FUND						
0.00	0.00		-333,661.04	-161,427.72	333,661.04	100.0%
TOTAL REVENUES						
0.00	0.00		-333,661.04	-161,427.72	333,661.04	
018 POLICE & FIREMAN DIS. & RELIEF						
018001 P&FD&R REVENUES						
38 TRANSFERS IN						
018001 380027	T/F TAX COLLECTORS-GPT					
0.00	0.00		-16,882.08	-9,061.44	16,882.08	100.0%
TOTAL TRANSFERS IN						
0.00	0.00		-16,882.08	-9,061.44	16,882.08	100.0%
TOTAL P&FD&R REVENUES						
0.00	0.00		-16,882.08	-9,061.44	16,882.08	100.0%

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
TOTAL POLICE & FIREMAN DIS. & REL 0.00	0.00	-16,882.08	-9,061.44	16,882.08	100.0%
TOTAL REVENUES 0.00	0.00	-16,882.08	-9,061.44	16,882.08	
019 POLICE FORFEITURES FUND					
019001 POL.FORFEITURES REVENUES					
33 FINES & FORFEITS					
019001 332100 CITY COURT COSTS - DARE 0.00	0.00	-1,449.62	-766.88	1,449.62	100.0%
019001 332300 NARC.FORFEITURES-POLICE 0.00	0.00	-2,769.80	-2,769.80	2,769.80	100.0%
TOTAL FINES & FORFEITS 0.00	0.00	-4,219.42	-3,536.68	4,219.42	100.0%
34 MISCELLANEOUS					
019001 340500 CHECKING ACCOUNT INTEREST 0.00	0.00	-9.32	-4.72	9.32	100.0%
TOTAL MISCELLANEOUS 0.00	0.00	-9.32	-4.72	9.32	100.0%
TOTAL POL.FORFEITURES REVENUES 0.00	0.00	-4,228.74	-3,541.40	4,228.74	100.0%
TOTAL POLICE FORFEITURES FUND 0.00	0.00	-4,228.74	-3,541.40	4,228.74	100.0%
TOTAL REVENUES 0.00	0.00	-4,228.74	-3,541.40	4,228.74	

020 2002 TIF B&I-SOUTHERN POINTE**020001 2002 TIF B&I-S/P REVENUES****34 MISCELLANEOUS**

REVENUE REPORT

FOR 2025 02

	ORIGINAL	ESTIM	REV	REVISED	ESTIM	REV	ACTUAL	YTD	REVENUE	ACTUAL	MTD	REVENUE	REMAINING	REVENUE	%	COLL
020001 340500				CHECKING	ACCOUNT	INTEREST										
			-1,000.00			-1,000.00			-78.75			-17.34		-921.25		7.9%
TOTAL MISCELLANEOUS			-1,000.00			-1,000.00			-78.75			-17.34		-921.25		7.9%
TOTAL 2002 TIF B&I-S/P REVENUES			-1,000.00			-1,000.00			-78.75			-17.34		-921.25		7.9%
TOTAL 2002 TIF B&I-SOUTHERN POINT			-1,000.00			-1,000.00			-78.75			-17.34		-921.25		7.9%
TOTAL REVENUES			-1,000.00			-1,000.00			-78.75			-17.34		-921.25		

022 2003 TIF B&I-CHAUVET SQUARE

022001 2003 TIF B&I-C/S REVENUES

34 MISCELLANEOUS

022001 340500			0.00	CHECKING	ACCOUNT	INTEREST			-43.41			-9.56		43.41		100.0%
TOTAL MISCELLANEOUS			0.00			0.00			-43.41			-9.56		43.41		100.0%
TOTAL 2003 TIF B&I-C/S REVENUES			0.00			0.00			-43.41			-9.56		43.41		100.0%
TOTAL 2003 TIF B&I-CHAUVET SQUARE			0.00			0.00			-43.41			-9.56		43.41		100.0%
TOTAL REVENUES			0.00			0.00			-43.41			-9.56		43.41		

023 2006 TIF B&I-TURTLE CROSSING

023001 2007 TIF B&I-T/C REVENUES

34 MISCELLANEOUS

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
023001 340500 CHECKING ACCOUNT INTEREST						
	-500.00	-500.00	-48.92	-10.77	-451.08	9.8%
TOTAL MISCELLANEOUS						
	-500.00	-500.00	-48.92	-10.77	-451.08	9.8%
TOTAL 2007 TIF B&I-T/C REVENUES						
	-500.00	-500.00	-48.92	-10.77	-451.08	9.8%
TOTAL 2006 TIF B&I-TURTLE CROSSIN						
	-500.00	-500.00	-48.92	-10.77	-451.08	9.8%
TOTAL REVENUES						
	-500.00	-500.00	-48.92	-10.77	-451.08	
024 2008 TIF B&I-LINCOLN CENTER						
024001 2008 TIF B&I-L/C REVENUES						
34 MISCELLANEOUS						
024001 340500 CHECKING ACCOUNT INTEREST						
	0.00	0.00	-1.54	-0.34	1.54	100.0%
TOTAL MISCELLANEOUS						
	0.00	0.00	-1.54	-0.34	1.54	100.0%
TOTAL 2008 TIF B&I-L/C REVENUES						
	0.00	0.00	-1.54	-0.34	1.54	100.0%
TOTAL 2008 TIF B&I-LINCOLN CENTER						
	0.00	0.00	-1.54	-0.34	1.54	100.0%
TOTAL REVENUES						
	0.00	0.00	-1.54	-0.34	1.54	
026 2016 TIF B&I-WHISPERING PINES						
026001 2016 TIF B&I-WHISP PINES REVEN						
34 MISCELLANEOUS						

REVENUE REPORT

FOR 2025 02

	ORIGINAL ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
026001 340500						
	-1,500.00	CHECKING ACCOUNT INTEREST -1,500.00	-155.17	-34.17	-1,344.83	10.3%
TOTAL MISCELLANEOUS	-1,500.00	-1,500.00	-155.17	-34.17	-1,344.83	10.3%
TOTAL 2016 TIF B&I-WHISP PINES RE	-1,500.00	-1,500.00	-155.17	-34.17	-1,344.83	10.3%
TOTAL 2016 TIF B&I-WHISPERING PIN	-1,500.00	-1,500.00	-155.17	-34.17	-1,344.83	10.3%
TOTAL REVENUES	-1,500.00	-1,500.00	-155.17	-34.17	-1,344.83	

027 TAX COLLECTOR'S FUND

027001 TAX COLLECTOR'S REVENUES

20 REVENUES

027001 2010CI	0.00	PRSNLTY AUTO-CITY 0.00	-134,104.07	-133,229.03	134,104.07	100.0%
027001 2010SC	0.00	PRSNLTY AUTO-SCHOOL 0.00	-108,524.82	-105,215.07	108,524.82	100.0%
027001 203100	0.00	NON-EXEMPT REALTY P/Y 0.00	-16,209.67	-3,320.34	16,209.67	100.0%
027001 203500	0.00	EXEMPT REALTY P/Y 0.00	-18,688.54	-3,949.85	18,688.54	100.0%
027001 204000	0.00	PERSONALTY-AUTO P/Y 0.00	-445,504.63	-113,022.79	445,504.63	100.0%
027001 205000	0.00	PERSONALTY P/Y 0.00	-20,642.12	-7,653.40	20,642.12	100.0%
027001 210000	0.00	INT/PENALTY ON DEL. TAXES 0.00	-34,998.23	-8,454.24	34,998.23	100.0%
027001 211000	0.00	EXCESS BID-PROP. TAXES 0.00	-105,645.48	0.00	105,645.48	100.0%
TOTAL REVENUES	0.00	0.00	-884,317.56	-374,844.72	884,317.56	100.0%

34 MISCELLANEOUS

REVENUE REPORT

FOR 2025 02

ORIGINAL	ESTIM REV	REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
027001 340500						
	CHECKING ACCOUNT INTEREST					
	0.00	0.00	-5,132.39	-1,928.93	5,132.39	100.0%
TOTAL MISCELLANEOUS						
	0.00	0.00	-5,132.39	-1,928.93	5,132.39	100.0%
TOTAL TAX COLLECTOR'S REVENUES						
	0.00	0.00	-889,449.95	-376,773.65	889,449.95	100.0%
TOTAL TAX COLLECTOR'S FUND						
	0.00	0.00	-889,449.95	-376,773.65	889,449.95	100.0%
TOTAL REVENUES						
	0.00	0.00	-889,449.95	-376,773.65	889,449.95	

028 2016 TIF B&I-HBRG CLINIC MIDTN**028001 2016 TIF B&I-HBRG CLINIC MIDTN****34 MISCELLANEOUS**

028001 340500						
	CHECKING ACCOUNT INTEREST					
	-700.00	-700.00	-21.16	-4.66	-678.84	3.0%
TOTAL MISCELLANEOUS						
	-700.00	-700.00	-21.16	-4.66	-678.84	3.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI						
	-700.00	-700.00	-21.16	-4.66	-678.84	3.0%
TOTAL 2016 TIF B&I-HBRG CLINIC MI						
	-700.00	-700.00	-21.16	-4.66	-678.84	3.0%
TOTAL REVENUES						
	-700.00	-700.00	-21.16	-4.66	-678.84	

039 AIRPORT IMPROVEMENT FUND**039001 AIRPORT IMPR. REVENUES****34 MISCELLANEOUS**

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
039001 340500		CHECKING ACCOUNT INTEREST				
	-1,800.00	-1,800.00	-807.36	-491.70	-992.64	44.9%
039001 341221		SOUTHEAST AVIATION SERV.				
	-15,775.00	-15,775.00	-7,468.51	-2,220.41	-8,306.49	47.3%
039001 341222		SE AVIATION BLDG LAND LEASE				
	-6,000.00	-6,000.00	-1,150.00	0.00	-4,850.00	19.2%
TOTAL MISCELLANEOUS	-23,575.00	-23,575.00	-9,425.87	-2,712.11	-14,149.13	40.0%
TOTAL AIRPORT IMPR. REVENUES	-23,575.00	-23,575.00	-9,425.87	-2,712.11	-14,149.13	40.0%
TOTAL AIRPORT IMPROVEMENT FUND	-23,575.00	-23,575.00	-9,425.87	-2,712.11	-14,149.13	40.0%
TOTAL REVENUES	-23,575.00	-23,575.00	-9,425.87	-2,712.11	-14,149.13	

050 2015A TIF B&I-RIDGE/TURTLE CRK

050001 2015A TIF B&I-RIDGE/TURTLE CRK

34 MISCELLANEOUS

050001 340500		CHECKING ACCOUNT INTEREST				
	0.00	0.00	-22.65	-4.76	22.65	100.0%
TOTAL MISCELLANEOUS	0.00	0.00	-22.65	-4.76	22.65	100.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE	0.00	0.00	-22.65	-4.76	22.65	100.0%
TOTAL 2015A TIF B&I-RIDGE/TURTLE	0.00	0.00	-22.65	-4.76	22.65	100.0%
TOTAL REVENUES	0.00	0.00	-22.65	-4.76	22.65	

051 2015B TIF B&I-MIDTOWN MARKET

051001 2015B TIF B&I-MIDTOWN MARKET

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
34 MISCELLANEOUS						
051001 340500	CHECKING ACCOUNT INTEREST					
	0.00	0.00	-4.01	-0.85	4.01	100.0%
TOTAL MISCELLANEOUS	0.00	0.00	-4.01	-0.85	4.01	100.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	0.00	0.00	-4.01	-0.85	4.01	100.0%
TOTAL 2015B TIF B&I-MIDTOWN MARKE	0.00	0.00	-4.01	-0.85	4.01	100.0%
TOTAL REVENUES	0.00	0.00	-4.01	-0.85	4.01	
052 2019 TIF B&I-ELAM ARMS MIDTOWN						
052001 2019 TIF B&I ELAM ARMS MIDTOWN						
34 MISCELLANEOUS						
052001 340500	CHECKING ACCOUNT INTEREST					
	-1,500.00	-1,500.00	-99.18	-21.90	-1,400.82	6.6%
TOTAL MISCELLANEOUS	-1,500.00	-1,500.00	-99.18	-21.90	-1,400.82	6.6%
TOTAL 2019 TIF B&I ELAM ARMS MIDT	-1,500.00	-1,500.00	-99.18	-21.90	-1,400.82	6.6%
TOTAL 2019 TIF B&I-ELAM ARMS MIDT	-1,500.00	-1,500.00	-99.18	-21.90	-1,400.82	6.6%
TOTAL REVENUES	-1,500.00	-1,500.00	-99.18	-21.90	-1,400.82	
072 MUNICIPAL ROAD & BRIDGE						
072001 MUN.ROAD&BRIDGE REVENUES						

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV				REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
27 CITY-CTY SHARED REV								
072001	271000	PRO-RATA CTY RD TAX-FORREST						
	-950,000.00	-950,000.00		-17,319.97	-8,946.96	-932,680.03	1.8%	
072001	271500	PRO-RATA CTY RD TAX-LAMAR						
	-1,000,000.00	-1,000,000.00		-10,754.19	-5,295.26	-989,245.81	1.1%	
TOTAL CITY-CTY SHARED REV								
	-1,950,000.00	-1,950,000.00		-28,074.16	-14,242.22	-1,921,925.84	1.4%	
34 MISCELLANEOUS								
072001	340500	CHECKING ACCOUNT INTEREST						
	0.00	0.00		-2,629.55	-830.56	2,629.55	100.0%	
TOTAL MISCELLANEOUS								
	0.00	0.00		-2,629.55	-830.56	2,629.55	100.0%	
TOTAL MUN.ROAD&BRIDGE REVENUES								
	-1,950,000.00	-1,950,000.00		-30,703.71	-15,072.78	-1,919,296.29	1.6%	
TOTAL MUNICIPAL ROAD & BRIDGE								
	-1,950,000.00	-1,950,000.00		-30,703.71	-15,072.78	-1,919,296.29	1.6%	
TOTAL REVENUES								
	-1,950,000.00	-1,950,000.00		-30,703.71	-15,072.78	-1,919,296.29		
073 MASS TRANSIT FUND								
073001 MASS TRANSIT REVENUES								
23 FEDERAL GRANTS								
073001	234000	UMTA-MASS TRANS-OPER.C/Y						
	-10,023.00	-10,023.00		-29,060.00	0.00	19,037.00	289.9%	
073001	234100	UMTA-MASS TRANS-CAPTL.						
	-1,433,503.00	-1,433,503.00		-109,667.00	0.00	-1,323,836.00	7.7%	
073001	234400	UMTA-MASS TRANS-PREV.C/Y						
	-904,139.00	-904,139.00		-69,197.00	0.00	-834,942.00	7.7%	

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
TOTAL FEDERAL GRANTS						
-2,347,665.00		-2,347,665.00	-207,924.00	0.00	-2,139,741.00	8.9%
34 MISCELLANEOUS						
073001 340500	CHECKING ACCOUNT INTEREST					
-1,666.00		-1,666.00	-73.88	-21.05	-1,592.12	4.4%
TOTAL MISCELLANEOUS						
-1,666.00		-1,666.00	-73.88	-21.05	-1,592.12	4.4%
35 OTHER - MISC						
073001 352500	BUS FARES-FIXED ROUTES					
-288.00		-288.00	-5,032.75	-2,202.04	4,744.75	1747.5%
073001 352700	BUS FARES-DEMAND RES(PARATRAM)					
-155.00		-155.00	-291.84	-109.73	136.84	188.3%
073001 353500	ADVERTISING					
-700.00		-700.00	-141.45	0.00	-558.55	20.2%
TOTAL OTHER - MISC						
-1,143.00		-1,143.00	-5,466.04	-2,311.77	4,323.04	478.2%
38 TRANSFERS IN						
073001 380027	T/F TAX COLLECTORS-GPT					
-260,000.00		-260,000.00	-3,895.09	-1,947.12	-256,104.91	1.5%
TOTAL TRANSFERS IN						
-260,000.00		-260,000.00	-3,895.09	-1,947.12	-256,104.91	1.5%
TOTAL MASS TRANSIT REVENUES						
-2,610,474.00		-2,610,474.00	-217,359.01	-4,279.94	-2,393,114.99	8.3%
TOTAL MASS TRANSIT FUND						
-2,610,474.00		-2,610,474.00	-217,359.01	-4,279.94	-2,393,114.99	8.3%
TOTAL REVENUES						
-2,610,474.00		-2,610,474.00	-217,359.01	-4,279.94	-2,393,114.99	

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
075 WATER&SEWER CONSTRUCTION FUND						
075001 W&S CONSTR. REVENUES						
34 MISCELLANEOUS						
075001 340500	CHECKING ACCOUNT INTEREST					
	-22,000.00	-22,000.00	-5,380.51	-3,078.85	-16,619.49	24.5%
075001 341114	SBA STRUCTURES (WM CAREY)					
	-15,000.00	-15,000.00	-5,209.49	-1,753.52	-9,790.51	34.7%
075001 341115	CCATT HOLDINGS-WATER WORK HILL					
	-45,000.00	-45,000.00	-1,708.44	0.00	-43,291.56	3.8%
TOTAL MISCELLANEOUS						
	-82,000.00	-82,000.00	-12,298.44	-4,832.37	-69,701.56	15.0%
38 TRANSFERS IN						
075001 380011	T/F WATER & SEWER					
	-5,870,000.00	-5,870,000.00	-676,186.64	-676,186.64	-5,193,813.36	11.5%
TOTAL TRANSFERS IN						
	-5,870,000.00	-5,870,000.00	-676,186.64	-676,186.64	-5,193,813.36	11.5%
TOTAL W&S CONSTR. REVENUES						
	-5,952,000.00	-5,952,000.00	-688,485.08	-681,019.01	-5,263,514.92	11.6%
TOTAL WATER&SEWER CONSTRUCTION FU						
	-5,952,000.00	-5,952,000.00	-688,485.08	-681,019.01	-5,263,514.92	11.6%
TOTAL REVENUES						
	-5,952,000.00	-5,952,000.00	-688,485.08	-681,019.01	-5,263,514.92	
077 COMMUNITY CENTERS' FUND						
077001 COMMUNITY CTR REVENUES						
30 MISCELLANEOUS						
077001 314100	SIGLER CENTER USE FEE					

REVENUE REPORT

FOR 2025 02

	ORIGINAL	ESTIM REV	REVISED	ESTIM REV	ACTUAL YTD	REVENUE	ACTUAL MTD	REVENUE	REMAINING REVENUE	% COLL
077001 314200		-1,000.00		-1,000.00		-725.00		-275.00	-275.00	72.5%
			C.E.ROY/5TH ST.C.C.	USE FEE						
077001 314300		-5,000.00		-5,000.00		-2,291.00		-1,290.00	-2,709.00	45.8%
			JDS C.C.	USE FEE						
077001 314600		-12,000.00		-12,000.00		-2,077.50		-1,087.50	-9,922.50	17.3%
			CULTURAL	CTR USE FEE						
		-4,000.00		-4,000.00		-400.00		-550.00	-3,600.00	10.0%
TOTAL MISCELLANEOUS		-22,000.00		-22,000.00		-5,493.50		-3,202.50	-16,506.50	25.0%
34 MISCELLANEOUS										
077001 340500			CHECKING	ACCOUNT INTEREST						
		-25,000.00		-25,000.00		-3,975.25		-2,114.74	-21,024.75	15.9%
TOTAL MISCELLANEOUS		-25,000.00		-25,000.00		-3,975.25		-2,114.74	-21,024.75	15.9%
TOTAL COMMUNITY CTR REVENUES		-47,000.00		-47,000.00		-9,468.75		-5,317.24	-37,531.25	20.1%
TOTAL COMMUNITY CENTERS' FUND		-47,000.00		-47,000.00		-9,468.75		-5,317.24	-37,531.25	20.1%
TOTAL REVENUES		-47,000.00		-47,000.00		-9,468.75		-5,317.24	-37,531.25	
079 COVID FISCAL RECOVERY FUNDS										
079001 COVID FISCAL RECOVERY REVENUE										
25 STATE GRANTS										
079001 253500			MCWI	WATER INFRASTRUCTURE GRAN						
		-9,923,900.00		-9,923,900.00		-165,235.50		0.00	-9,758,664.50	1.7%
TOTAL STATE GRANTS		-9,923,900.00		-9,923,900.00		-165,235.50		0.00	-9,758,664.50	1.7%
TOTAL COVID FISCAL RECOVERY REVEN		-9,923,900.00		-9,923,900.00		-165,235.50		0.00	-9,758,664.50	1.7%

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
TOTAL COVID FISCAL RECOVERY FUNDS						
-9,923,900.00		-9,923,900.00	-165,235.50	0.00	-9,758,664.50	1.7%
TOTAL REVENUES						
-9,923,900.00		-9,923,900.00	-165,235.50	0.00	-9,758,664.50	
082 COMMUNITY DEVELOP. BLOCK GRANT						
082001 CDBG REVENUES						
24 FEDERAL GRANTS						
082001 2403AD	CDBG-ENT.-ADMINISTRATION					
	0.00	0.00	-2,075.46	0.00	2,075.46	100.0%
082001 2403PD	CDBG-ENT.PROJECT DELIVERY					
	0.00	0.00	-12,211.58	0.00	12,211.58	100.0%
082001 2404AD	HOME ENTIT-ADMINISTRATION					
	0.00	0.00	-1,796.72	0.00	1,796.72	100.0%
TOTAL FEDERAL GRANTS						
0.00		0.00	-16,083.76	0.00	16,083.76	100.0%
34 MISCELLANEOUS						
082001 340500	CHECKING ACCOUNT INTEREST					
	-10,000.00	-10,000.00	-678.74	-333.98	-9,321.26	6.8%
TOTAL MISCELLANEOUS						
-10,000.00		-10,000.00	-678.74	-333.98	-9,321.26	6.8%
TOTAL CDBG REVENUES						
-10,000.00		-10,000.00	-16,762.50	-333.98	6,762.50	167.6%
TOTAL COMMUNITY DEVELOP. BLOCK GR						
-10,000.00		-10,000.00	-16,762.50	-333.98	6,762.50	167.6%
TOTAL REVENUES						
-10,000.00		-10,000.00	-16,762.50	-333.98	6,762.50	
086 SPEC SALES TAX-P&R/UNIV IMPROV						
086001 SPEC SALES TAX P&R/UNIV IMPROV						

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
26 STATE-SHARED REVENUE						
086001 260500	SALES TAX-MOTEL					
	-450,000.00	-450,000.00	-72,486.01	-35,359.15	-377,513.99	16.1%
086001 260700	SALES TAX-FOOD & BEVERAGE					
	-3,100,000.00	-3,100,000.00	-541,426.38	-258,743.38	-2,558,573.62	17.5%
TOTAL STATE-SHARED REVENUE						
	-3,550,000.00	-3,550,000.00	-613,912.39	-294,102.53	-2,936,087.61	17.3%
34 MISCELLANEOUS						
086001 340500	CHECKING ACCOUNT INTEREST					
	0.00	0.00	-7,453.28	-3,374.95	7,453.28	100.0%
TOTAL MISCELLANEOUS						
	0.00	0.00	-7,453.28	-3,374.95	7,453.28	100.0%
TOTAL SPEC SALES TAX P&R/UNIV IMP						
	-3,550,000.00	-3,550,000.00	-621,365.67	-297,477.48	-2,928,634.33	17.5%
TOTAL SPEC SALES TAX-P&R/UNIV IMP						
	-3,550,000.00	-3,550,000.00	-621,365.67	-297,477.48	-2,928,634.33	17.5%
TOTAL REVENUES						
	-3,550,000.00	-3,550,000.00	-621,365.67	-297,477.48	-2,928,634.33	
087 INDUSTRIAL PARK DEVELOPMENT						
087001 INDUSTRIAL PK REVENUES						
34 MISCELLANEOUS						
087001 340500	CHECKING ACCOUNT INTEREST					
	0.00	0.00	-703.33	-414.99	703.33	100.0%
087001 345500	CONTRIBUTIONS-FORREST CTY.					
	0.00	0.00	-78,750.00	0.00	78,750.00	100.0%

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
087001 345600		CONTRIBUTIONS-CITY				
	0.00	0.00	-81,250.00	0.00	81,250.00	100.0%
TOTAL MISCELLANEOUS	0.00	0.00	-160,703.33	-414.99	160,703.33	100.0%
TOTAL INDUSTRIAL PK REVENUES	0.00	0.00	-160,703.33	-414.99	160,703.33	100.0%
TOTAL INDUSTRIAL PARK DEVELOPMENT	0.00	0.00	-160,703.33	-414.99	160,703.33	100.0%
TOTAL REVENUES	0.00	0.00	-160,703.33	-414.99	160,703.33	
088 PUBLIC SAFETY/REC CONSTRUCTION						
088001 PUBLIC SAFETY/REC CONSTRUCTION						
24 FEDERAL GRANTS						
088001 255528		DOT-BUILD GRANT				
	-114,000.00	-114,000.00	-256,367.93	0.00	142,367.93	224.9%
TOTAL FEDERAL GRANTS	-114,000.00	-114,000.00	-256,367.93	0.00	142,367.93	224.9%
34 MISCELLANEOUS						
088001 340500		CHECKING ACCOUNT INTEREST				
	-40,000.00	-40,000.00	-3,991.08	-1,282.54	-36,008.92	10.0%
TOTAL MISCELLANEOUS	-40,000.00	-40,000.00	-3,991.08	-1,282.54	-36,008.92	10.0%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	-154,000.00	-154,000.00	-260,359.01	-1,282.54	106,359.01	169.1%
TOTAL PUBLIC SAFETY/REC CONSTRUCT	-154,000.00	-154,000.00	-260,359.01	-1,282.54	106,359.01	169.1%
TOTAL REVENUES	-154,000.00	-154,000.00	-260,359.01	-1,282.54	106,359.01	

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV		ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
095 2019 FIRE STATION CONSTRUCTION							
095001 2019 FIRE STATION CONSTRUCTION							
34 MISCELLANEOUS							
095001 340500	CHECKING	ACCOUNT INTEREST					
	-25,000.00	-25,000.00		-3,853.18	-1,839.68	-21,146.82	15.4%
TOTAL MISCELLANEOUS							
	-25,000.00	-25,000.00		-3,853.18	-1,839.68	-21,146.82	15.4%
TOTAL 2019 FIRE STATION CONSTRUCT							
	-25,000.00	-25,000.00		-3,853.18	-1,839.68	-21,146.82	15.4%
TOTAL 2019 FIRE STATION CONSTRUCT							
	-25,000.00	-25,000.00		-3,853.18	-1,839.68	-21,146.82	15.4%
TOTAL REVENUES							
	-25,000.00	-25,000.00		-3,853.18	-1,839.68	-21,146.82	
097 INFRA IMPROVE-INTRNT SALES TAX							
097001 INFRA IMPROVE-INTRNT SALES TAX							
34 MISCELLANEOUS							
097001 340500	CHECKING	ACCOUNT INTEREST					
	-50,000.00	-50,000.00		-20,689.81	-10,875.59	-29,310.19	41.4%
TOTAL MISCELLANEOUS							
	-50,000.00	-50,000.00		-20,689.81	-10,875.59	-29,310.19	41.4%
TOTAL INFRA IMPROVE-INTRNT SALES							
	-50,000.00	-50,000.00		-20,689.81	-10,875.59	-29,310.19	41.4%
TOTAL INFRA IMPROVE-INTRNT SALES							
	-50,000.00	-50,000.00		-20,689.81	-10,875.59	-29,310.19	41.4%
TOTAL REVENUES							
	-50,000.00	-50,000.00		-20,689.81	-10,875.59	-29,310.19	

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
098 WATER METER BONDS						
098001 WATER METER BONDS REVENUE						
34 MISCELLANEOUS						
098001 340500	CHECKING ACCOUNT INTEREST					
	-2,000.00	-2,000.00	-1,382.82	-292.77	-617.18	69.1%
TOTAL MISCELLANEOUS						
	-2,000.00	-2,000.00	-1,382.82	-292.77	-617.18	69.1%
TOTAL WATER METER BONDS REVENUE						
	-2,000.00	-2,000.00	-1,382.82	-292.77	-617.18	69.1%
TOTAL WATER METER BONDS						
	-2,000.00	-2,000.00	-1,382.82	-292.77	-617.18	69.1%
TOTAL REVENUES						
	-2,000.00	-2,000.00	-1,382.82	-292.77	-617.18	
107 SPECIAL SALES TAX-T&A						
107001 SPEC.SALES TAX REVENUES						
26 STATE-SHARED REVENUE						
107001 260500	SALES TAX-MOTEL					
	0.00	0.00	-128,464.09	-63,530.60	128,464.09	100.0%
TOTAL STATE-SHARED REVENUE						
	0.00	0.00	-128,464.09	-63,530.60	128,464.09	100.0%
TOTAL SPEC.SALES TAX REVENUES						
	0.00	0.00	-128,464.09	-63,530.60	128,464.09	100.0%
TOTAL SPECIAL SALES TAX-T&A						
	0.00	0.00	-128,464.09	-63,530.60	128,464.09	100.0%
TOTAL REVENUES						
	0.00	0.00	-128,464.09	-63,530.60	128,464.09	

REVENUE REPORT

FOR 2025 02

ORIGINAL ESTIM REV		REVISED ESTIM REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	% COLL
109 GROUP INSURANCE TRUST FUND						
109001 GROUP INS.TRUST REVENUES						
34 MISCELLANEOUS						
109001 340500	CHECKING ACCOUNT INTEREST					
0.00	0.00		-1,838.07	-944.73	1,838.07	100.0%
TOTAL MISCELLANEOUS						
0.00	0.00		-1,838.07	-944.73	1,838.07	100.0%
39 NON-REVENUE RECEIPTS						
109001 396600	HOSP.INS.-P/R DISTRIB					
0.00	0.00		-952,917.40	-418,028.97	952,917.40	100.0%
TOTAL NON-REVENUE RECEIPTS						
0.00	0.00		-952,917.40	-418,028.97	952,917.40	100.0%
TOTAL GROUP INS.TRUST REVENUES						
0.00	0.00		-954,755.47	-418,973.70	954,755.47	100.0%
TOTAL GROUP INSURANCE TRUST FUND						
0.00	0.00		-954,755.47	-418,973.70	954,755.47	100.0%
TOTAL REVENUES						
0.00	0.00		-954,755.47	-418,973.70	954,755.47	
GRAND TOTAL						
-142,047,287.00	-142,047,287.00		-19,389,092.99	-9,258,701.22	-122,658,194.01	13.6%

** END OF REPORT - Generated by LISA HANSON **

REVENUE REPORT

REPORT OPTIONS

	Field #	Total	Page Break	
Sequence 1	1	Y	N	Year/Period: 2025/ 2
Sequence 2	9	Y	N	Print revenue as credit: Y
Sequence 3	10	Y	N	Print totals only: N
Sequence 4	0	N	N	Suppress zero bal accts: N
				Print full GL account: N
				Double space: N
Report title:				Roll projects to object: N
REVENUE REPORT				
				Carry forward code: 1
				Print journal detail: N
Print Full or Short description: F				From Yr/Per: 2025/ 2
Print MTD Version: Y				To Yr/Per: 2025/ 2
Print Revenues-Version headings: Y				Include budget entries: N
Format type: 1				Incl encumb/liq entries: N
Print revenue budgets as zero: N				Sort by JE # or PO #: P
Include Fund Balance: N				Detail format option: 1
Include requisition amount: N				
Multiyear view: D				
Amounts/totals exceed 999 million dollars: N				

Find Criteria

Field Name	Field Value
Org	
Object	
Project	
Rollup code	
Account type	Revenue
Account status	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Urban Development Director
Date: Tuesday, December 17, 2024
Re: Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services on December 5, 2024 and award bid to Terry's Backhoe and Tree Service as the contractor for the term of January 1, 2025 through December 31, 2025.
File Number: 2024-776
Minute Book #

Summary

Acknowledge receipt of term bids for Lot Clearing/Grass Cutting Services for the Code Enforcement Division for 2025.

Recommendation Statement

I recommend the award of the term bids for lot clearing/grass cutting services for the Code Enforcement Division for 2025.

Please place this on the December 17, 2024 City Council meeting for consideration.

BID FORM
LOT CLEARING
December 5, 2024

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer

\$ 90⁰⁰ Bucket 100 c/hr GRAPPLE
a. Year 2019 Make CAT Model T770
b. Year 2020 Make Bobcat Model e32
2024 Kubota STL92

b. Brush cutter/brush hogs (attached to driving equipment)

\$ 65⁰⁰
a. Year 2001 Make Long Model 2360
b. Year 2017 Make Kubota Model MX5200

c. Riding mowers

1. Make SKAG Model CAT \$ 48⁰⁰
2. Make SKAG Model Cub
3. Make _____ Model _____

d. Weedeaters/Trimmers/Edgers/Blower

30thuse
1. Make Stihl Model KM11R \$ 25⁰⁰
2. Make Stihl Blower Model _____
3. Make _____ Model _____

e. Push or walk-behind mowers

1. Make Honda Model 311 \$ 25⁰⁰
2. Make _____ Model _____
3. Make _____ Model _____

Manpower for simple labor (picking up trash & litter, loading by hand, simple hand tools, minor repair, closing and securing of windows & doors.)

*Materials for repairs will either be purchased directly by the city or will be reimbursed to the contractor; materials will be addressed, when necessary, in specific task orders.

\$ 21⁰⁰

Hauling trucks with trailers or dump trucks**

\$ 6⁴⁰ per cu. yd.

**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 05 Int. Capacity: 20 cu. yds.
yds. 06 Int. 23 cu yds

a. Description: 43 MACK Capacity: 16 cu yds
cu. yds.

Description: Load MAX feather Capacity: 26 cu. yds.

1. Other Equipment Not Specified

Description: 3" sump pump \$ 250⁰⁰ per day

Year _____ Make _____ Model _____

Description: Doosan trackhoe \$ 115⁰⁰ per hr

Year 2021 Make _____ Model 140

Description: Generator \$ 65⁰⁰ per hr
concrete saw 4⁰⁰ cu yd

Year _____ Make _____ Model _____

Description: Cutting torches 85⁰⁰ hr
Dozer 2005 CAT D5 100⁰⁰ hr

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Lynnda J. Jurell
Signature

12-3-2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James Agency LLC 1817 Broadway Drive Hattiesburg MS 39402		CONTACT NAME: Cindy Rawls CIIP CISR PHONE (A/C, No, Ext): (601) 268-2242 E-MAIL: rawlsc3@jamesins.com ADDRESS: rawlsc3@jamesins.com	
INSURED TERRY'S BACKHOE & TREE SERVICE LLC 90 LJ FARM RD PETAL MS 394657967		INSURER(S) AFFORDING COVERAGE INSURER A: CAROLINA CAS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	BNUWC0127181	04/08/2023	04/08/2024	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hattiesburg

P O Box 1898

Hattiesburg MS 39403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

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PRODUCER Advantage One Insurance, Inc. 1019 W Pine St Hattiesburg MS 39401		CONTACT NAME: Mark Lyon PHONE (A/C, No, Ext): (601) 544-3222 E-MAIL ADDRESS: marklyon@comcast.net FAX (A/C, No): (601) 475-8993	
INSURED Terrys Backhoe and Tree Servic 90 Lj Farm Rd Petal MS 39465		INSURER(S) AFFORDING COVERAGE INSURER A: OHIO SECURITY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:		BKS66027172	04/07/2023	04/07/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Inland Marine					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Hattiesburg
Attention Building Department
PO BOX 1898
Hattiesburg MS 39403

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AUTHORIZED REPRESENTATIVE

**STATE OF MISSISSIPPI
LICENSE**

**DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762**

No. LT 794

September 16, 2010

Name Lynda Jarrell D/B/A Terry's Tree Service
Address 401 J Farm Road Petal, MS 39465-

The above named individual or firm has complied with the provisions of Section 69-19-1 through 69-19-11, Mississippi Code 1972, and is entitled under this license to engage in the following professional services in Mississippi:

Landscape Gardening



This Is Not A Recommendation But An Official Record

BONDED


Butch Alpe, Director

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE
DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. - 36184

Company Location No. - 372101

Date Issued - July 15, 2013

LYNDA JARRELL
90 L J FARM ROAD
PETAL, MS 39465-

The above named individual has complied with the provisions of § 69-19-1 - 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for TERRY'S BACKHOE & TREE SERVICE, LLC in the license categories TSL,LSL,



John G. Campbell

John G. Campbell, Director

BID FORM
LOT CLEARING
December 5, 2024

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

a. Mini Excavator/Skid Steer

\$ 189/hr

a. Year n/a Make _____ Model _____
b. Year n/a Make _____ Model _____

b. Brush cutter/brush hogs (attached to driving equipment)

\$ 223.80

a. Year 2024 Make Land pricle Model RCR 1872
b. Year n/a Make _____ Model _____

c. Riding mowers

\$ 105

1. Make x-mark Model E series lazer z 48"
2. Make x-mark Model E series lazer z 65"
3. Make Scagg Model Tiger Cat 52"

d. Weedeaters/Trimmers/Edgers/Blower

\$ 95

1. Make Echo Model PE 2620
2. Make Echo Model SRM 2620
3. Make Echo Model PB 9010T

e. Push or walk-behind mowers

\$ 85

1. Make xmark Model Commercial S Series 21"
2. Make n/a Model _____
3. Make n/a Model _____

Manpower for simple labor (picking up trash & litter,
loading by hand, simple hand tools, minor repair, closing
and securing of windows & doors.)

\$ 65

*Materials for repairs will either be purchased directly
by the city or will be reimbursed to the contractor;
materials will be addressed, when necessary, in specific
task orders.

Hauling trucks with trailers or dump trucks**

\$ 88 per cu. yd.

****Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.**

Description: n/a Capacity: _____ cu. yds.

a. Description: n/a Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

1. Other Equipment Not Specified

Description: n/a \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

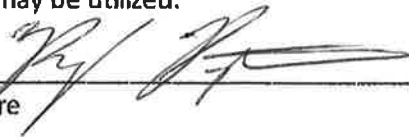
Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature



Date

12/2/24

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until December 5, 2024 at 10:00 a.m. in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: LOT CLEARING FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4523, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the LOT CLEARING AND RELATED SERVICES on which bid is being made and the December 5, 2024 at 10:00 a.m.

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 formalities.

PUBLISHED by Order of the Council on this, the 22nd of October, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

Kernas Eaton/s/
CITY CLERK

(S E A L)

Publish Date: November 7, 2024 & November 14, 2024

SEALED BIDS must be received by 10:00 a.m., December 5, 2024, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

ITEM: LOT CLEARING

FOR CITY OF HATTIESBURG

SUBMITTED BY

CERTIFICATE OF RESPONSIBILITY NO.



BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4523.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of December, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Wiley Quinn, Urban Development Director
Date: Tuesday, December 17, 2024
Re: Acknowledge receipt of term bids for Demolition Services on December 5, 2024 and award bid to MSP Enterprises as the contractor for the term of January 1, 2025 through December 31, 2025.

File Number: 2024-777
Minute Book #

Summary

Acknowledge receipt of term bids for Demolition Services for the Code Enforcement Division for 2025.

Recommendation Statement

I recommend the award of the term bids for demolition services for the Code Enforcement Division for 2025.

Please place this on the December 17, 2024 City Council meeting for consideration.

December 5, 2024

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

- | | | | | |
|---|------------------------|---------------------|--|--------------------------|
| 1. Excavators | | | | \$ 80 ⁰⁰ hr |
| Year <u>2020</u> | Make <u>CAT</u> | Model <u>304</u> | | |
| Year <u>2021</u> | Make <u>DOOSAN</u> | Model <u>140</u> | | 120 ⁰⁰ hr |
| Year <u>2006</u> | Make <u>CAT</u> | Model <u>315L</u> | | 120 ⁰⁰ hr |
| 2. Bulldozers | | | | \$ 100 ⁰⁰ hr |
| Year <u>2008</u> | Make <u>John Deere</u> | Model <u>450</u> | | |
| Year <u>2005</u> | Make <u>CAT</u> | Model <u>D3</u> | | 100 ⁰⁰ hr. |
| 3. Loaders | | | | \$ 80 ⁰⁰ hr- |
| Year <u>2009</u> | Make <u>John Deere</u> | Model <u>310SE</u> | | |
| Year _____ | Make _____ | Model _____ | | |
| 4. Mini-Excavators | | | | \$ 78 ⁰⁰ hr- |
| Year <u>2020</u> | Make <u>Bob cat</u> | Model <u>C32</u> | | |
| Year <u>2019</u> | Make <u>CAT</u> | Model <u>303</u> | | |
| 5. Backhoes | | | | \$ 90 ⁰⁰ hr |
| Year <u>2009</u> | Make <u>John Deere</u> | Model <u>310SE</u> | | |
| Year <u>2000</u> | Make <u>CAT</u> | Model <u>416B</u> | | |
| 6. Brush cutter/brush hogs (attached to driving equipment) | | | | \$ 98 ⁰⁰ hr. |
| Year <u>2001</u> | Make <u>Ldg</u> | Model <u>2360</u> | | |
| Year <u>2017</u> | Make <u>Kubota</u> | Model <u>M45200</u> | | |
| Year <u>2024</u> | Make <u>Kubota</u> | | | |
| 7. Compact skid steers or track steers | | | | \$ 100 ⁰⁰ hr- |
| Year <u>2019</u> | Make <u>Bobcat</u> | Model <u>T770</u> | | |
| Year <u>2024</u> | Make <u>Kubota</u> | Model _____ | | |
| 8. Manpower for simple labor (picking up trash & litter, Loading by hand, simple hand tools, minor repair*) | | | | \$ 25 ⁰⁰ hr |
| *Materials for repairs will either be purchased directly By the city or will be reimbursed to the contractor; Materials will be addressed, when necessary, in specific Task orders. | | | | |

9. Hauling trucks with trailers or dump trucks** \$6.48 per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: 05 International Capacity: 20 cu. yds.

Description: 06 International Capacity: 23 cu. yds.

Description: 1993 Mack Capacity: 14 cu. yds.

10. Other Equipment Not Specified

Description: LOADING \$6.48 per cubic yd.

Year 05 Make _____ Model _____

Description: Sump pump \$250⁰⁰ per DAY

Year _____ Make _____ Model _____

Description: Zoom Boom Forklift/Bucket \$98⁰⁰ per hr.
TRUCK

Year _____ Make _____ Model _____

Description: MAX 80' Reach \$175⁰⁰ per hr.
CONCRETE SAW 4⁰⁰ IN. H.

Year _____ Make _____ Model _____
CHAINSAWS - DRILLS - IMPACT 24⁰⁰ hr.

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date

State of Mississippi

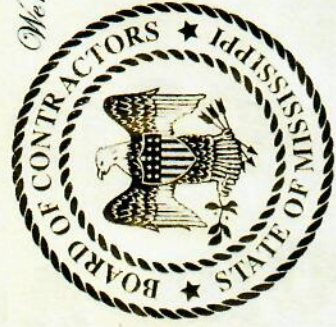
BOARD OF CONTRACTORS

ACTIVE

MSP ENTERPRISES LLC
683 R V LINDLEY RD
MOSELLE, MS 39459

is duly registered and entitled to perform

BUILDING CONSTRUCTION



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 22 day of Sep., 2024

CERTIFICATE OF RESPONSIBILITY

No. 23400-MC

Expires Sep. 22, 2025

Joel A. Carroll,

CHAIRMAN OF THE BOARD



MSPENTE-01

HBREAZEALE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

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PRODUCER Fisher Brown Bottrell Insurance 238 East Capitol Street Suite 900 Jackson, MS 39201	CONTACT NAME: Helen Breazeale, CISR PHONE (A/C, No, Ext): (769) 207-5173 FAX (A/C, No): (601) 208-3057 E-MAIL ADDRESS: Helen.Breazeale@MarshMMA.com
INSURED MSP Enterprises, LLC Mike Patterson 683 RV Lindley Road Moselle, MS 39459	INSURER(S) AFFORDING COVERAGE INSURER A: Builders Mutual Insurance Company NAIC # 10844 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC OTHER:		CPP005959312	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 10,000		MUB002911601	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCP109228102	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		CPP005959312	7/1/2024	7/1/2025	Leased & Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder included as additional insured with respects to General Liability if required by written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Hattiesburg
200 Forrest st
P.O. Box 1898
Hattiesburg, MS 39403

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AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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PRODUCER	CONTACT NAME: Cindy Rawls CIIP CISR
The James Agency LLC	PHONE (A/C, No, Ext): (601) 268-2242 FAX (A/C, No):
1817 Broadway Drive	E-MAIL ADDRESS: rawlsc3@jamesins.com
Hattiesburg MS 39402	INSURER(S) AFFORDING COVERAGE
	INSURER A: FIDELITY & GUAR INS CO NAIC # 35386
INSURED	INSURER B: TRAVELERS IND CO OF CT 25682
Terry's Backhoe & Tree Service	INSURER C:
90 L J Farm Rd	INSURER D:
	INSURER E:
Petal MS 39465	INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BIP1Y573943	04/07/2024	04/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	UB1Y32785A	04/08/2024	04/08/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cindy Rawls CIIP CISR

**STATE OF MISSISSIPPI
LICENSE**

**DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762**

No. LT 794

**Name Lynda Jarrell D/B/A Terry's Tree Service
Address 401 J Farm Road Petal, MS 39465-**

September 16, 2010

The above named individual or firm has complied with the provisions of Section 69-19-1 through 69-19-11, Mississippi Code 1972, and is certified under this license to engage in the following professional services in Mississippi:

Landscape Gardening



This Is Not A Recommendation But An Official Record

BONDED

Butch Alpe
Butch Alpe, Director

STATE OF MISSISSIPPI
PROFESSIONAL SERVICES LICENSE
DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI 39762

ID No. - 36184

Company Location No. - 372101

Date Issued - July 15, 2013

LYNDA JARRELL
90 L J FARM ROAD
PETAL, MS 39465-

The above named individual has complied with the provisions of § 69-19-1 - 69-19-15, Mississippi Code 1972, and is entitled to engage in professional services for TERRY'S BACKHOE & TREE SERVICE, LLC in the license categories TSL,LSL,




John G. Campbell, Director



Mayor Toby Barker

Council-Ward 1
Jeffrey George

Council-Ward 2
Deborah Denard Delgado

Council-Ward 3
Carter Carroll

Council Ward 4
Dave Ware

Council-Ward 5
Nicholas Brown

CITY OF HATTIESBURG PLAN HOLDER'S FORM

Mandatory

If you or your company is interested in bidding on the mentioned project, you must complete this form. You must provide the City Clerk's Office with this necessary information to receive addendums, information regarding the project, and to be listed on the Plan Holders list.

You may send this list back to me by the following methods:

Email- keaton@hattiesburgms.com

Fax- (601) 584-4892

Attn: City Clerk's Office

Project Name: Demolition and Related Services

Name of Company: Southern Enviro Construction LLC

Contact Person: Richard Ellis

Street Address: 27 Water Park Ln.

City: Columbia

State: MS

Zip: 39429

Telephone: 601-466-2340

Fax: N/A

Email Address: vellis.sec@gmail.com

BID FORM
DEMOLITION
December 5, 2024

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators \$ N/A
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
2. Bulldozers \$ N/A
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
3. Loaders \$ N/A
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
4. Mini-Excavators \$ 125.⁰⁰
Year 2012 Make Hyundai Model 352-9A
Year _____ Make _____ Model _____
5. Backhoes \$ 125⁰⁰
Year 2010 Make Catupillar Model 420
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment) \$ N/A
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
7. Compact skid steers or track steers \$ 125⁰⁰
Year 2021 Make Hyundai Model _____
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter,
Loading by hand, simple hand tools, minor repair*) \$ 36.⁵⁰
*Materials for repairs will either be purchased directly
By the city or will be reimbursed to the contractor;
Materials will be addressed, when necessary, in specific
Task orders.

9. Hauling trucks with trailers or dump trucks** \$ 13.00 per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49. Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: Bumper pull dump trailer Capacity: 10 cu. yds.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

10. Other Equipment Not Specified

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.


Signature

12/5/24
Date

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until December 5, 2024 at 10:00 a.m. in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4523, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the DEMOLITION AND RELATED SERVICES on which bid is being made and the December 5, 2024 at 10:00 a.m.

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 formalities.

PUBLISHED by Order of the Council on this, the 22nd of October, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

Kernas Eaton/s/
CITY CLERK

(S E A L)

Publish Date: November 7, 2024 & November 14, 2024

BID FORM
DEMOLITION
December 5, 2024

Bidders are to indicate the price per hour charged, except where other units are specified, for operating each type of equipment below. Labor cost for the operation of the equipment shall be included in the hourly rate for each. Below each item, complete the description for the year, make, model, and other details where requested. If bidder does not have a particular type of equipment, enter "N/A" in the price per hour field. Additional fields are provided to indicate if the bidder utilizes multiple units.

1. Excavators \$ 475.96/hr
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
2. Bulldozers \$ n/a
Year n/a Make _____ Model _____
Year _____ Make _____ Model _____
3. Loaders \$ n/a
Year n/a Make _____ Model _____
Year _____ Make _____ Model _____
4. Mini-Excavators \$ 189.93/hr
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
5. Backhoes \$ 398.22/hr
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
6. Brush cutter/brush hogs (attached to driving equipment) \$ 223.80/hr
Year 2024 Make Land Pride Model RCR1872
Year _____ Make _____ Model _____
7. Compact skid steers or track steers \$ 165.25/hr
Year _____ Make _____ Model _____
Year _____ Make _____ Model _____
8. Manpower for simple labor (picking up trash & litter,
Loading by hand, simple hand tools, minor repair*) \$ 65
*Materials for repairs will either be purchased directly
By the city or will be reimbursed to the contractor;
Materials will be addressed, when necessary, in specific
Task orders.

9. Hauling trucks with trailers or dump trucks** \$ 98 per cu. yd.
**Price should NOT include tipping fees. Majority of project sites for hauling are east of Hwy 49.
Loads are hauled to 98 Waste. Tipping fees will be billed directly to the city.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

Description: _____ Capacity: _____ cu. yds.

10. Other Equipment Not Specified

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

Description: _____ \$ _____ per _____

Year _____ Make _____ Model _____

I understand that these prices shall remain firm for the term specified in the notice and that estimates may be required prior to being granted notice to proceed on any task order. I understand that hourly rates payable include only time during which a piece of equipment is actually operating on a task and not en route and not standing by on a site. I also understand that movers for work are required to clearly identify the task/purchase order and property address with which charges are affiliated. I further attest that the declared equipment along with operators to operate said equipment will remain available in order to execute task orders in a timely manner, and that if/when unable to execute in a timely manner, that an alternate bidder may be utilized.

Signature

Date

12/2/24

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NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until December 5, 2024 at 10:00 a.m. in the City Clerks Office, in the City Hall of said City, for furnishing the City's requirements for the following supplies, to-wit:

ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

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SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word BID and the DEMOLITION AND RELATED SERVICES on which bid is being made and the December 5, 2024 at 10:00 a.m.

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 formalities.

PUBLISHED by Order of the Council on this, the 22nd of October, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

Kernas Eaton/s/
CITY CLERK

(S E A L)

Publish Date: November 7, 2024 & November 14, 2024

SPECIFICATIONS FOR ITEM: DEMOLITION AND RELATED SERVICES FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing labor and equipment to demolish dilapidated structures, remove driveways, walkways, and fences. Properties/parcels on which such work will occur include those where the City of Hattiesburg has declared said property(ies) to be in such a state of uncleanliness or disrepair so as to be a menace to the public health, safety and welfare of the community. Properties are typically overgrown with grasses and weeds, and the structures thereon are typically dilapidated and in varying degrees of disrepair. Work from one property to another will vary and shall be in conformance with the task order specific to each property.

When demolition is involved, it will include the removal of slabs, foundation, footers, stairs and walkways with the exception of public city sidewalks, and may include the removal of fencing depending upon the specifics of the task order.

Bidder will be properly licensed within the State of Mississippi.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, in part or in whole, as determined by the City, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have two (2) working days to respond to the City with a task timeline after receipt of task request (Purchase Order). If contractor fails to respond, doesn't meet response timeline, or if the task timeline is insufficient as determined by the City, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning on January 1, 2025 and ending December 31, 2025, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

SEALED BIDS must be received by 10:00 a.m., December 5, 2024, in the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, in a sealed envelope which is clearly marked in the lower left-hand corner:

BID

ITEM: DEMOLITION AND RELATED SERVICES

FOR CITY OF HATTIESBURG

SUBMITTED BY

CERTIFICATE OF RESPONSIBILITY NO.

BID DETAILS:

Official bid documents are available at the City Clerk's office at City Hall, 200 Forrest Street, Hattiesburg, MS 39401. Questions may be directed to the City Clerk's office at 601-545-4523.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of December, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc: Hardy Sims, Chief of Police
Date: Tuesday, December 17, 2024
Re: Authorize the acceptance of the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$25,358.
File Number: 2024-772
Minute Book #

Summary

2024 Department of Justice Byrne Grant Award

Recommendation Statement

I recommend acceptance of the FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of \$25,358.

No Physical Signatures are required. Award acceptance is electronic.

Please place this on the December 17, 2024 City Council meeting for consideration.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient: HATTIESBURG CITY CLERK
200 FORREST ST

City, State and Zip: HATTIESBURG, MS 39401

Recipient UEI: N4XZJLJ9AVM1

Project Title: City of Hattiesburg/Forrest County Edward Byrne Memorial JAG Program **Award Number:** 15PBJA-24-GG-04875-JAGX

Solicitation Title: BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Federal Award Amount: \$25,358.00 **Federal Award Date:** 12/5/24

Awarding Agency: Office of Justice Programs
Bureau of Justice Assistance

Funding Instrument Type: Grant

Opportunity Category: O

Assistance Listing:
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

Project Period Start Date: 10/1/23 **Project Period End Date:** 9/30/27

Budget Period Start Date: 10/1/23 **Budget Period End Date:** 9/30/27

Project Description:

The City of Hattiesburg is applying on behalf of the City of Hattiesburg and Forrest County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation. The title of the project is "City of Hattiesburg and Forrest County Byrne JAG Program FY 2024." The City of Hattiesburg and Forrest County are seeking to use funds for the purchase of equipment to improve the existing capabilities of the Hattiesburg Police Department and Forrest County Sheriff's Department.

The City of Hattiesburg will purchase one (1) Kawasaki Mule Pro-FXT 1000LE side by side for a total cost of \$17,701.20.

The Kawasaki Mule Pro-FXT 1000LE's utility bed and two rows of bench seats will provide the department additional means of transporting supplies and/or injured citizens at parades or in natural disasters. This vehicle will also allow officers to rapidly respond to areas where larger vehicles are not feasible. Two of our department ATVs have become inoperable due to old age and excessive use. The addition of this ATV will help to provide wider coverage at large community events.

Forrest County Sheriff's Office (FCSO) intends to purchase three (3) Forensic Workstations, priced at \$3,003.30, for a total of \$9,009.90. FCSO also intends to purchase three (3) 20 TB external hard drives, priced at \$323.99 each, for a total of \$971.97.

FCSO seeks to replace the computer systems currently in use by our Criminal Investigations Division (CID). The aging hardware has begun to exhibit significant performance problems, including slower processing speeds, frequent crashes, and insufficient memory. These issues are impacting our productivity and the efficiency with which we handle and analyze critical evidence.

As our investigations increasingly rely on digital evidence—such as high-resolution videos, photographs, and

data from mobile devices—the limitations of our current systems are becoming more pronounced. The slow processing speeds and inadequate graphics capabilities of our existing workstations are struggling to manage complex forensic software and large datasets effectively.

Moreover, our current systems lack sufficient external storage solutions, which are critical for managing and archiving the vast amounts of data we collect. The absence of adequate external storage is exacerbating the challenges we face with data management, leading to potential delays in accessing and analyzing evidence, and risking data integrity.

Award Letter

December 5, 2024

Dear Toby Barker,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by HATTIESBURG CITY CLERK for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$25,358.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased and used in the manufacturing process of a product or (b) used in the production of a product;
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name
Orbin

Middle Name
no value

Last Name
Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
HATTIESBURG CITY CLERK

UEI
N4XZJLJ9AVM1

Street 1
200 FORREST ST

Street 2

City
HATTIESBURG

State/U.S. Territory
Mississippi

Zip/Postal Code
39401

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/5/24

Award Type
Initial

Award Number
15PBJA-24-GG-04875-JAGX

Supplement Number
00

Federal Award Amount
\$25,358.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14262397

Grant Manager

Ivelisse Hodge

Phone Number

202-598-6880

E-mail Address

Ivelisse.Hodge@usdoj.gov

Project Title

City of Hattiesburg/Forrest County Edward Byrne Memorial JAG Program

Performance Period Start**Date**

10/01/2023

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2023

Budget Period End Date

09/30/2027

Project Description

The City of Hattiesburg is applying on behalf of the City of Hattiesburg and Forrest County for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2024 Local Solicitation. The title of the project is “City of Hattiesburg and Forrest County Byrne JAG Program FY 2024.” The City of Hattiesburg and Forrest County are seeking to use funds for the purchase of equipment to improve the existing capabilities of the Hattiesburg Police Department and Forrest County Sheriff’s Department.

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Forrest County Sheriff’s Office (FCSO) intends to purchase three (3) Forensic Workstations, priced at \$3,003.30, for a total of \$9,009.90. FCSO also intends to purchase three (3) 20 TB external hard drives, priced at \$323.99 each, for a total of \$971.97.

FCSO seeks to replace the computer systems currently in use by our Criminal Investigations Division (CID). The aging hardware has begun to exhibit significant performance problems, including slower processing speeds, frequent crashes, and insufficient memory. These issues are impacting our productivity and the efficiency with which we handle and analyze critical evidence.

As our investigations increasingly rely on digital evidence—such as high-resolution videos, photographs, and data from mobile devices—the limitations of our current systems are becoming more pronounced. The slow processing speeds and inadequate graphics capabilities of our existing workstations are struggling to manage complex forensic software and large datasets effectively.

Moreover, our current systems lack sufficient external storage solutions, which are critical for managing and archiving the vast amounts of data we collect. The absence of adequate external storage is exacerbating the

challenges we face with data management, leading to potential delays in accessing and analyzing evidence, and risking data integrity.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6**Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7**Reporting potential fraud, waste, and abuse, and similar misconduct**

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8**Requirements related to "de minimis" indirect cost rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9**Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website

(<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP

financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an

imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants

administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

Condition 36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Condition 39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 47

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 48

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Condition 49

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 50

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 51

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 52

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 53

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 54

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 55

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 56

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 57

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 58

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 59

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 60

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague,

speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 61

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 62

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

Condition 63

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 64

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 65

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

Condition 66

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Condition 67

The recipient may not expend or draw down any award funds until-- (1) the program office has verified that the recipient has submitted all necessary documentation elements required consistent with the award conditions entitled, "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards" and "Expenditures Prohibited Without Waiver," and (2) an Award Condition Modification (ACM) has been issued to remove

this condition. Additional information about expenditures that are prohibited or controlled under this award may be found at <https://bja.ojp.gov/doc/jag-controlled-purchase-list.pdf>.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 5:08 PM

Authorized Representative

[] no value

Entity Acceptance

Title of Authorized Entity Official

no value

Signed Date And Time

no value



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, December 17, 2024
Re: Authorize acceptance of a grant award from the Mississippi Office of Homeland Security State and Local Cybersecurity Grant in the amount of \$113,000. No match is required.
File Number: 2024-768
Minute Book #

Summary

FY24 Mississippi Office of Homeland Security State and Local Cybersecurity Grant Award

Recommendation Statement

I recommend acceptance of the grant award from the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program. No match is required for this grant.

Please place this on the December 17, 2024 City Council meeting for consideration.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY STATE AND LOCAL CYBERSECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: City of Hattiesburg

Project Title: State and Local Cyber Security Grant Program

Grant Period: 12/1/2024-11/30/2026

Date of Award: 12/1/2024

Total Amount of Award: \$113,000.00

Grant Number: 22CS215

In accordance with the provisions of Federal Fiscal Year 2022 FEMA State and Local Cybersecurity 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 97.137 and MOHS federal grant number is EMW-2022-CY-00005-SO1. 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 **January 15, 2025**. 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, State and Local Cybersecurity 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

12/1/24

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: City of Hattiesburg Grant Number: 22CS215

Agency Address: 200 Forrest Street Hattiesburg, MS 39401

Agency Phone Number: 601-545-4601 Agency Fax Number: _____

Sub-Recipient Grant Administrator (SGA) Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Adam Moore Title: Grants Coordinator
(Designated Sub-Recipient Grant Administrator)

Phone Number: 601-545-4544

Email Address: jmoore@hattiesburgms.com

Signature of Sub-Recipient Grant Administrator: 

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Belinda Taft Title: Grant Accountant
(Sub-Recipient Financial Officer)

Phone Number: 601-545-4682

Email Address: btaft@hattiesburgms.com

Signature of Sub-Recipient Financial Officer: Belinda Taft

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Toby Barker Title: Mayor
(Grant Authorized Signatory Official)

Phone Number: 601-545-4601

Email Address: mayor@hattiesburgms.com

Signature of Authorized Signatory Official: _____

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

The Funding from this grant will purchase a 24/7/365 managed detection and response for the City of Hattiesburg Network, which includes all servers vm's endusers, cameras all devices on the network. This new equipment will provide an update from previous equipment not under warranty and provide a safety net for backups and a disaster recovery site. This 24/7 monitoring of the City's network will provide security that we currently lack, and it will update all of the City's servers and security patches. In addition to these Improvements, a disaster recovery site and backup solution will provide in-house security against potential cyber threats.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	City of Hattiesburg
City	Hattiesburg
Zip Code +4 Digits (Required)	39403-1898
Unique Entity Identification (UEI) #	N4XZJLJ9AVM1
Amount of Award:	\$113,000

Section 2: Compensation Information: Answer only is award is \$30,000.00 or more in federal funds)

- More than 80% of the Agency organization's annual gross revenue is federal funds.
☐ Yes (If yes, proceed to Question 2)
☒ No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.
☐ Yes (If Yes, proceed to Question 3)
☐ No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
☐ Yes (If Yes, proceed to Table)
☐ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Toby Barker

Authorized Signatory Official (Printed Name)

Date

Mayor

Title



State of Mississippi
Fiscal Year State and Local Cybersecurity Grant Program Interest Survey Form

City of Hattiesburg ("Local Governmental Entity"), located at
200 Forrest Street Hattiesburg, MS 39401 (address)

X **IS** interested in participating in the State and Local Cybersecurity Grant Program.

 IS NOT interested in participating in the State and Local Cybersecurity Grant Program Grant Program
(SLCGP) for Fiscal Year (FY) 2022-2026, as authorized by Section 2220A of the Homeland Security Act of 2002,
as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g).

Organization Type: Local Government

Point of Contact: Adam Moore

Contact Number: 601-545-4544

Contact E-mail: jmoore@hattiesburgms.com

Is your organization interested in services/solutions procured, managed, and deployed by the state
providing support to local government: X YES NO

Signed, on (day), (month) (year), in
 County, Mississippi.

(Signature)

Adam Moore

(Printed Name)

Grants Coordinator

(Title)



State of Mississippi
Fiscal Year State and Local Cybersecurity Grant Program Interest Survey Form

I, Toby Barker (Printed Name), the duly appointed authorized agency on behalf of the City of Hattiesburg ("Local Governmental Entity"), located at 200 Forrest Street Hattiesburg, MS 39401 (address)

hereby **expressly consent** to the State of Mississippi's State Administrative Agency (SAA), namely the Mississippi Office of Homeland Security (MOHS), undertaking the following acts in accordance with the State and Local Cybersecurity Grant Program (SLCGP) for Fiscal Year (FY) 2022-2026, as authorized by Section 2220A of the Homeland Security Act of 2022, as amended (Pub. L. No. 107-296) (6 U.S.C. §665g):

1. Retain \$654,731.00 in SLCGP for FY2022 at the State Level, as Management and Administration Costs, as well as SLCGP Operations Costs. Funds are in alignment and compliance with Federal allowances.
2. Utilize \$2,618,920.00 in SLCGP funds for FY2022 as follows:
 - a. 96.18% for Asset Management Systems and Cybersecurity Readiness Assessments for local and rural entities. Assessment will provide an overall assessment of Mississippi cybersecurity structure, gaps, vulnerabilities, and capabilities.
 - b. 3.81% for cybersecurity training for local and rural entities, to include training sessions, cybersecurity exercises and training software programs.
3. Retain \$1,327,910.20 in SLCGP for FY2023 at the State Level, as Management and Administration Costs, as well as SLCGP Operations Costs. Funds are in alignment and compliance with Federal allowances.
4. Utilize \$5,311,640.80 in SLCGP funds for FY2023 as follows:
 - a. Asset Management Systems and Cybersecurity Readiness Assessments for local and rural entities. Assessment will provide an overall assessment of Mississippi cybersecurity structure, gaps, vulnerabilities, and capabilities.
 - b. Cybersecurity training for local and rural entities, to include training sessions, cybersecurity exercises and training software programs.
 - c. Local Sub-Recipient Awards to Local Jurisdictions.

This consent is given to be in the best interest of the Local Government Entity and is provided without duress or fear of reprisal. This consent is only effective for FY2022-2026 SLCGP federal funds.

Signed, on _____(day), _____(month) _____(year), in

_____ County, Mississippi.

Toby Barker

(Signature)

(Printed Name)

Mayor

(Title)

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:

City of Hattiesburg

Mailing Address:

200 Forrest Street, Hattiesburg, MS 39401

Telephone Number:

601.545.4544

E-Mail: jmoore@hattiesburgms.com

2. Effective Date of Grant: December 1, 2024

3. Sub-Recipient Grant Number: 22CS215

4. Grant Identifier (Funding Source & Year):

EMW-2022-CY-00005

5. Period of Performance: Start and End Dates:

December 1, 2022-September 30, 2026

6. Subgrant Payment Method:

☒ Cost Reimbursement Method

7. CFDA # - 97.137- State and Local Cybersecurity Grant Program

10. FAIN #: 646000779

8. UEI # -N4XZJLJ9AVM1

11. Initial Federal Award

Date: December 1, 2022

9. Congressional District: 4th

12. Federal Awarding Agency:

Homeland Security (800)368-6498

13. Research and Development

Grant: ☐ Yes ☒ No

14. Indirect Cost Rate

Charged: \$0.00

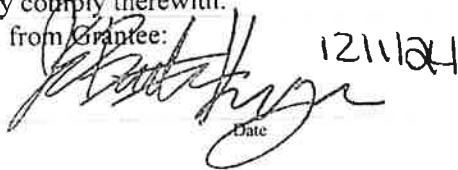
15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$0.00	(1) Federal \$113,000.00	\$0.00	100%
(2) Personal Services-Fringe	\$0.00	(2) State \$0.00	\$0.00	0%
(3) Contractual Services	\$0.00	(3) Local \$0.00	\$0.00	0%
(4) Travel	\$0.00	(4) Other \$0.00	\$0.00	0%
(5) Equipment	\$113,000.00	Total: \$113,000.00	\$0.00	100%
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other	\$0.00	Number of Grants:	FY19	FY20
TOTAL	\$113,000.00	TOTAL:	N/A	N/A

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; and Agreement of Understanding and Compliances.

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: _____ Date: 12/1/24

Name: Baxter Kruger

Title: MOHS Executive Director/SAA

15. Approval from Sub-Recipient:

Signature

Date

Name: Toby Barker, Mayor

Title: Authorized Signatory Official

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

FY22 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM PROJECT DESCRIPTION

The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

FY22 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GOALS AND OBJECTIVES

GOAL: Demonstrate how the projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustain existing capabilities per the CISA-approved Investment Justification

OBJECTIVES:

Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

Objective 3: Implement security protections commensurate with risk.

Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

(OCTOBER, NOVEMBER & DECEMBER)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include forms and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete the Nationwide Cybersecurity Review (NCSR) Assessment and return the Participation Certificate form to MOHS.
- 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. (October 1-December 31). Due to MOHS January 15th.

- Send a full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

(JANUARY, FEBRUARY & MARCH)

- Submit 1st Quarter Report to MOHS. Due January 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 is received.
- Begin preparation for 2nd Quarter Report. (January 1-March). Due to MOHS April 15.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

(APRIL, MAY & JUNE)

- Submit 2nd Quarter Report to MOHS. Due April 15th.
- 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 is received.
- Begin preparation of 3rd Quarter Report. (April 1-June). Due to MOHS July 15th.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

(July, August & SEPTEMBER)

- Submit 3rd Quarter Report to MOHS. Due July 15th.
- 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 is received.
- Begin preparation of 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (October 1-November 1)

- Submit 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Prepare Closeout Documents and submit them to MOHS. Due November 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 State and Local Cybersecurity Grant Program -Cost Summary Support Sheet

1. Sub-Recipient Agency: City of Hattiesburg				
2. Sub-Recipient Grant Number: 22CS215		3. Grant ID: FY22 SLCGP	4. Beginning: December 1, 2024	5. Ending: November 30, 2026
6. Activity: State and Local Cybersecurity Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personnel Services: Salary		\$0.00	\$0.00	\$0.00
Personnel 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	PowerEdge R650 Servers (3) @\$7,558.67 x 3-\$22,676.00; Dell EMC Switch S4128T (2) @; \$7,761.00 x 2= \$15,522.00 Alletra 6000 (1) \$74,842.00. Not to Exceed \$113,000.00	\$113,000.00	\$0.00	\$113,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00

TOTALS	\$113,000.00	\$0.00	\$113,000.00
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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.

- 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.

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.

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.

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.

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 § 4701-10 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 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 4 2 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 the 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 the 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 expenditure 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.
16. Sub-Recipient shall return to the State, within thirty (30) days of such a 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 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 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 from 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.

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 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 in the 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 the 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 are 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 §200.330

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 responsibilities. Methods to ensure compliance with 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 the 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 expenditure must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., for the 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 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 follow-up timetable 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 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) funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, City of Hattiesburg (Sub-Recipient), 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:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Toby Barker

Mayor

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: 12/11/24

Main Street Association and Simons Foundation Discoveries Grant - \$12,500

Grant application due January 3, 2025

If you were to leave your current position, what steps would be taken to ensure this project would continue uninterrupted?

Answer:

To ensure the smooth continuation of this project in the event of my departure, a comprehensive transition plan would be implemented. The plan would focus on delegating responsibilities to a qualified Parks and Recreation staff member and preparing the team for long-term success.

First, a capable individual would be selected to assume a leadership role, receiving thorough training on the project's goals, steps, and key partnerships. Cross-training initiatives would ensure multiple team members are familiar with the project's operations, reducing the risk of knowledge gaps.

Task assignments would be reassessed to confirm effective management, promoting collaboration and continuity. A sustainability plan would outline a detailed schedule of activities, objectives, and a guide to best practices and lessons learned, simplifying future transitions.

The internal grant manager would continue overseeing fund allocation and compliance, providing ongoing administrative support. These measures would ensure the project's resilience and success, regardless of leadership changes.

How does this request for participation in this grant program relate to your existing strategy? Is it in pursuit of a new strategy or a refresh?

Answer:

Our request for participation in this grant program is rooted in our commitment to creating engaging and enriching educational opportunities for children in our community. STEM Saturday, held monthly at a city owned park off Main Street in Downtown Hattiesburg, is a cornerstone of this effort, offering interactive and hands-on experiences in Science, Technology, Engineering, and Mathematics. The program has become a vital part of our strategy to inspire curiosity and encourage a lifelong love of learning.

This grant would allow us to enhance STEM Saturdays by expanding the range of activities, incorporating new resources, and keeping the program dynamic and relevant. With additional funding, we could introduce advanced tools, collaborate with guest professionals, and create more interactive experiences that make learning both enjoyable and impactful.

We also plan to use this funding to launch a new initiative called "STEAM Break," a week-long day camp designed to incorporate the Arts into STEM education. This program would take place during school breaks and provide children with opportunities to participate in creative projects, collaborative challenges, and hands-on experiments. STEAM Break aims to promote critical thinking, creativity, and teamwork in an engaging and supportive environment.

By securing this grant, we can build upon our current strategy while introducing new programs that respond to the evolving needs of our community. This approach ensures that our efforts remain focused, effective, and accessible to the children we serve, fostering a love for learning and innovation.

What interests or excites you and your community most about Science Discover on Main Street?

Answer:

The community is thrilled by the prospect of Science Discover on Main Street because it offers an exciting opportunity to engage children in hands-on learning and spark a passion for Science, Technology, Engineering, Arts, and Mathematics (STEAM). Our ongoing STEM Saturday program has already shown how much local youth thrive on interactive, educational experiences, and Science Discover would build on this enthusiasm by bringing these experiences to the heart of Downtown Hattiesburg.

What excites us most is the potential to offer a vibrant, engaging space where children can explore STEAM subjects in a fun and accessible way. Science Discover will bring together local families and professionals, creating a dynamic environment that fosters both learning and community connection. The addition of new exhibits, advanced technology, and interactive activities will keep children curious and excited about science while encouraging critical thinking and problem-solving skills.

This program would not only sustain our current initiatives but also introduce fresh opportunities for learning. With resources from the grant, we

could expand STEM Saturdays and launch the new "STEAM Break" day camp during school breaks, providing year-round access to enriching educational experiences. Ultimately, Science Discover on Main Street aligns with our mission to inspire the next generation of innovators, offering a platform for children to explore, create, and imagine.

How do you envision being able to create programming initiatives to benefit residents and your community long-term? Who in your community would benefit?

Answer:

We envision creating long-term programming initiatives that will empower the children of our community, providing them with the tools, skills, and confidence to become the innovators, leaders, and problem-solvers of tomorrow. By expanding our successful STEM Saturday program and introducing the "STEAM Break" camp, we aim to offer consistent, hands-on learning experiences that inspire curiosity, critical thinking, and creativity in local youth. The camp will offer a valuable local opportunity, allowing children to engage in meaningful experiences they might otherwise miss while staying at home.

Through these initiatives, we will equip children with foundational knowledge in Science, Technology, Engineering, Arts, and Mathematics (STEAM) — skills that are essential for success in the modern world. By engaging children from diverse backgrounds in these educational experiences, we create a pipeline of young people prepared for future academic and career opportunities. The development of these skills will not only benefit the children themselves but also create a more skilled and capable workforce for our town in the future.

As these children grow, they will become active, engaged citizens who contribute to the prosperity and innovation of Hattiesburg. By fostering a love for learning and a sense of possibility, we are nurturing the next generation of community leaders and changemakers who will help drive our town forward. In the long run, the development of these young minds will lead to a stronger, more vibrant community, with children who are equipped to solve challenges, support local businesses, and contribute to a thriving, collaborative environment.

Has your organization identified a potential or known science asset? Describe the potential science assets, whether you have utilized them or tried to utilize them in the past, the results, etc. Related activities do not have to be science related.

Potential Answer: *The answer to this question is still a work in progress. Attempting to identify science assets in our community that would work well with this grant.*

Has your organization with or without partners done educational activities (for any age group), science engagement activities, or other science events in the past? If yes, please describe the initiative, including what went well and major lessons learned.

Answer:

Yes, our organization has successfully hosted several educational and science engagement activities, most notably through our monthly STEM Saturday program. This initiative has provided children in our community with hands-on, interactive learning experiences in Science, Technology, Engineering, and Mathematics (STEM). We've collaborated with local professionals and educators to offer a variety of free science-focused activities all of which have been well-received by participants and their families.

A highlight of these initiatives was the strong community involvement and the engagement of our local professionals, and along the way, our team learned how to be skilled educators. The children were excited to learn through interactive, real-world applications of science, and the program fostered a sense of curiosity and teamwork. The collaborative efforts with local schools, businesses, and science centers helped create an impactful experience, as children had access to diverse perspectives and resources.

A vital lesson we learned was the importance of continually refining our activities to sustain excitement and engagement, while ensuring they are inclusive and adaptable to diverse skills, age groups, and income levels. We realized that while the hands-on activities were a hit, there were times when the program needed more variety and the incorporation of newer technologies to keep up with children's growing interests. Additionally, we learned that better communication with families, especially regarding scheduling and registration, was key to maximizing participation.

Moving forward, we plan to use these insights to improve and expand our programming, ensuring that we offer dynamic, relevant, and exciting opportunities for the community.

Briefly describe your community.

Answer:

Hattiesburg, located in the southern part of Mississippi, is a vibrant and growing community known for its rich history, strong educational institutions, and welcoming atmosphere. As a diverse city, Hattiesburg is home to a mix of urban and rural areas, offering a blend of cultural, recreational, and educational opportunities. It is often referred to as the "Hub City" due to its central location in the Pine Belt region, making it a key commercial and cultural center.

The community is deeply connected to its local universities, including the University of Southern Mississippi and William Carey University, which provide a strong educational foundation and contribute to the city's intellectual and cultural life. Hattiesburg residents are known for their resilience, and the city has a strong sense of civic pride, with many residents actively involved in local initiatives, volunteer efforts, and community development.

Hattiesburg boasts a variety of parks, outdoor spaces, and recreational activities, with the nearby De Soto National Forest and the Longleaf Trace providing opportunities for hiking, biking, and nature exploration. The city's downtown area is a hub for local businesses, restaurants, and cultural events, contributing to a thriving local economy and a sense of connection among residents.

Despite facing challenges such as economic disparities in certain areas, Hattiesburg remains a community that values collaboration, growth, and opportunities for all its residents. It is a city that is continually working to strengthen its sense of community and enhance the quality of life for everyone who calls it home.

Please share your community's demographics (racial, socioeconomic, age, etc.)

Answer:

Hattiesburg, Mississippi, is a vibrant and multifaceted community that thrives as a regional hub for commerce, education, and culture. With a

population of 48,730 as reported in the 2020 Census, the city's demographic composition reflects its diversity: 50% of residents identify as Black or African American, 43% as White, 3% as Hispanic or Latino, and 2% as Asian or other racial groups. Despite economic challenges, including a median household income of \$37,000 and 31% of residents living below the poverty line, the community demonstrates remarkable resilience and innovation.

Education serves as a cornerstone of Hattiesburg's identity, with two prominent institutions, the University of Southern Mississippi and William Carey University, contributing to the city's youthful energy and median age of 28. These institutions not only provide educational opportunities but also act as cultural and economic engines, fostering a spirit of growth and exploration. Hattiesburg High School proudly stands as an A-rated institution, exemplifying excellence in education.

Cultural vibrancy is another defining feature of Hattiesburg. The city's creative economy flourishes through its artists, musicians, and entrepreneurs, who sustain a dynamic environment of collaboration and innovation. This "makers" community, paired with the city's enduring celebration of Mississippi's historical legacy, fuels local pride and a forward-looking vision.

Hattiesburg's story is one of perseverance and creativity. It has overcome natural disasters and economic hurdles while fostering a thriving cultural and educational ecosystem. Together, these elements shape a community that is as dynamic as it is resilient, united by a shared commitment to progress and opportunity.

Has your organization organized events or a festival before? Describe some of the events and their impact – including any signature events.

Answer:

Our organization excels at creating vibrant, community-focused events that celebrate local culture and foster meaningful connections. Downtown Hattiesburg's Live at Five program offers residents and visitors a fun-filled way to end the week during the spring and fall. Held every Friday at 5 p.m., this lively gathering features diverse musical performances, local food, and artisan vendors. It draws large crowds, creating a festival-like atmosphere that supports local artists and businesses while bringing neighbors together.

Another highlight is Midnight on Front Street, Hattiesburg's annual New Year's Eve celebration, which drew nearly 12,000 attendees in 2024. This event

transforms the heart of downtown into a hub of excitement with live entertainment, family-friendly activities, and a spectacular countdown to the new year. During this event, we also host a confetti countdown, offering families and children the opportunity to enjoy an earlier New Year's celebration. Although a newer tradition, it has quickly become a community favorite, symbolizing the city's energy, unity, and inclusive spirit.

The Star-Spangled Celebration on July 4th epitomizes summer fun and community pride. This event offers live music, delicious food, exciting kids' activities, and a stunning fireworks display. Families from across the region come together for an unforgettable day that celebrates Independence Day and highlights the strength of shared traditions.

These events are more than just moments of joy—they reflect the spirit of collaboration between city leaders, local businesses, and residents. Together, they foster unity, drive cultural and economic enrichment, and showcase the vibrant energy that defines Hattiesburg.

What local partners or institutions would you work with on this project? Are there also other ideal partners and collaborators you would like to work with? Describe.

Answer:

To ensure the success of this project, we would collaborate with city partners and institutions that share our commitment to fostering education, creativity, and community engagement. The City of Hattiesburg would play a central role by providing logistical support, staff, event planning expertise, and promoting initiatives through its communication channels.

The Downtown Hattiesburg Association would be an essential partner in leveraging the vibrant energy of the downtown area. Their experience in coordinating events and connections with local businesses would amplify the reach and impact of the project. Collaborating with local businesses would provide opportunities to showcase their goods and services while fostering economic growth and creating a sense of ownership within the community.

The University of Southern Mississippi and William Carey University would be invaluable in contributing academic expertise, volunteers, and student-led initiatives. These institutions could provide educators, science experts, and creative contributors to enhance programming and engage a diverse audience.

Additionally, we aim to identify and collaborate with other ideal partners, such as regional nonprofits, STEM-focused organizations, and cultural institutions, to further enrich the project's scope. These collaborations would ensure a multidisciplinary approach, drawing on expertise from various fields to maximize educational impact and community participation.

Together, these partnerships would create a community-driven initiative that strengthens ties between Hattiesburg's institutions, businesses, and residents while delivering meaningful, long-lasting benefits.

How might this project help your organization build relationships with new partners and community members?

Answer:

This project provides an excellent opportunity for our organization to forge stronger, long-term relationships with new partners and expand our community engagement. By collaborating with local businesses and the Downtown Hattiesburg Association, we can build a unified effort that strengthens the local economy, promotes cultural vitality, and creates a sense of collective ownership in the success of our programs.

A key aspect of this project is our intention to deepen our partnership with the University of Southern Mississippi and William Carey University. These institutions offer a wealth of resources, expertise, and student involvement that can enhance our programming and provide educational benefits for the community. By working more closely with the universities, we can offer unique opportunities for student volunteers, internships, and faculty-led workshops, which will deepen the connection between the universities and the residents they serve.

Additionally, this initiative will engage families and children who may not have participated in previous events, expanding our reach and fostering new relationships within the community. With its focus on accessibility and inclusivity, the project will encourage active participation from diverse groups, building a stronger sense of unity and pride.

This project not only helps strengthen our existing partnerships with local institutions, but also opens the door to new collaborations. It creates a platform for the universities, businesses, and residents of Hattiesburg to connect and work together in meaningful ways, laying the foundation for a thriving, collaborative future.

Are you interested in longer -term science programming initiatives? Describe.

Answer:

Yes, we are very interested in developing longer-term science programming initiatives that build on the success of our existing events, like STEM Saturday. Our goal is to create ongoing opportunities for children and families to engage with science, technology, engineering, and mathematics in meaningful and accessible ways.

Expanding on our current offerings, we envision year-round programming that provides continuous learning experiences, including after-school programs, science fairs, and summer camps. This type of programming would allow for deeper exploration of topics introduced in STEM Saturday and STEAM Break, enabling participants to build on their knowledge and skills over time.

In addition, longer-term initiatives could focus on providing pathways for students interested in pursuing STEM-related careers. We could organize mentorship programs and collaborations with local businesses in the STEM sector, allowing students to gain real-world experience and fostering connections that will support their future academic and professional growth.

By establishing sustainable, long-term science programming, we aim to inspire a lifelong interest in STEM fields, help students develop critical thinking and problem-solving skills, and contribute to building a more scientifically literate and innovative community in Hattiesburg. These initiatives will create lasting impacts, laying the foundation for future generations to thrive in an ever-evolving world.

Is there any additional information you would like the panel to consider?

Answer:

Receiving this grant would significantly enhance our ability to expand and sustain science programs that are offered at little or no cost to the community. The funding would allow us to build on the success of programs like STEM Saturday and STEAM Break, reaching even more children and families with educational opportunities that might otherwise be out of reach.

By offering hands-on science activities throughout the year, we can ensure that these programs remain accessible to everyone, regardless of their socioeconomic background. With this support, we would be able to improve

the quality and diversity of our programming while incorporating more advanced materials, technology, and expert-led workshops, benefitting a wider range of participants.

Programs like these provide a unique opportunity for children to engage with science in an interactive and fun way. However, without additional resources, we are limited in how many children we can reach and the range of experiences we can offer. This funding would allow us to expand these programs, providing more guest speakers and workshops, while continuing to keep them accessible to low-income families.

By investing in these initiatives, we're not only giving children the chance to discover new passions but also creating pathways for them to pursue STEM-related careers in the future. Expanding these programs would be a crucial step toward addressing disparities in access to education and technology. Ultimately, this grant would help ensure that all children in our community have the resources they need to succeed in a rapidly advancing world.

- Staff / coordinator commitment / organizational commitment

Partners, Engagement, Resources

- Open to working with partners (existing or, if needed, additional provided partners)
- Open to working with science institutions, scientists, and/or science engagement experts

For more, visit www.mainstreet.org/ScienceDiscovery (<https://mainstreet.org/about/partner-collaborations/the-simons-foundation-science-discovery-on-main-street>) and see the program's [Terms & Conditions](https://savingplaces-my.sharepoint.com/:b:/g/personal/tvice_savingplaces_org/ETO3fXKPB3ZHvgpbaJRC0A4BlzEFim4ePuwHtFdPyF0-mA?e=W00mLQ) (https://savingplaces-my.sharepoint.com/:b:/g/personal/tvice_savingplaces_org/ETO3fXKPB3ZHvgpbaJRC0A4BlzEFim4ePuwHtFdPyF0-mA?e=W00mLQ).

Applicant Details

Your Name (required)

Betsy Mercier

Your Title/Position (required)

Director of Parks and Recreation

Your Email (required)

bmercier@hattiesburgms.com

Your Phone Number (required)



+1 601 325 0350

Your Organization's Name (required)

Hattiesburg Parks and Recreation

Your Organization's Street Address (required)

P.O. Box 1898

Your Organization's City (required)

Hattiesburg

Your Organization's State (required)

Mississippi



Your Organization's ZIP Code (required)

39403

Please provide five digit ZIP Code.

Which best describes your organization / Select Your Organization's Eligibility: (required)

☒ MSA Accredited Community

☐ MSA Affiliate Community

This grant program is only open to designated Main Street America (MSA) communities based on their membership and status as accredited and affiliates.

Have a question about your Main Street Community's status? Contact Main Street America's Membership Department at 312.610.5613 or mainstreet@mainstreet.org (<mailto:mainstreet@mainstreet.org>) or email sciencediscovery@mainstreet.org (<mailto:sciencediscovery@mainstreet.org>).

MSA Member Number (required)

6202

Organization

How many staff (full-time and part-time) does your organization have? (required)

8

How many years have you been in your current position? (required)

2 years

If you were to leave your current position, what steps would be taken to ensure this project would continue uninterrupted? (required)

To ensure the smooth continuation of this project in the event of my departure, a comprehensive transition plan would be implemented. T

149 / 150 words

What is the name of the non-profit or government organization that will be receiving the funds? (required)

City of Hattiesburg

The name of the legal entity.

Does your organization currently have any connections to the Simons Foundation? (required)

- ☐ Yes
- ☐ No
- ☐ Unsure

Has your organization completed a transformation strategy, economic strategy, and/or a multi-year strategic plan? (required)

- ☒ Yes
- ☐ No
- ☐ Unsure

Upload a copy of your plan here. (required)

Choose File

Select up to 2 files to attach. No files have been attached yet. You may add 2 more files.

Acceptable file types: .csv, .doc, .docx, .pdf, .jpg, .jpeg, .png

How does this request for participation in this grant program relate to your existing strategy? (Is it in pursuit of a new strategy or refresh?) (required)

Our request for participation in this grant program is rooted in our commitment to creating engaging and enriching educational opportunities for children in our community. STEM Saturday, held monthly at a city owned park off Main Street in Downtown Hattiesburg, is a cornerstone of this effort, offering interactive and hands-on experiences in Science, Technology, Engineering, and Mathematics. The program has become a vital part of our strategy to inspire curiosity and encourage a lifelong love of learning. This grant would allow us to enhance STEM Saturdays by expanding the range of activities, incorporating new resources, and keeping the program dynamic and relevant. With additional funding, we could introduce advanced tools, collaborate with guest professionals, and create more interactive experiences that make learning both enjoyable and impactful. We also plan to use this funding to launch a new initiative called "STEAM Break," a week-long day camp designed to incorporate the Arts into STEM education. This program would take place during school breaks and provide children with opportunities to participate in creative projects, collaborative challenges, and hands-on experiments. STEAM Break aims to promote critical thinking, creativity, and teamwork in an engaging and supportive environment. By securing this grant, we can build upon our current strategy while introducing new programs that respond to the evolving needs of our community. This approach ensures that our efforts remain focused, effective, and accessible to the children we serve, fostering a love for learning and innovation.

, 239 / 250 words

Is your organization interested in introducing your business district and organization to more residents? Or maybe it falls into your placemaking goals of creating a more inclusive downtown.

Science Engagement & Your Community

What interests or excites you and your community most about Science Discovery on Main Street? (required)

The community is thrilled by the prospect of Science Discover on Main Street because it offers an exciting opportunity to engage children in hands-on learning and spark a passion for Science, Technology, Engineering, Arts, and Mathematics (STEAM). Our ongoing STEM Saturday program has already shown how much local youth thrive on interactive, educational experiences, and Science Discover would build on this enthusiasm by bringing these experiences to the heart of Downtown Hattiesburg. What excites us most is the potential to offer a vibrant, engaging space where children can explore STEAM subjects in a fun and accessible way. Science Discover will bring together local families and professionals, creating a dynamic environment that fosters both learning and community connection. The addition of new exhibits, advanced technology, and interactive activities will keep children curious and excited about science while encouraging critical thinking and problem-solving skills. This program would not only sustain our current initiatives but also introduce fresh opportunities for learning. With resources from the grant, we could expand STEM Saturdays and launch the new "STEAM Break" day camp during school breaks, providing year-round access to enriching educational experiences. Ultimately, Science Discover on Main Street aligns with our mission to inspire the next generation of innovators, offering a platform for children to explore, create, and imagine.

213 / 250 words

How do you envision being able to create programming initiatives to benefit residents and your community long-term? Who in your community would benefit? (required)

We envision creating long-term programming initiatives that will empower the children of our community, providing them with the tools, skills, and confidence to become the innovators, leaders, and problem-solvers of tomorrow. By expanding our successful STEM Saturday program and introducing the "STEAM Break" camp, we aim to offer consistent, hands-on learning experiences that inspire curiosity, critical thinking, and creativity in local youth. The camp will offer a valuable local opportunity, allowing children to engage in meaningful experiences they might otherwise miss while staying at home. Through these initiatives, we will equip children with foundational knowledge in Science, Technology, Engineering, Arts, and Mathematics (STEAM) — skills that are essential for success in the modern world. By engaging children from diverse backgrounds in these educational experiences, we create a pipeline of young people prepared for future academic and career opportunities. The development of these skills will not only benefit the children themselves but also create a more skilled and capable workforce for our town in the future. As these children grow, they will become active, engaged citizens who contribute to the prosperity and innovation of Hattiesburg. By fostering a love for learning and a sense of possibility, we are nurturing the next generation of community leaders and changemakers who will help drive our town forward. In the long run, the development of these young minds will lead to a stronger, more vibrant community, with children who are equipped to solve challenges, support local businesses, and contribute to a thriving, collaborative environment.

249 / 250 words

Has your organization identified a potential or known science asset? (required)

- ☒ Yes
- ☐ No
- ☐ Unsure

NOTE: For this grant program, all communities would commit to exploring potential science assets — even if ideas and known assets are already identified.

What are some examples of science assets we could leverage or discover through the grant program?

- Historical scientific events or innovations with scientific significance
- Birthplaces or homes of famous (or lesser known) scientists
- Unique natural phenomena (e.g., rare local flowers and flora, unique local tree species, bioluminescence)
- Special geographical features (e.g. unique trails or vistas, geological sites of significance)
- Agricultural products with unique biological aspects
- Unique opportunities or ideal conditions for scientific activities (e.g., dark sky communities for star gazing and solar observation)

For this grant program, your community does not have to have a science asset identified. In fact, we ask that all participating communities go through the Discovery process — even if they have one already in mind.

Describe the potential science assets, whether you have utilized them or tried to utilize them in the past, the results, etc. Related activities do not have to be science related.

Limit: 200 words

Has your organization with or without partners done educational activities (for any age group), science engagement activities, or other science events in the past? (required)

☒ Yes

☐ No

Include here if your community engaged residents and/or visitors for the 2017 or 2024 eclipse with or without support from Main Street America. NOTE: Past experience with science or educational activities is **not** required to be eligible for the grant.

If yes, please describe that initiative, including what went well and major lessons learned. (required)

Yes, our organization has successfully hosted several educational and science engagement activities, most notably through our monthly STEM Saturday program. This initiative has provided children in our community with hands-on, interactive learning experiences in Science, Technology, Engineering, and Mathematics (STEM). We've collaborated with local professionals and educators to offer a variety of free science-focused activities all of which have been well-received by participants and their families. A highlight of these initiatives was the strong community involvement and the engagement of our local professionals, and along the way, our team learned how to be skilled educators. The children were excited to learn through interactive, real-world applications of science, and the program fostered a sense of curiosity and teamwork. The collaborative efforts with local schools, businesses, and science centers helped create an impactful experience, as children had access to diverse perspectives and resources. A vital lesson we learned was the importance of continually refining our activities to sustain excitement and engagement, while ensuring they are inclusive and adaptable to diverse skills, age groups, and income levels. We realized that while the hands-on activities were a hit, there were times when the program needed more variety and the incorporation of newer technologies to keep up with children's growing interests. Additionally, we learned that better communication with families, especially regarding scheduling and registration, was key to maximizing participation. Moving forward, we plan to use these insights to improve and expand our programming, ensuring that we offer dynamic, relevant, and exciting opportunities for the community.

250 / 250 words

About the Community

Please briefly describe your community. (required)

Hattiesburg, located in the southern part of Mississippi, is a vibrant and growing community known for its rich history, strong educational institutions, and welcoming atmosphere. As a diverse city, Hattiesburg is home to a mix of urban and rural areas, offering a blend of cultural, recreational, and educational opportunities. It is often referred to as the "Hub City" due to its central location in the Pine Belt region, making it a key commercial and cultural center. The community is deeply connected to its local universities, including the University of Southern Mississippi and William Carey University, which provide a strong educational foundation and contribute to the city's intellectual and cultural life. Hattiesburg residents are known for their resilience, and the city has a strong sense of civic pride, with many residents actively involved in local initiatives, volunteer efforts, and community development. Hattiesburg boasts a variety of parks, outdoor spaces, and recreational activities, with the nearby De Soto National Forest and the Longleaf Trace providing opportunities for hiking, biking, and nature exploration. The city's downtown area is a hub for local businesses, restaurants, and cultural events, contributing to a thriving local economy and a sense of connection among residents. Despite facing challenges such as economic disparities in certain areas, Hattiesburg remains a community that values collaboration, growth, and opportunities for all its residents. It is a city that is continually working to strengthen its sense of community and enhance the quality of life for everyone who calls it home.

247 / 250 words

Population size (required)

48,730

Please share your community's demographics (racial, socioeconomic, age, etc.), etc. (required)

Hattiesburg, Mississippi, is a vibrant and multifaceted community that thrives as a regional hub for commerce, education, and culture. With a population of 48,730 as reported in the 2020 Census, the city's demographic composition reflects its diversity: 50% of residents identify as Black or African American, 43% as White, 3% as Hispanic or Latino, and 2% as Asian or other racial groups. Despite economic challenges, including a median household income of \$37,000 and 31% of residents living below the poverty line, the community demonstrates remarkable resilience and innovation. Education serves as a cornerstone of Hattiesburg's identity, with two prominent institutions, the University of Southern Mississippi and William Carey University, contributing to the city's youthful energy and median age of 28. These institutions not only provide educational opportunities but also act as cultural and economic engines, fostering a spirit of growth and exploration. Hattiesburg High School proudly stands as an A-rated institution, exemplifying excellence in education. Cultural vibrancy is another defining feature of Hattiesburg. The city's creative economy flourishes through its artists, musicians, and entrepreneurs, who sustain a dynamic environment of collaboration and innovation. This "makers" community, paired with the city's enduring celebration of Mississippi's historical legacy, fuels local pride and a forward-looking vision. Hattiesburg's story is one of perseverance and creativity. It has overcome natural disasters and economic hurdles while fostering a thriving cultural and educational ecosystem. Together, these elements shape a community that is as dynamic as it is resilient, united by a shared commitment to progress and opportunity.

Has your organization organized events or a festival before? (required)

☒ Yes

☐ No

The event does not need to have been science-related. Note: there will be space to add any photos you may have of your past events and festivals at the end of the application form.

Describe some of the events and their impact – including any signature events. (required)

Our organization excels at creating vibrant, community-focused events that celebrate local culture and foster meaningful connections. Downtown Hattiesburg's Live at Five program offers residents and visitors a fun-filled way to end the week during the spring and fall. Held every Friday at 5 p.m., this lively gathering features diverse musical performances, local food, and artisan vendors. It draws large crowds, creating a festival-like atmosphere that supports local artists and businesses while bringing neighbors together. Another highlight is Midnight on Front Street, Hattiesburg's annual New Year's Eve celebration, which drew nearly 12,000 attendees in 2024. This event transforms the heart of downtown into a hub of excitement with live entertainment, family-friendly activities, and a spectacular countdown to the new year. During this event, we also host a confetti countdown, offering families and children the opportunity to enjoy an earlier New Year's celebration. Although a newer tradition, it has quickly become a community favorite, symbolizing the city's energy, unity, and inclusive spirit. The Star-Spangled Celebration on July 4th epitomizes summer fun and community pride. This event offers live music, delicious food, exciting kids' activities, and a stunning fireworks display. Families from across the region come together for an unforgettable day that celebrates Independence Day and highlights the strength of shared traditions. These events are more than just moments of joy—they reflect the spirit of collaboration between city leaders, local businesses, and residents. Together, they foster unity, drive cultural and economic enrichment, and showcase the vibrant energy that defines Hattiesburg.

247 / 250 words

Are you willing and able to serve as your community's key contact/sponsor for the grant? (required)

☒ Yes

☐ No

Partners, Engagement, and Resources Leveraged

What local partners or institutions would you work with on this project? Are there also other ideal partners and collaborators you would like to work with? Describe. (required)

To ensure the success of this project, we would collaborate with city partners and institutions that share our commitment to fostering education, creativity, and community engagement. The City of Hattiesburg would play a central role by providing logistical support, staff, event planning expertise, and promoting initiatives through its communication channels. The Downtown Hattiesburg Association would be an essential partner in leveraging the vibrant energy of the downtown area. Their experience in coordinating events and connections with local businesses would amplify the reach and impact of the project. Collaborating with local businesses would provide opportunities to showcase their goods and services while fostering economic growth and creating a sense of ownership within the community. The University of Southern Mississippi and William Carey University would be invaluable in contributing academic expertise, volunteers, and student-led initiatives. These institutions could provide educators, science experts, and creative contributors to enhance programming and engage a diverse audience. Additionally, we aim to identify and collaborate with other ideal partners, such as regional nonprofits, STEM-focused organizations, and cultural institutions, to further enrich the project's scope. These collaborations would ensure a multidisciplinary approach, drawing on expertise from various fields to maximize educational impact and community participation. Together, these partnerships would create a community-driven initiative that strengthens ties between Hattiesburg's institutions, businesses, and residents while delivering meaningful, long-lasting benefits.

219 / 250 words

Share partners you expect to work with, then also share others you may not already work with but would like to. For local and ideal partners, these can be potential partners you know are in your community or they can be potential partners not currently accessible in your community.

How might this project help your organization build relationships with new partners and community members? (required)

This project provides an excellent opportunity for our organization to forge stronger, long-term relationships with new partners and expand our community engagement. By collaborating with local businesses and the Downtown Hattiesburg Association, we can build a unified effort that strengthens the local economy, promotes cultural vitality, and creates a sense of collective ownership in the success of our programs. A key aspect of this project is our intention to deepen our partnership with the University of Southern Mississippi and William Carey University. These institutions offer a wealth of resources, expertise, and student involvement that can enhance our programming and provide educational benefits for the community. By working more closely with the universities, we can offer unique opportunities for student volunteers, internships, and faculty-led workshops, which will deepen the connection between the universities and the residents they serve. Additionally, this initiative will engage families and children who may not have participated in previous events, expanding our reach and fostering new relationships within the community. With its focus on accessibility and inclusivity, the project will encourage active participation from diverse groups, building a stronger sense of unity and pride. This project not only helps strengthen our existing partnerships with local institutions, but also opens the door to new collaborations. It creates a platform for the universities, businesses, and residents of Hattiesburg to connect and work together in meaningful ways, laying the foundation for a thriving, collaborative future.

235 / 250 words

Is there someone in your community who will or could serve as an ambassador for science? (required)

☒ Yes

☐ No

What is their name? What would be their role? (required)

Sara Watts, Innovative Programs Coordinator/Ambassador for Science

Are you interested in longer-term science programming initiatives? (required)

☒ Yes

☐ No

☐ Unsure

Describe.

Yes, we are very interested in developing longer-term science programming initiatives that build on the success of our existing events, like STEM Saturday. Our goal is to create ongoing opportunities for children and families to engage with science, technology, engineering, and mathematics in meaningful and accessible ways. Expanding on our current offerings, we envision year-round programming that provides continuous learning experiences, including after-school programs, science fairs, and summer camps. This type of programming would allow for deeper exploration of topics introduced in STEM Saturday and STEAM Break, enabling participants to build on their knowledge and skills over time. In addition, longer-term initiatives could focus on providing pathways for students interested in pursuing STEM-related careers. We could organize mentorship programs and collaborations with local businesses in the STEM sector, allowing students to gain real-world experience and fostering connections that will support their future academic and professional growth. By establishing sustainable, long-term science programming, we aim to inspire a lifelong interest in STEM fields, help students develop critical thinking and problem-solving skills, and contribute to building a more scientifically literate and innovative community in Hattiesburg. These initiatives will create lasting impacts, laying the foundation for future generations to thrive in an ever-evolving world.

201 / 250 words

How did you hear about this program? (required)

☐ Main Street America Email Communication

- ☐ Main Street America Social Media
- ☐ National Main Street America Staff
- ☐ Local or Coordinating Program Main Street Staff, Marketing Emails, or Social Media
- ☐ Other

Please upload at least one (1) photo of your downtown/commercial district. (required)

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .jpg, .jpeg, .png, .svg

Please upload any other items you would like us to consider as part of your application. For instance, photos of past events in your district, photos of a science asset if one is identified, etc. (optional)

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .doc, .docx, .pdf, .jpg, .jpeg, .png, .svg

Please share your organization's website and/or social media pages (optional).

Financial Information

What is your organization's operating budget? (required)

\$937,635.75

If you're awarded or selected as a potential recipient for this grant, you may be asked to provide more detailed business and financial information. Will you be able to provide these documents? (required)

- ☒ Yes
- ☐ No

If you are awarded a grant, you will also be required to submit a final grant report by Thursday, August 28, 2025 using a template we will provide. Will you be able to submit the report? (required)

☒ Yes

☐ No

Grant reports must be submitted by Thursday, August 28, 2025. The report should include a description of the process and activities involved in exploring science assets in your town, and receipts from Grantees confirming expenditure of grant funds in accordance with terms and conditions of the program. Photo documentation of the events and activities should be included.

Is there any additional information you would like the panel to consider?

Receiving this grant would significantly enhance our ability to expand and sustain science programs that are offered at little or no cost to the community. The funding would allow us to build on the success of programs like STEM Saturday and STEAM Break, reaching even more children and families with educational opportunities that might otherwise be out of reach. By offering hands-on science activities throughout the year, we can ensure that these programs remain accessible to everyone, regardless of their socioeconomic background. With this support, we would be able to improve the quality and diversity of our programming while incorporating more advanced materials, technology, and expert-led workshops, benefitting a wider range of participants. Programs like these provide a unique opportunity for children to engage with science in an interactive and fun way. However, without additional resources, we are limited in how many children we can reach and the range of experiences we can offer. This funding would allow us to expand these programs, providing more guest speakers and workshops, while continuing to keep them accessible to low-income families. By investing in these initiatives, we're not only giving children the chance to discover new passions but also creating pathways for them to pursue STEM-related careers in the future. Expanding these programs would be a crucial step toward addressing disparities in access to education and technology. Ultimately, this grant would help ensure that all children in our community have the resources they need to succeed in a rapidly advancing world.

248 / 250 words

Agreements

By checking the boxes below, you acknowledge and agree to the Science Discovery on Main Street program terms and conditions.

☐ We are willing to be interviewed and/or to have our planning and activities documented by a film crew. (required)

☐ We commit to submitting a Final Report on or by Thursday, August 28, 2025. (required)

☐ We are committed to participating in cohort activities and will attend the Main Street Now Conference in Philadelphia, April 7 - 9, including the Science Discovery on Main Street Workshop. (required)

Main Street Now registration, flight, and lodging will be covered for one(1) attendee.

☐ I would like to receive news and updates from Main Street America. (optional)

Save Draft

Submit

✓ Last Saved 3 minutes ago

Drafts may be visible to the administrators of this program.

? Technical Help (<https://www.submittable.com/help/submitter?orgId=10786>) | Privacy Policy (<http://www.submittable.com/privacy>)

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Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, December 17, 2024

Re: Approve Plans and Specifications for the 4th Street Improvements – Phase III project (Federal Aid Project No. HPP-8750-00(004) LPA/105845-802000) and Authorize Advertisement for Bids for said project contingent upon receipt of authority to advertisement from Mississippi Department of Transportation.
File Number: 2024-800
Minute Book #

Summary

Recommendation Statement

Please place this on the December 17, 2024 City Council meeting for consideration.

PLAN STAGE	DATE PRINTED
☒ FIELD REVIEW	10/14/2022
☒ OFFICE REVIEW	08/14/2024
☒ PS&E	12/03/2024
☐ STREET READY	

FOURTH STREET IMPROVEMENTS - PHASE III

FEDERAL AID PROJECT NO. HPP-8750-00(004)LPA / 105845-802000
CITY OF HATTIESBURG

FORREST COUNTY

SCALES

PLAN	1 IN. = 10 FT.
PROFILE {	HOR. 1 IN. = 10 FT.
	VERT. 1 IN. = 5 FT.
LAYOUT	1 IN. = 40 FT.

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

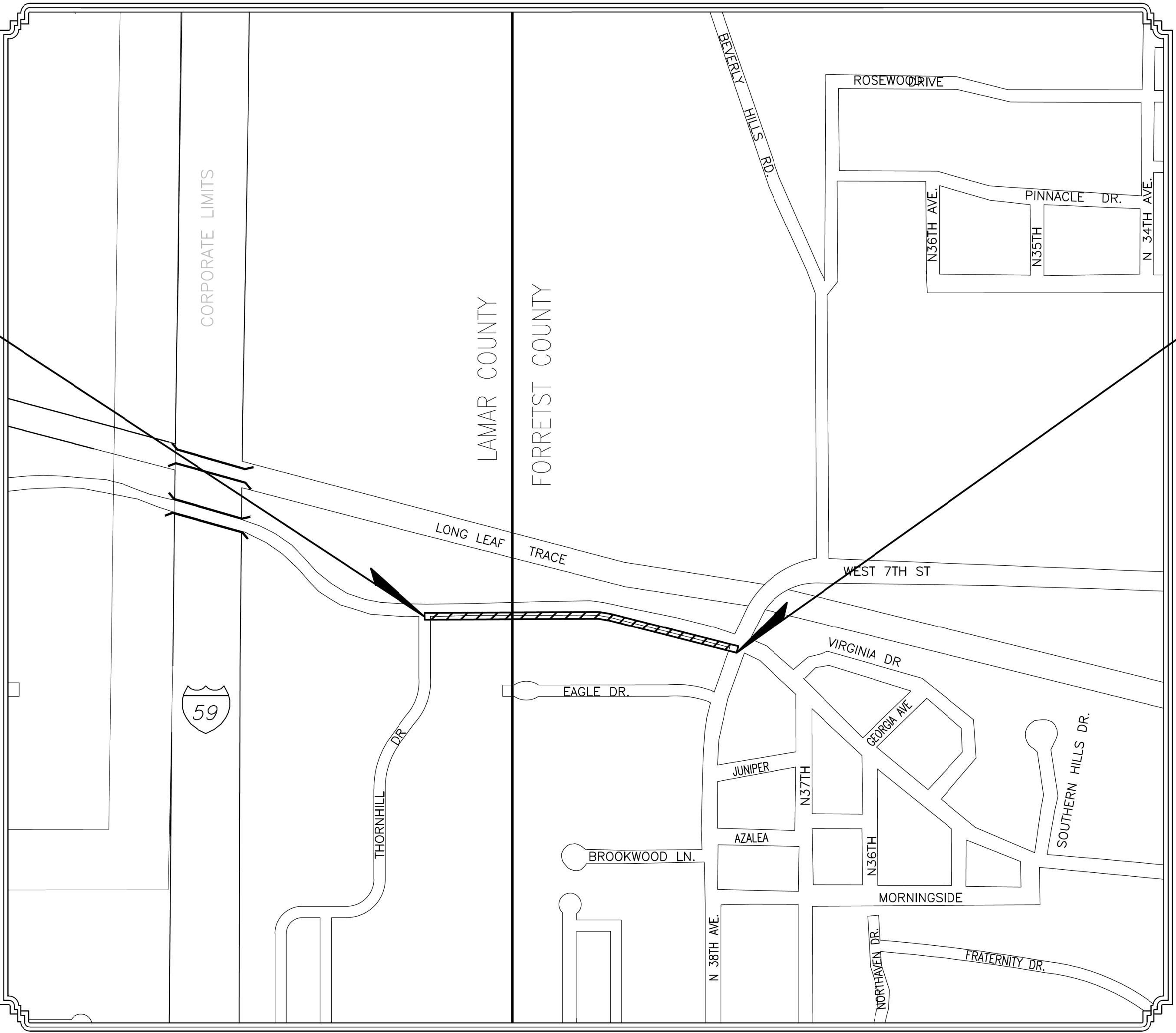
MARYBETH BERGIN, P.E.

COUNCIL MEMBERS

JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
NICHOLAS BROWN	WARD 5

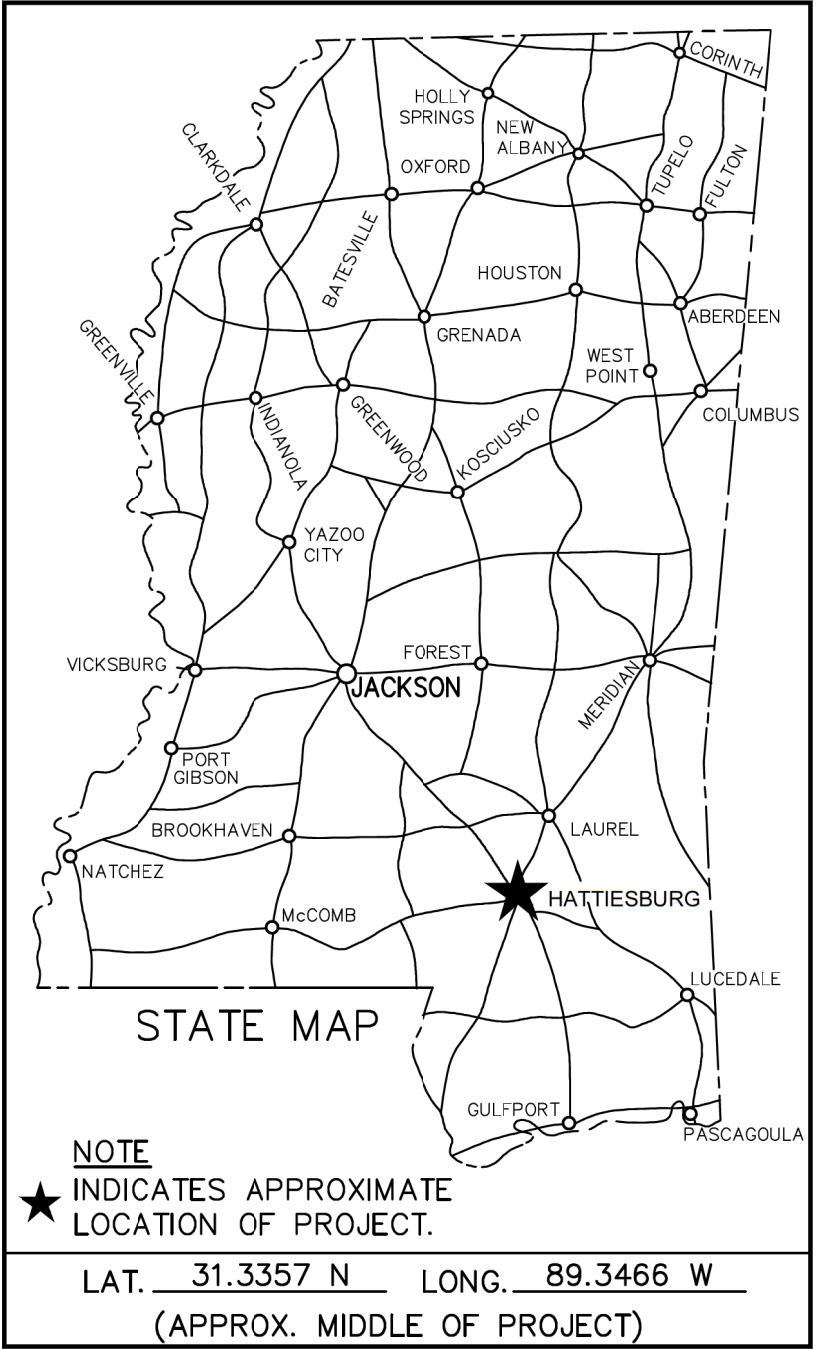
UTILITIES

CITY OF HATTIESBURG	- (601) 545-4530
MISSISSIPPI POWER	- (601) 426-4800
AT&T	- (601) 310-0704
SPIRE GAS	- (601) 549-9071
XFINITY (COMCAST)	- (601) 874-1213
CSPIRE	- (601) 624-4026



VICINITY MAP PROJECT LOCATION LENGTH DATA

LENGTH OF ROADWAY	0 FT.	0 MI.
LENGTH OF BRIDGES	0 FT.	0 MI.
LENGTH OF PROJECT (NET)	1440 FT.	0.273 MI.
LENGTH OF EXCEPTIONS	0.00 FT.	0.000 MI.
LENGTH OF PROJECT (GROSS)	1440 FT.	0.273 MI.



DESIGN CONTROL		
35 MPH	=	V (SPEED DESIGN)
ADT (2021) = 15,000	:	ADT (2031) = 16,300
DHV =	:	D = % T = %
PERMITS		
WETLANDS AND WATERS PERMITS (NECESSARY FOR ULTIMATE IMPROVEMENTS ONLY):		
	WATERS	WETLANDS
NATIONWIDE #14	--	--
NATIONWIDE (OTHER)*	--	--
GENERAL*	--	--
INDIVIDUAL (404)*	--	--
* ACQUISITION OF PERMITS FOR TEMPORARY IMPACTS DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR		
STORMWATER PERMIT [N]		
Y	REQUIRED, CNOI SUBMITTED BY LPA (DISTURBED AREA = 5 ACRES +)	
S	REQUIRED, SCNOI TO BE SUBMITTED BY CONTRACTOR (1 TO 4.99 ACRES +)	
N	NO STORMWATER PERMIT REQUIRED (<1 ACRE)	

PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE USM PROJECT COORDINATOR AT LEAST TWO WEEKS IN ADVANCE OF WORK WITHIN EACH AREA SO THAT USM UTILITIES CAN BE FIELD LOCATED. USM UTILITIES SHALL BE FIELD LOCATED BASED ON THEIR KNOWLEDGE. ALL DAMAGES TO EXISTING UTILITIES (INCLUDING IRRIGATION) WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. IRRIGATION CONFLICT AREAS WILL BE IDENTIFIED BY USM UPON REQUEST (AS MENTIONED ABOVE).

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, SIDEWALK, IRRIGATION, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

3. THE CONTRACTOR SHALL AVOID DAMAGING TREES AND SHRUBBERY UNLESS NOTED IN THE PLANS TO BE REMOVED. ALL DAMAGED PLANT MATERIAL NOT NOTED TO BE REMOVED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

4. IMPROVEMENTS SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS. ALL IMPROVEMENTS SHALL BE FIELD LOCATED BY THE CONTRACTOR WITH FIELD STAKED LOCATIONS APPROVED BY THE ENGINEER TO VERIFY PROPER PLACEMENT, ETC. THE CONTRACTOR SHALL FIELD STAKE PROPOSED IMPROVEMENT LOCATIONS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO REVIEW BY THE ENGINEER.

5. ALL SIGNS AND TRAFFIC CONTROL DEVICES USED ON THIS PROJECT SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEMS THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT PERSONS WORKING NEAR THE EXCAVATION.

7. UNDERGROUND, DRILLED OR JACKED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. TRENCHED CONDUIT SHALL BE INSTALLED AT A MINIMUM DEPTH OF THREE FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

8. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

9. THE CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR LOCATION OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. DEPTH OF UNDERGROUND UTILITIES IS NOT KNOWN. THE CONTRACTOR IS REQUIRED TO DO TEST EXCAVATIONS IN AREAS WITH POTENTIAL CONFLICTS TO DETERMINE DEPTH OF UNDERGROUND UTILITIES.

10. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER. THIS INCLUDES AREAS DAMAGED OR DISTURBED BY THE CONTRACTOR'S VEHICLES OR EQUIPMENT OUTSIDE OF THE PROJECT AREA. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL FOR DISTURBED AREAS UNTIL THEY HAVE BEEN GRASSED AND GROWTH ESTABLISHED (COST ABSORBED).

11. EXISTING LIGHTING (TO REMAIN AND TO BE REMOVED) SHALL REMAIN IN PLACE AND OPERABLE UNTIL PROPOSED LIGHTING IS IN PLACE AND OPERABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO THE EXISTING LIGHTS, CIRCUITS AND ASSOCIATED COMPONENTS TO ENSURE NIGHT LIGHTING IS AVAILABLE EACH NIGHT DURING CONSTRUCTION (COST ABSORBED).

12. APPROXIMATE LOCATIONS OF LIGHTING ASSEMBLIES, IRRIGATION CONTROLLERS, SPRINKLER HEADS, VALVES, HOSEBIBS, RECEPTACLES, ELECTRICAL & CONTROL PANELS, BRICK, LANDSCAPING, ETC. ARE SHOWN ON THE DRAWINGS. EXACT INSTALLATION LOCATION OF IMPROVEMENTS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENTS.

13. ALL RAISED ROADSIDE APPURTENANCES TO BE PLACED A MINIMUM OF 2' BEHIND FACE OF CURB UNLESS OTHERWISE SPECIFIED ON PLANS.

14. CONTRACTOR IS RESPONSIBLE FOR HAVING UTILITIES LOCATED PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES TO UTILITIES SHALL BE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.

15. ALL IMPROVEMENTS DESIGNATED WITHIN THE PROJECT SITE INCLUDING, BUT NOT LIMITED TO: DRAINAGE PIPE, CONCRETE, UNDERGROUND/ABOVE GROUND UTILITIES, PAVEMENT, & DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE AND PROPERLY DISPOSED, UNLESS DIRECTED OTHERWISE BY THE OWNER OR INDICATED TO BE SALVAGED.
16. ALL PIPE SHALL BE GRADED TO LINES AND ELEVATIONS AS SHOWN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STAKEOUT THE CONSTRUCTION AND ESTABLISH LINES FOR WORK AND VERIFY ALL DIMENSIONS.

17. ALL CONNECTIONS TO EXISTING UTILITIES AND ALL UTILITY INSTALLATIONS SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.

18. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY. ANY FEE OR CHARGE FOR THIS SERVICE SHALL BE COST ABSORBED BY THE CONTRACTOR.

19. THE CONTRACTOR SHALL VERIFY MATERIAL OF ALL EXISTING UTILITIES DESIGNATED FOR REMOVAL, REPLACEMENT, OR CONNECTION TO.

20. FILL, BACKFILL, AND EXISTING GRANULAR MATERIAL UNDER OR DIRECTLY ADJACENT TO IMPROVEMENTS (OTHER THAN LANDSCAPING AND GRASSING) SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.

21. ALL DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

22. SIDEWALK, CROSS WALKS, CURB RAMPS, AND ALL OTHER ELEMENTS OF CONSTRUCTION SHALL BE ADA COMPLIANT IN ALL INSTANCES. IF SLOPES OF SIDEWALKS OR SHARED USE PATHS EXCEED 2%, THEY SHALL BE REPLACED BY THE CONTRACTOR AT THEIR OWN EXPENSE.

23. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND OTHER MISCELLANEOUS STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

24. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED OF ON SITE.

25. BURNING WILL NOT BE ALLOWED ON SITE.

26. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

27. CONTRACTOR SHALL CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

28. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.

29. TREES DESIGNATED TO BE REMOVED ARE NOTED IN THE PLANS.

30. CONTRACTOR MAY CONSTRUCT SECTIONS OF THE SIDEWALK SIMULTANEOUSLY BUT WILL NEED TO COORDINATE DEMOLITION ACTIVITIES WITH CONSTRUCTION.

31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE RELOCATION OF BENCHMARKS.

32. THE MINIMUM DESIGN CRITERIA CAN BE FOUND IN THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN, THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION (AS AMENDED), AND THE PROWAG (DRAFT 2011).

33. THE CONTRACTOR SHALL DISPOSE OF DEMOLITION ITEMS IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS, EXCEPT THOSE ITEMS SPECIFICALLY NOTED IN THE PLANS TO BE SALVAGED TO THE OWNER.

34. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND REMOVED FROM THE JOBSITE. STRIPPING AND REMOVAL SHALL BE PAID FOR AS EXCESS EXCAVATION, 203-G001.

35. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE THE PROPOSED ALIGNMENT OF THE SIDEWALK FOR THE ENGINEER AND OWNER TO REVIEW.

36. THE US DEPARTMENT OF TRANSPORTATION REGULATES ACCESSIBILITY FOR CONSTRUCTION SITES. THESE ARE LOCATED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. THE US ACCESS BOARD (DEPARTMENT OF JUSTICE) REQUIRES THAT ALL PUBLIC RIGHT-OF-WAY BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. REMINDER: THESE ARE FEDERAL REGULATIONS (A VIOLATION OF FEDERAL LAW). NO CHANGE ORDERS WILL BE GIVEN TO KEEP THESE REQUIREMENTS IN PLACE.

THE US DOT AND THE DOJ WILL BE CONTACTED IF THE CONTRACTOR FAILS TO KEEP THESE IN PLACE.

37. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS (PDF) AT CLOSEOUT.

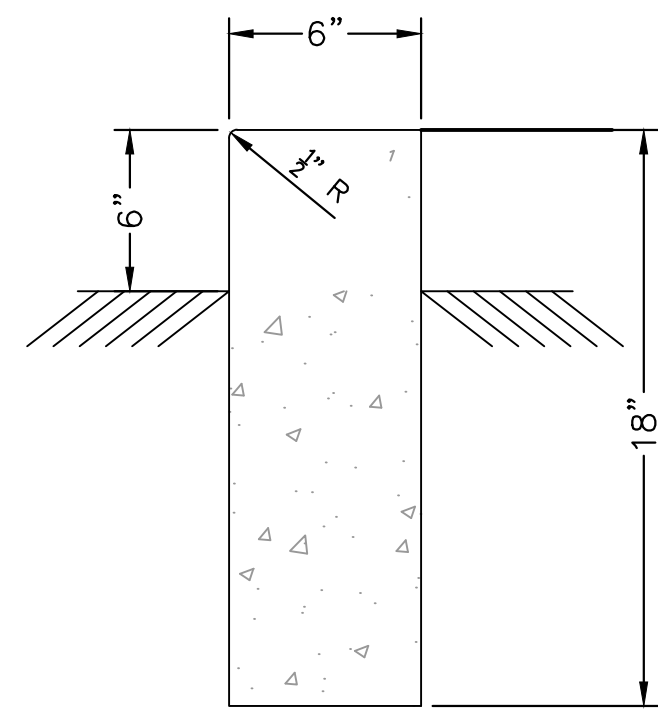
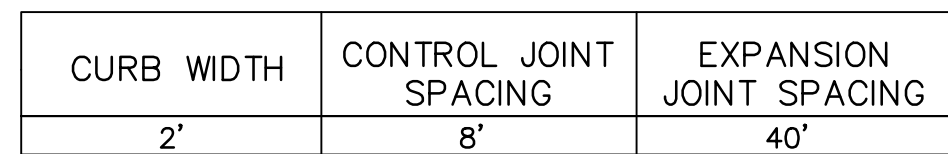
38. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUEL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

39. CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 72 HOURS IN ADVANCE OF ROAN AND LANE CLOSURES.

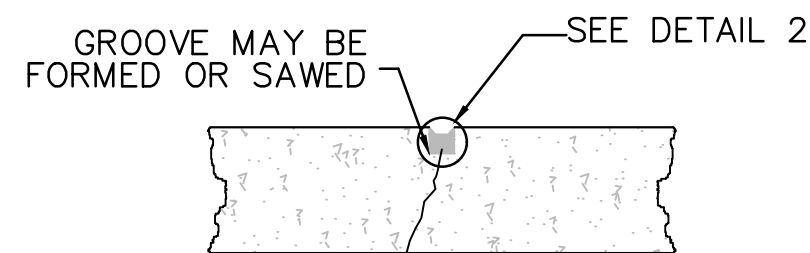
40. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION. ANY SILT BASINS NOT SHOWN IN THE PLANS SHALL BE INCLUDED IN THE CONTRACTORS EROSION CONTROL PLAN PRIOR TO SUBMITTING FOR APPROVAL.

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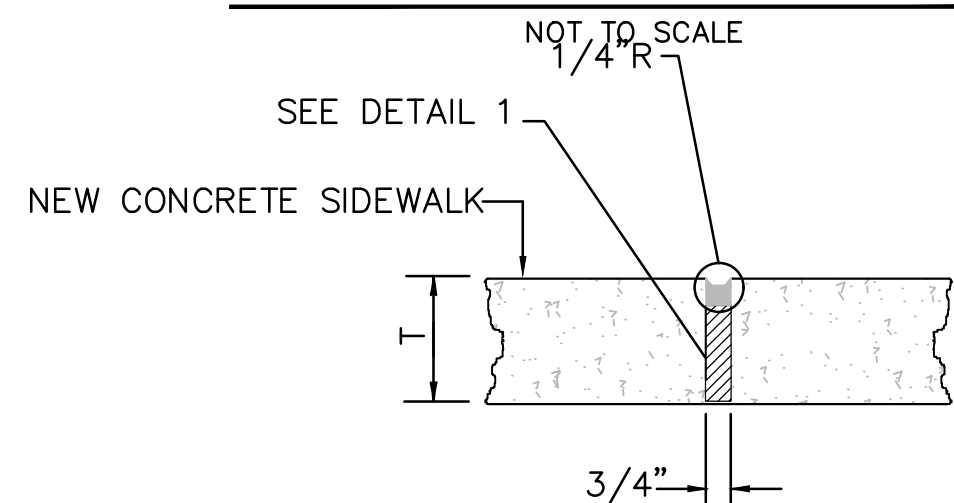
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER Solutions you can build upon	GENERAL NOTES WORKING NUMBER: GN - 2 DRAWING NUMBER: 3	
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					DRWN: GPC	DATE: 05/2022					
					CHKD:	DATE:					
				QA/QC:	DATE:						



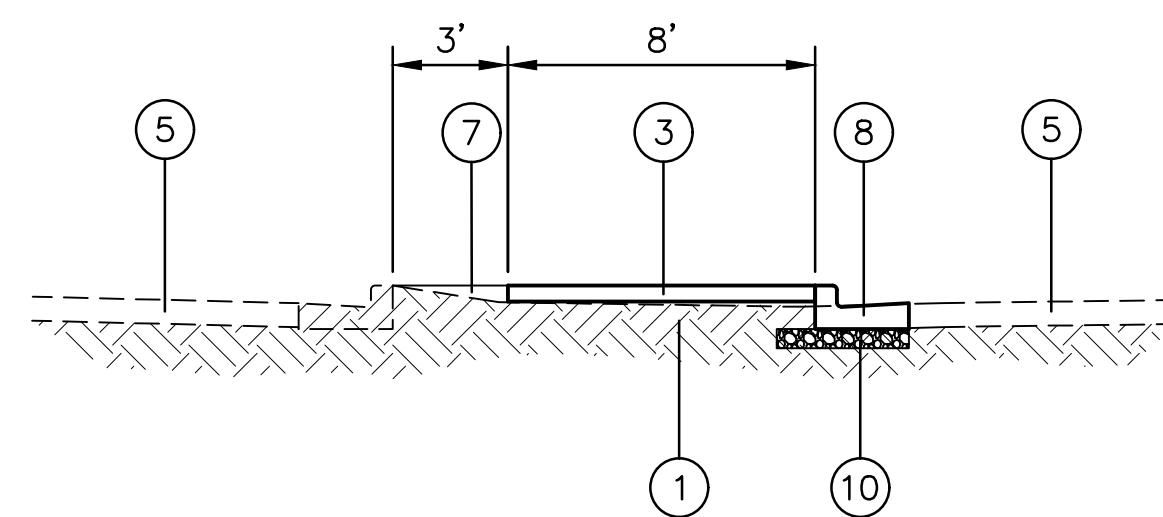
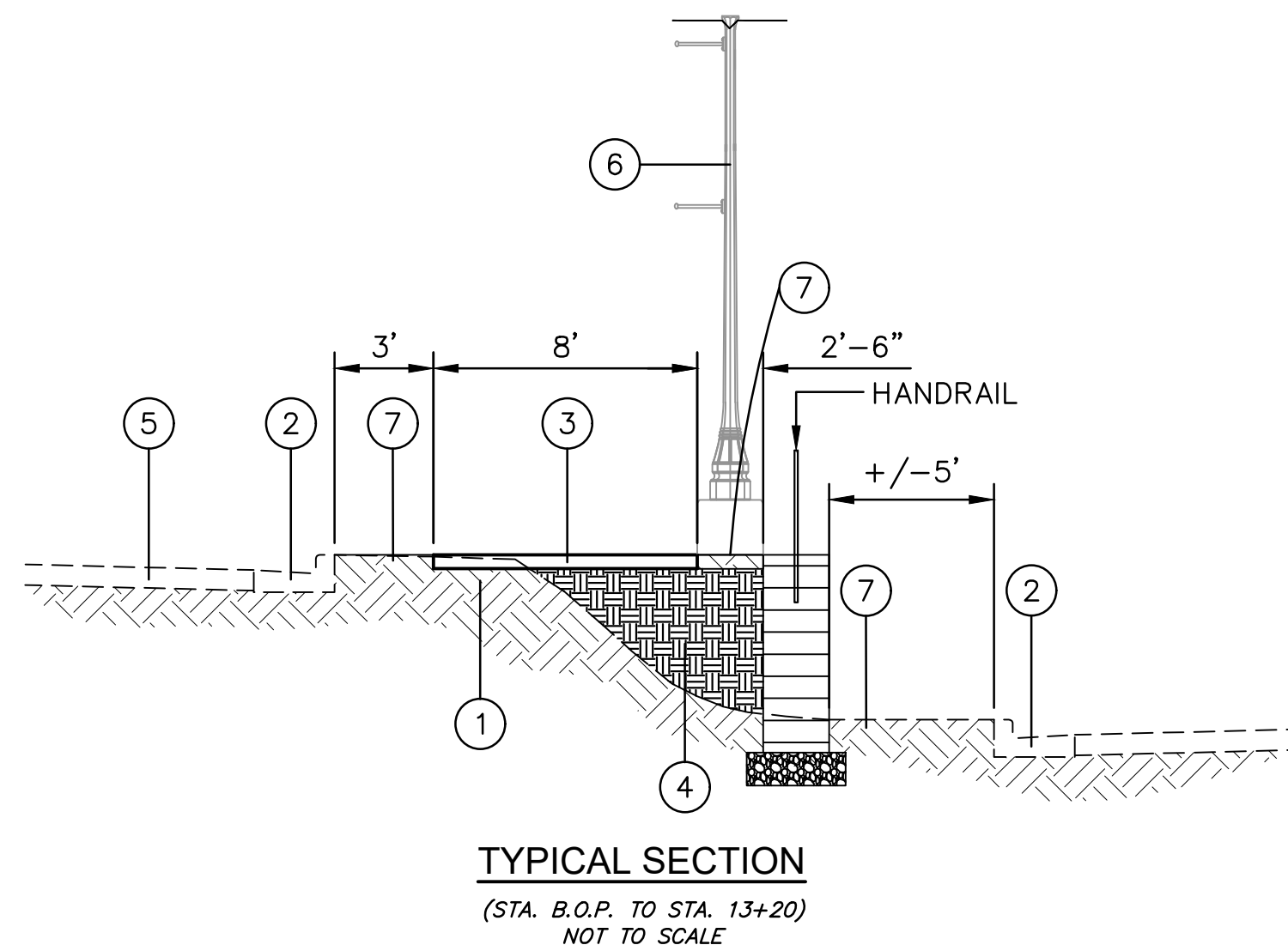
DETAIL OF HEADER CURB
NOT TO SCALE



TYPE ``A" - CONTROL JOINT

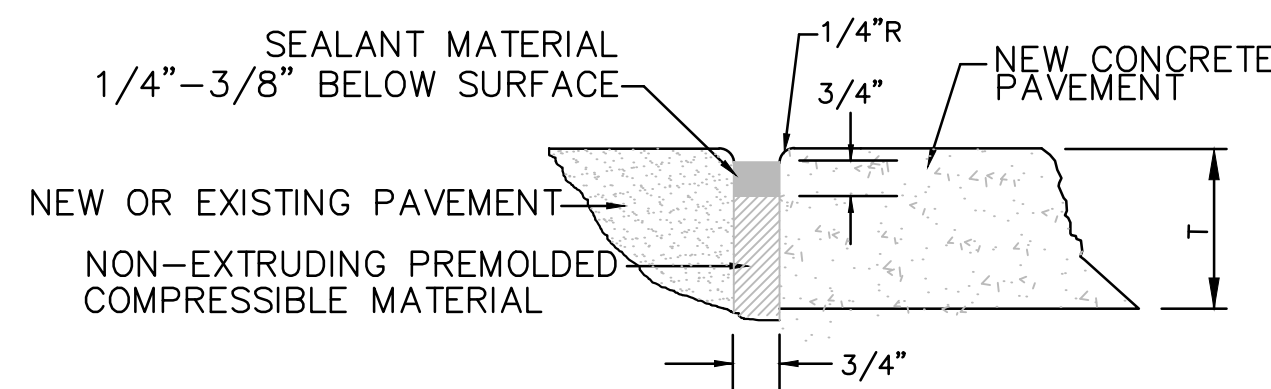


TYPE "B" - EXPANSION JOINT
NOT TO SCALE

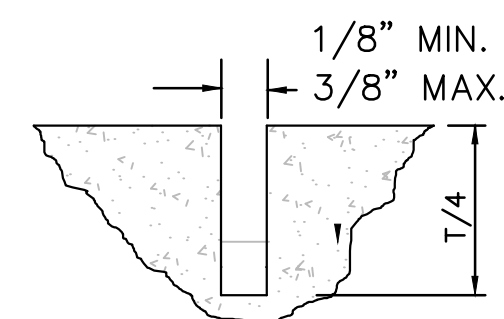


TYPICAL SECTION
(STA. 16+00 TO STA. 17+80)
NOT TO SCALE

PATHWAY WIDTH	CONTROL JOINT SPACING	EXPANSION JOINT SPACING
8'	8'	40'

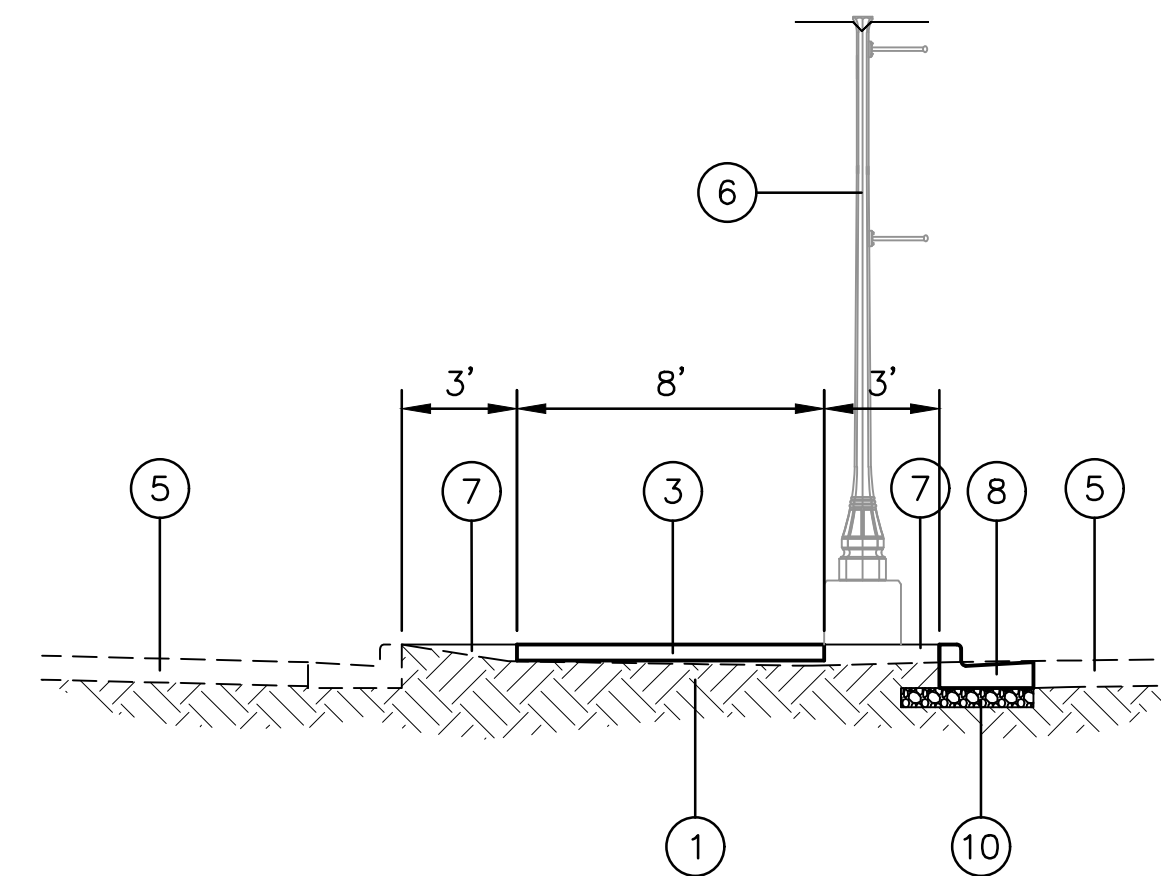
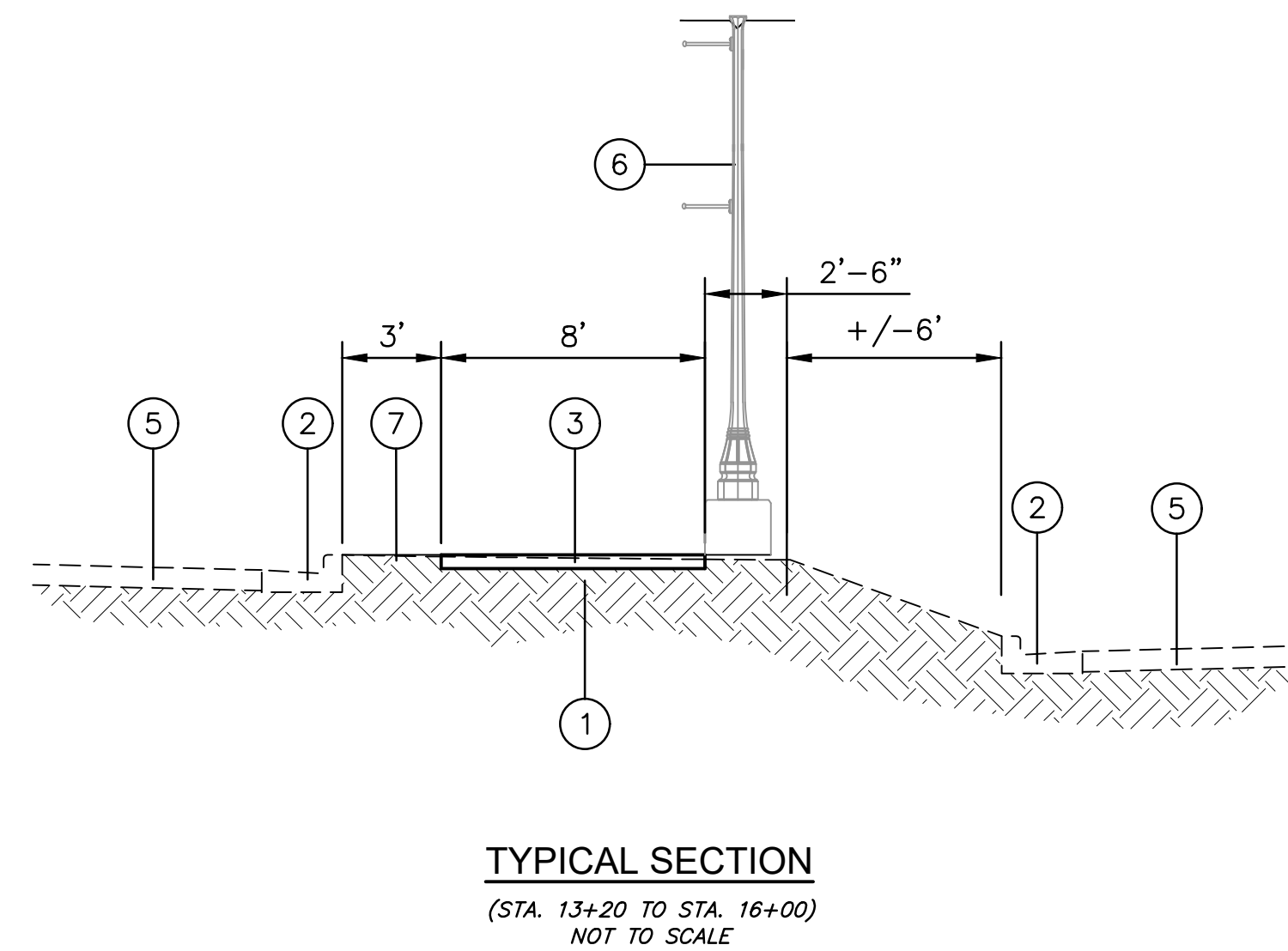


DETAIL 1 - EXPANSION JOINTS
NOT TO SCALE

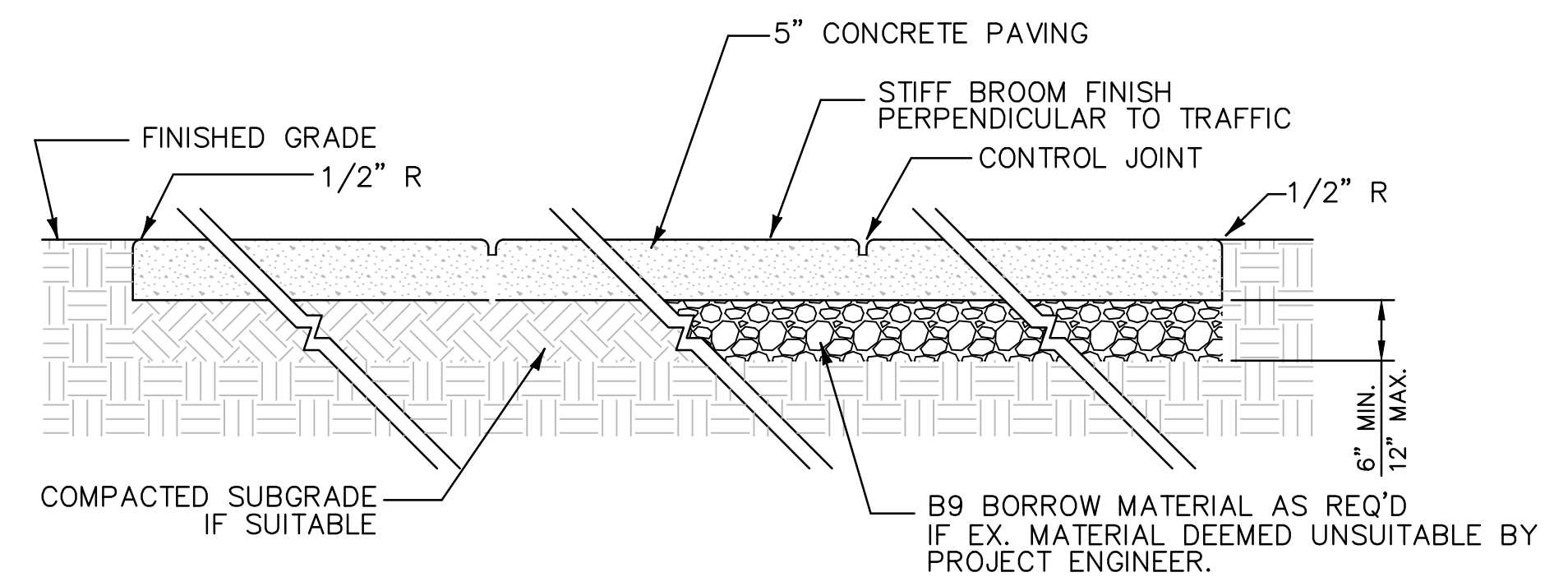


DETAIL 2 - CONTROL JOINT

NOT TO SCALE



TYPICAL SECTION
(STA. 17+80 TO STA. E.O.P.)
NOT TO SCALE



NOTES:

1. EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED WITH TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS INDICATED.
2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS SPACED AS SHOWN ABOVE.
3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED

TYPICAL CONCRETE PAVING DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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				DSGN: GPC	DATE: 05/2023
				DRWN: GPC	DATE: 05/2022
				CHKD:	DATE:
				DA/OC:	DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL SECTIONS

WORKING NUMBER:
TS-1

DRAWING NUMBER:
4

STATE	PROJECT NO.
MISS	HPP-8750-00(004)LPA

SUMMARY OF QUANTITIES (SHEET 1)				
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 105845-802000	
			Prelim	Final
202-B007	Removal of Asphalt Pavement, All Depths	SY	450	
202-B053	Removal of Concrete Foundation	EA	1	
202-B073	Removal of Concrete Pavement, All Depths	SY	490	
202-B080	Removal of Concrete Sidewalk	SY	21	
202-B089	Removal of Curb &/or Curb and Gutter, All Types	LF	440	
202-B163	Removal of Inlet Tops	EA	1	
202-B165	Removal of Inlets, All Sizes	EA	1	
202-B240	Removal of Traffic Stripe	LF	200	
202-B249	Removal of Trees, Less Than or Equal to 10 inches	EA	10	
203-EX020	Borrow Excavation, AH, FME, Class B9	CY	350	
203-G001	Excess Excavation, FM, AH	CY	100	
211-B001	Topsoil for Slope Treatment, Contractor Furnished	CY	50	
216-B002	Solid Sodding, Centipede	SY	600	
219-A001	Watering	KGAL	40	
907-234-A001	Temporary Silt Fence	LF	900	
246-B002	Rockbags	LF	200	
304-G001	Size 3/4" and Down Crushed Stone Base, AEA	CY	25	
	OR			
304-G002	Size 610 Crushed Stone Base, AEA	CY	25	
	OR			
304-G003	Size 825B Crushed Stone Base, AEA	CY	25	
907-417-A001	Polymer Cement Surface System	SY	100	
601-B001	Class "B" Structural Concrete, Minor Structures	CY	6	
602-A001	Reinforcing Steel	LBS	525	
603-PE001	12" Corrugated Polyethylene Pipe	LF	10	
604-A001	Castings	LBS	237	
608-A001	Concrete Sidewalk, Without Reinforcement	SY	900	
907-608-C001	Detectable Warning Panels	SF	233	
907-608-D001	Colored Concrete Sidewalk SCORING PATTERN	SY	14	
907-608-D002	Stamped and Colored Concrete Sidewalk BRICK PATTERN, DRIVEWAY	SF	2,300	
907-608-D002	Stamped and Colored Concrete Sidewalk BRICK PATTERN	SF	110	
609-B002	Concrete Curb, Header	LF	295	
609-D002	Combination Concrete Curb and Gutter Type 1 Modified	LF	290	
613-D010	Adjustment of Water Meter	EA	4	
613-D011	Adjustment of Water Valve	EA	2	
614-B003	Concrete Driveway, With Reinforcement, 6-inch Thickness	SY	420	
618-A001	Maintenance of Traffic	LS	1	
618-B001	Additional Construction Signs	SF	1	
620-A001	Mobilization	LS	1	
626-H004	Thermoplastic Legend, White	SF	46	
626-H005	Thermoplastic Legend, White	LF	1,060	
907-632-C001	Modify Existing Traffic Signal Cabinet Assembly	EA	1	
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	2	
907-634-C001	Pole Foundations, Class "B" Concrete	CY	1	

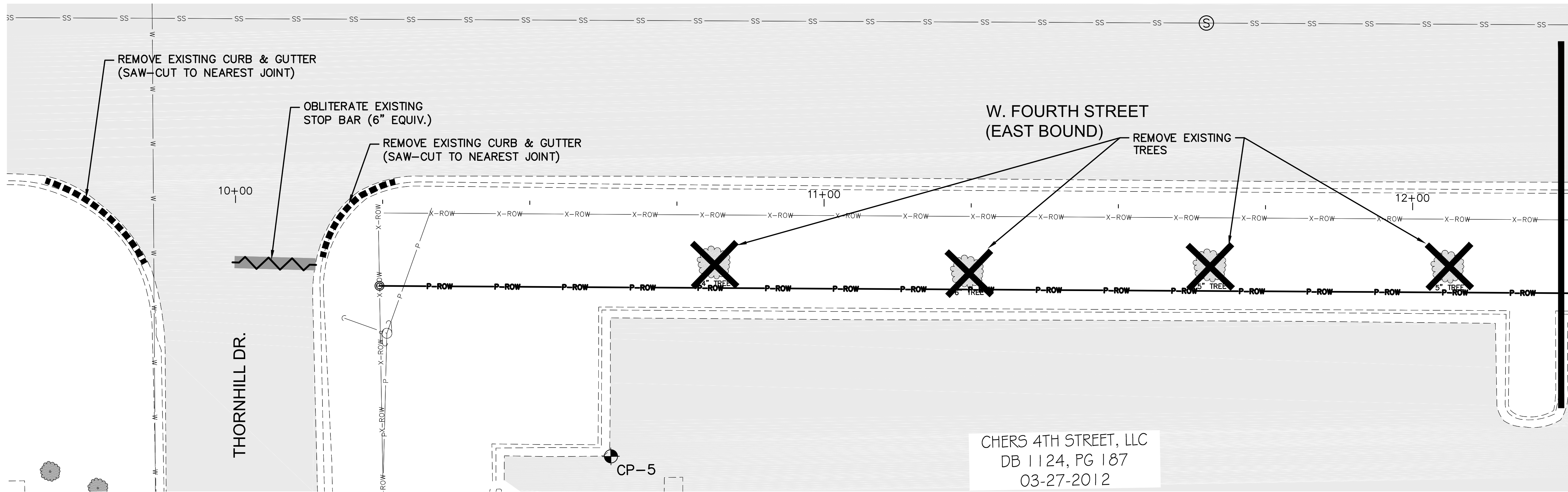
- ① INCLUDES SAWCUTTING
- ② INCLUDES STUMP REMOVAL
- ③ INCLUDES STRUCTURE EXCAVATION

	By	SUMMARY OF QUANTITIES	
	Revision	PROJ NO: HPP-8750-00(004)LPA COUNTY: FORREST	NOT FOR CONSTRUCTION
	Date	FILENAME: SQS	Working Number
	Design Team	Checked	Date
			SQ-1
			Sheet Number
			5

STATE	PROJECT NO.
MISS	HPP-8750-00(004)LPA

SUMMARY OF QUANTITIES (SHEET 2)				
PAY ITEM NO.	PAY ITEM	UNIT	FORREST : 105845-802000	
			Prelim	Final
635-A076	Traffic Signal Head, Type 6	EA	2	
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	240	
907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	24	
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	25	
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	75	
907-645-B001	Accessible Pedestrian Detection Assembly	EA	2	
699-A001	Roadway Construction Stakes	LS	1	
907-809-A001	Retaining Wall System	SF	1,400	
L00017: 907-258-PP501	Pedestrian Guardrail, Per Plans	LF	270	
	ADD OPTION NO. 1			
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	200	
907-637-D009	Traffic Signal Conduit, Underground Drilled or Jacked, Type 4, 2"	LF	90	
682-A010	Underground Branch Circuit, AWG 10, 3 Conductor	LF	1,300	
682-B010	Underground Branch Circuit, Jacked or Bored, AWG 10, 3 Conductor	LF	110	
682-D003	Underground Pull Box	EA	1	
682-F001	Secondary Power Controller	EA	1	
684-A003	Pole Foundation, 24" Diameter	CY	3	
907-684-PP001	Pole Foundation, Per Plans	CY	37	
L00016: 683-B500	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96	EA	18	

	By	SUMMARY OF QUANTITIES	
	Revision		
		PROJ NO: HPP-8750-00(004)LPA COUNTY: FORREST	NOT FOR CONSTRUCTION
			Working Number SQ-2
Date		FILENAME: SQS	Sheet Number
		Design Team	



TREE REMOVAL NOTE:
ONLY TREES MARKED ON THE PLANS SHALL BE REMOVED UNLESS DECIDED ON BY THE ENGINEER.

UTILITY RELOCATION NOTE:
UTILITIES SHOWN IN CONFLICT WITH PROPOSED IMPROVEMENTS HAVE BEEN RELOCATED BY OTHERS.

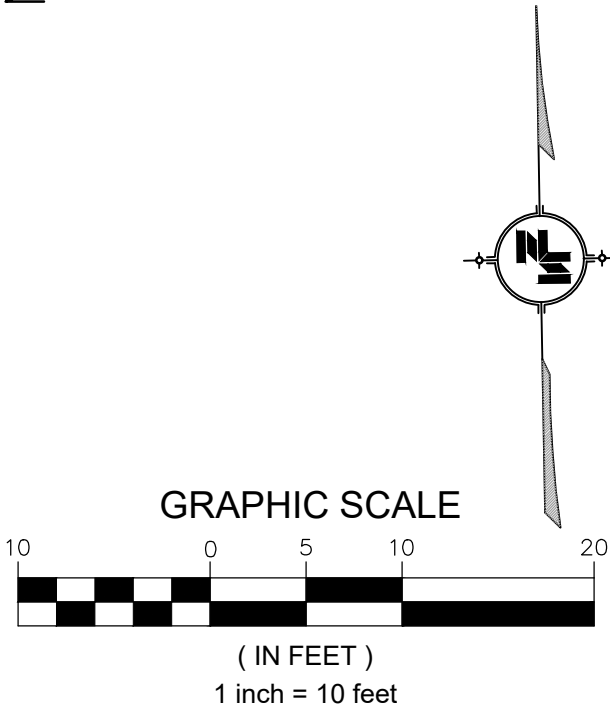
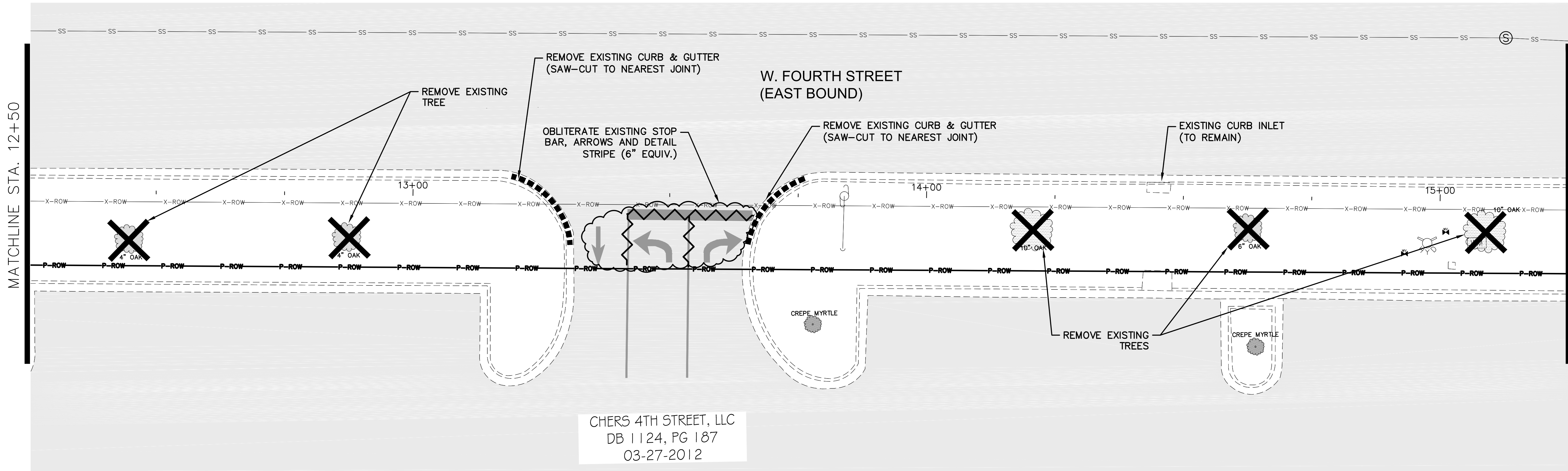
CONTROL POINT TABLE:
REFER TO WKG. NO. KEY-1 FOR CONTROL POINT INFORMATION.

LEGEND:

- REMOVAL OF ASPHALT PAVEMENT
- REMOVAL OF CONCRETE PAVEMENT
- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF TRAFFIC STRIPE
- REMOVAL OF TREE

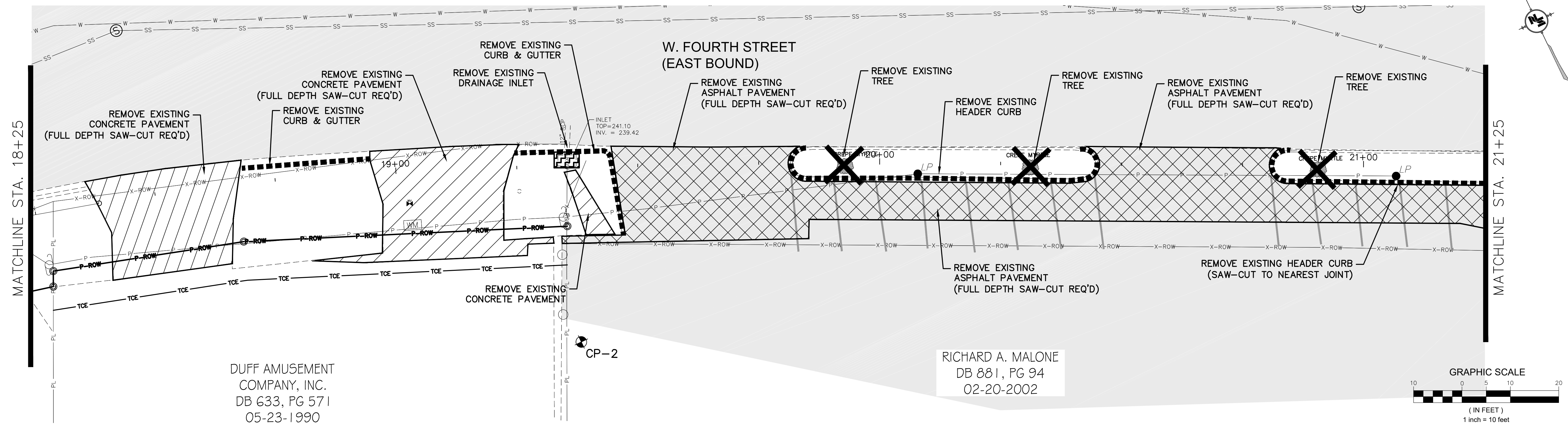
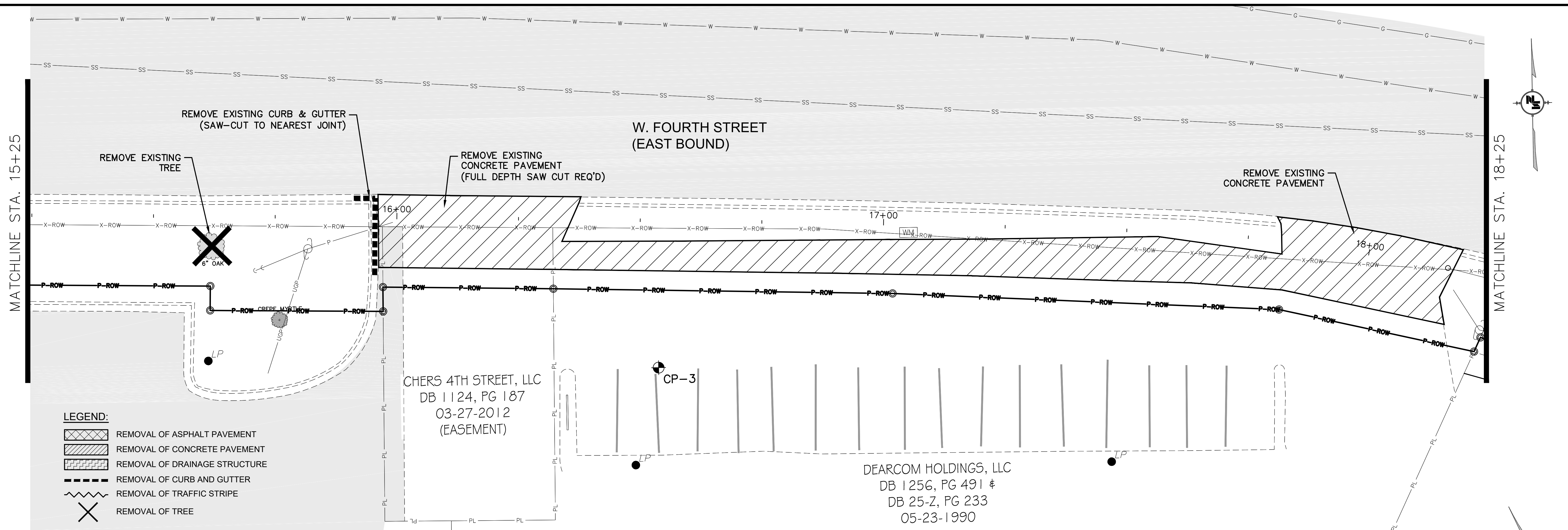
REMOVAL OF STRIPE (6" Equiv.):
PAY AS REMOVAL OF TRAFFIC STRIPE (202-B240)
THRU ARROW: 25 LF
TURN ARROW: 33 LF

- DEMOLITION NOTES:**
- EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, IRRIGATION, BRIDGE ABUTMENTS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
 - TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
 - BURNING WILL NOT BE ALLOWED ON SITE.
 - CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
 - EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION AND/OR CONSTRUCTION.
 - IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
 - ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED
 - SAW CUTTING SHALL BE CONSIDERED AN ABSORBED ITEM,



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					DSGN: GPC	DATE: 05/2023	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		
					DRWN: GPC	DATE: 05/2022			
					CHKD:	DATE:			
					QA/QC:	DATE:			

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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

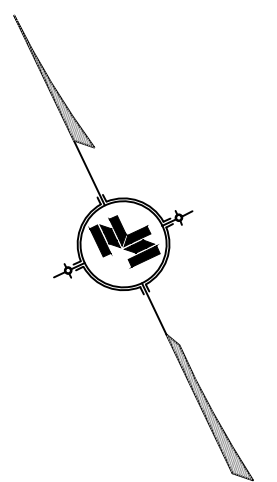
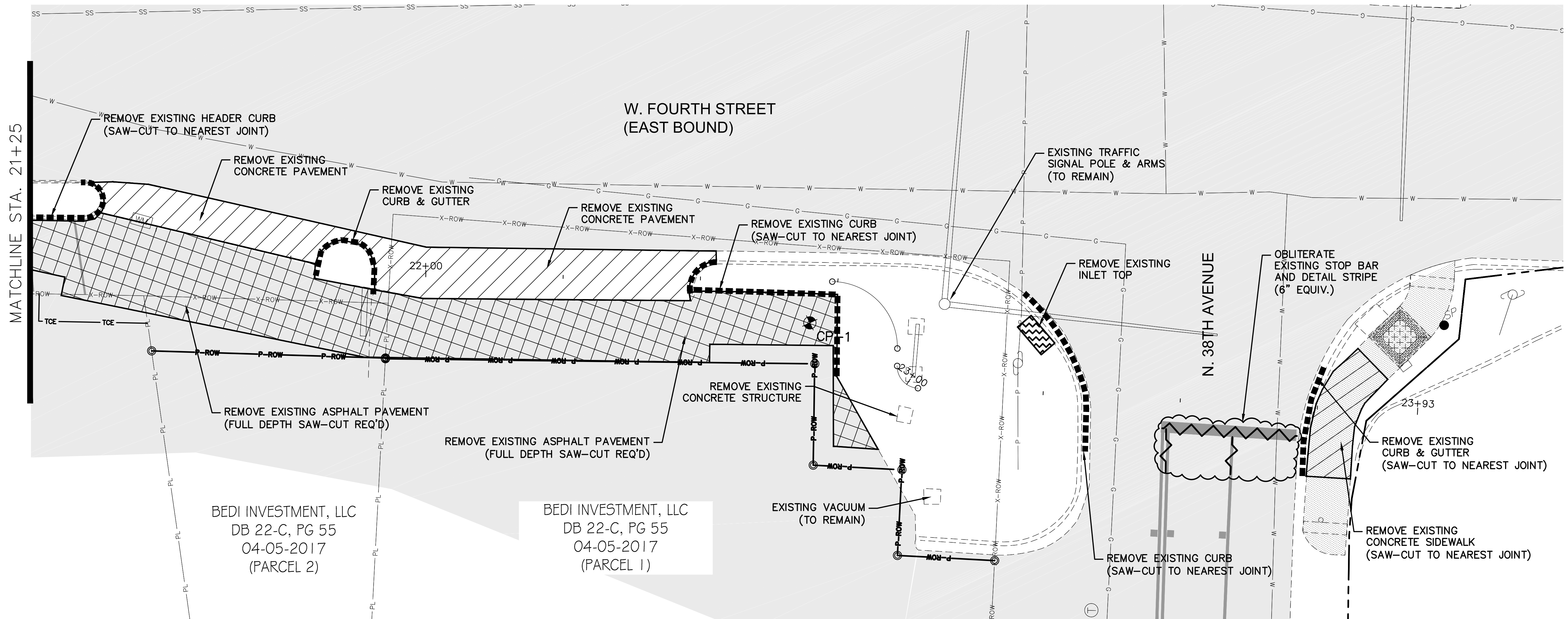
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DEMOLITION PLAN
STA 15+25 TO 21+25

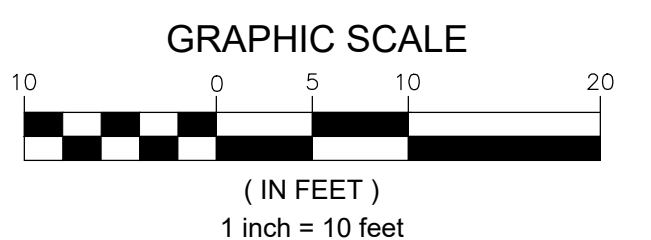
WORKING NUMBER:
DEMO-2

DRAWING NUMBER:
8



LEGEND:

- REMOVAL OF ASPHALT PAVEMENT
- REMOVAL OF CONCRETE PAVEMENT
- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF TRAFFIC STRIPE
- REMOVAL OF TREE



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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



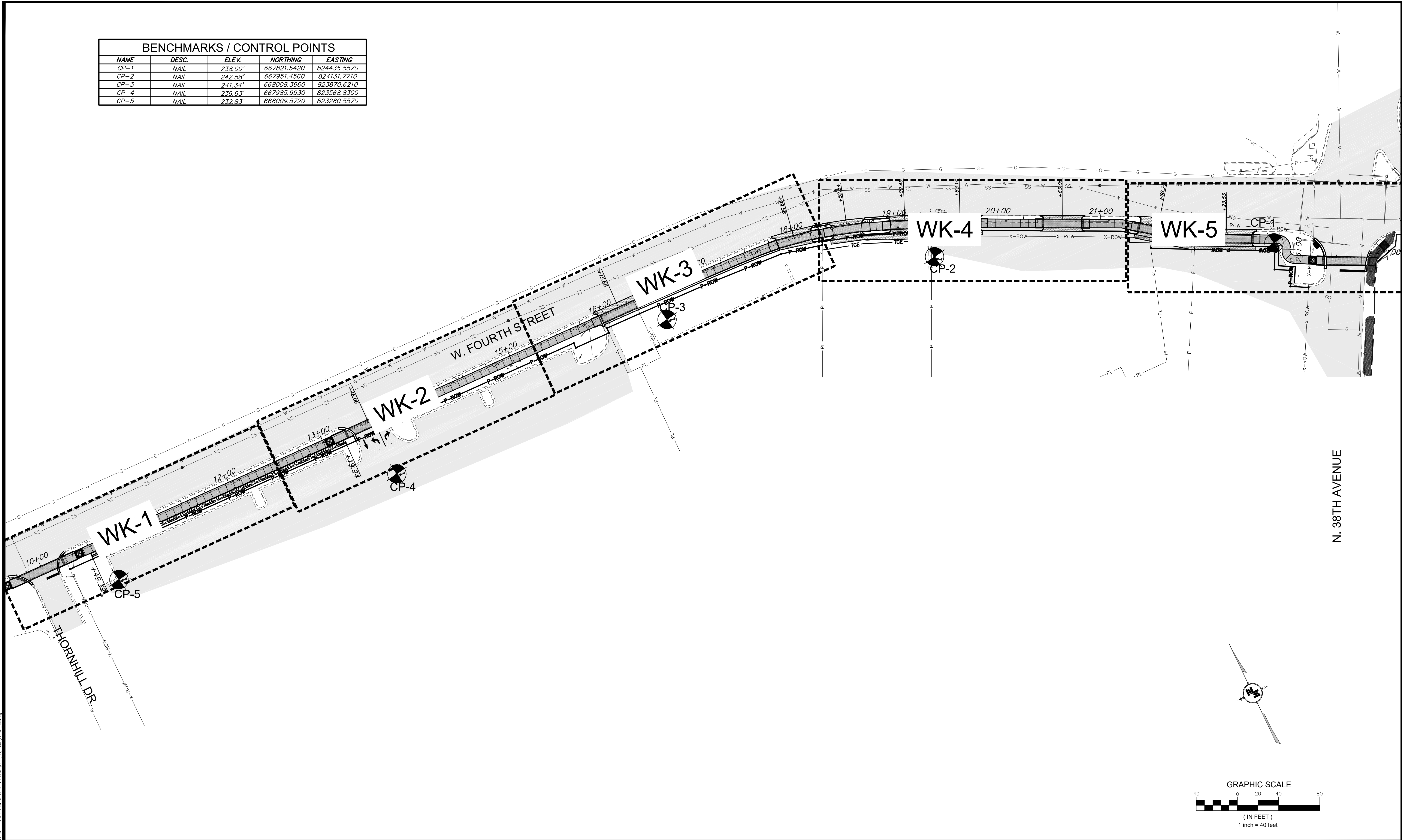
DEMOLITION PLAN
STA 21+25 TO 23+90

WORKING NUMBER:
DEMO-3

DRAWING NUMBER:
9

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BENCHMARKS / CONTROL POINTS				
NAME	DESC.	ELEV.	NORTHING	EASTING
CP-1	NAIL	238.00'	667821.5420	824435.5570
CP-2	NAIL	242.58'	667951.4560	824131.7710
CP-3	NAIL	241.34'	668008.3960	823870.6210
CP-4	NAIL	236.63'	667985.9930	823568.8300
CP-5	NAIL	232.83'	668009.5720	823280.5570



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				DRWN: GPC DATE: 05/2022
				CHKD: DATE:
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FOURTH STREET IMPROVEMENTS - PHASE III

PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG

HATTIESBURG, MS

FORREST COUNTY



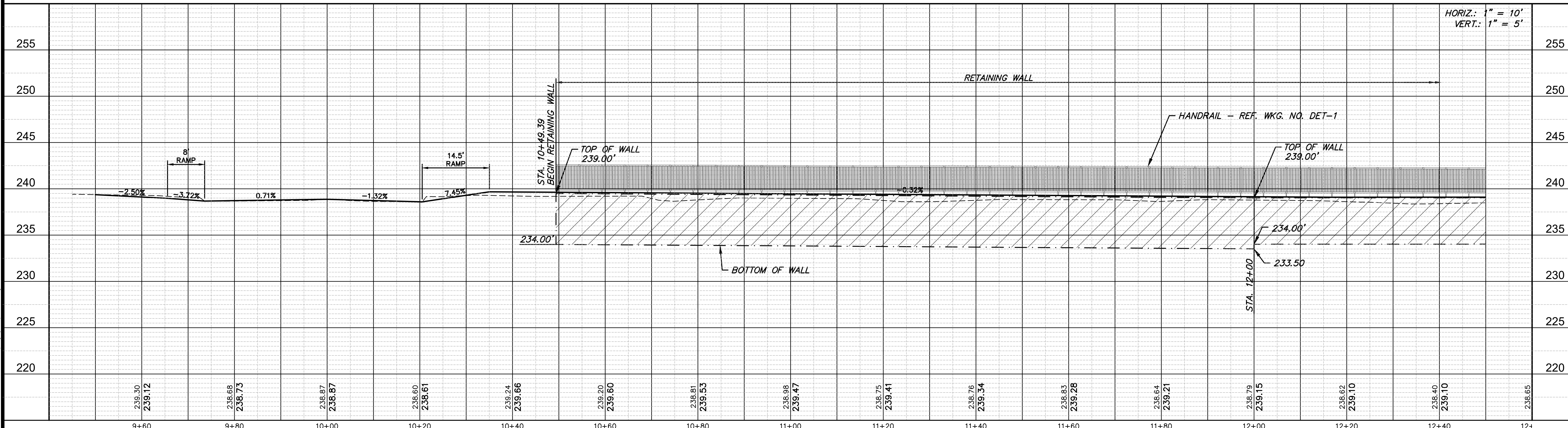
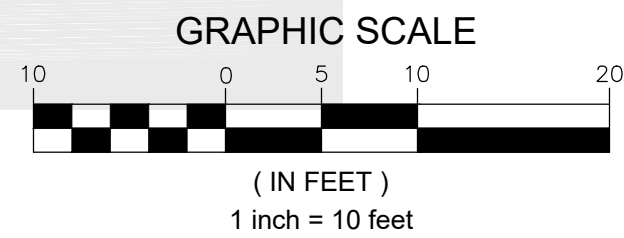
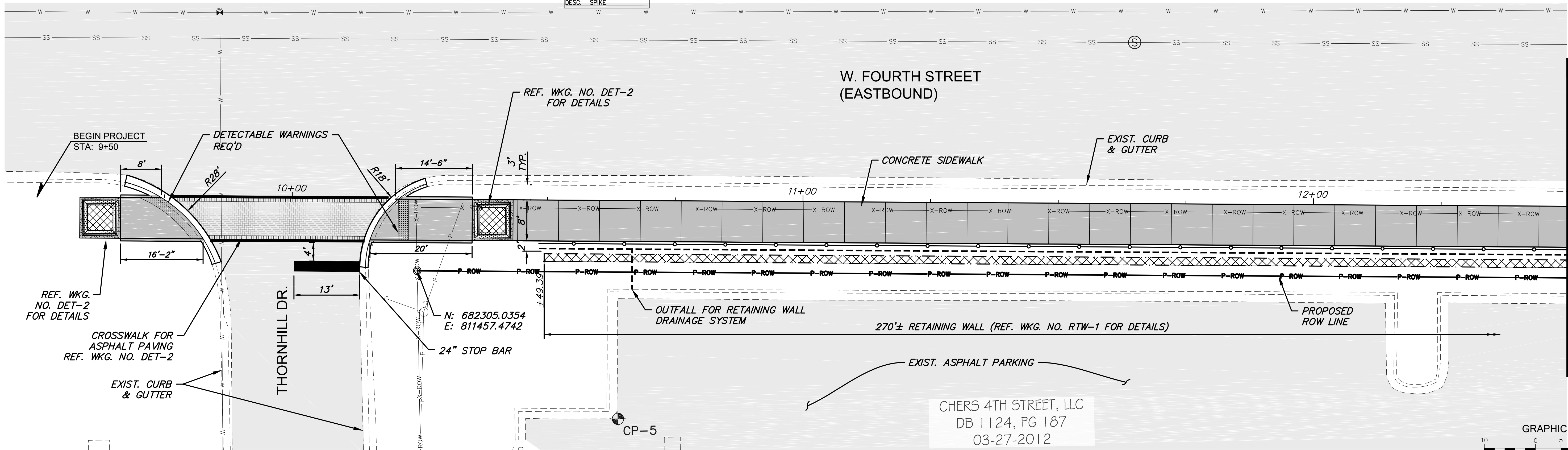
NEEL-SCHAFER

Solutions you can build upon

DRAWING KEY	
WORKING NUMBER:	DRAWING NUMBER:
KEY-1	10

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BM NAME: CP #5
N. 668009.572
E. 823280.557
DESC. SPIKE



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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

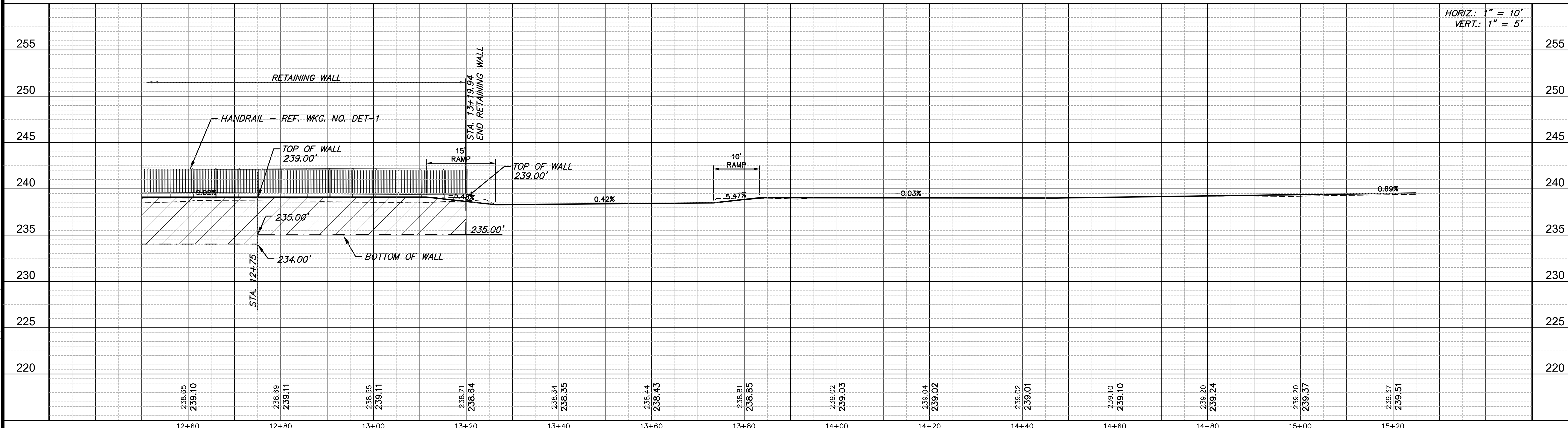
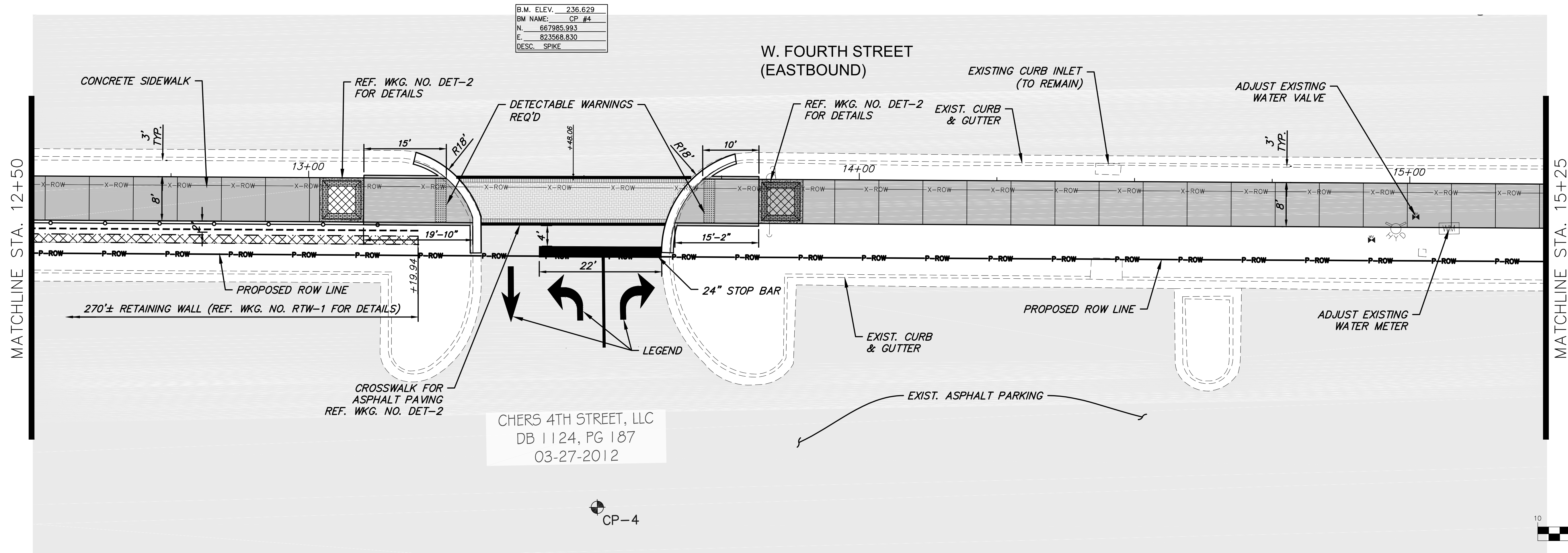
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



PLAN AND PROFILE
STA 9+50 TO 12+50

WORKING NUMBER:
WK-1

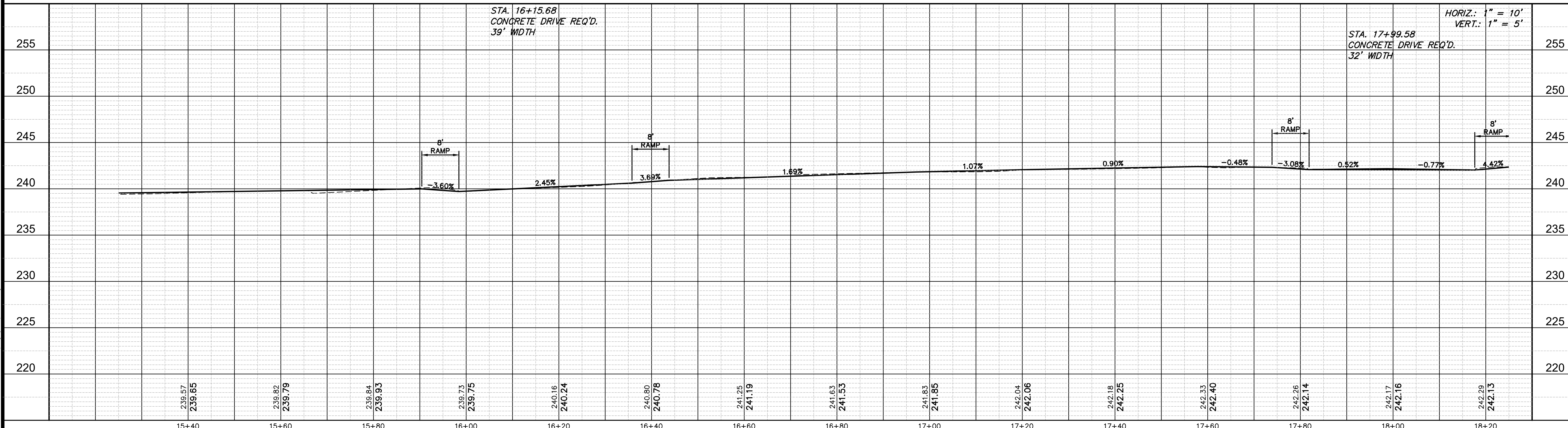
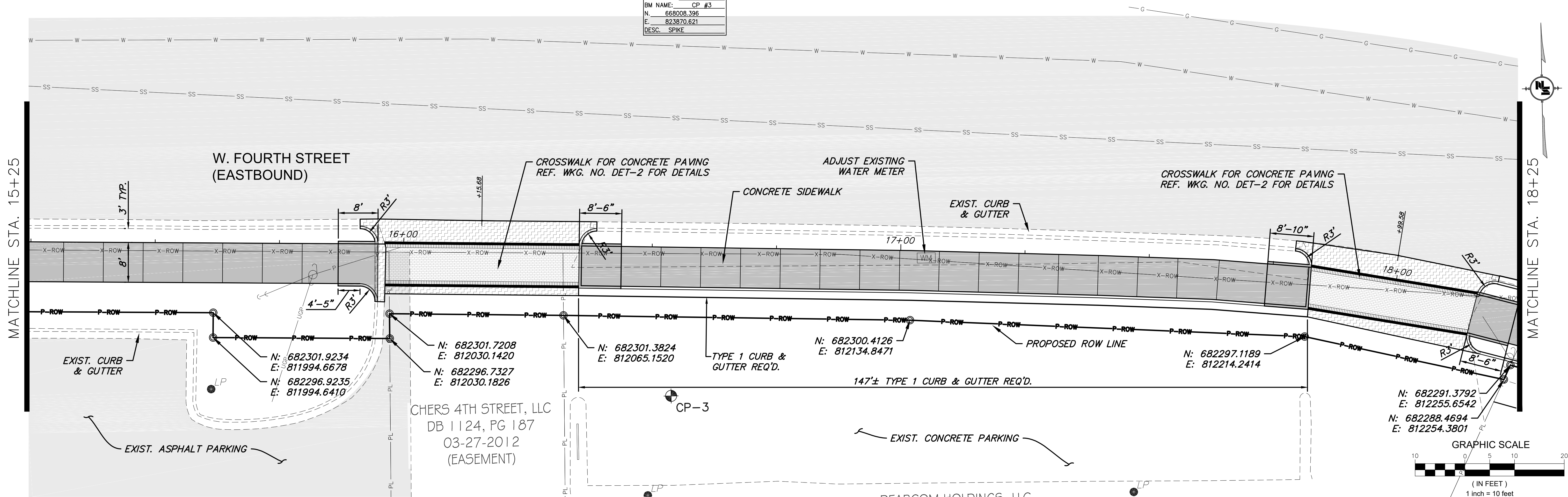
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					FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		 NEEL-SCHAFFER <i>Solutions you can build upon</i>		PLAN AND PROFILE STA 12+50 TO 15+25	
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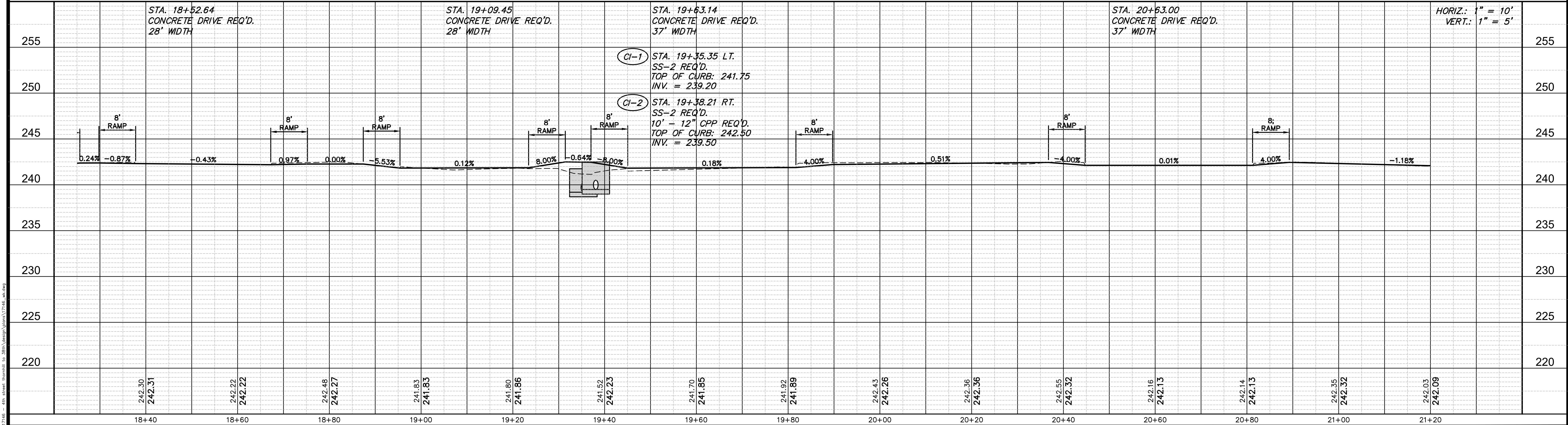
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B.M. ELEV. 241.341
BM NAME: CP #3
N. 668008.396
E. 823870.621
DESC. SPIKE



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FOURTH STREET IMPROVEMENTS - PHASE III

PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG

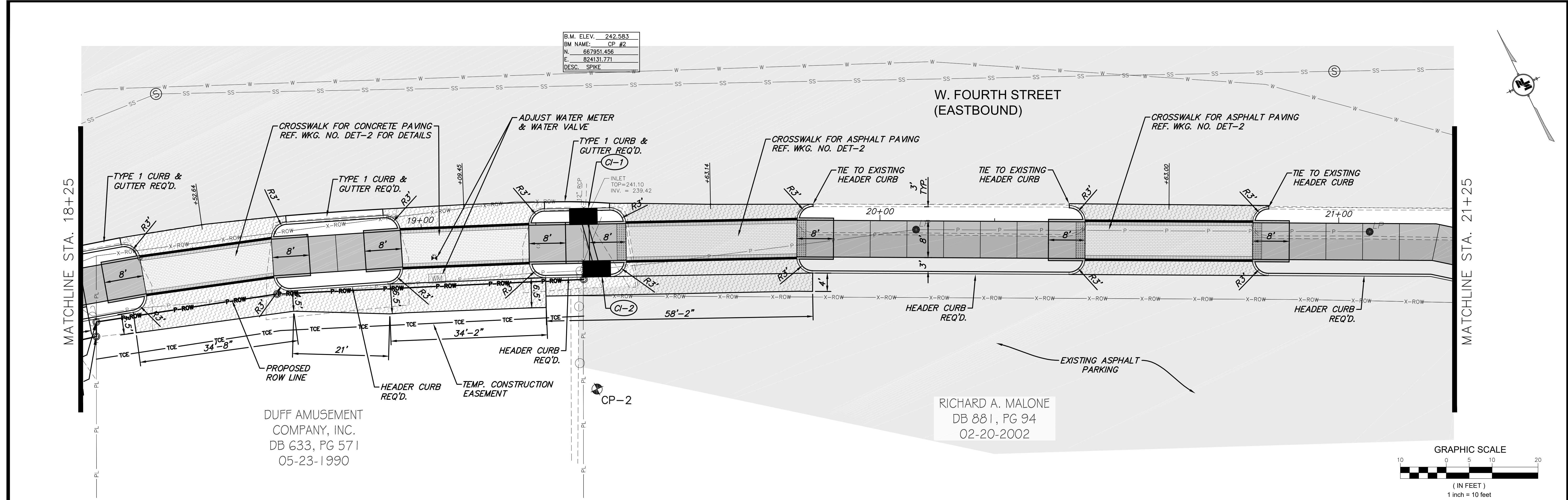
HATTIESBURG, MS

FORREST COUNTY

NEEL-SCHAFER

Solutions you can build upon

PLAN AND PROFILE	
STA 18+25 TO 21+25	
WORKING NUMBER:	DRAWING NUMBER:
WK-4	14

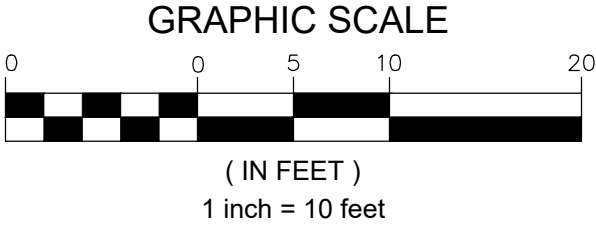


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E.	824131.771
DESC.	SPIKE

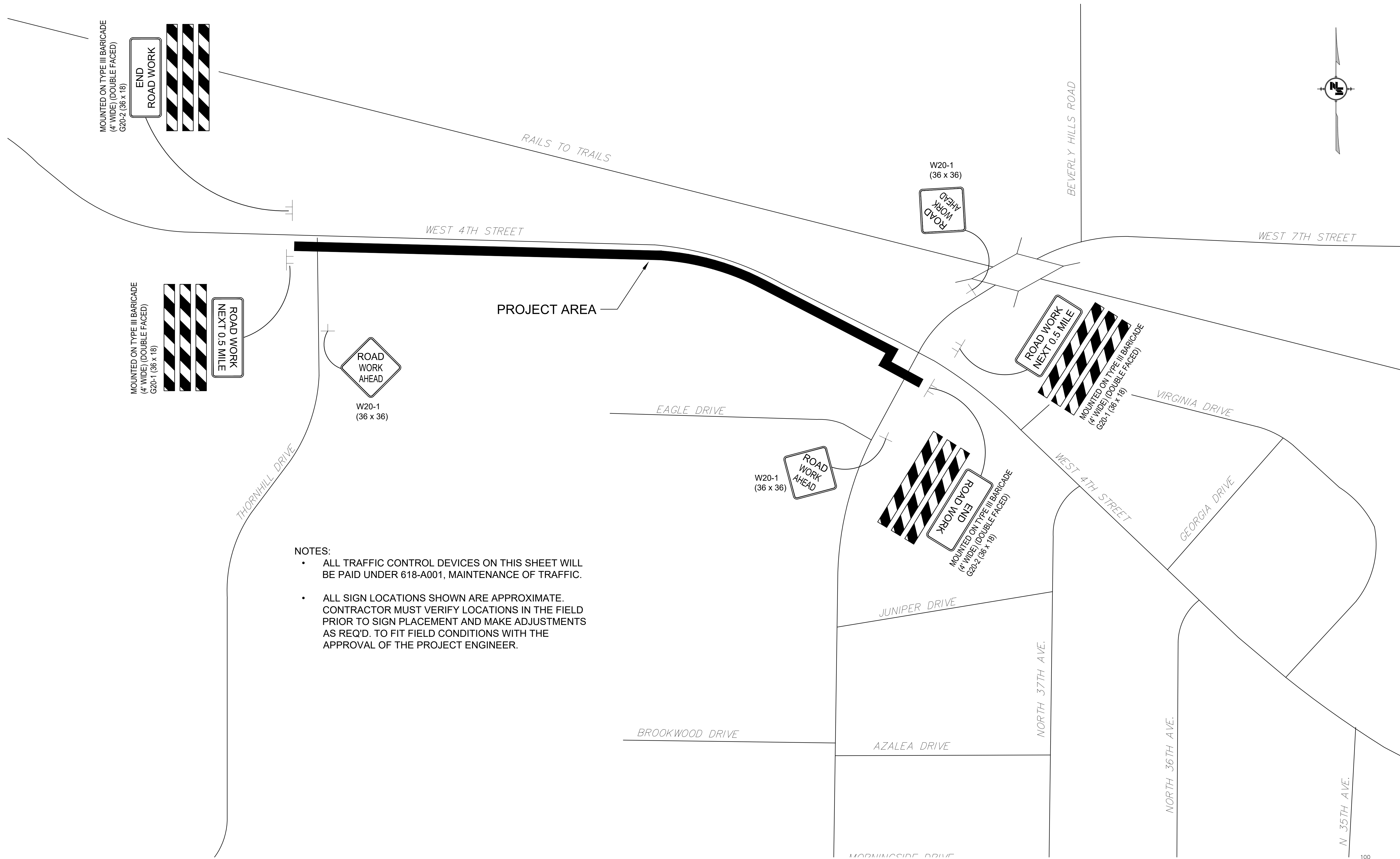
W. FOURTH STREET
(EASTBOUND)

DUFF AMUSEMENT
COMPANY, INC.
DB 633, PG 57 I
05-23-1990

RICHARD A. MALONE
DB 881, PG 94
02-20-2002

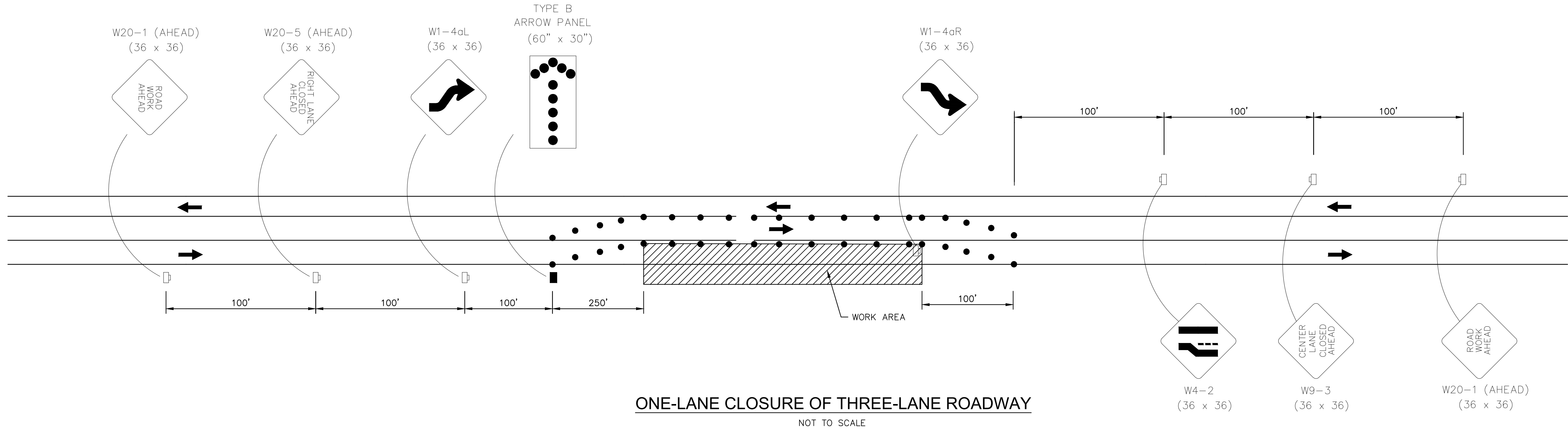


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- NOTES:
- ALL TRAFFIC CONTROL DEVICES ON THIS SHEET WILL BE PAID UNDER 618-A001, MAINTENANCE OF TRAFFIC.
 - ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST VERIFY LOCATIONS IN THE FIELD PRIOR TO SIGN PLACEMENT AND MAKE ADJUSTMENTS AS REQ'D. TO FIT FIELD CONDITIONS WITH THE APPROVAL OF THE PROJECT ENGINEER.

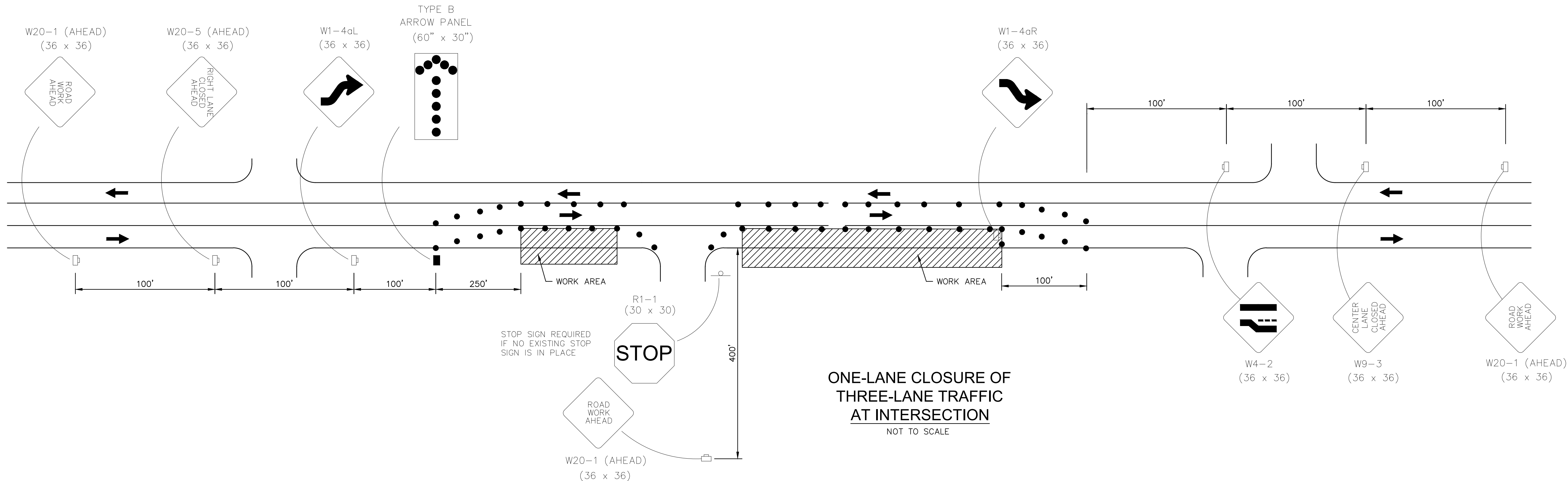
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					DRWN: GPC DATE: 05/2022					
					CHKD: DATE:					
					QA/QC: DATE:					



ONE-LANE CLOSURE OF THREE-LANE ROADWAY
NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE INCLUDED IN PAY ITEMS 618 MAINTENANCE OF TRAFFIC
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).



ONE-LANE CLOSURE OF
THREE-LANE TRAFFIC
AT INTERSECTION
NOT TO SCALE

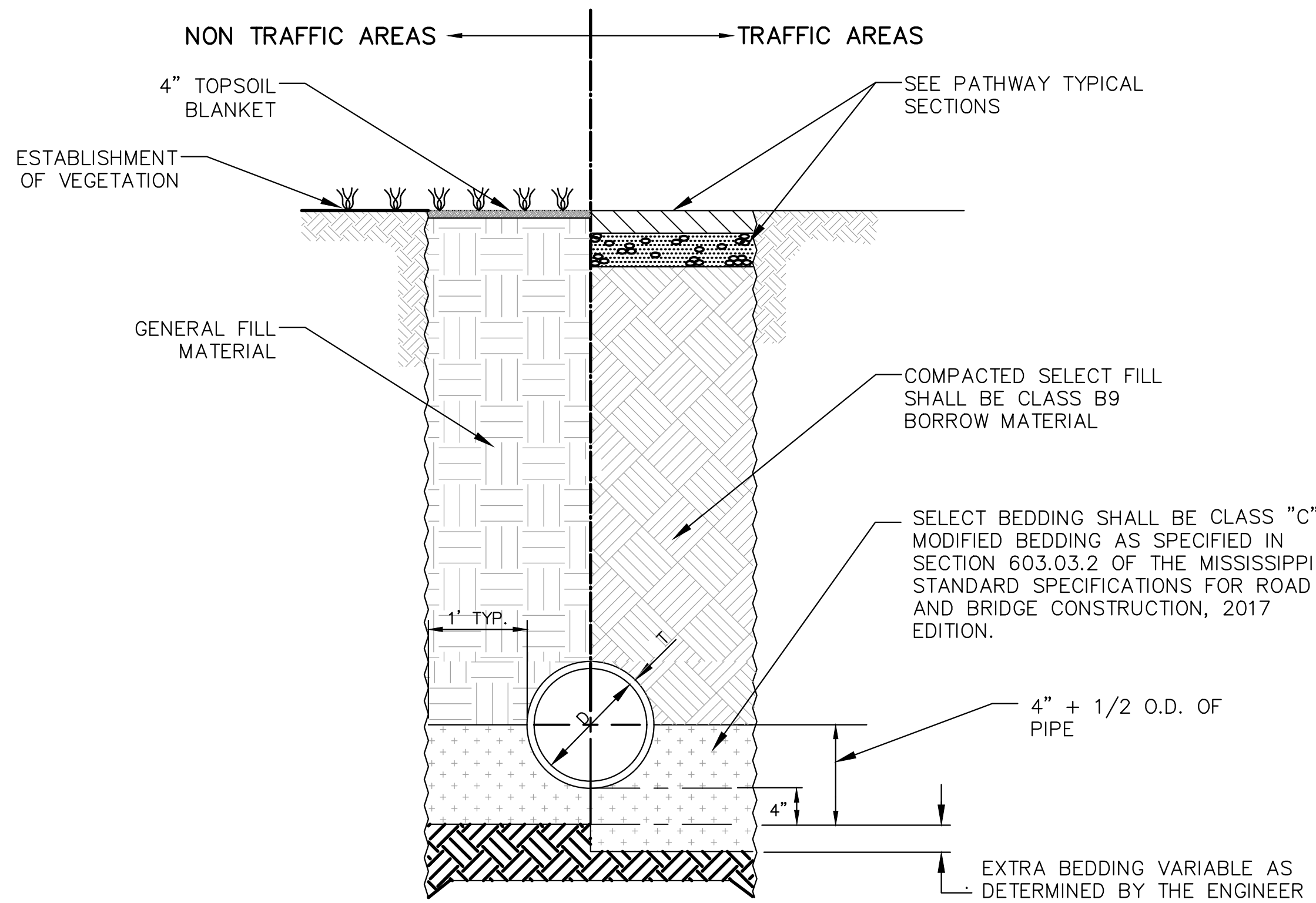
SYMBOLS

- WORK AREA
- TRAFFIC CONTROL SIGN
- WORK ZONE SIGN
- STOP SIGN
- TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
- LOCATION OF ARROW BOARD

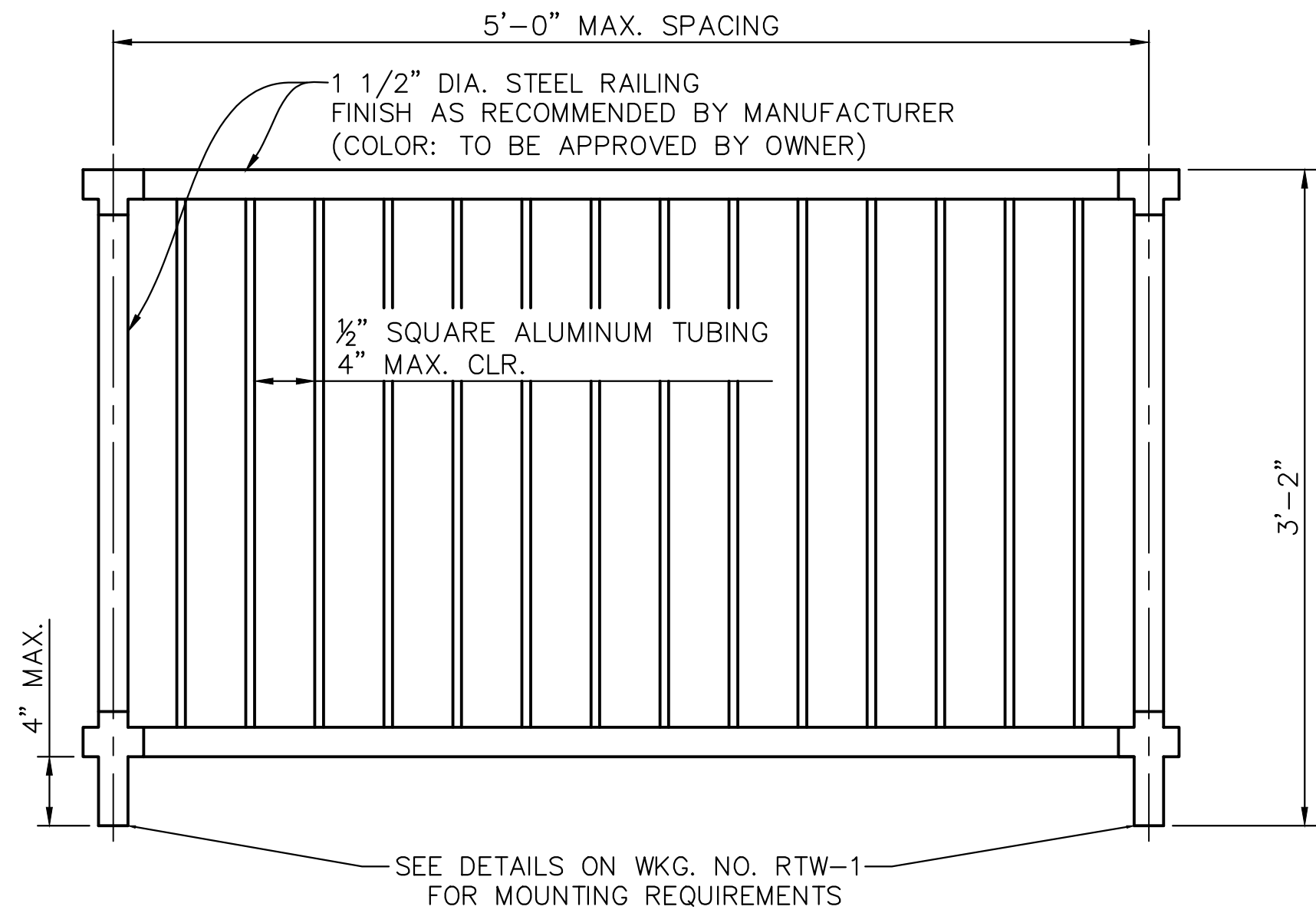
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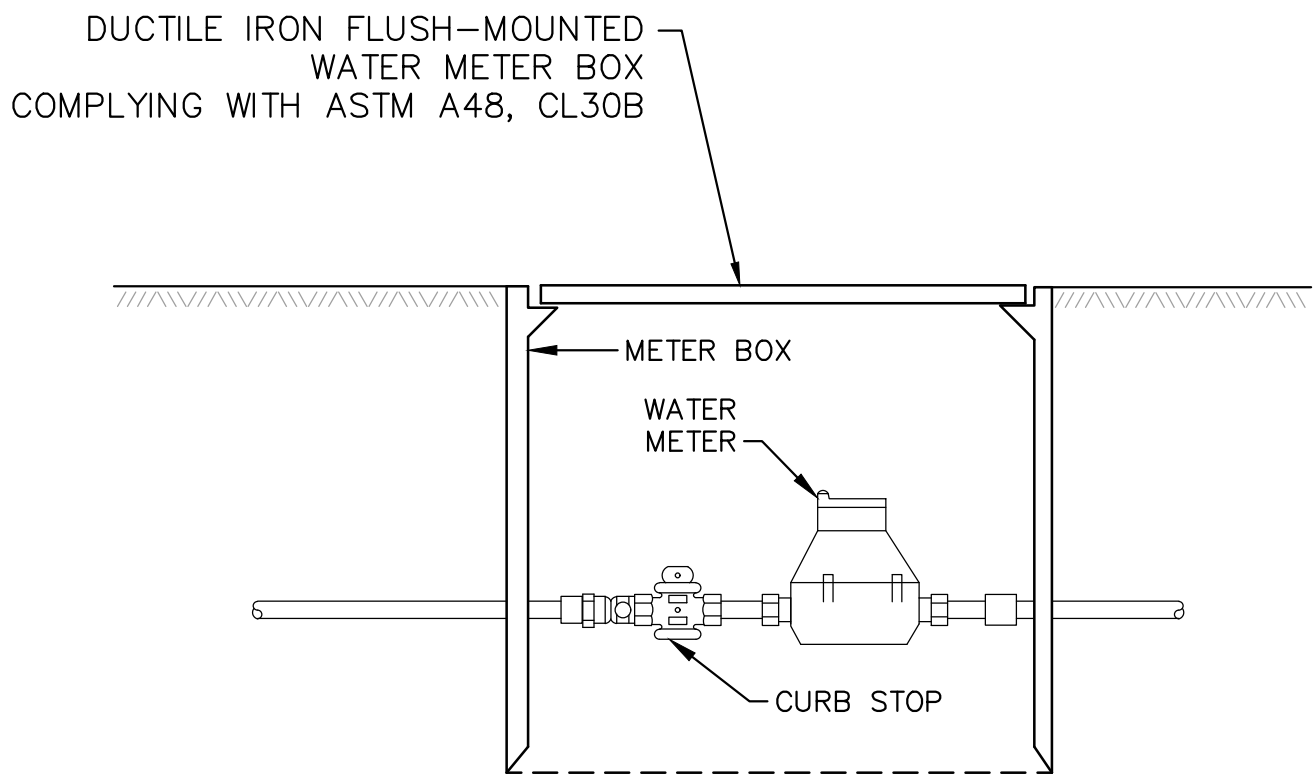
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TYPICAL TRENCH DETAILS
FOR DRAINAGE PIPE
NOT TO SCALE

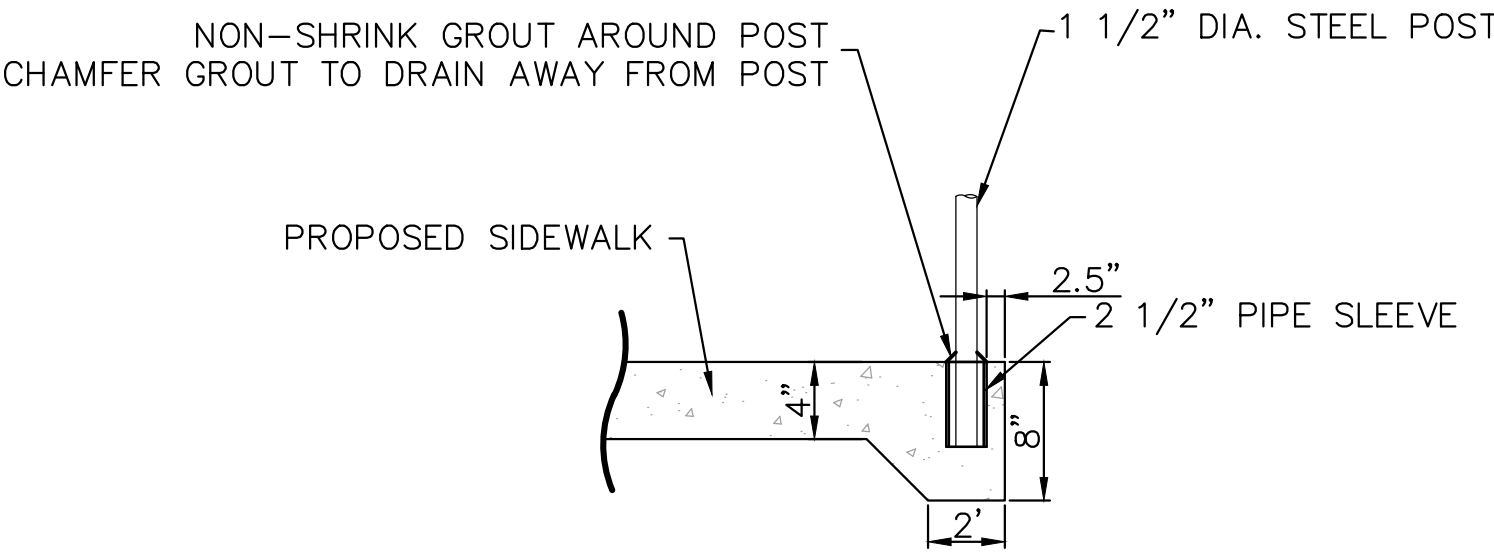


TYPICAL HANDRAIL-DETAIL
NOT TO SCALE



WATER METER BOX REPLACEMENT DETAIL
FOR TRAFFIC AREAS
NOT TO SCALE

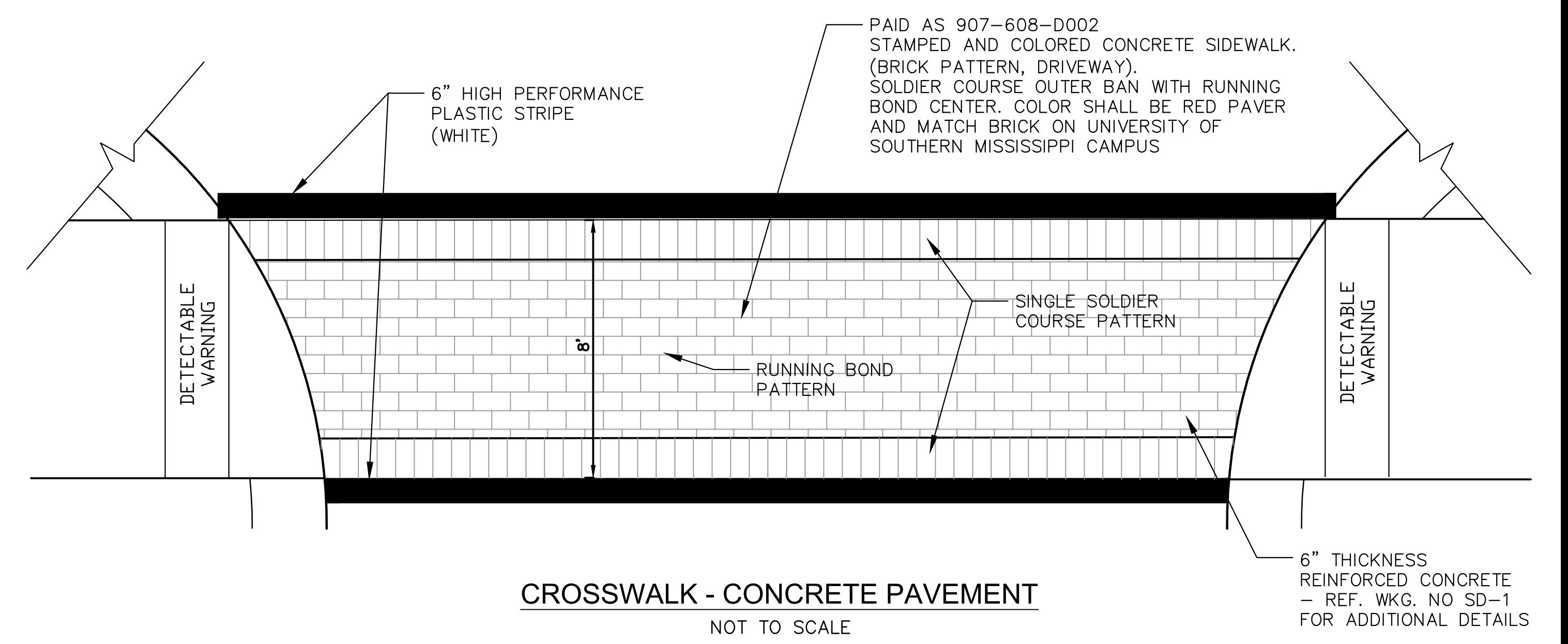
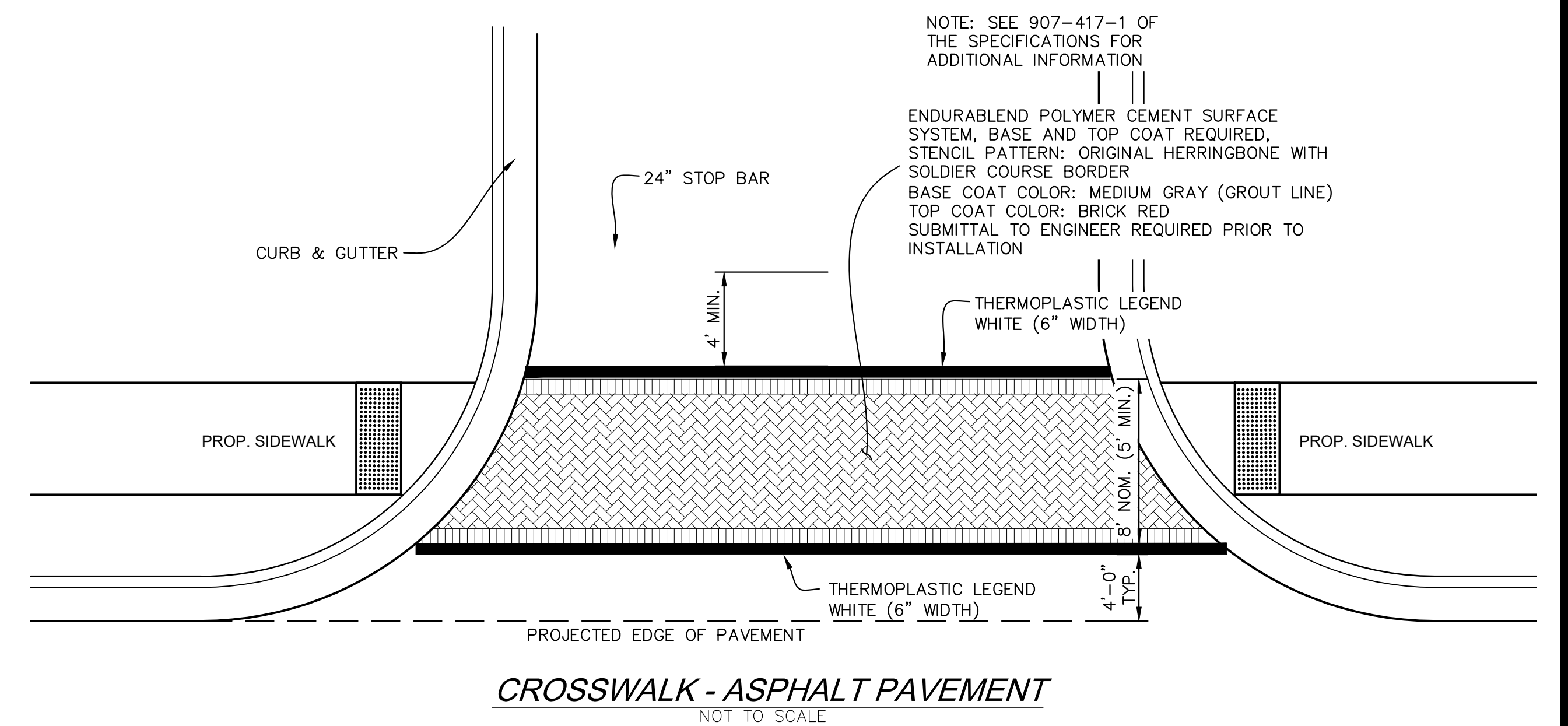
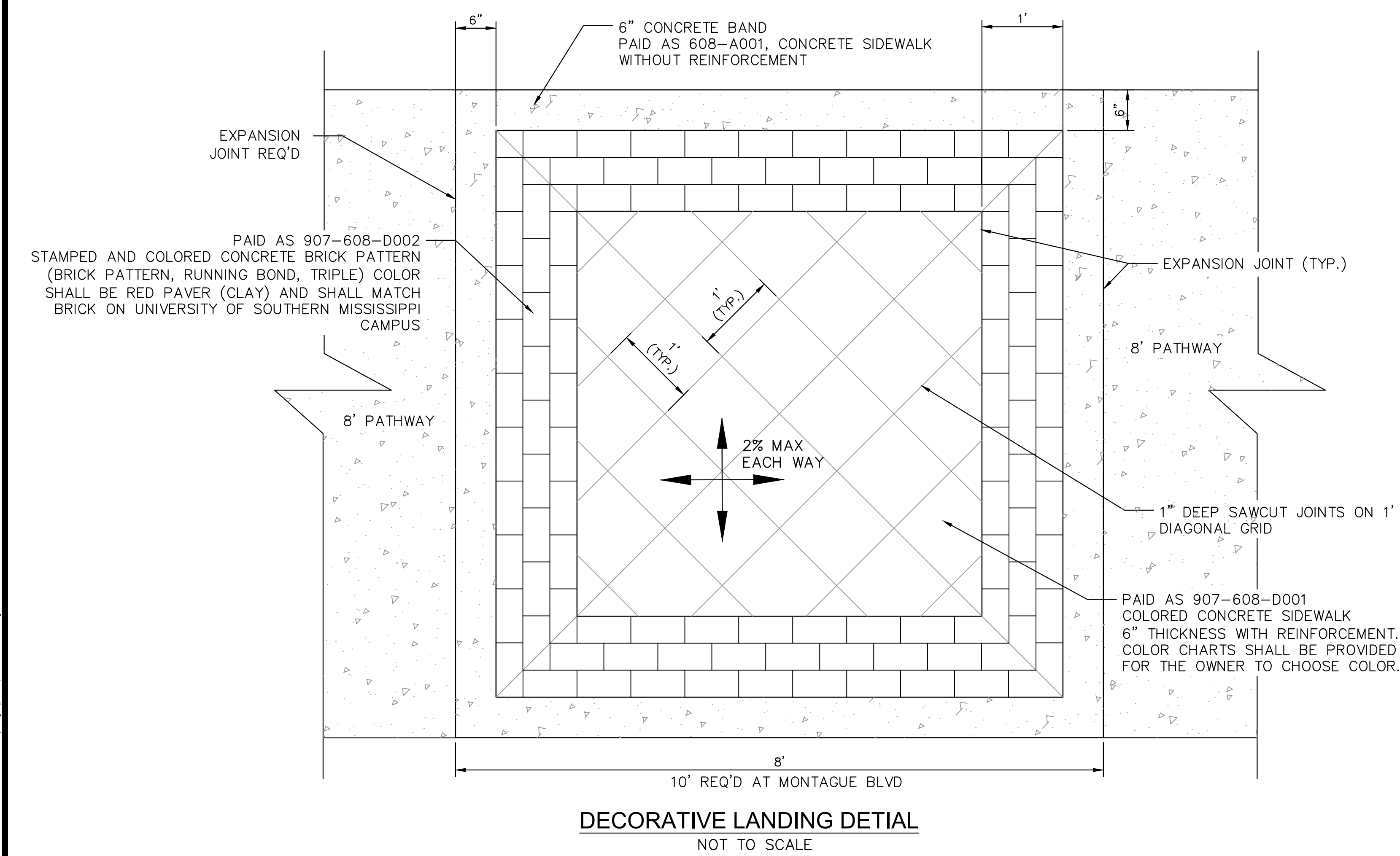
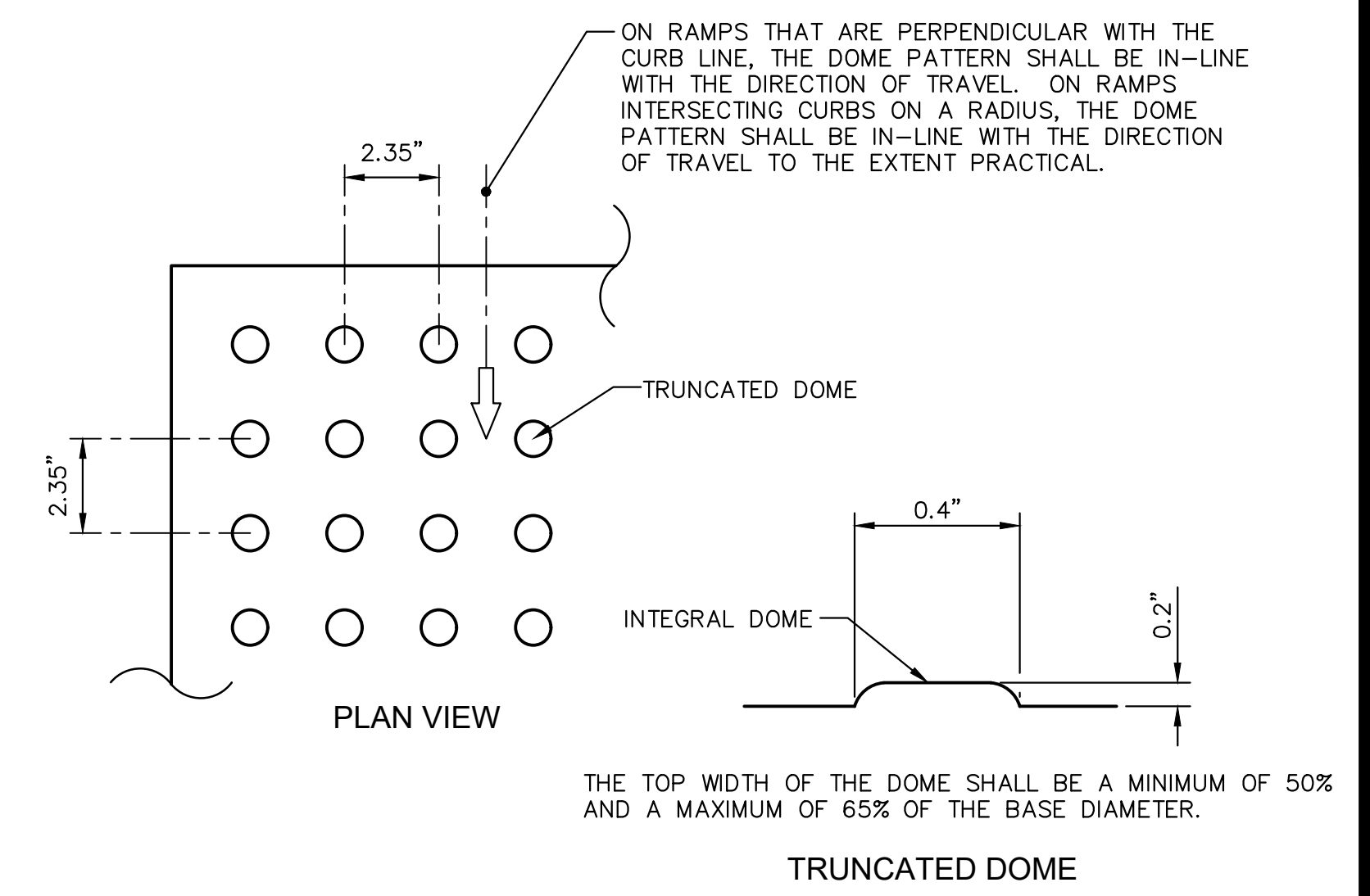
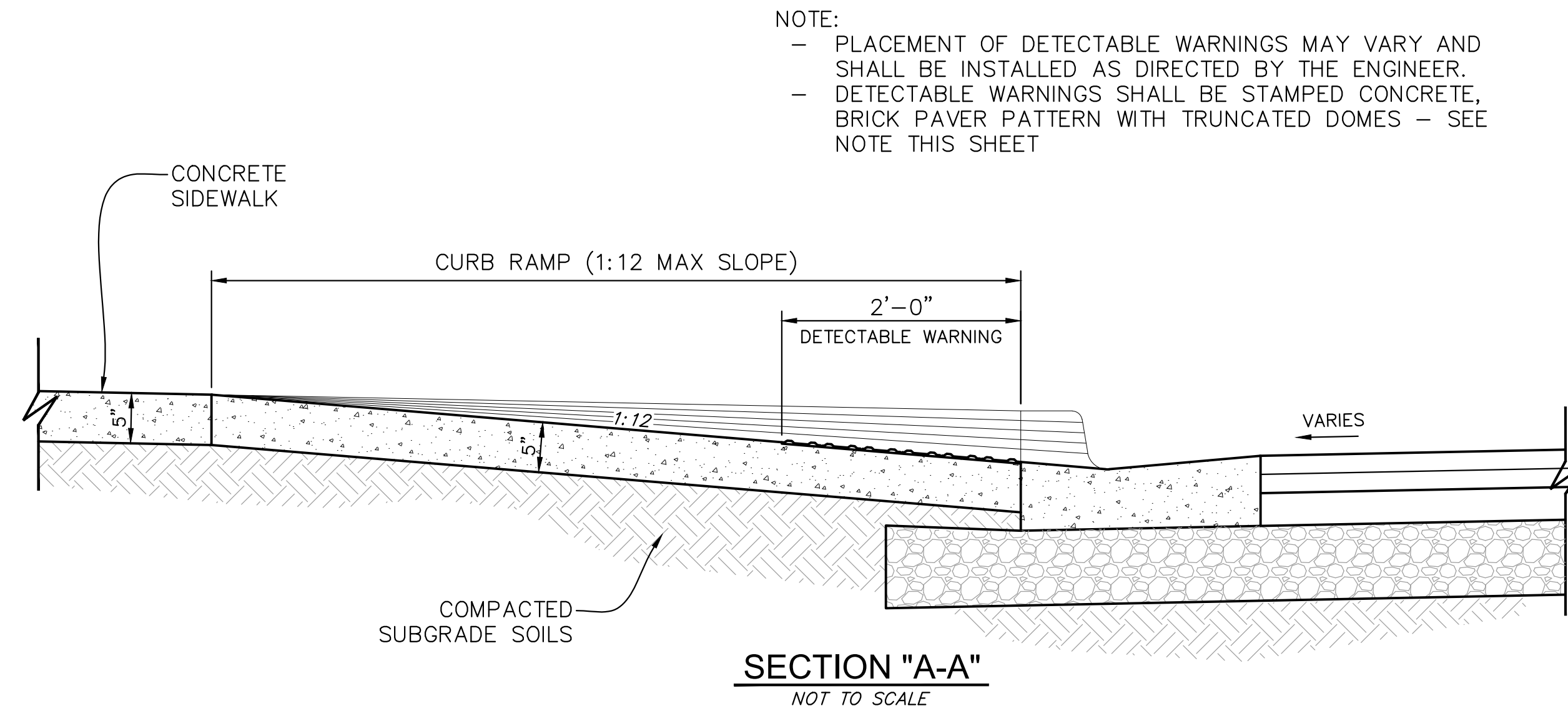
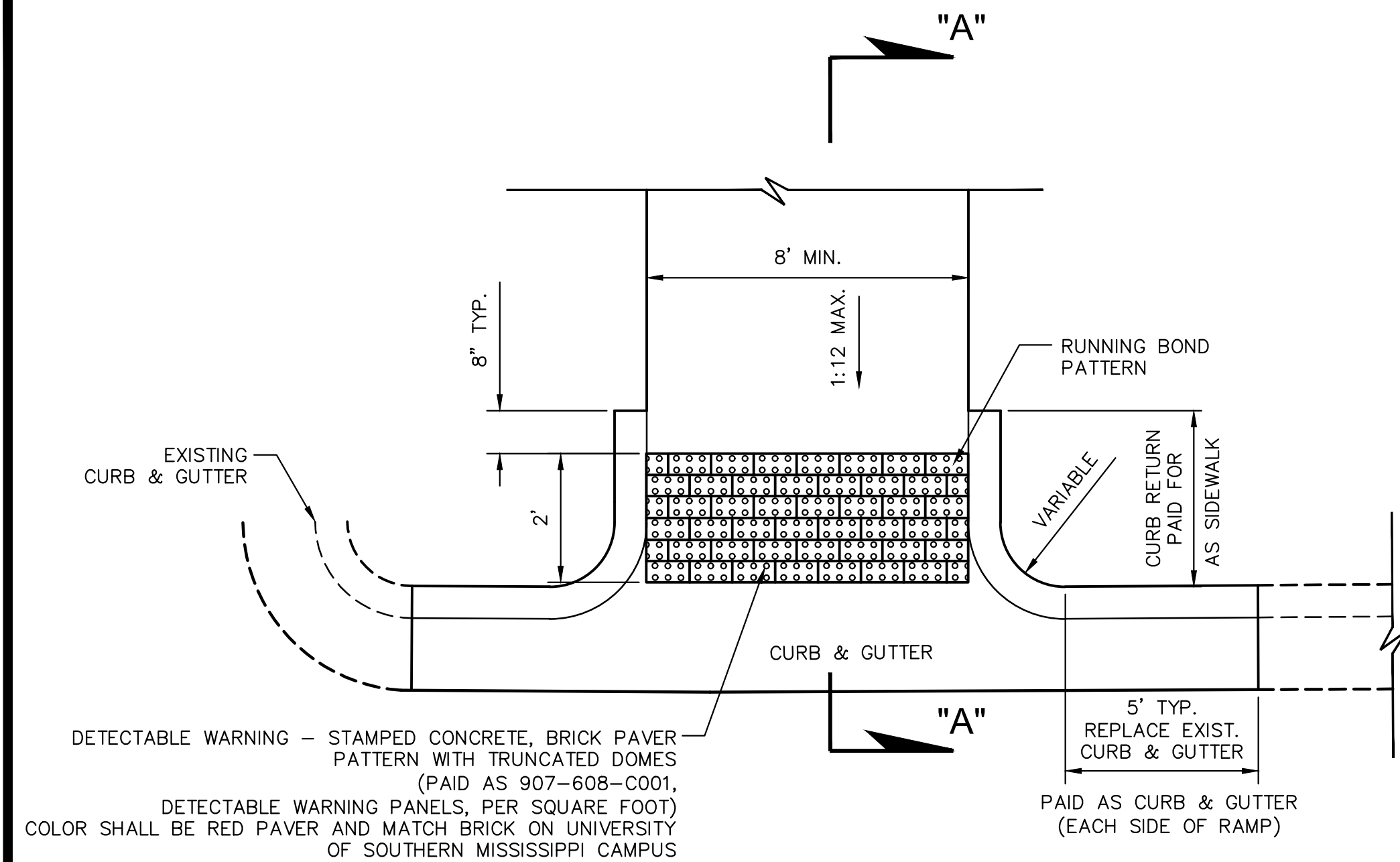
NOTE:
- PAYMENT FOR BOX WILL BE UNDER PAY ITEM 613-D010, ADJUSTMENT OF WATER METER.
- METER BOX WILL ONLY BE REQUIRED IF EXISTING BOX IS DAMAGED DURING DEMOLITION ACTIVITY.



TYPICAL HANDRAIL MOUNTING DETAIL
NOT TO SCALE

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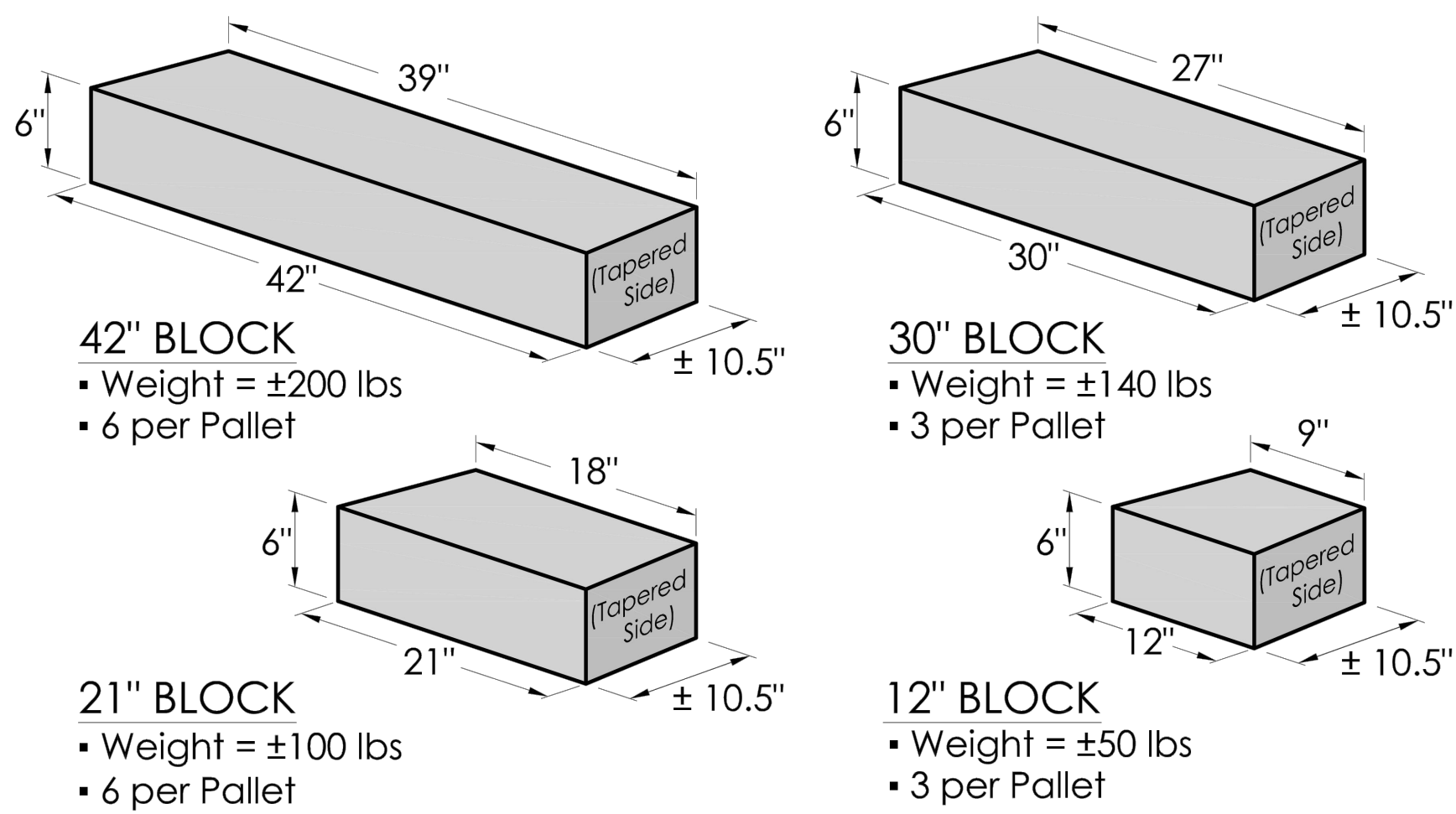


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WALL BLOCKS

Kodah wall blocks are provided in four basic sizes. The blocks are finished on the front and back faces. Both sides of the wall blocks are tapered on each side approximately 1 1/2" from the front to the back of the block. There are multiple face/texture patterns for each basic block size, providing a more random look for your finished project.

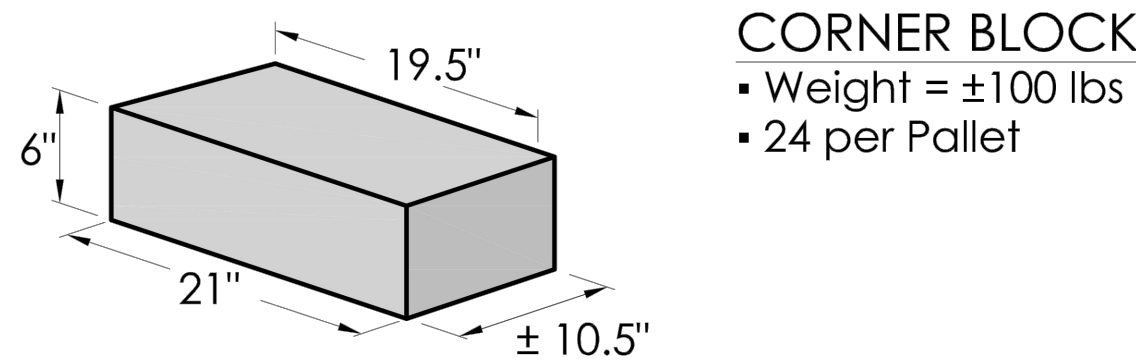


NOTES:

- THE RETAINING WALL SHALL BE ROSETTA - KODAH. THE COLOR IS TO BE CHOCTAW SANDSTONE.
- THE COST OF THE RETAINING WALL PER SQUARE FOOT SHALL INCLUDE EXCAVATION & DISPOSAL MATERIALS FOR FOOTING & BLOCKS, BASE FOUNDATION & LEVELING, BLOCKS WITH ATTACHMENTS FEATURES, WALL BACKFILL CRUSHED STONE, AND ALL LABOR AND MATERIALS NECESSARY TO COMPLETE WORK.
- CONTRACTOR IS REQUIRED TO STAKE PROPOSED RETAINING WALL PATH FOR REVIEW AND APPROVAL BY THE ENGINEER BEFORE CONSTRUCTION.
- BLOCK RETAINING WALL SHALL BE INSTALLED ACCORDING TO MANUFACTURES RECOMMENDATIONS.

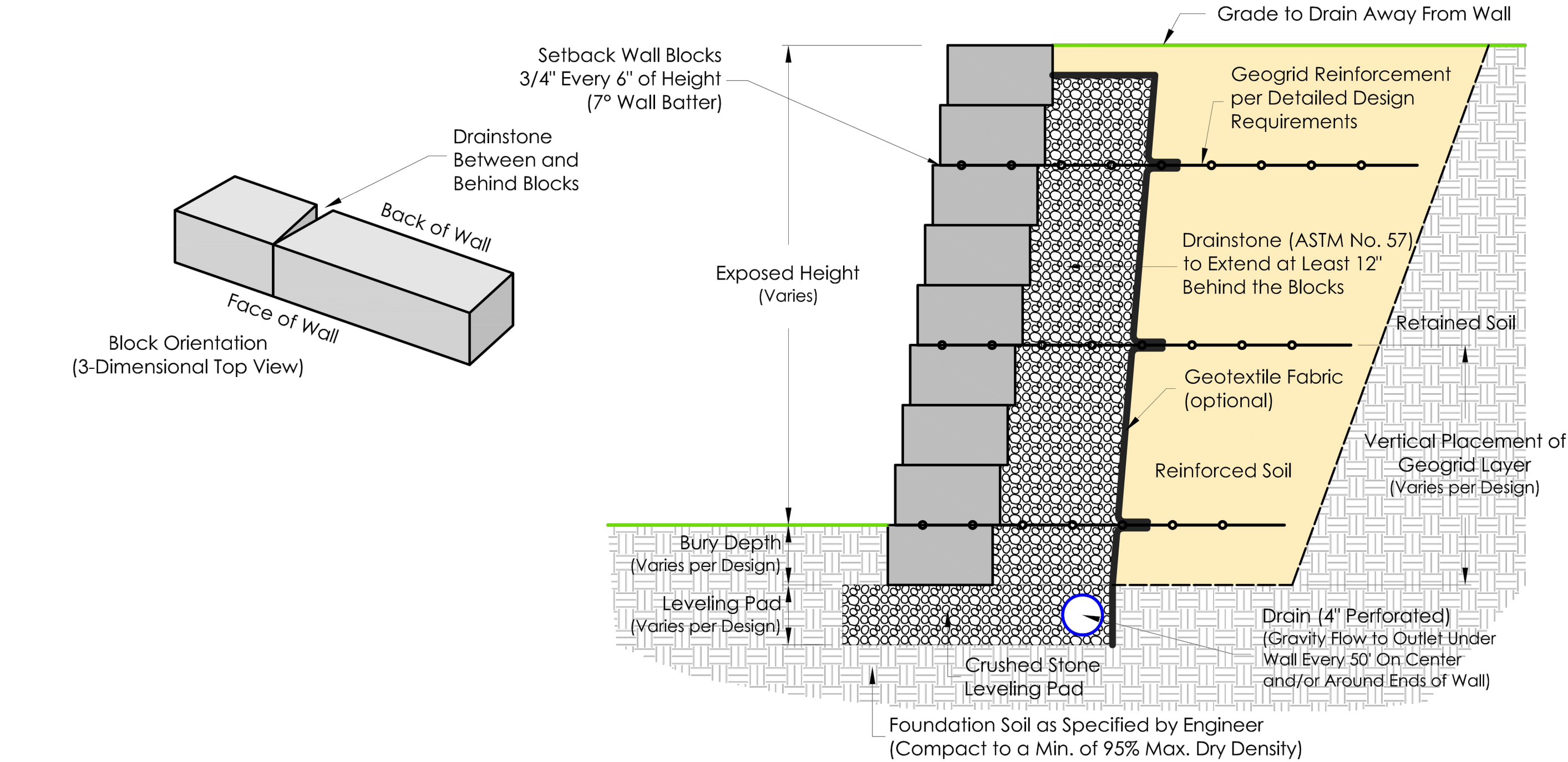
CORNER BLOCKS

Kodah corner blocks are finished on 3 sides. The 4th side is tapered (left or right) to fit with retaining wall blocks. There are 12 of each taper on the pallet. The corner blocks can be used to construct columns, provide a finished end on a freestanding wall, and to make 90° corners.



TYPICAL WALL CONSTRUCTION DETAILS - REINFORCED INSTALLATION

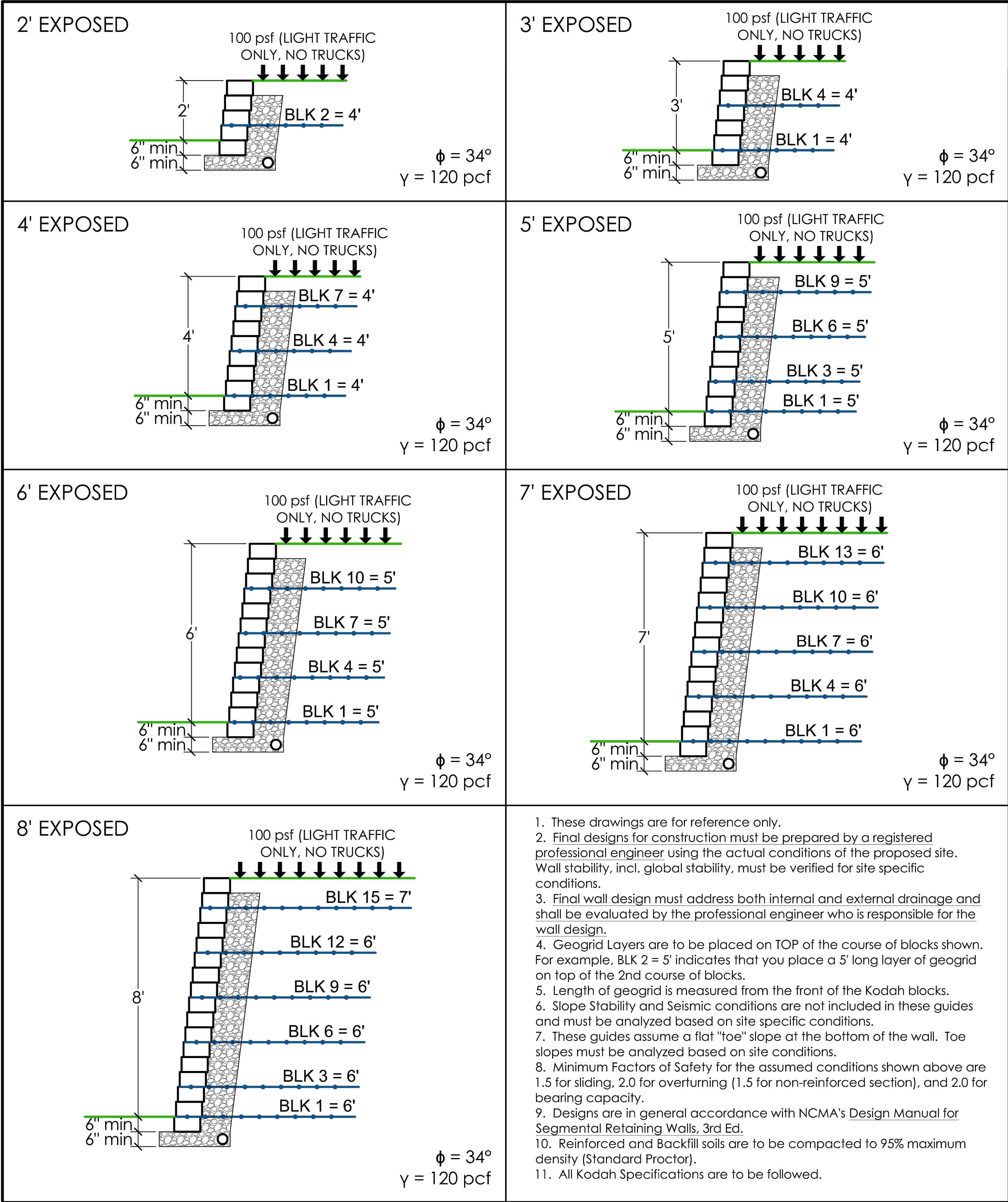
This page shows typical construction details for reinforced Kodah retaining walls. This drawing represents the major components required in wall construction. Specific details including geotextile reinforcement layers, drainage details, soil requirements, etc. shall be per the engineered design for the wall.



KODAH PRELIMINARY GEOGRID REINFORCEMENT GUIDE

This page shows preliminary guides for soil reinforcement required to construct a wall with Rosetta Kodah blocks in the conditions noted below. The geogrid reinforcement is Mirafi Miragrid 3XT.

DENSE WELL-GRADED SAND, SAND AND GRAVEL (φ = 34°, γ = 120 pcf)
NO BACK SLOPE NO TOE SLOPE 100 psf SURCHARGE



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FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



RETAINING WALL
DETAILS

WORKING NUMBER: RTW-1
DRAWING NUMBER: 20

KODAH PRELIMINARY GEOGRID REINFORCEMENT GUIDE

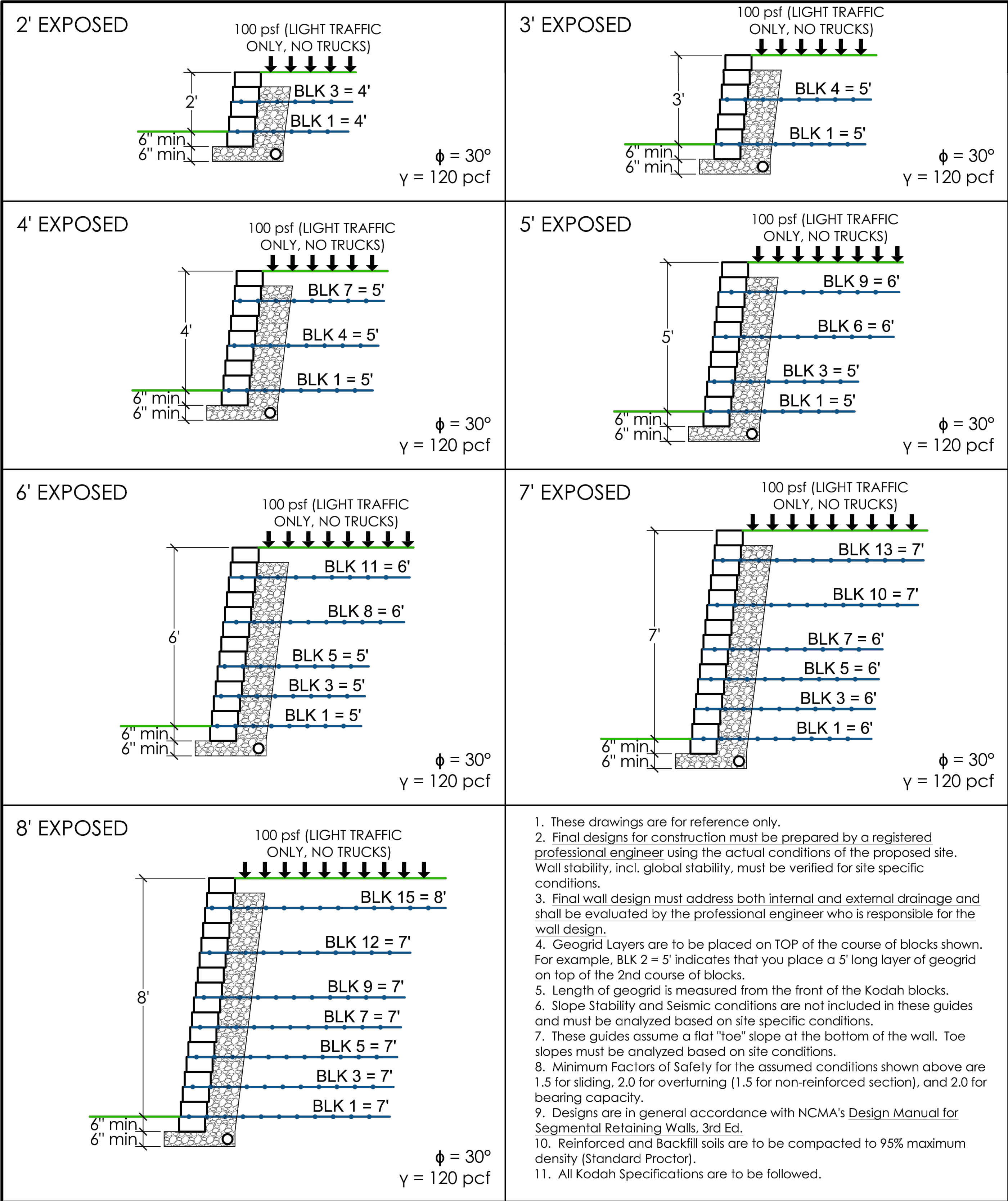
This page shows preliminary guides for soil reinforcement required to construct a wall with Rosetta Kodah blocks in the conditions noted below. The geogrid reinforcement is Mirafi Miragrid 3XT.

FINE TO MEDIUM SAND

NO BACK SLOPE

NO TOE SLOPE

($\phi = 30^\circ, \gamma = 120 \text{ pcf}$)
100 psf SURCHARGE



KODAH PRELIMINARY GEOGRID REINFORCEMENT GUIDE

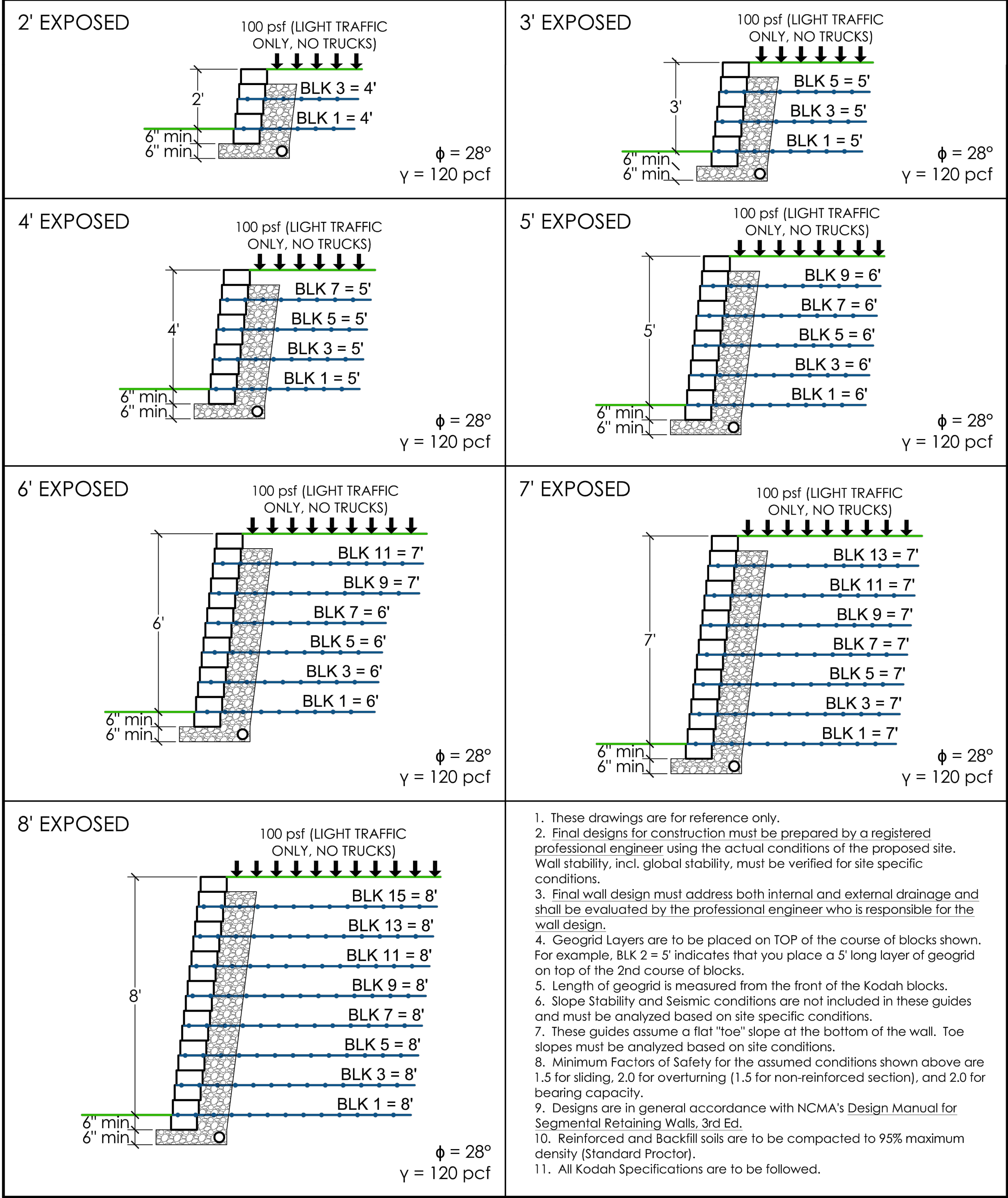
This page shows preliminary guides for soil reinforcement required to construct a wall with Rosetta Kodah blocks in the conditions noted below. The geogrid reinforcement is Mirafi Miragrid 3XT.

SILTY SAND, CLAYEY SAND

NO BACK SLOPE

NO TOE SLOPE

($\phi = 28^\circ, \gamma = 120 \text{ pcf}$)
100 psf SURCHARGE



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				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC DATE: 05/2023	
				DRWN: GPC DATE: 05/2022	
				CHKD: DATE:	
				QA/QC: DATE:	

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

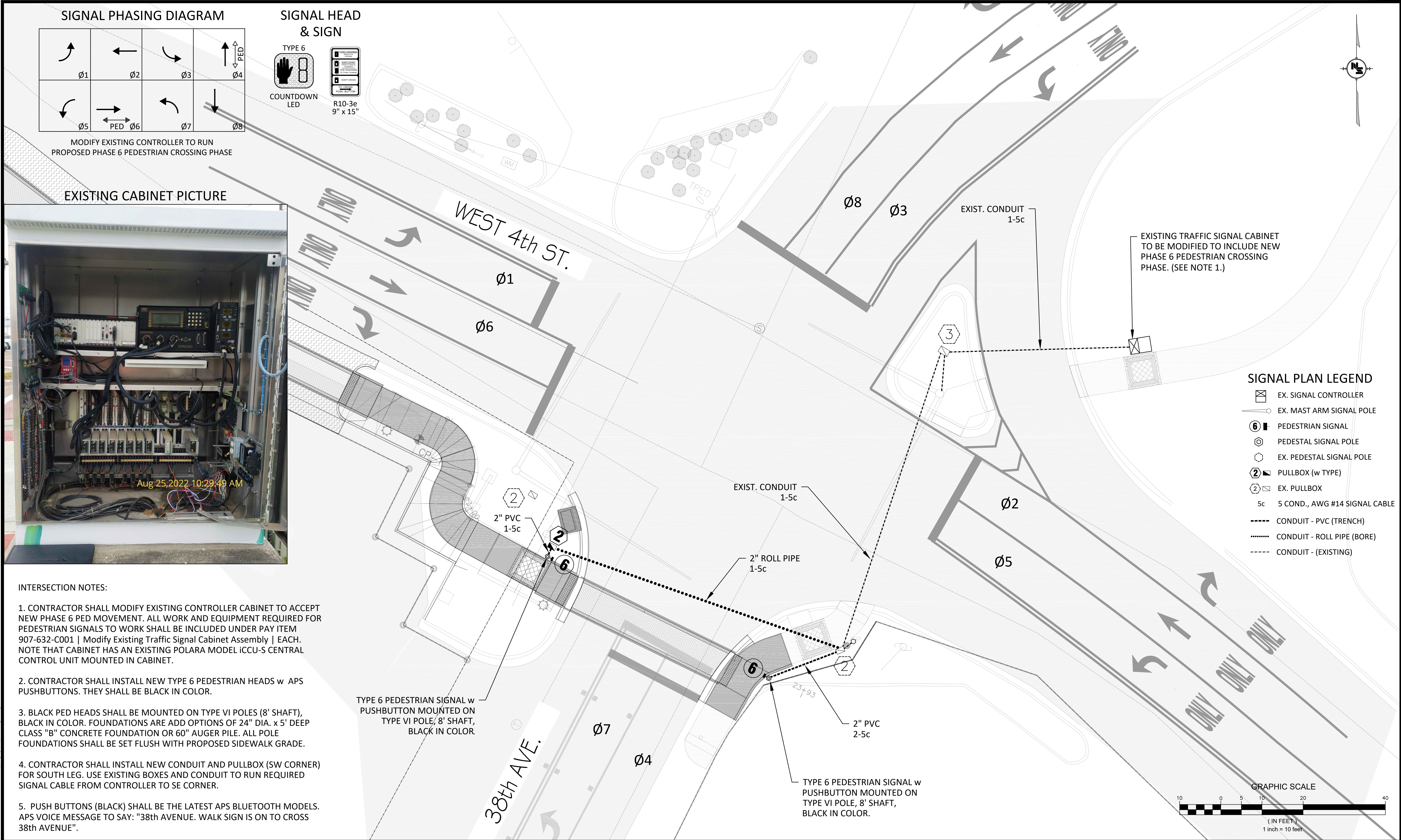
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFER
Solutions you can build upon

RETAINING WALL
DETAILS

WORKING NUMBER:
RTW-2

DRAWING NUMBER:
21



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION			FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER Solutions you can build upon	TRAFFIC SIGNAL MODIFICATIONS WEST 4TH STREET AT 38TH AVENUE	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.:	17146.000			WORKING NUMBER:	
					FILENAME:	17146_SIGNAL.dwg			TSI-1	
					SCALE:				DRAWING NUMBER:	
					SURVEYED BY:	CLEARPOINT ENGINEERS			2001	

TRAFFIC SIGNAL GENERAL NOTES

1. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT LOCATIONS MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE PROJECT ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.
2. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II, USE 50 YEAR DESIGN SERVICE LIFE AND DO NOT CONSIDER GALLOPING OR TRUCK-INDUCED GUSTS. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2013 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS UNLESS OTHERWISE NOTED ON PLANS. SEE TSD 3.
3. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I - XI STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.
4. TRAFFIC SIGNAL MAST ARM POLES SHALL BE HOT DIPPED GALVANIZED WITH FINISH APPROVED BY THE PROJECT ENGINEER.
5. TRAFFIC SIGNAL MAST ARM POLES REQUIRING LUMINAIRES ARE DESIGNATED BY (L). ALL LUMINAIRES SHALL BE LED UNLESS OTHERWISE NOTED ON PLANS.
6. STAINLESS STEEL TAG ATTACHED TO THE POLE SHAFT USING 3/16 INCH STAINLESS STEEL POP RIVETS WITH PROPERTIES AND INFORMATION AS FOLLOWS:
 - MINIMUM 1/16 INCH THICKNESS
 - MINIMUM 1/4 INCH STAMPED LEGEND WITH FOLLOWING INFORMATION:
 - MANUFACTURER NAME
 - MONTH / YEAR OF MANUFACTURE
 - UNIQUE IDENTIFYING NUMBER FOR FUTURE MANUFACTURER REFERENCE
 - EXTERNAL PROJECT NUMBER FROM THE PLANS COVER SHEET (EXAMPLE: STP-XXXX-XX...)TAG TO BE INSTALLED ON SHAFT SIDE OPPOSITE THE MAINLINE HIGHWAY AND LOCATED APPROXIMATELY 48 INCHES ABOVE THE TOP OF BASE PLATE.
7. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.
8. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
9. POLE FOUNDATIONS AND BASE MOUNTED CABINET FOUNDATIONS, GRADE SHALL BE ESTABLISHED TO $\pm 3"$ OF EDGE OF PAVEMENT ELEVATION UNLESS APPROVED BY SIGNAL PROJECT ENGINEER.
10. TRAFFIC SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS WITH BLACK BACK PLATES
11. PEDESTRIAN HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
12. PEDESTRIAN PUSHBUTTONS SHALL BE EITHER STANDARD PUSHBUTTONS OR APS (ACCESSIBLE PEDESTRIAN SYSTEM) STYLE AS NOTED ON PLANS. SIGNS TO BE INCLUDED IN PAY ITEM FOR PEDESTRIAN PUSHBUTTONS AT NO ADDITIONAL COST. SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED. PUSHBUTTON HARDWARE SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
13. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).

14. ALL TRAFFIC SIGNAL CONTROLLERS AND CABINETS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.
15. ALL TRAFFIC SIGNAL CONTROLLERS SHALL BE ETHERNET READY, AND COMPATIBLE WITH MDOT'S EXISTING TRAFFIC SIGNAL MANAGEMENT SOFTWARE. ALL TRAFFIC SIGNAL CONTROLLER FIRMWARE SHALL BE CAPABLE OF DELAYING THE ONSET OF THE FLASHING YELLOW ARROW. ALL MMU'S SHALL BE ETHERNET READY, 16 CHANNEL, AND CAPABLE OF RUNNING 12 DIFFERENT MODES OF FLASHING YELLOW ARROW OPERATION. THE CONTRACTOR SHALL COORDINATE WITH MDOT FOR IP ADDRESSES ON ALL NETWORKABLE DEVICES. DEVICES INCLUDE BUT NOT LIMITED TO: CONTROLLER, MMU WITH SDLC CABLE (CONFLICT MONITOR), AND DETECTION UNITS. TRAFFIC SIGNAL CONTROLLER CABINET SHALL HAVE A 16 LOAD BAY FACILITY, REAR ACCESS DOOR, LAPTOP TRAY, AND DUAL POSITION INTERNAL LED LIGHTING. ALL TRAFFIC SIGNAL CONTROLLER CABINETS SHALL HAVE A 5 POSITION CARD RACK AND ONE 175 WATT MINIMUM POWER SUPPLY AND 4 AVAILABLE SLOTS UNLESS OTHERWISE NOTED ON PLANS. SEE 907-632.02.6.1.
16. FOR PROTECTED/PERMITTED LEFT TURN PHASING USING TYPE 2 FYA TRAFFIC SIGNAL HEADS, OPERATION SHALL BE AS FOLLOWS: THE PROTECTED PHASE OF THIS OPERATION SHALL DISPLAY A SOLID GREEN ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THE PERMITTED PORTION OF THIS OPERATION SHALL START WITH A FLASHING YELLOW ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THERE SHALL BE A DELAY (AS DIRECTED BY THE PROJECT ENGINEER) BETWEEN THE END OF THE PROTECTED PORTION OF THIS OPERATION AND THE BEGINNING OF THE PERMITTED PORTION OF THIS OPERATION. DURING THIS DELAY, THE OPPOSING PHASE THRU HEADS ARE CAPABLE OF DISPLAYING A GREEN BALL. SIGNAL CONTROLLER WITH FIRMWARE NECESSARY TO ACCOMPLISH THIS DELAY SHALL BE PROVIDED.
17. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATION REMOVALS SHALL BE CUT OFF 6" BELOW GROUND, REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE PROJECT ENGINEER.
18. ALL REMOVED EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFIC ITEMS ARE NOTED IN THE PLANS TO BE SALVAGED AS DIRECTED BY THE PROJECT ENGINEER.
19. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE POWER SERVICE PEDESTAL. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER, THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO THE POWER SERVICE PEDESTAL, THEN TO THE CONTROLLER CABINET, AS SHOWN ON THE PLANS. A DISCONNECT SHALL BE INSTALLED AT THE POWER COMPANY SERVICE POLE FOR MAST ARM INSTALLATIONS.
20. POWER SERVICE METER SHALL NOT BE MOUNTED ON THE CONTROLLER CABINET OR MAST ARM POLE SHAFTS. A SEPARATE POWER SERVICE PEDESTAL FOR MOUNTING THESE ITEMS IS REQUIRED. (SEE TSD-6 & TSD-7). BLACK CONDUCTORS SHALL BE USED FOR ALL LINE (HOT) WIRES AND WHITE CONDUCTORS SHALL BE USED FOR ALL NEUTRAL WIRES.
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE NECESSARY ARRANGEMENTS WITH THE LOCAL POWER COMPANY TO PROVIDE THE POWER SUPPLY ASSEMBLY FOR ANY NEW INSTALLATION. THE CONTRACTOR SHALL PAY FOR, AT NO COST TO THE DEPARTMENT, ALL DEPOSITS, HOOK-UP CHARGES, OR OTHER SERVICE FEES REQUIRED BY THE POWER COMPANY FOR THE ESTABLISHMENT OF NEW SERVICE. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS. THE DEPARTMENT OR THE LOCAL AGENCY WILL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL FOR THE NEW POWER SERVICE INSTALLATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SWAP THE ELECTRICAL SERVICE ACCOUNT OVER TO THE DEPARTMENT OR LOCAL AGENCY. WHEN ELECTRIC POWER SERVICE EXISTS AND IS USED FOR THE OPERATION OF AN EXISTING SYSTEM, THE MONTHLY SERVICE FEES SHALL CONTINUE TO BE PAID BY THE DEPARTMENT OR THE LOCAL AGENCY. IF THE EXISTING POWER SERVICE IS INTENDED FOR USE WITH A NEW SIGNAL SYSTEM, THEN ANY SERVICE CHARGE FEES

SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SIMILARLY, IF AN EXISTING POWER SERVICE IS TO BE DISCONNECTED, ANY SERVICE CHARGE FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS.

22. WHEN CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS TO ACCOMMODATE ROADWAY CONSTRUCTION, IT SHALL BE PAID FOR UNDER PAY ITEM 619-H1, TRAFFIC SIGNAL, LUMP SUM, UNLESS OTHERWISE NOTED ON PLANS.
23. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED (BASED ON 2" FINAL LIFT MAXIMUM).
24. WHEN RADAR, VIDEO, OR MULTI-SENSOR DETECTION IS USED, THE SYSTEM MAY REQUIRE BOTH STOP BAR AND ADVANCE DETECTION. TSI PLANS SHOW A GENERIC LAYOUT FOR DETECTION; DETECTOR MAY BE RELOCATED PER MANUFACTURER'S RECOMMENDATIONS. THERE SHALL BE NO EXTRA PAY FOR MOVING OF DETECTORS OTHER THAN CABLE LENGTHS. MANUFACTURER TO HAVE FACTORY REP ON SITE DURING INSTALLATIONS UNLESS CERTIFIED BY THE MANUFACTURER. DETECTION CABLE WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR MAST ARM AND VERTICALLY ALONG THE POLE DETECTION CABLE FOR CAMERAS, THE POWER AND VIDEO CABLE MAY BE IN THE SAME JACKET.
ALL DETECTION UNITS SHALL BE NETWORKABLE DEVICES AND BE ON THE MDOT NETWORK IF NOTED ON PLANS.
25. ALL GROUNDING EQUIPMENT SHALL BE COST ABSORBED.
26. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR SIGNAL CABLE.
27. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
28. THE CONTRACTOR SHALL BE REQUIRED TO ADEQUATELY AND COMPLETELY COVER TRAFFIC SIGNAL HEADS DURING TIMES THAT THEY ARE NOT IN OPERATION WITH A DURABLE, OUTDOOR- HARDENED MATERIAL THAT CONTRASTS WITH THE COLOR OF THE HEAD THAT CLEARLY DESIGNATES THAT THE SIGNAL IS NOT IN "STOP AND GO" MODE. HEAD COVERS ARE TO BE APPROVED BY THE PROJECT ENGINEER.
29. A NEW TRAFFIC SIGNAL INSTALLATION SHALL BE PUT IN FLASH OPERATION FOR A PERIOD OF THREE (3) TO SEVEN (7) DAYS PRIOR TO THE ACTIVATION OF THE SIGNAL' "STOP AND GO" OPERATION. ACTIVATION OF NEW TRAFFIC SIGNALS SHALL BE DURING A MID-WEEK WEEKDAY (TUESDAY – THURSDAY) DURING A NON-PEAK TIME AND SHALL BE COORDINATED WITH THE PROJECT ENGINEER. UPON INITIAL INSPECTION AND ACCEPTANCE TESTING OF THE NEW TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL REQUEST THE START OF THE 30 DAY BURN-IN PERIOD TO COMMENCE, AS OUTLINED IN SUBSECTION 631.03.4 OF THIS SPECIFICATION. ANY NOTED DEFICIENCIES FOUND WITHIN THAT 30 DAY PERIOD SHALL BE CORRECTED TO THE SATISFACTION OF THE PROJECT ENGINEER. THE 30 DAY BURN-IN PERIOD MUST COMMENCE WITHIN THE CONTRACT TIME, AND BEFORE SUBSTANTIAL COMPLETION OF THE PROJECT IS GRANTED.
30. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.



TRAFFIC SIGNAL GENERAL NOTES

WORKING NUMBER
TSD-1

DRAWING NUMBER:
2002

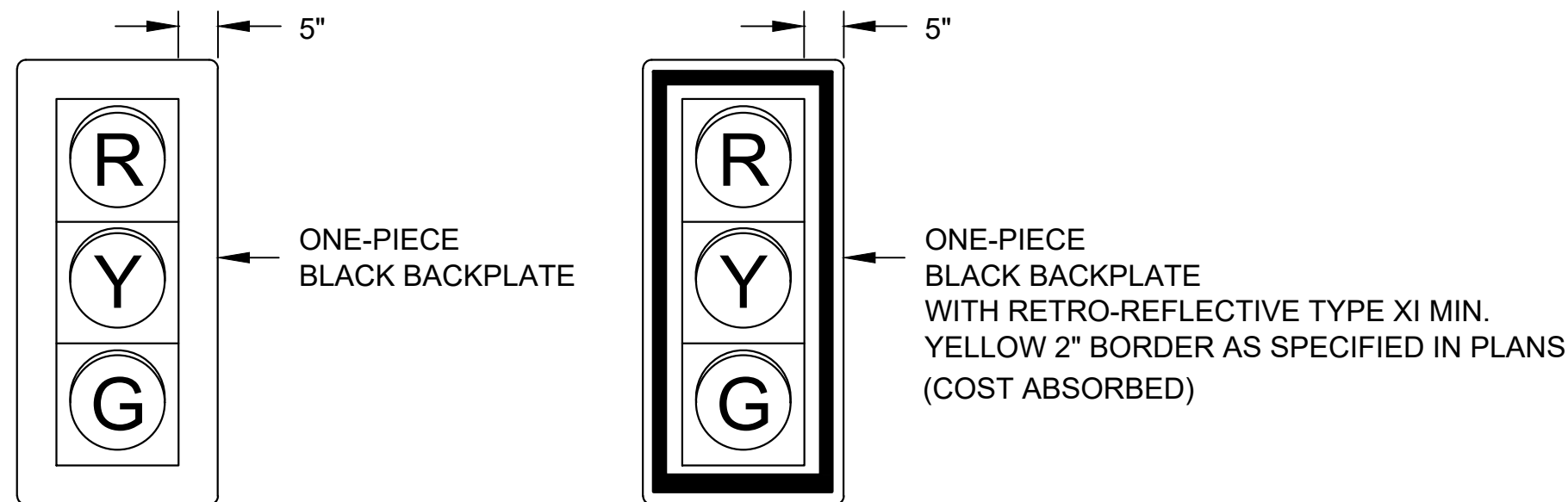
DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 2 FYA	TYPE 2B FYA	TYPE 2P FYA	TYPE 3	TYPE 4	TYPE 6	TYPE 7	TYPE H

NOTES:

- ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE GEOMETRICALLY PROGRAMMED VIA LOUVERS.
- LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
- TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED (NO OUTLINE SYMBOLS ALLOWED). THERE IS A SEPARATE PAY ITEM FOR PEDESTRIAN PUSHBUTTON. PEDESTRIAN PUSHBUTTON SHALL BE FURNISHED WITH R10-3e SIGN. (COST ABSORBED).
- ALL FYA SIGNAL HEAD SHALL BE FURNISHED WITH R10-12M SIGN. WHEN NOTED ON PLANS, TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L , R10-10R, OR R10-17M SIGN. TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN. TYPE 7 R REQUIRES NO SIGN. TYPE H SIGNAL HEAD SHALL BE FURNISHED WITH R10-23 SIGN WHEN INDICATED ON PLANS. COST OF SIGNAL SIGNS, MOUNTING BRACKETS, HARDWARE, AND LABOR SHALL BE COST ABSORBED.
- FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

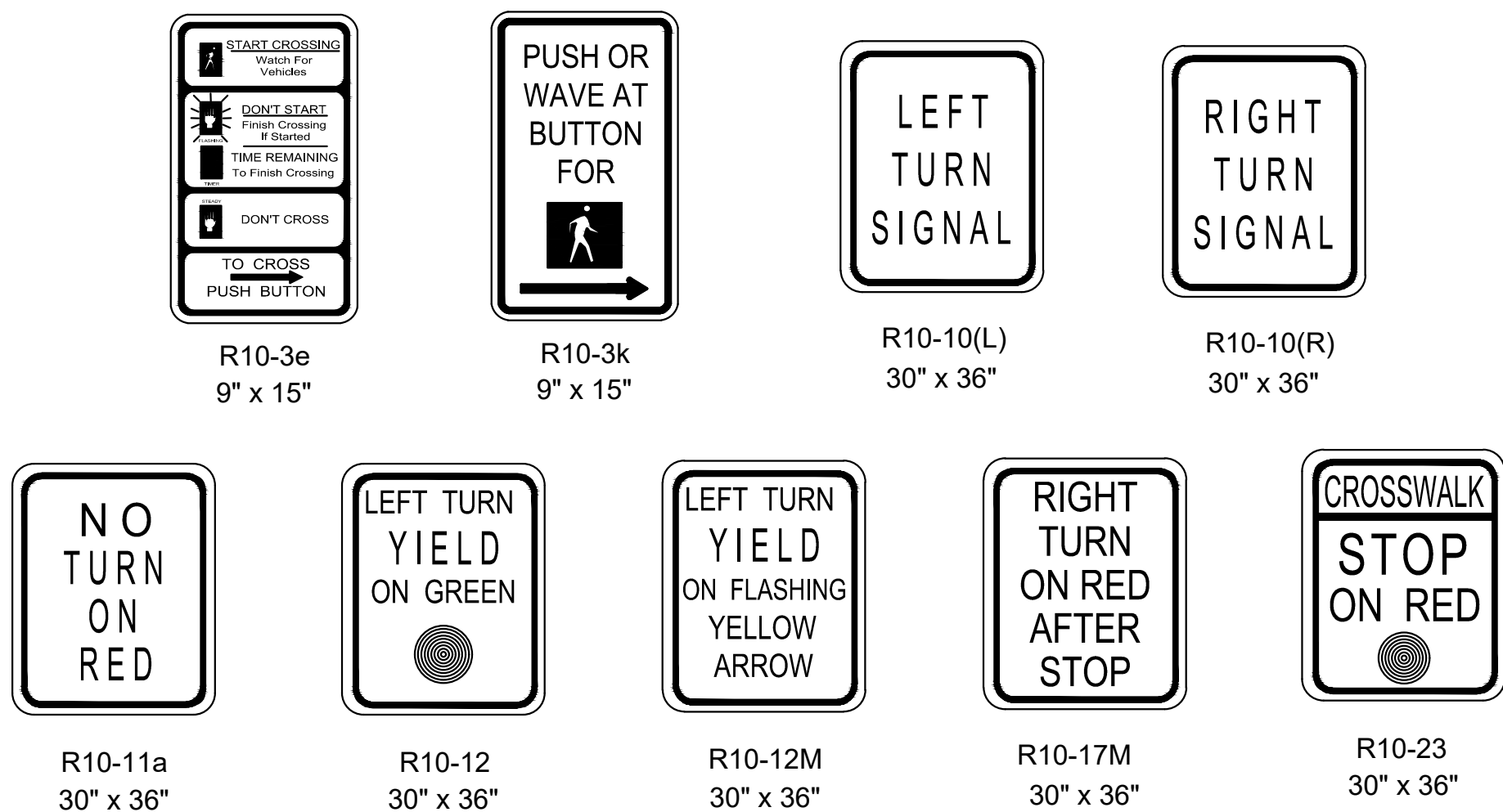
DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



NOTE:

ALL SIGNAL HEADS SHALL INCLUDE BACKPLATES AND VISORS UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



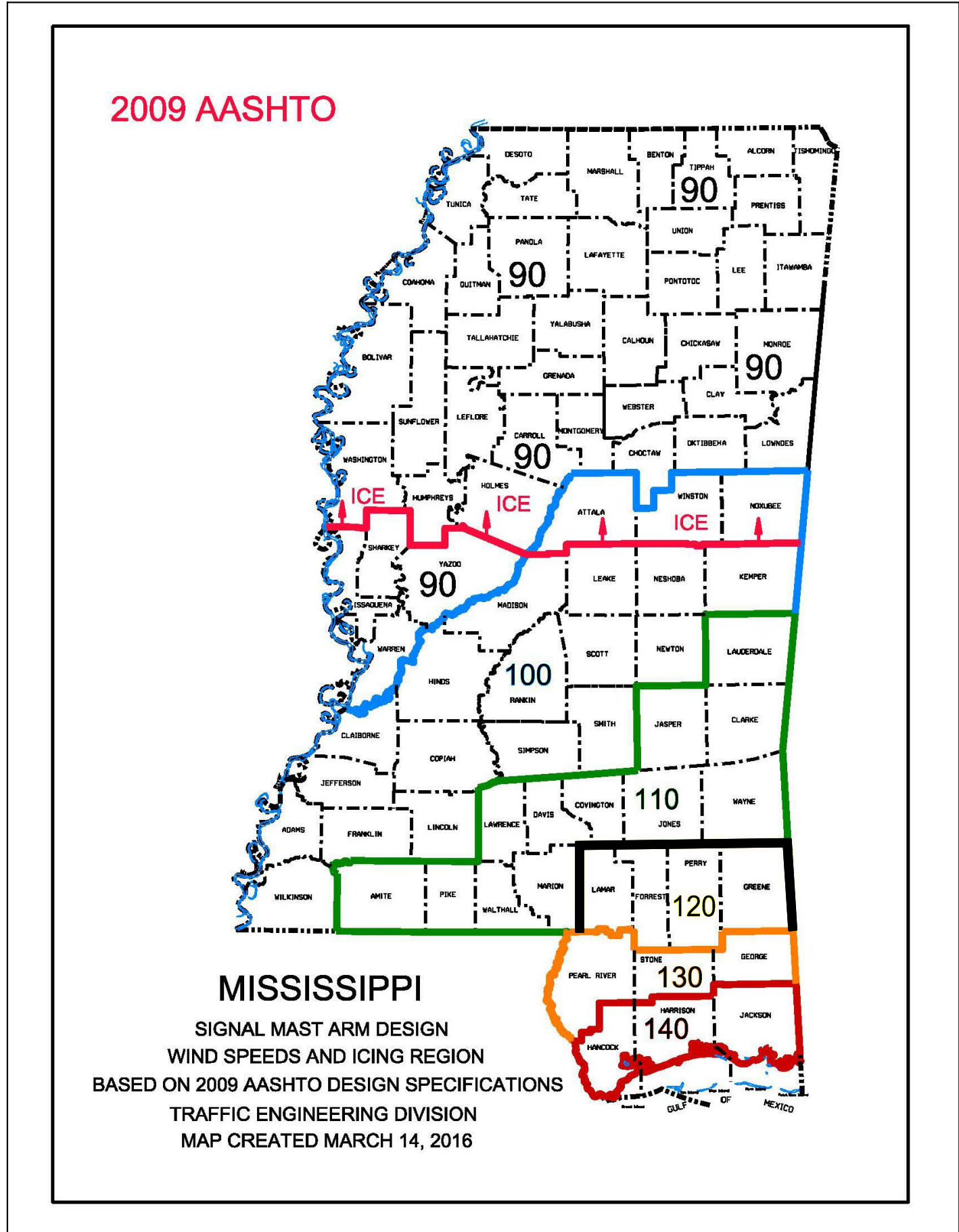
NOTES:

- ALUMINUM SIGN BLANKS ARE TO BE ALUMINUM ALLOY 5052-H38 AND 0.10" THICK.
- THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AND HARDWARE AS REQUIRED.
- NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
- CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
- THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D. (LATEST EDITION).
- REFLECTIVE SHEETING FOR TRAFFIC SIGNS SHALL BE TYPE XI PRISMATIC RETROREFLECTIVE SHEETING.

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	PEDESTRIAN HEAD REQUIRED
	EXISTING SIGNAL HEAD
	SIGN
	VEHICLE LOOP DETECTOR
	QUADRAPOLE VEHICLE LOOP DETECTOR
	VEHICLE LOOP DETECTOR NUMBER
	WIRELESS MAGNETOMETER SENSOR
	BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
	POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
	EXISTING POLE
	POLE REQUIRED
	NEW PEDESTAL POLE
	MAST ARM POLE REQUIRED
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE SPECIFIED ON PLAN SHEETS)
	RADAR DETECTOR (RD)
	VIDEO DETECTOR (VD)
	MULTI SENSOR DETECTOR (MS)
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	DECORATIVE LUMINAIRE
	GROUND MOUNTED PEDESTAL SERVICE PANEL
	RADIO INTERCONNECT ANTENNA
	TWO-WAY WIRELESS ANTENNA
	WIRELESS REPEATER
	PTZ / FIXED CAMERA
	P.B. PUSH BUTTON
	S.C. SHIELDED CABLE
	POW POWER CABLE
	LUM LUMINAIRE POWER CABLE
	ODC OPTICAL DETECTOR CABLE
	8c NUMBER OF CONDUCTORS
	I.C. INTERCONNECT CABLE
	RAD RADIO COMMUNICATIONS CABLE
	FO FIBER OPTIC CABLE (72 SM)
	FO DROP FIBER DROP CABLE (12 SM)
	DC DETECTION CABLE
	STOP BAR DETECTION ZONE
	ADVANCED DETECTION ZONE

WIND SPEEDS AND ICING REGION MAP



2009/2013 AASHTO WIND LOAD LIST BY COUNTY

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Adams	100	NO
Alcorn	90	YES
Amite	110	NO
Attala	100	YES
Benton	90	YES
Bolivar	90	YES
Calhoun	90	YES
Carroll	90	YES
Chickasaw	90	YES
Choctaw	90	YES
Claiborne	100	NO
Clarke	110	NO
Clay	90	YES
Coahoma	90	YES
Copiah	90	NO
Covington	110	NO
DeSoto	90	YES
Forrest	120	NO
Franklin	100	NO
George	130	NO
Greene	120	NO
Grenada	90	YES
Hancock	140	NO
Harrison	140	NO
Hinds	100	NO
Holmes	90	YES
Humphreys	90	YES
Issaquena	90	NO
Itawamba	90	YES
Jackson	140	NO
Jasper	110	NO
Jefferson	100	NO

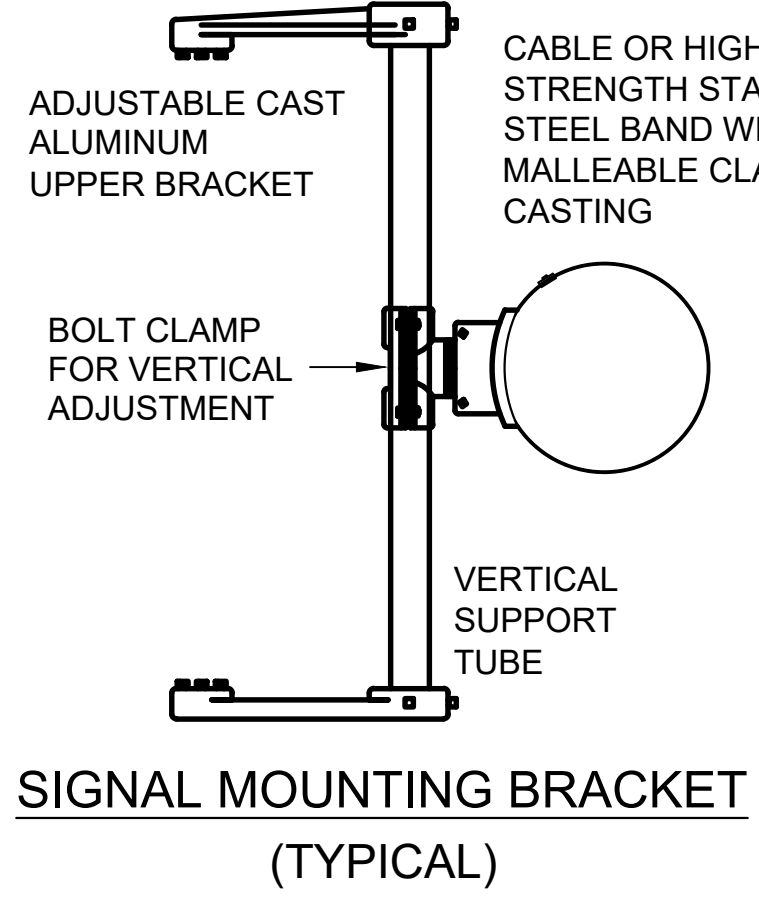
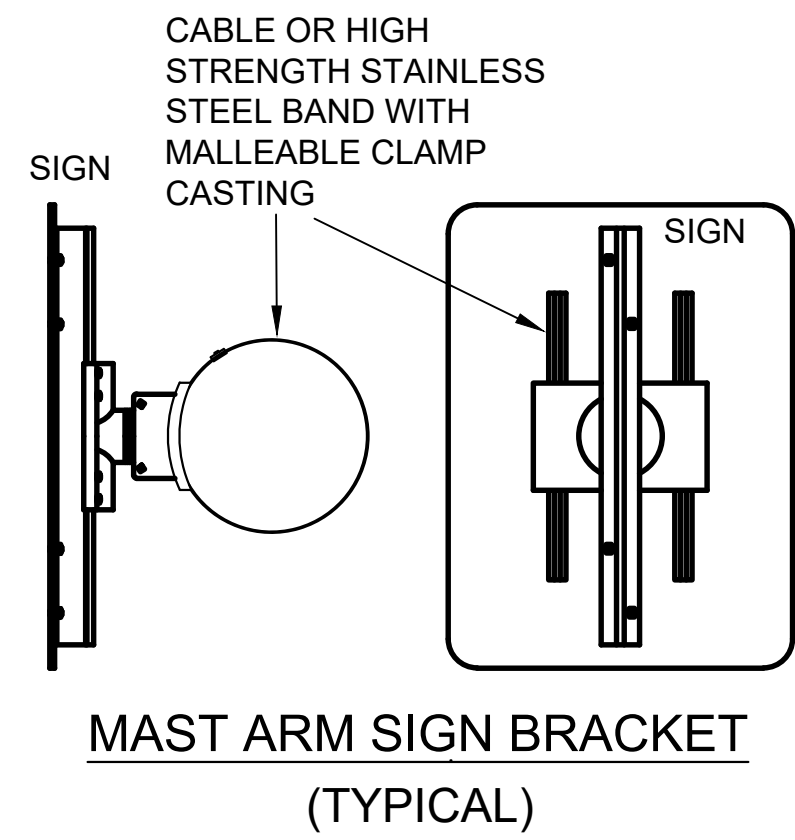
COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Jefferson Davis	110	NO
Jones	110	NO
Kemper	100	NO
Lafayette	90	YES
Lamar	120	NO
Lauderdale	110	NO
Lawrence	110	NO
Leake	100	NO
Lee	90	YES
Leflore	90	YES
Lincoln	100	NO
Lowndes	90	YES
Madison	100	NO
Marion	110	NO
Marshall	90	YES
Monroe	90	YES
Montgomery	90	YES
Neshoba	100	NO
Newton	100	NO
Noxubee	100	YES
Oktibbeha	90	YES
Panola	90	YES
Pearl River	130	NO
Perry	120	NO
Pike	110	NO
Pontotoc	90	YES
Prentiss	90	YES
Quitman	90	YES
Rankin	100	NO
Scott	100	NO
Sharkey	90	NO
Simpson	100	NO
Smith	100	NO
Stone	130	NO
Sunflower	90	YES
Tallahatchie	90	YES
Tate	90	YES
Tippah	90	YES
Tishomingo	90	YES
Tunica	90	YES
Union	90	YES
Walthall	110	NO
Warren	90	NO
Washington	90	YES
Wayne	110	NO
Webster	90	YES
Wilkinson	100	NO
Winston	100	YES
Yalobusha	90	YES
Yazoo	90	NO



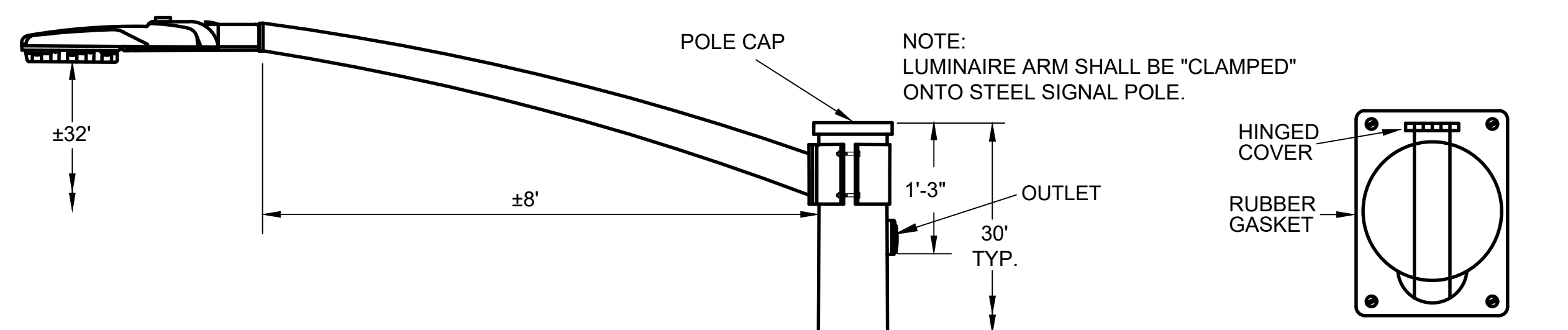
TRAFFIC SIGNAL HEADS, TRAFFIC SIGNAL SIGNS AND WIND SPEEDS

WORKING NUMBER:
TSD-2

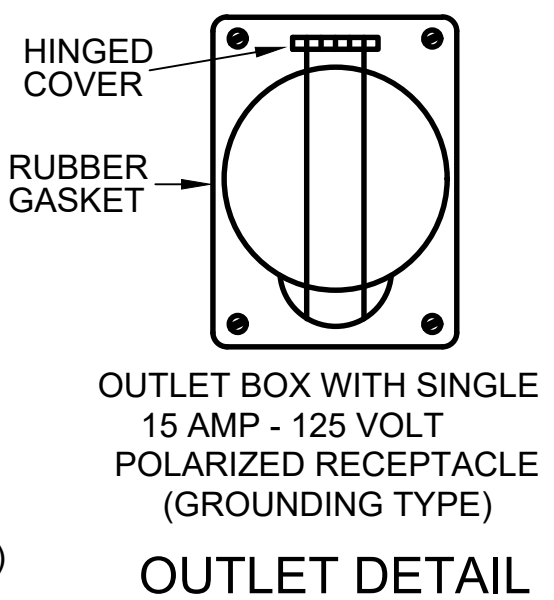
DRAWING NUMBER:
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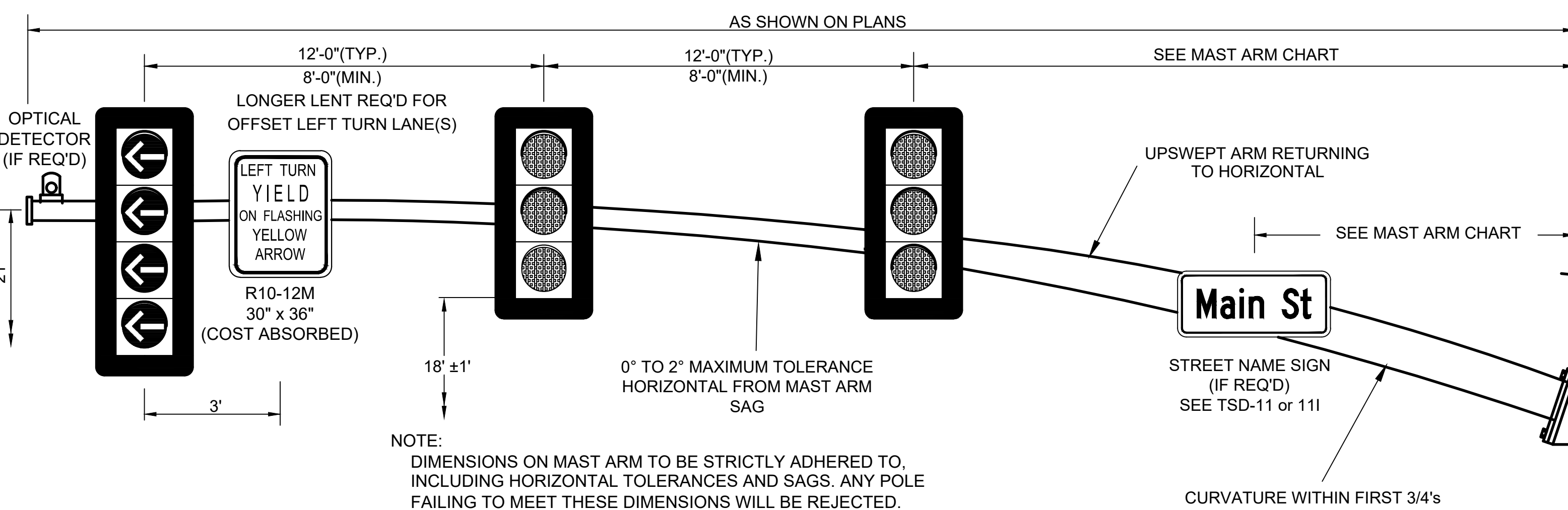
NOTE:
LUMINAIRE SHALL BE LED; 4000K COLOR TEMPERATURE, TYPE III DISTRIBUTION, AND 120 VOLTS CAPABLE OF PRODUCING A MINIMUM OF 22,000 LUMENS. IT SHALL INCLUDE A UTILITY TERMINAL BLOCK AND A NEMA TWIST-LOCK RECEPTACLE (OPTIONAL, IF CALLED FOR IN PLANS). FINISH SHALL MATCH MAST ARM COLOR (ALL COST ABSORBED). PHOTO CELL TO BE PROVIDED BY THE CONTRACTOR (COST ABSORBED). LUMINAIRE CABLE WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR LUMINAIRE ARM AND VERTICALLY ALONG THE POLE.



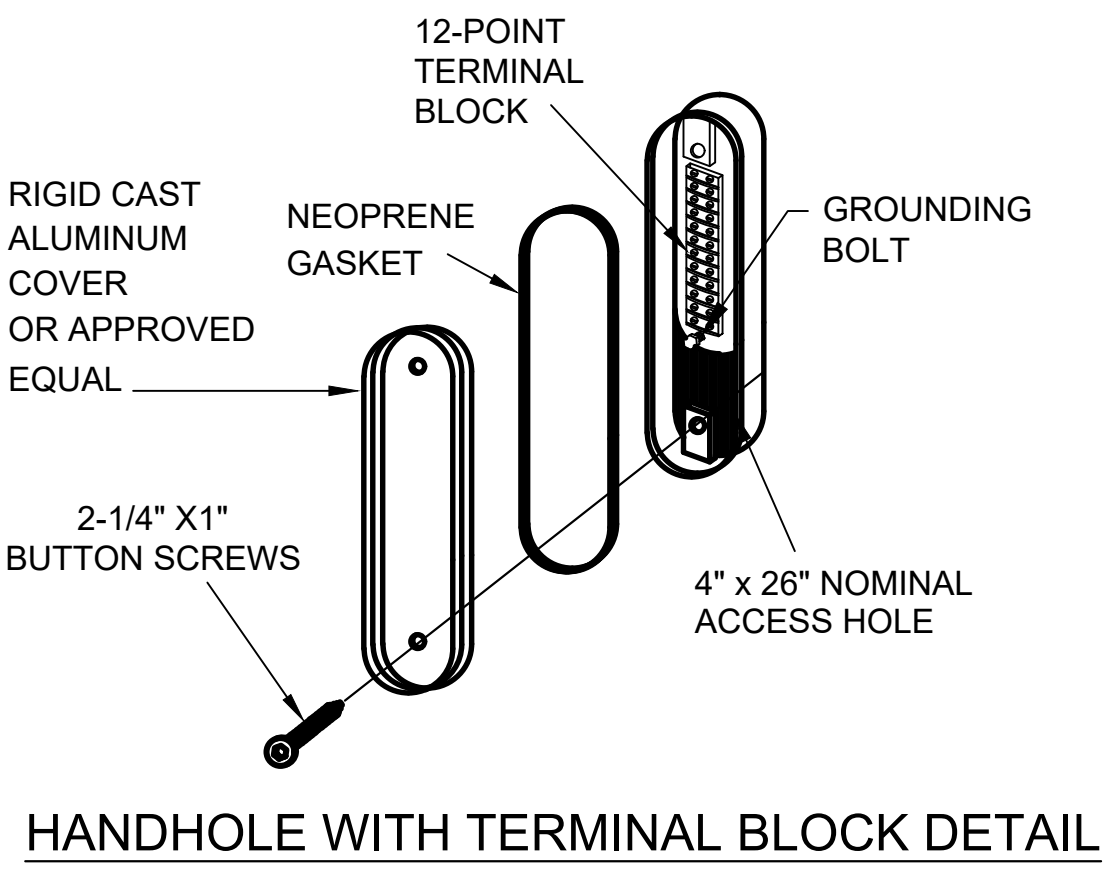
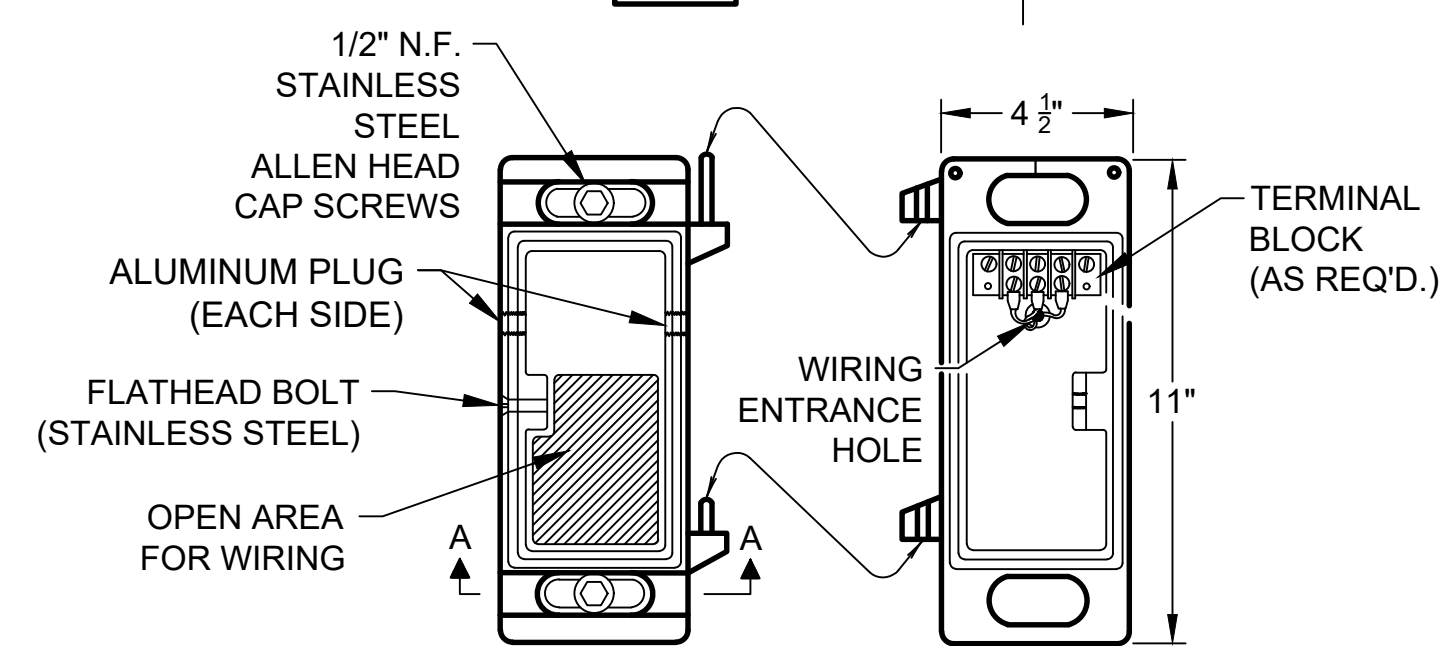
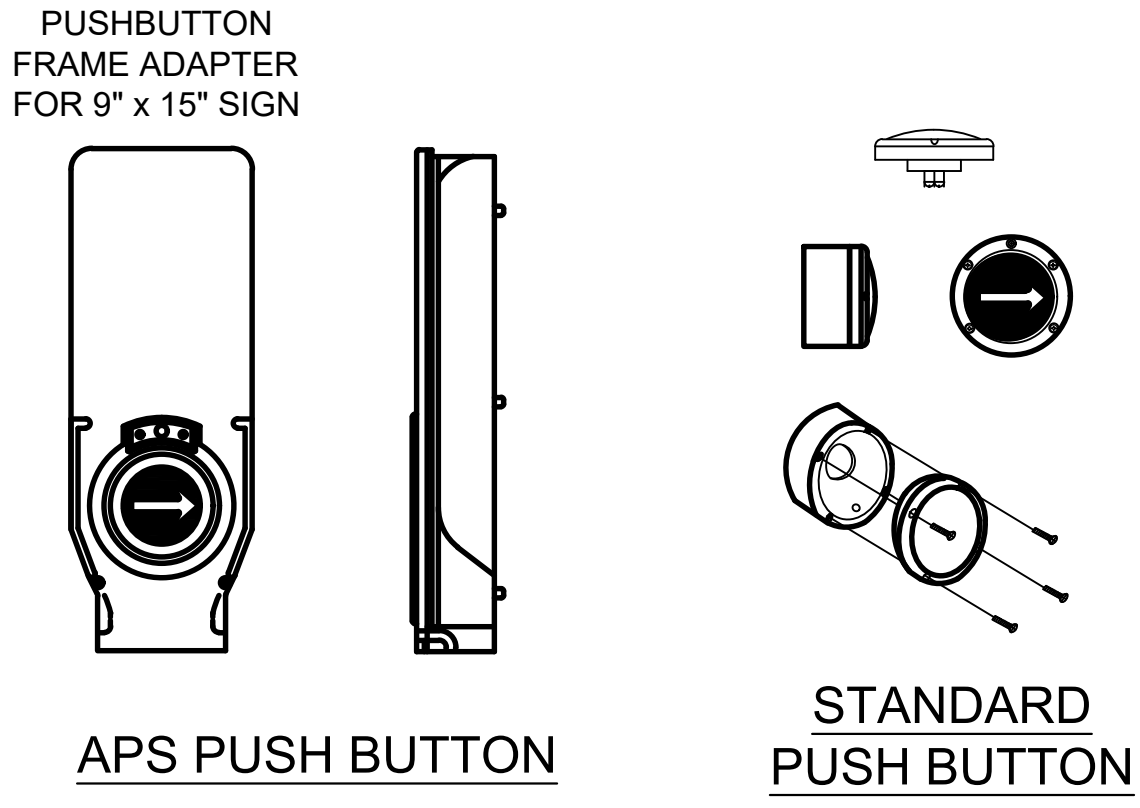
TYPE II (L) POLE
TYPE II POLE - (SINGLE ARM)
TYPE III (L) POLE
TYPE III POLE - (DOUBLE ARM)
SHAFT LENGTH - 30' TYP.
VARIES FROM 30' - 40'



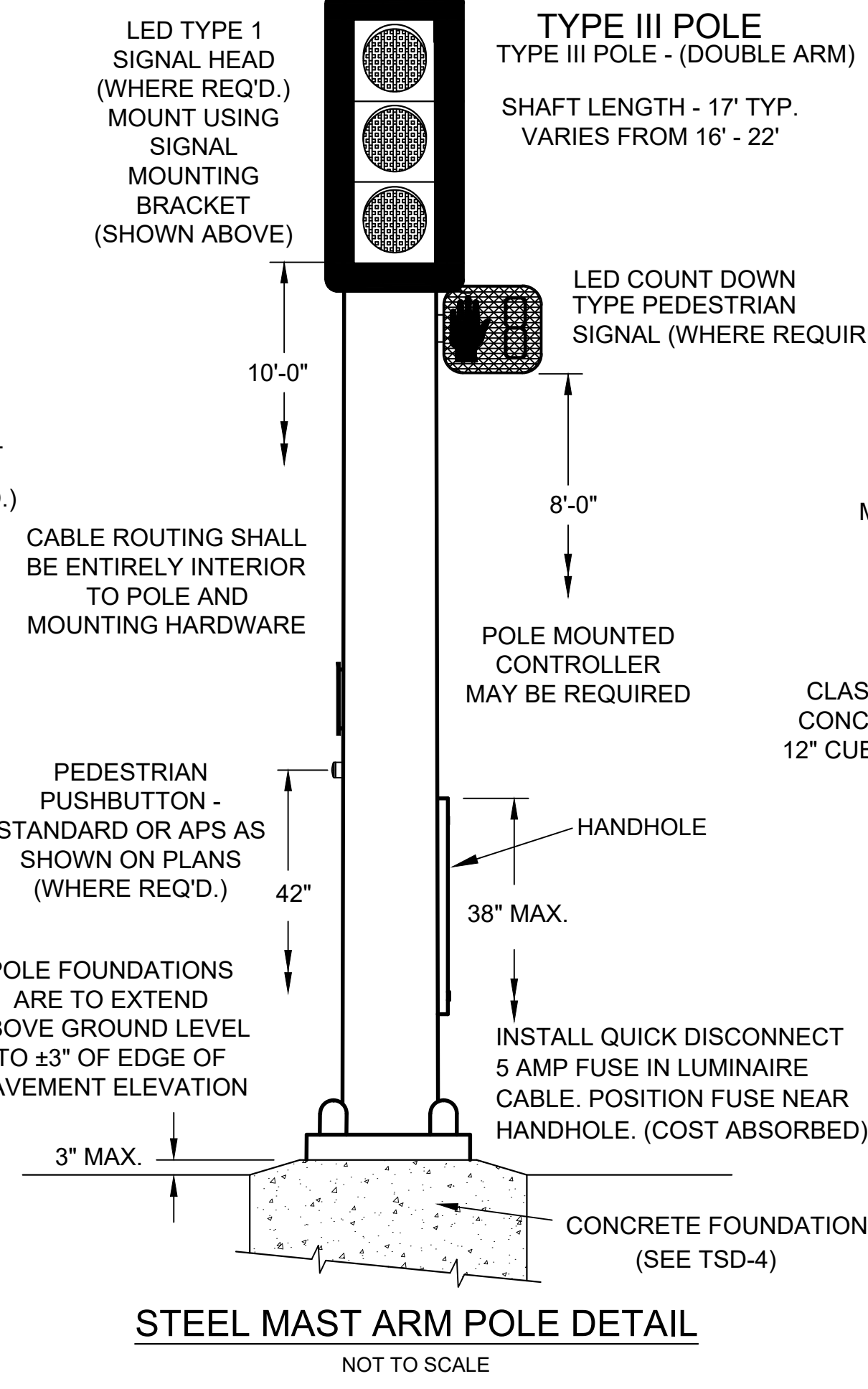
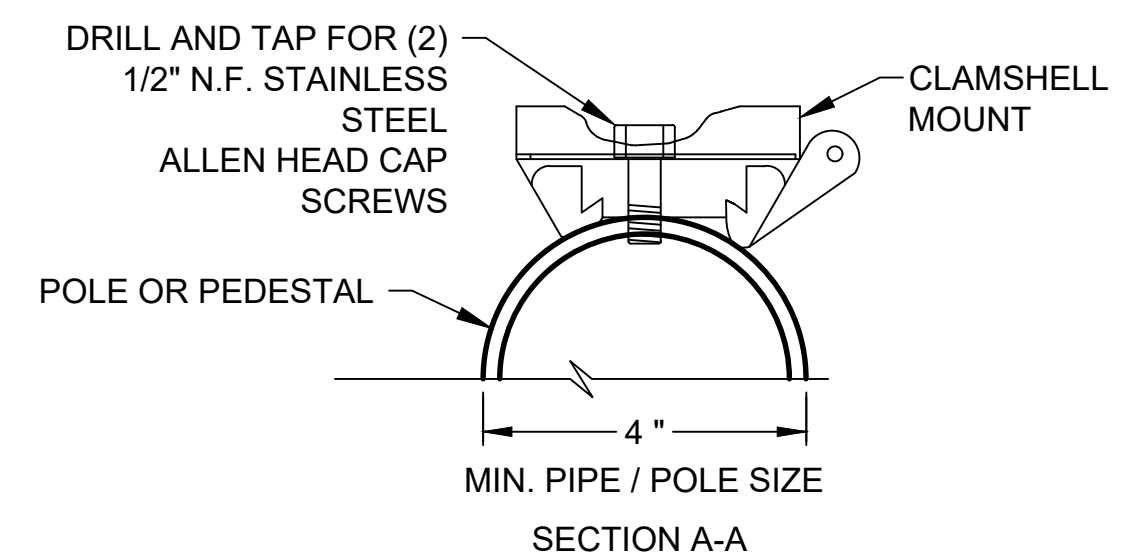
- NOTES:
1. WIRE ENTRANCE TO MAST ARM WILL BE FIELD DRILLED TO CORRESPOND TO THE LOCATION OF THE SIGNAL HEADS WHEN ALIGNED IN FIELD.
 2. RED SECTION INDICATIONS OF SIGNAL HEADS TO BE APPROXIMATELY SAME HEIGHT.
 3. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE POLE MANUFACTURER.
 4. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARM POLES SHALL BE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II. DO NOT CONSIDER GALLOPING OR TRUCK FORCES. USE 50 YEAR DESIGN LIFE. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2013 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS.
 5. #6 COPPER GROUND WIRE INSIDE POLE AND MAST ARM TO BE COST ABSORBED.



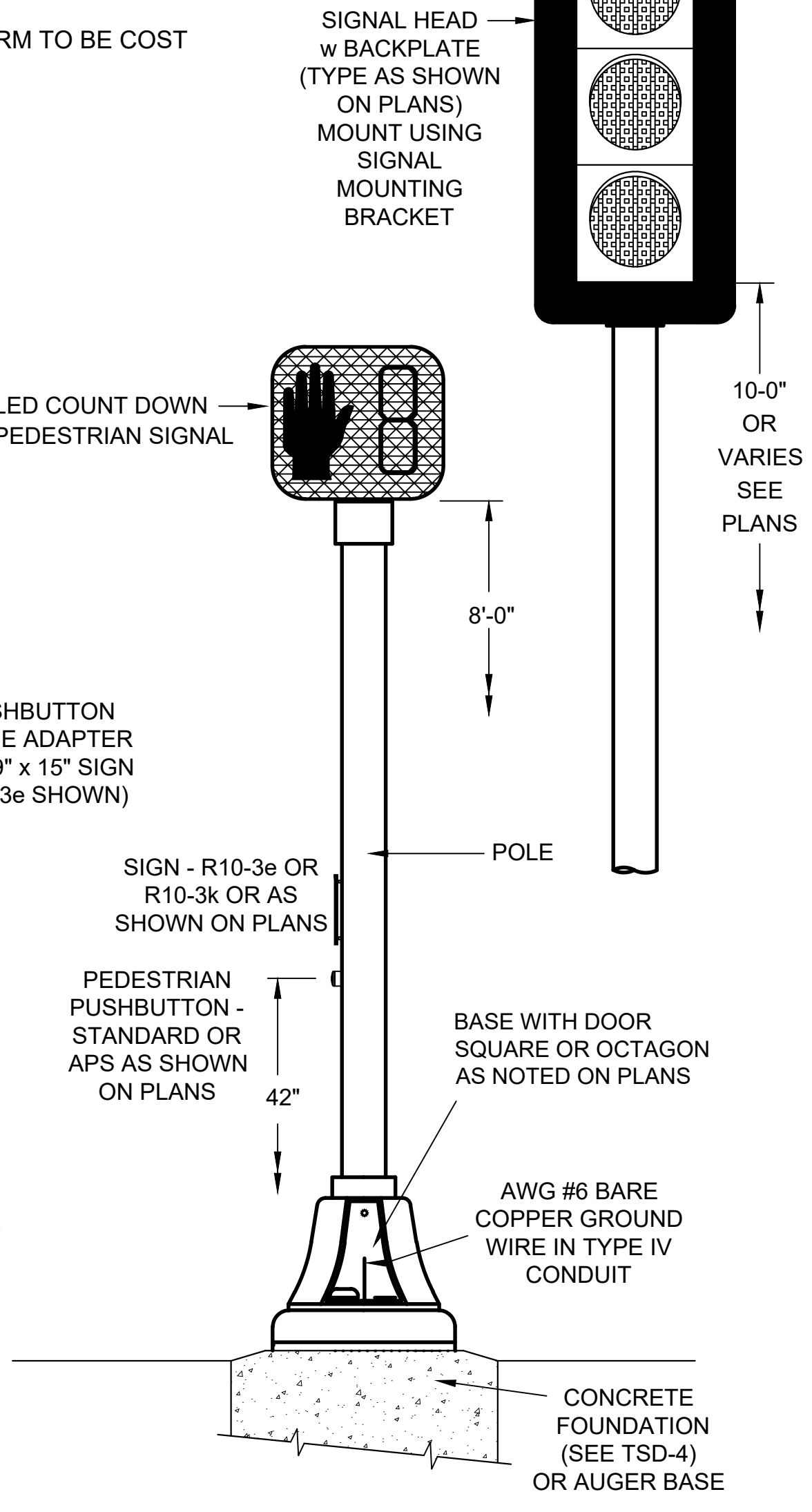
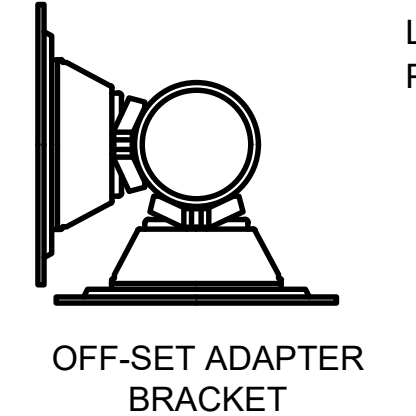
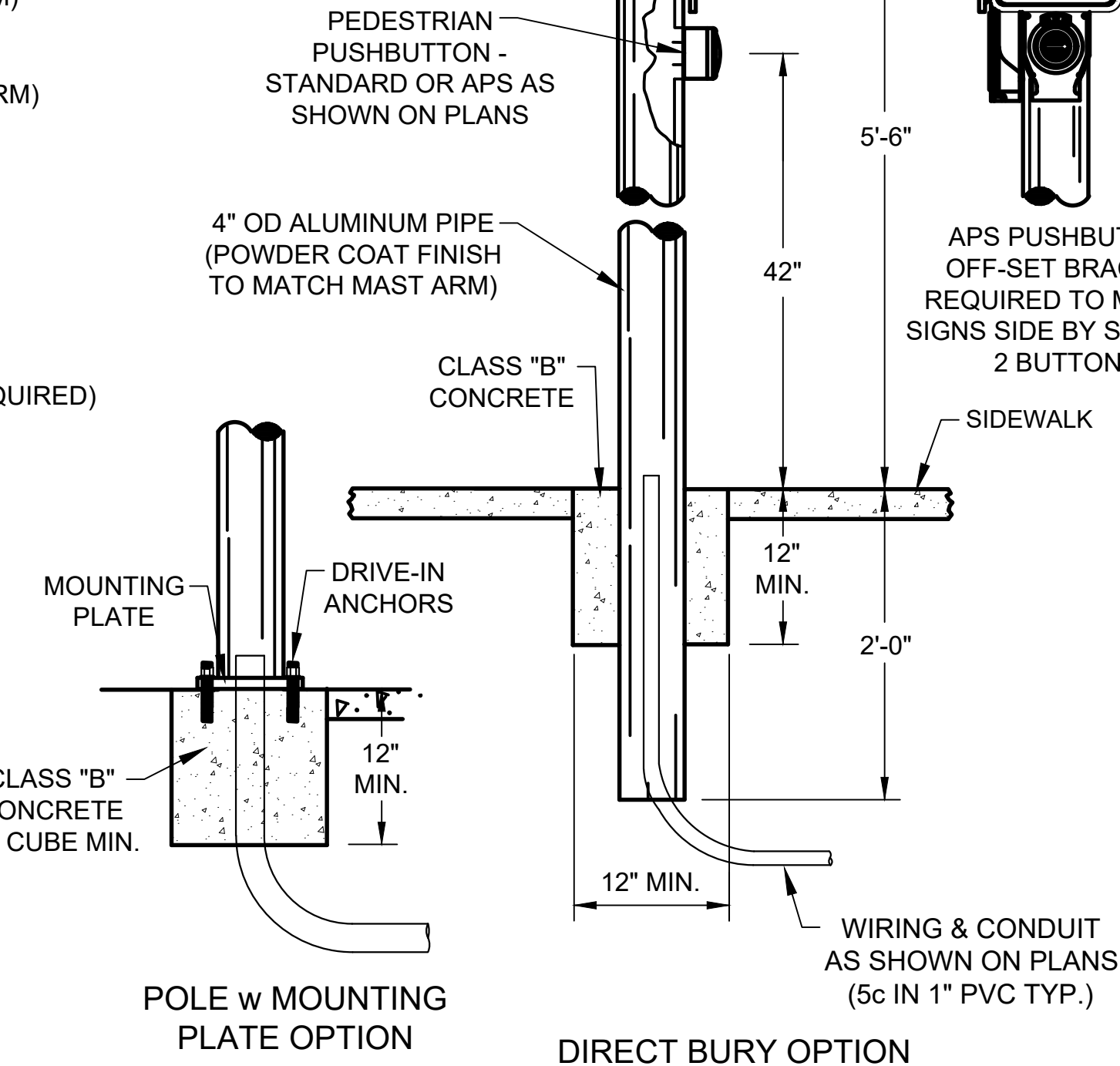
NOTE:
DIMENSIONS ON MAST ARM TO BE STRICTLY ADHERED TO, INCLUDING HORIZONTAL TOLERANCES AND SAGS. ANY POLE FAILING TO MEET THESE DIMENSIONS WILL BE REJECTED.



NOTE:
HANDHOLE TO BE ORIENTED AWAY FROM ON COMING TRAFFIC AND NOT ON THE SAME SIDE AS PED PUSHBUTTON IF POSSIBLE.



TYPE II POLE
TYPE II POLE - (SINGLE ARM)
TYPE III POLE
TYPE III POLE - (DOUBLE ARM)
SHAFT LENGTH - 17' TYP.
VARIES FROM 16' - 22'

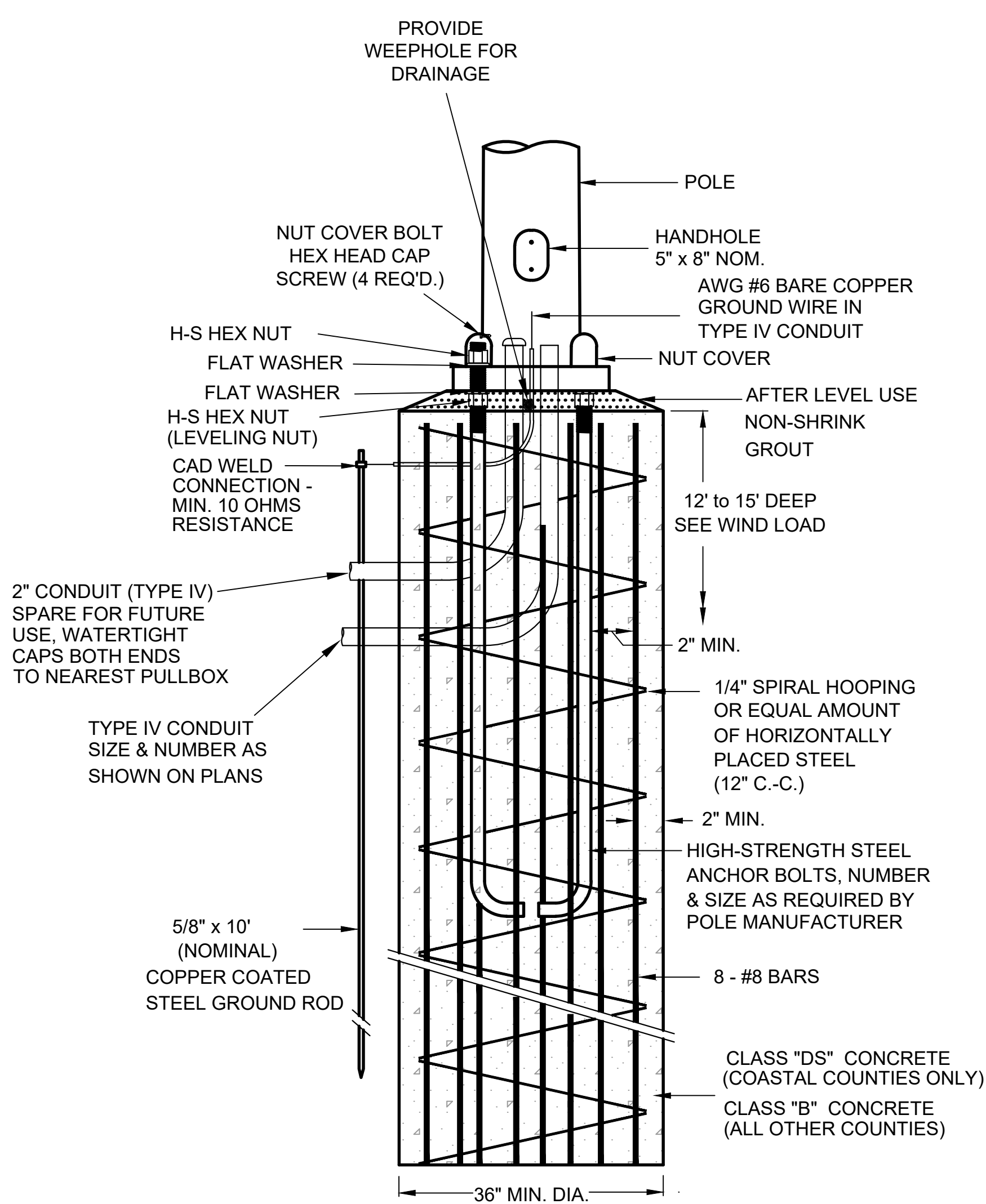


**NEEL-SCHAFFER**
Solutions you can build upon

CURVED MAST ARM AND PEDESTAL POLE DETAILS

WORKING NUMBER:
TSD-3C

DRAWING NUMBER:
2004



TYPE I POLE FOUNDATION DETAIL

NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

FOUNDATION CHART

WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	I	36"	12'	B	NO
100 - 130 MPH	I	36"	15'	B	NO
140 MPH	I	36"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.

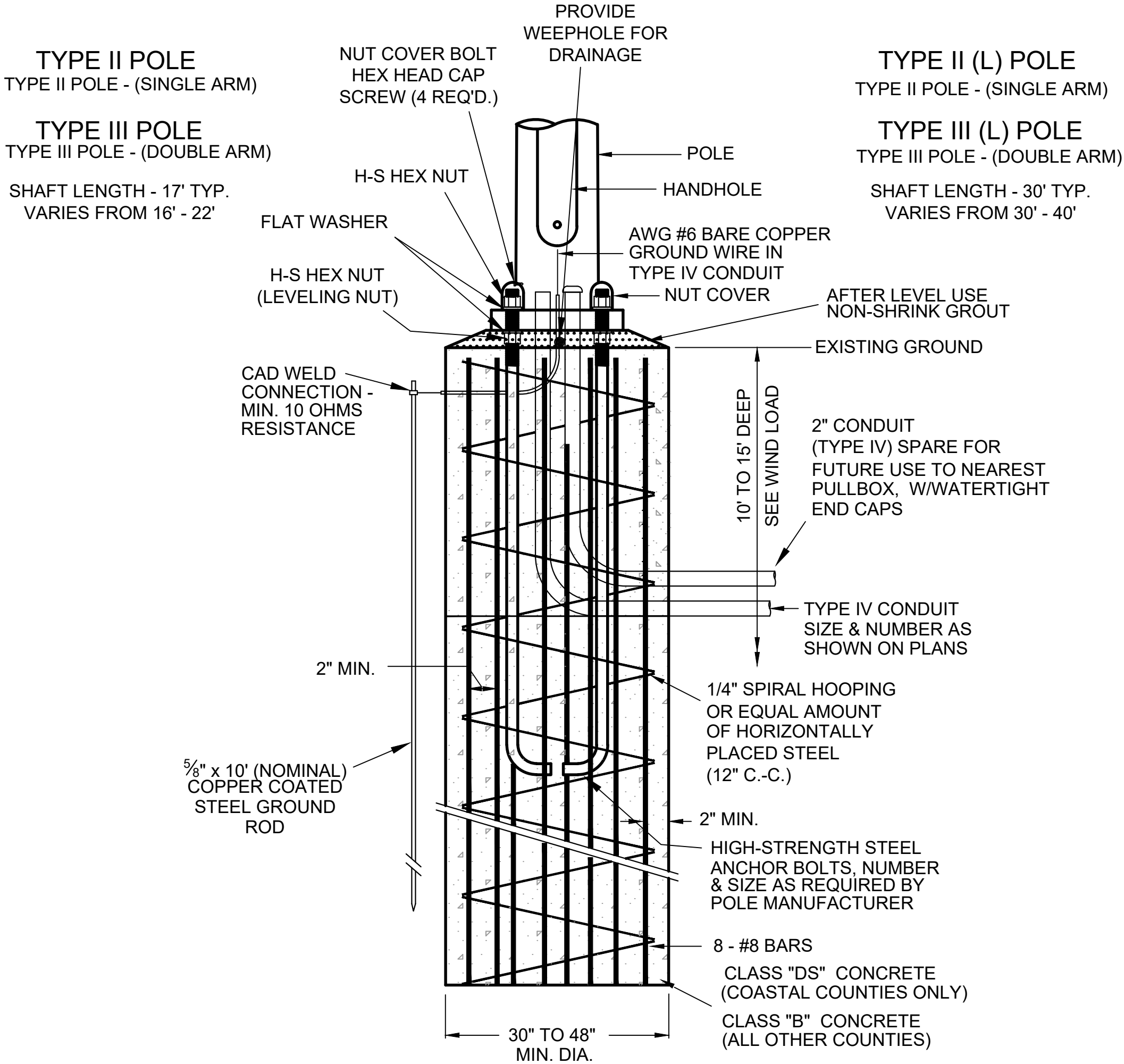
FOUNDATION GENERAL NOTES

1. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
2. EXACT DIMENSIONS AND LOCATIONS OF ANCHOR BOLTS TO BE SUPPLIED BY THE MANUFACTURER. ANY FOUNDATIONS FAILING TO MEET MINIMUM DIMENSIONS WILL BE REJECTED.
3. DRY SHAFT EXCAVATION MUST MEET REQUIREMENTS OF SECTION 803.03.2.3.2. IF GROUNDWATER OR HOLE INSTABILITY IS ENCOUNTERED, SLIP CASING AND 10' TREMIE SHALL BE REQUIRED.
4. GROUND RODS TO BE DRIVEN UNTIL AT LEAST 12" BELOW FINISHED GROUND. SEE TRAFFIC SIGNAL GROUNDING DETAILS (TSD-8) FOR ADDITIONAL INFORMATION.
5. POLE FOUNDATIONS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE CUBIC YARD, WHICH MEASUREMENT SHALL BE THE AREA BOUNDED BY THE VERTICAL PLANES OF THE NEAT LINES OF THE FOUNDATION. FIELD CONDITIONS MAY REQUIRE TALLER FOUNDATIONS THAN SPECIFIED IN THE PLANS IN WHICH THE CONTRACTOR SHALL BE PAID FOR ADDITIONAL CONCRETE PER CUBIC YARD AS BID IN THE POLE FOUNDATIONS PAY ITEM.

6. THE FINISHED TOP SURFACE OF EACH FOUNDATION SHALL BE ±3 INCHES FROM THE PAVEMENT EDGE ELEVATION AT THE FOUNDATION LOCATION. WHERE FOUNDATIONS ARE CONSTRUCTED IN AREAS WHERE THE PAVEMENT EDGE ELEVATION AND SHOULDER EDGE ELEVATION DIFFER MORE THAN TWELVE (12) INCHES, TALLER FOUNDATIONS MAY BE USED BUT MUST BE APPROVED BY THE ENGINEER. TALLER POLES SHOULD BE EVALUATED TO MINIMIZE EXPOSED FOUNDATION.

7. WHEN POLES ARE SET WITHIN OR ON EDGE OF SIDEWALK, POLES SHALL BE AS FLUSH AS POSSIBLE WITH SIDEWALK GRADE. THE FOOTPRINT OF THE NON-SHRINK GROUT PAD MAY BE REDUCED IN SIZE TO PROVIDE ADEQUATE CLEARANCE FOR SIDEWALK AND/OR ACCESSIBILITY CONSIDERATIONS.

8. SLIP CASINGS OF THE SIZE SPECIFIED WILL BE MEASURED BY THE LINEAR FOOT FROM THE GROUND ELEVATION TO THE BOTTOM OF THE STRATA NEEDING TO BE CAVED.



STEEL MAST ARM POLE FOUNDATION DETAIL

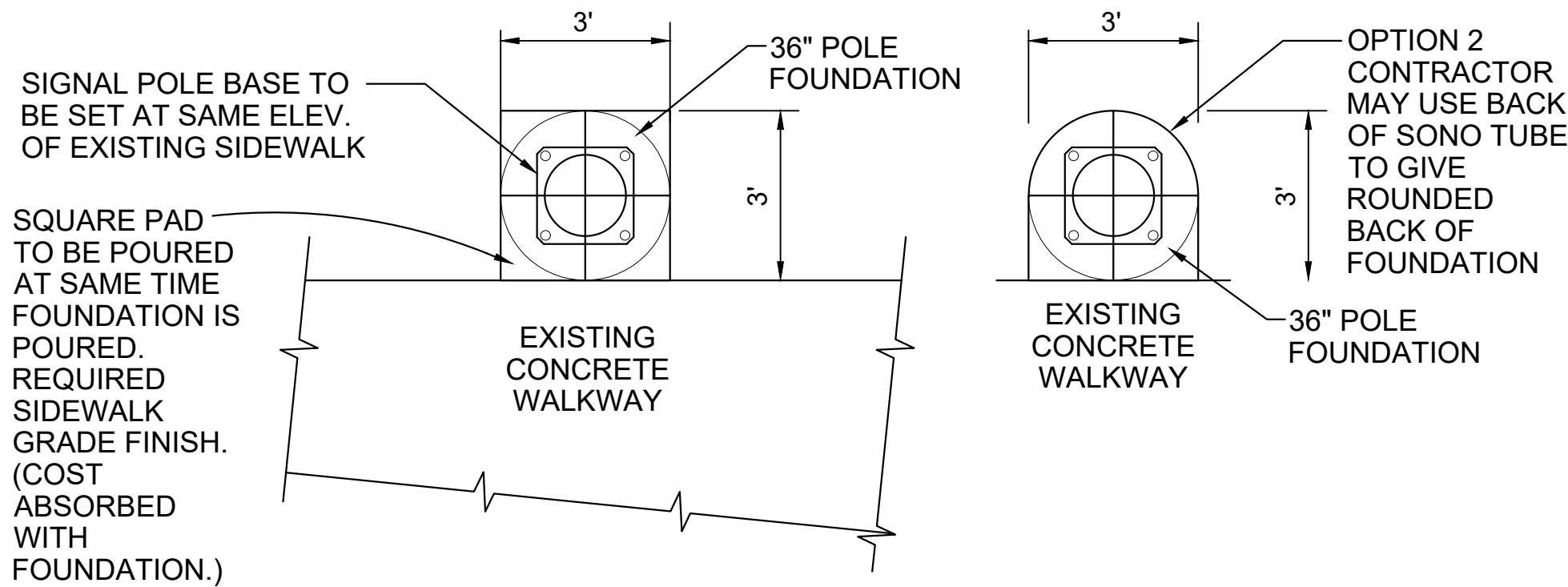
NOT TO SCALE

WIND SPEED DETERMINES SHAFT DIAMETER AND DEPTH:

FOUNDATION CHART

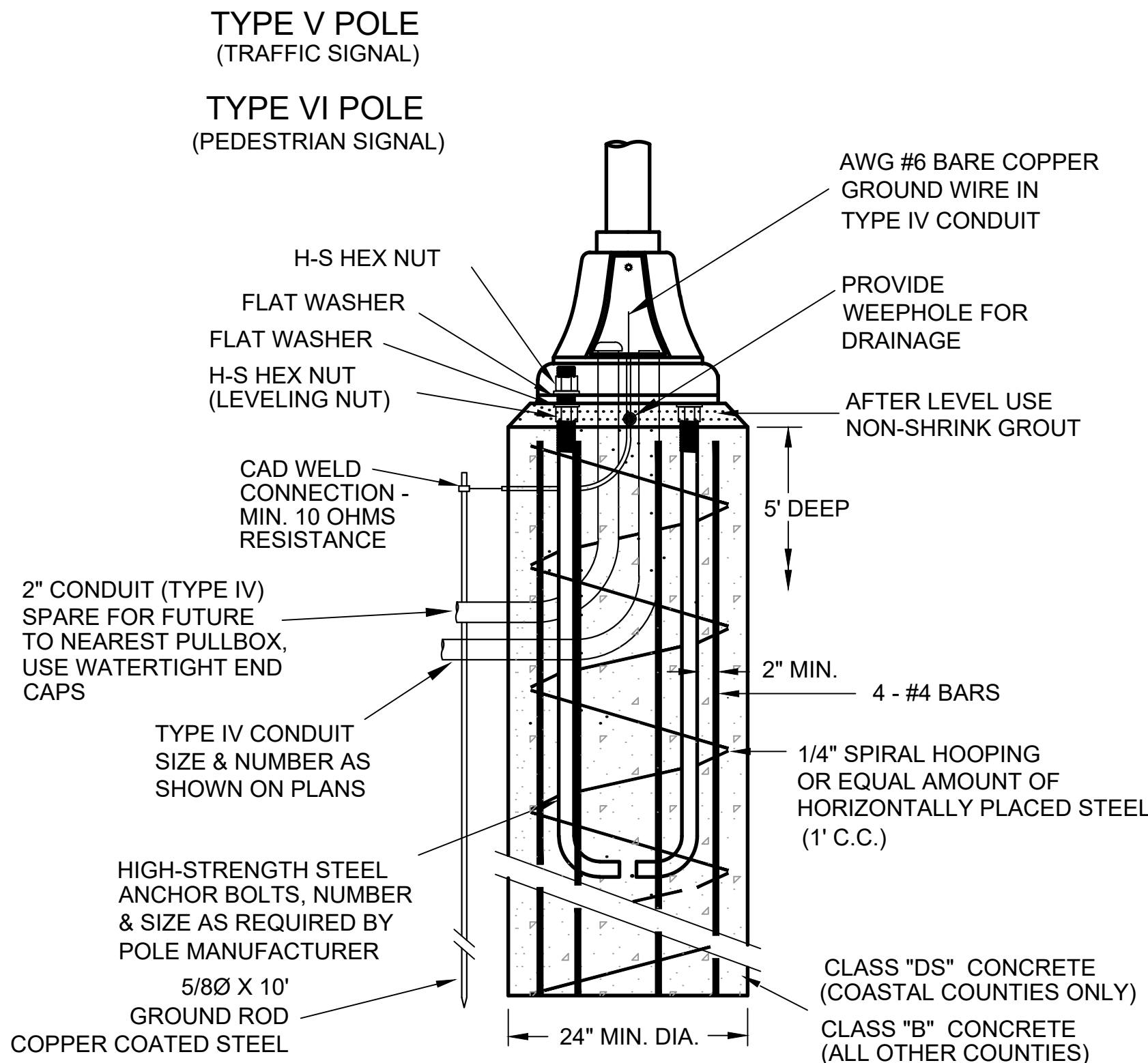
WIND SPEED	POLE TYPE	ARM LENGTH	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 MPH	II, II (L)	5' - 45'	30"	10'	B	NO
90 MPH	II, II (L)	50' - 80'	36"	12'	B	NO
90 MPH	III, III (L)	5' - 80'	36"	15'	B	NO
90 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	B	NO
100 - 130 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	B	NO
140 MPH	II, II (L), III, III (L)	5' - 80'	36"	15'	DS	YES
140 MPH	II, II (L), III, III (L)	85' & OVER	48"	15'	DS	YES

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.



SIGNAL POLE ADJACENT TO EXISTING SIDEWALK DETAIL

NOT TO SCALE



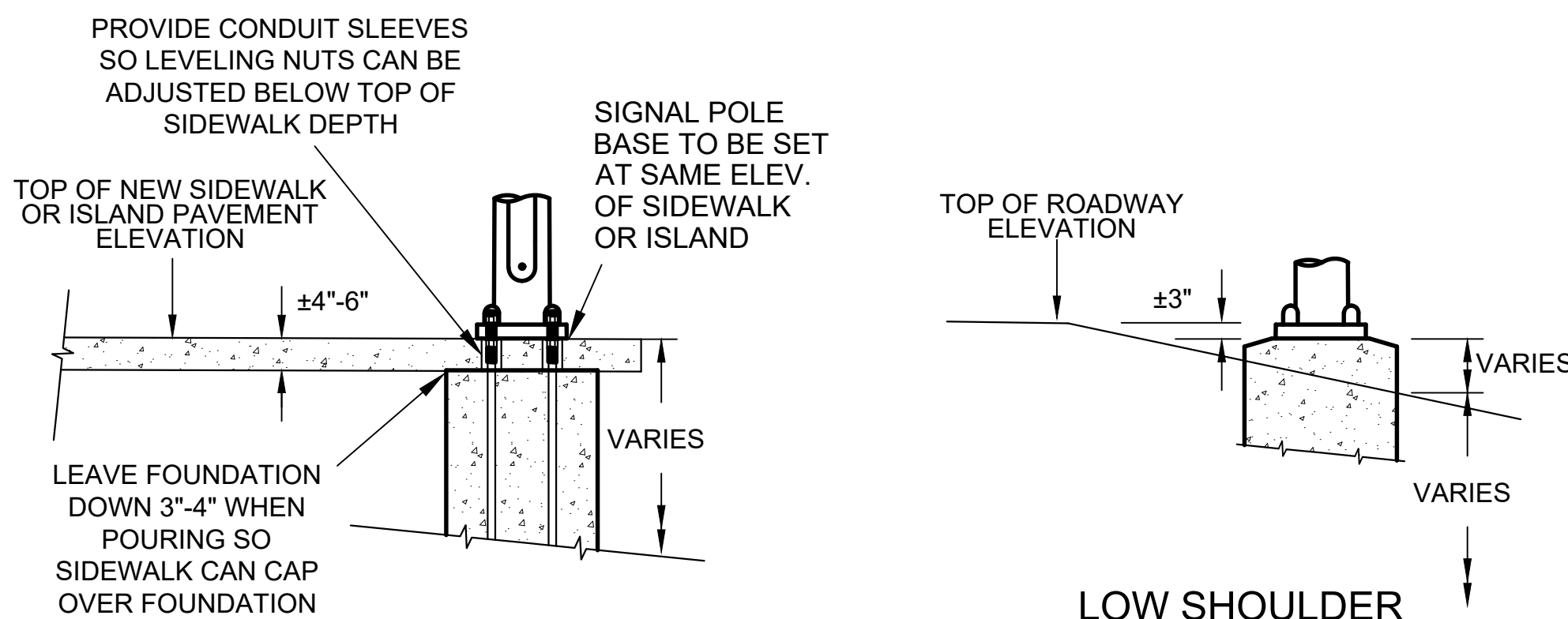
PEDESTAL POLE FOUNDATION DETAIL

NOT TO SCALE

FOUNDATION CHART

WIND SPEED	POLE TYPE	DIA. (IN.)	DEPTH (FT.)	CONCRETE	SLIP CASING
90 - 130 MPH	V, VI	24"	5'	B	NO
140 MPH	V, VI	24"	5'	DS	NO

*SEE WIND SPEED MAP IN 2013 AASHTO GUIDELINES ON TSD-2.



FOUNDATION WITHIN SIDEWALK DETAIL

NOT TO SCALE

LOW SHOULDER FOUNDATION DETAIL

NOT TO SCALE

NEEL-SCHAFFER
Solutions you can build upon

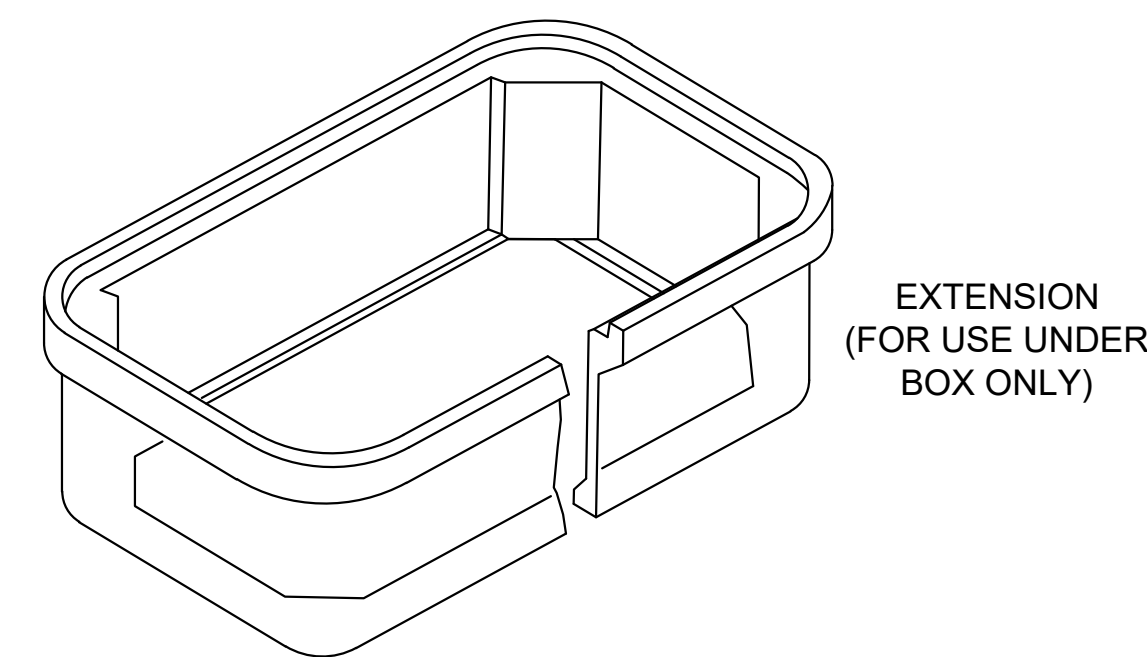
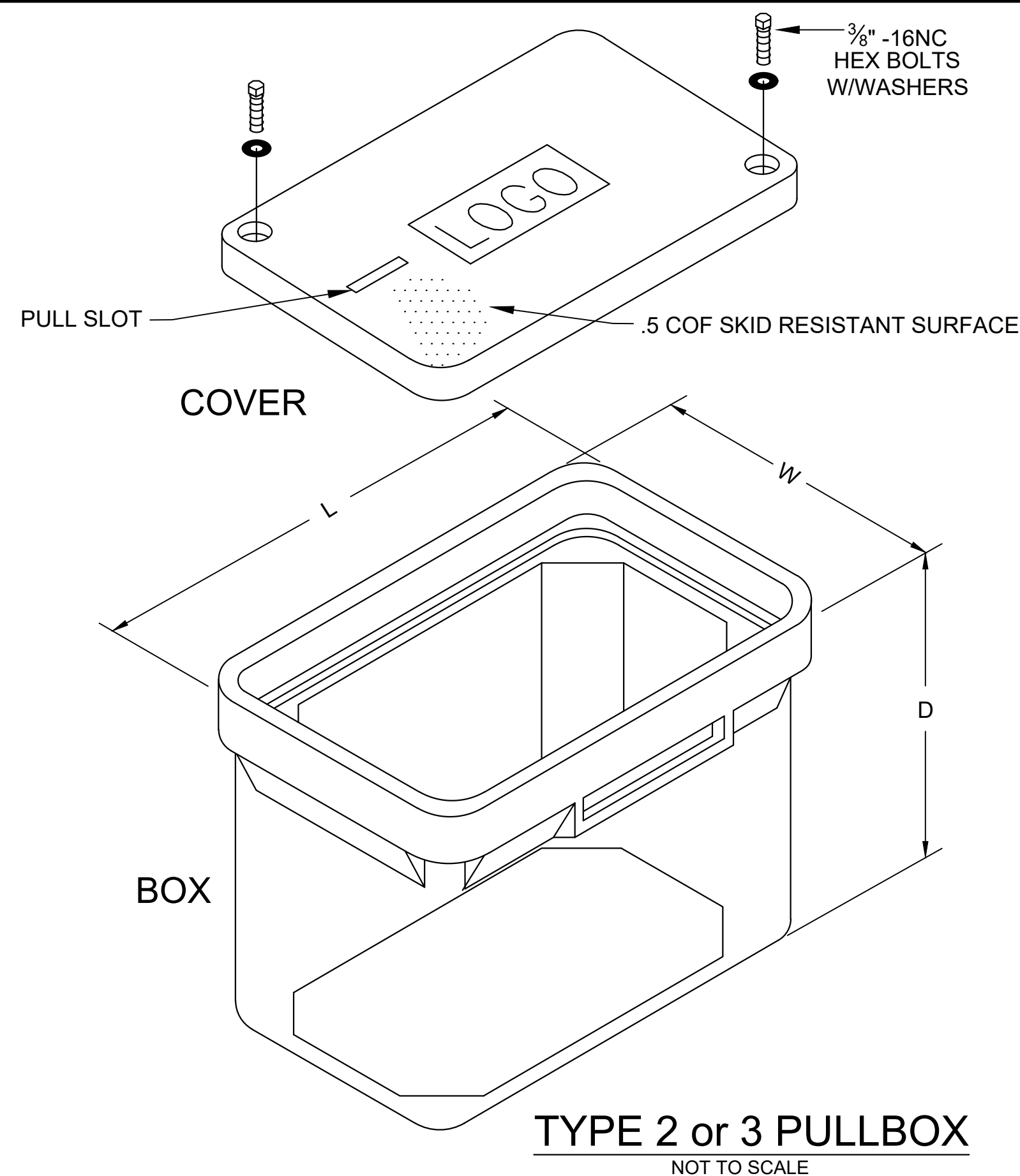
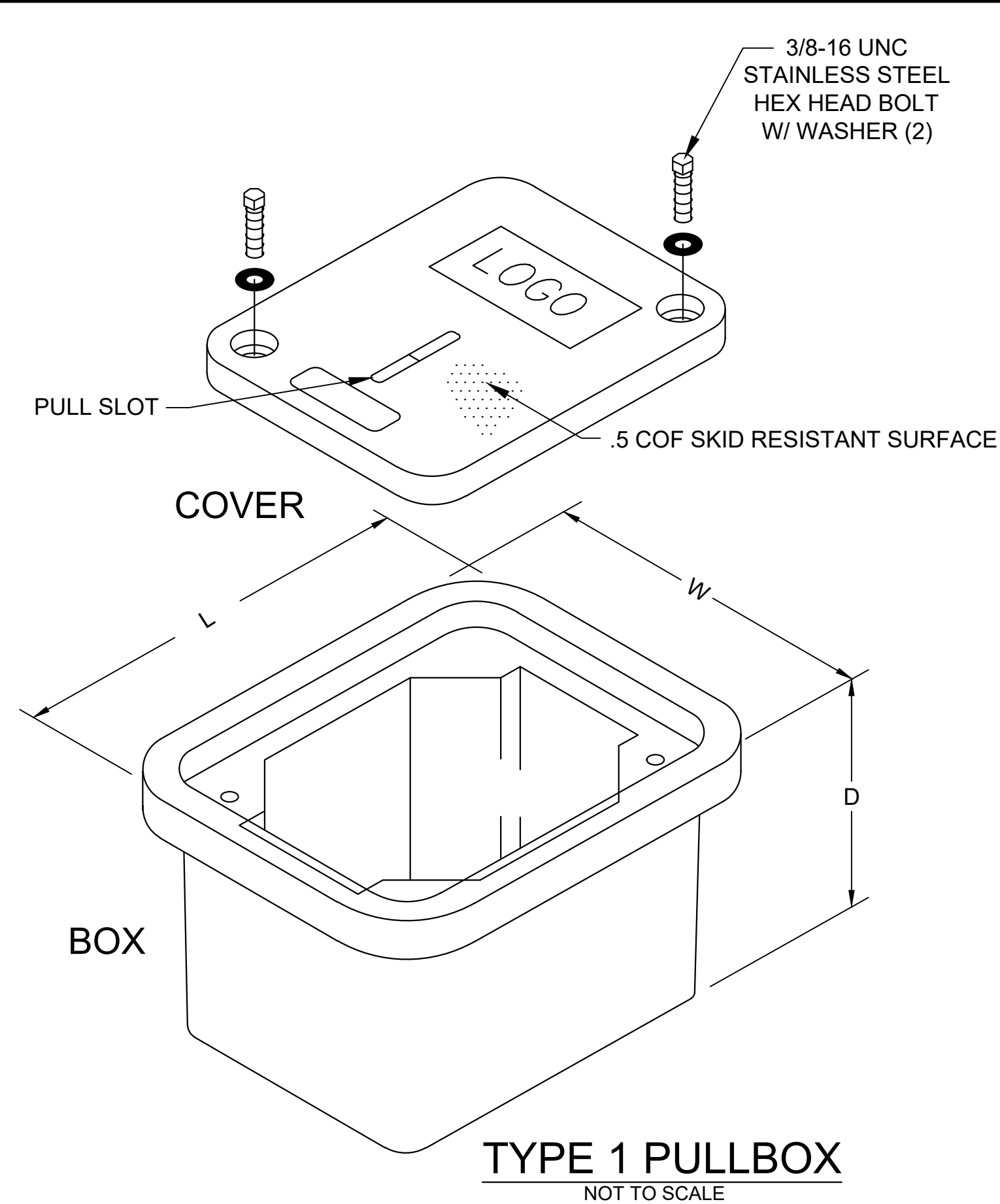
SIGNAL POLE AND PEDESTAL POLE FOUNDATION DETAILS

WORKING NUMBER:

TSD-4

DRAWING NUMBER:

2005

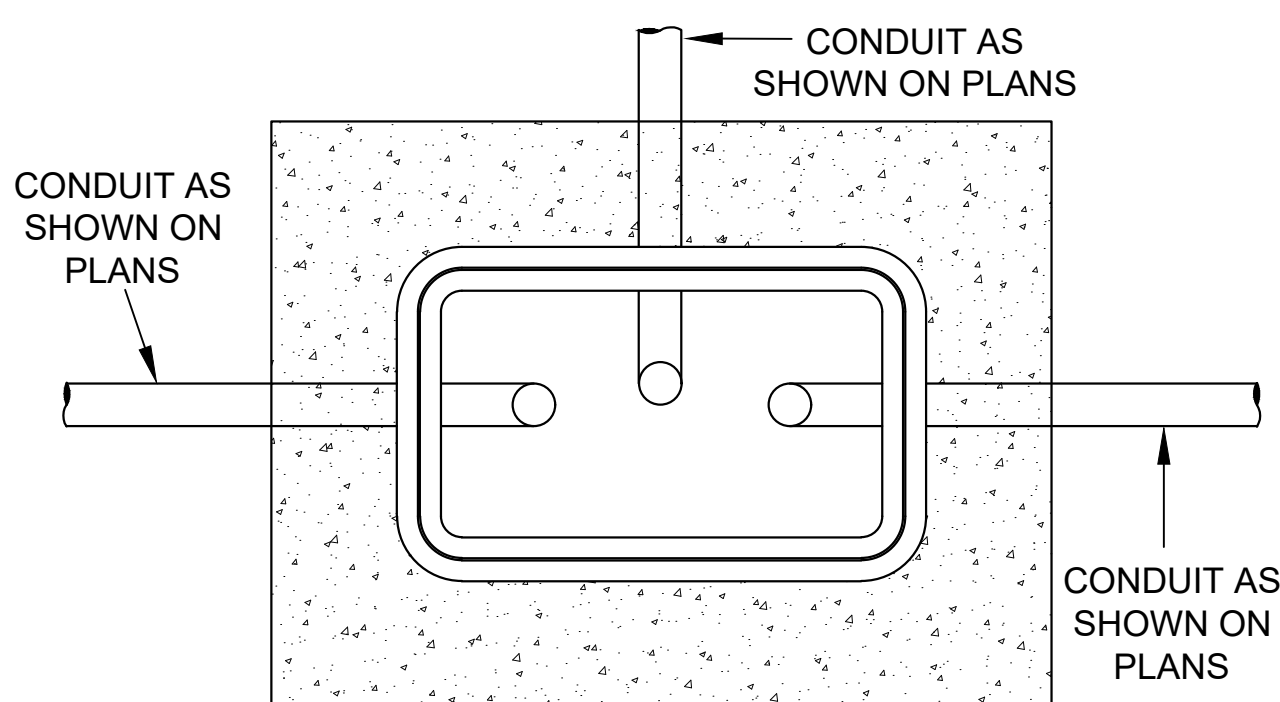


NOMINAL MINIMUM DIMENSIONS (W x L x D)

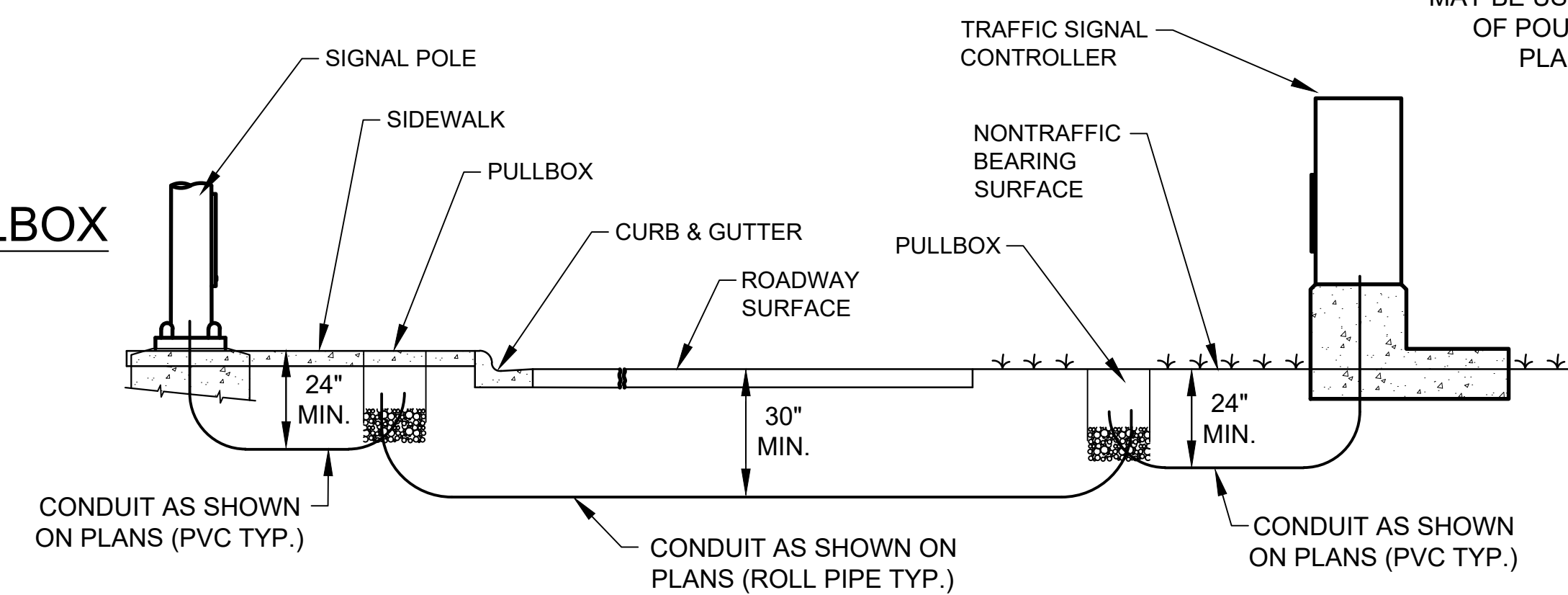
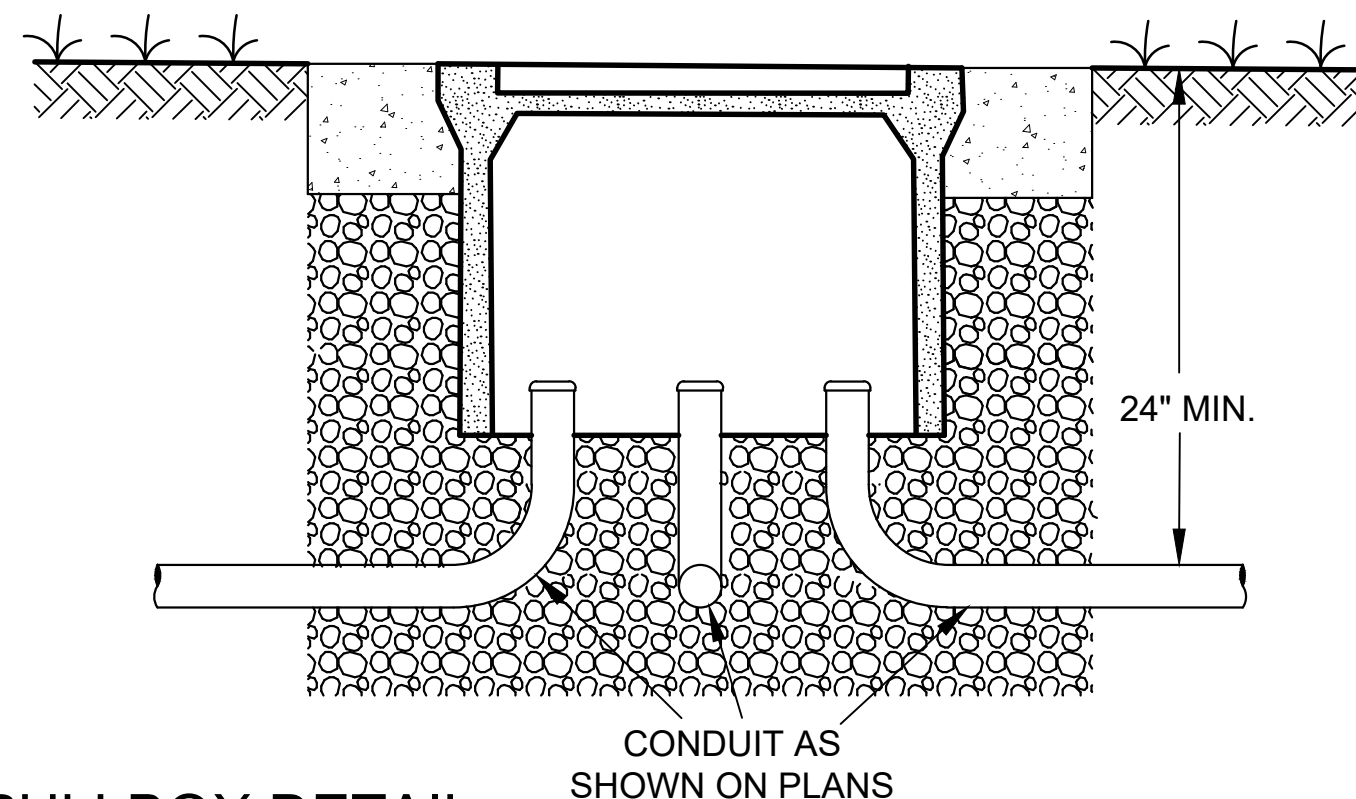
DIM	TYPE 1	TYPE 2	TYPE 3
W	11"	13"	17"
L	18"	24"	30"
D	12"	18"	24"

COLLARS AND GRAVEL UNDER PULLBOX REQUIRED FOR ALL TYPES OF PULLBOXES

- PULLBOX NOTES:
1. GRADE LEVEL PULL BOX, ENCLOSURES, STRUCTURAL JUNCTION BOXES AND COVERS SHALL MEET THE REQUIREMENTS OF SUBSECTION 722.06 OF SPECS. ALL PULLBOXES SHALL BE TIER 22 = 22,500-POUND DESIGN LOAD, 33,750-POUND TEST LOAD.
 2. IN GENERAL, TYPE 2 BOXES ARE USED FOR CORNERS WHERE SIGNAL CONDUIT UNDER ROADWAY AND TO SIGNAL POLE MEET, TYPE 3 BOXES ARE USED AT CONTROLLER CORNER WHERE ADDITIONAL ROOM FOR EXTRA CONDUIT IS REQUIRED.
 3. LOGOS SHALL READ TRAFFIC, SIGNAL, OR TRAFFIC SIGNAL.
 4. PULLBOXES SHALL NOT BE LOCATED IN THE ROADWAY, SIDEWALK, DRIVEWAY OR OTHER PATHWAY SURFACES UNLESS SPECIFICALLY REQUIRED ON THE PLANS. THEY SHALL NOT BE LOCATED IN DRAINAGE COLLECTION AREAS AND LOCATIONS WHERE DRAINAGE RUNOFF OCCURS SHOULD BE AVOIDED WHENEVER POSSIBLE.
 5. THE FINAL GRADE OF PULLBOX TOP SHALL BE FLUSH WITH ADJACENT MATERIAL WHEN THEY MUST BE INSTALLED WITHIN SIDEWALKS, ISLANDS OR BARRIER WALLS. THE FINAL GRADE OF TOP LOCATED IN SOIL OR SODDED AREAS SHALL BE APPROXIMATELY ONE (1) INCH HIGHER THAN ADJACENT EARTH OR SODDED AREAS.

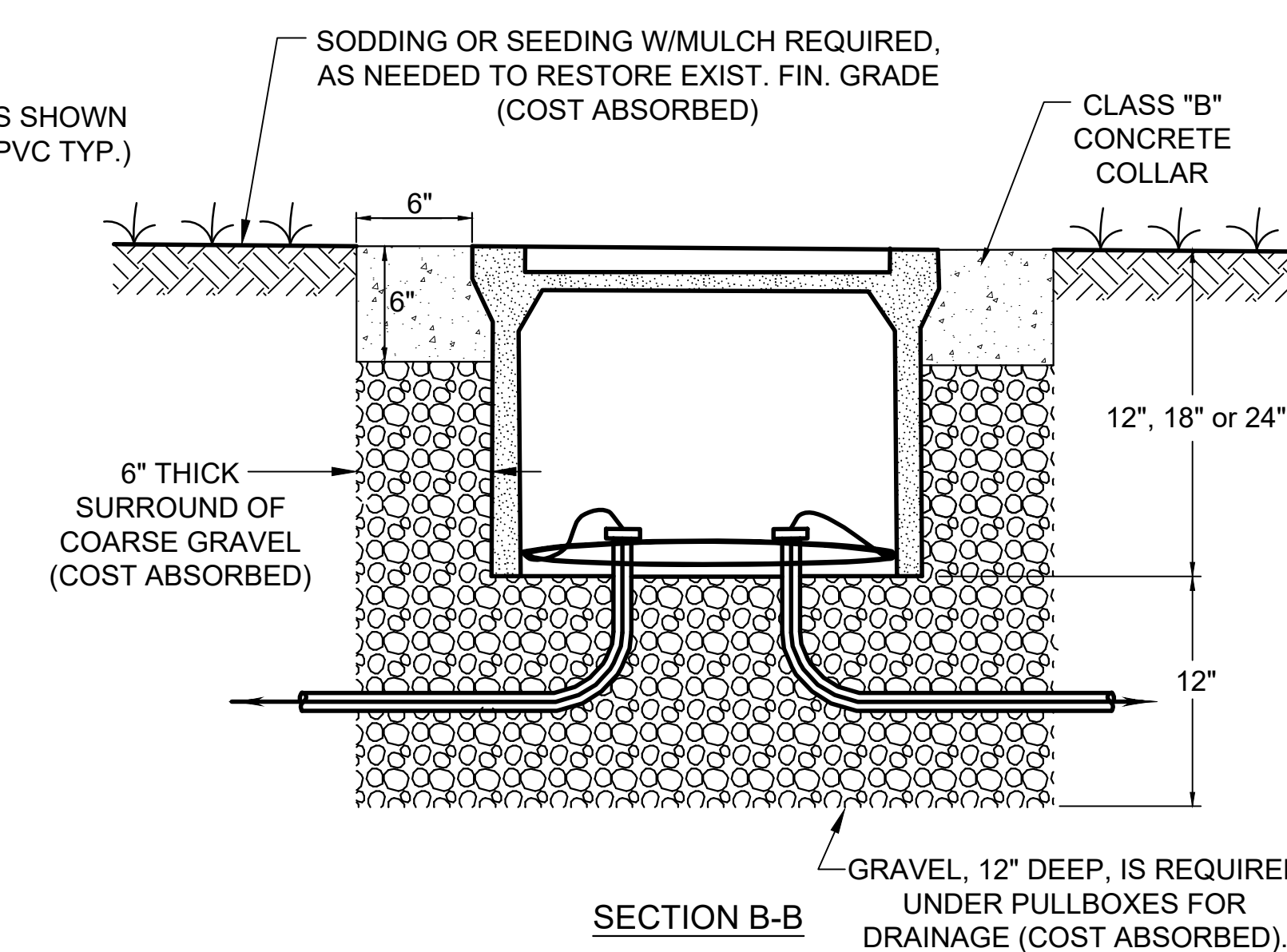
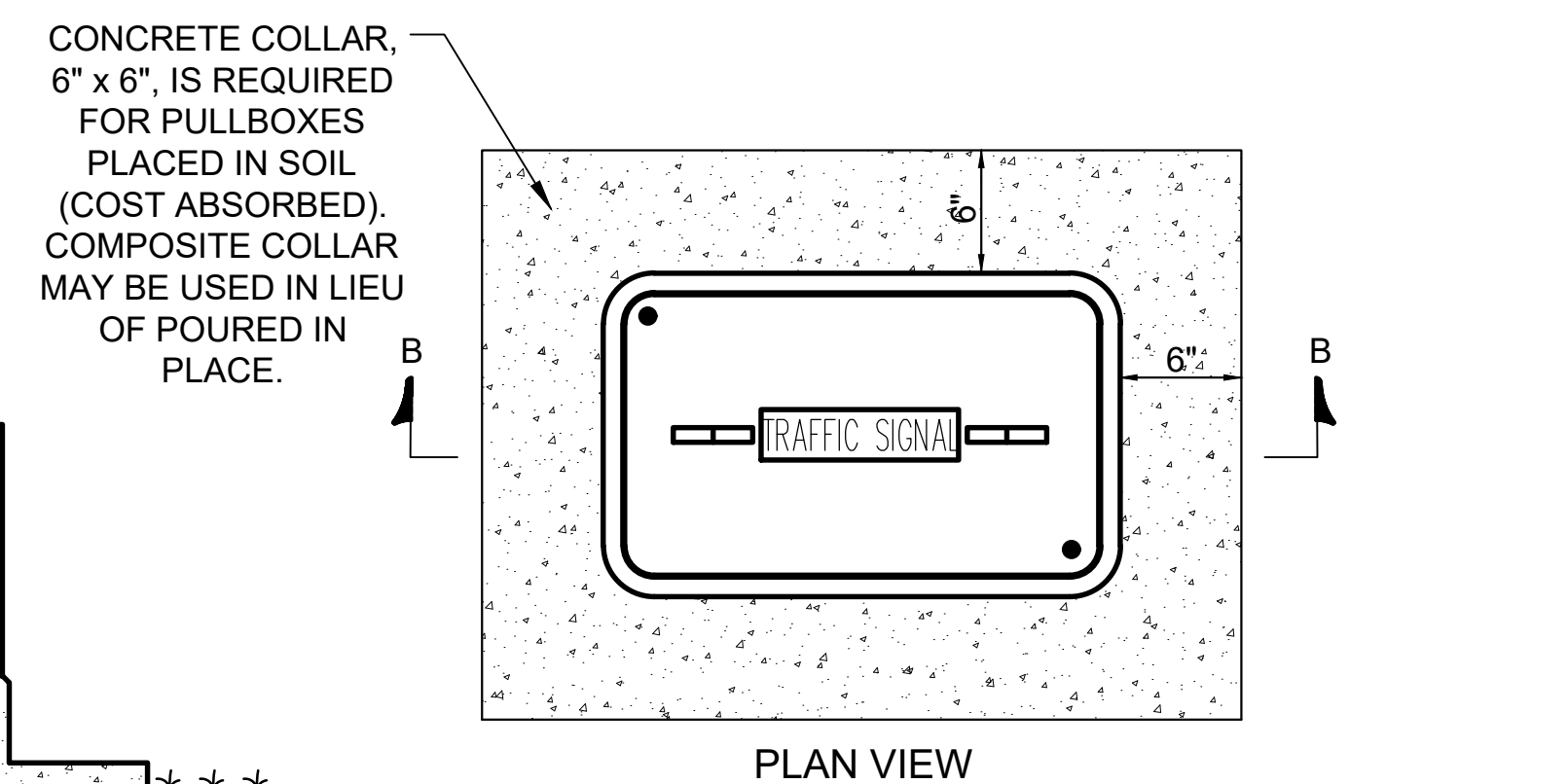


CONDUIT AT PULLBOX DETAIL NOT TO SCALE

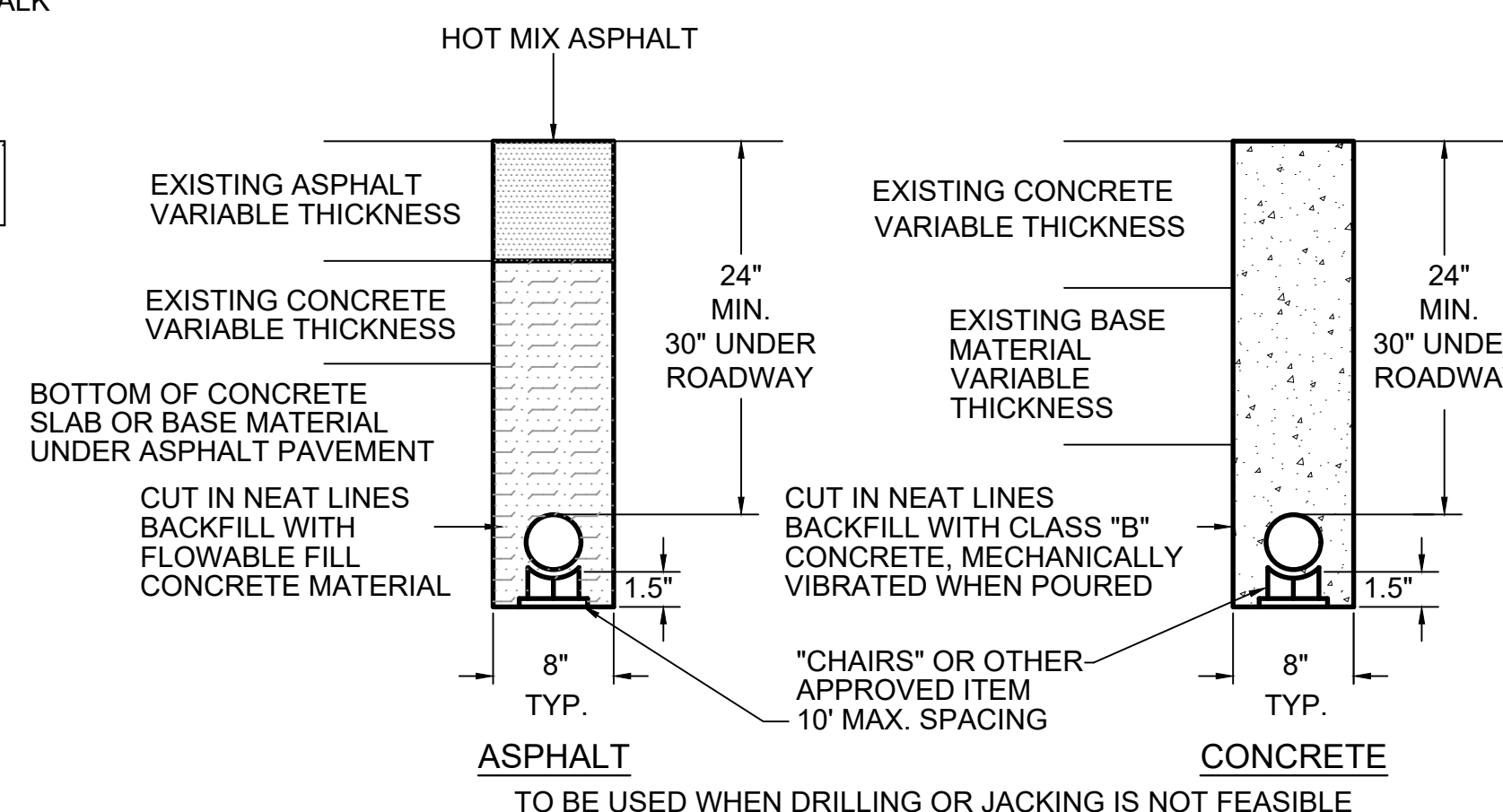
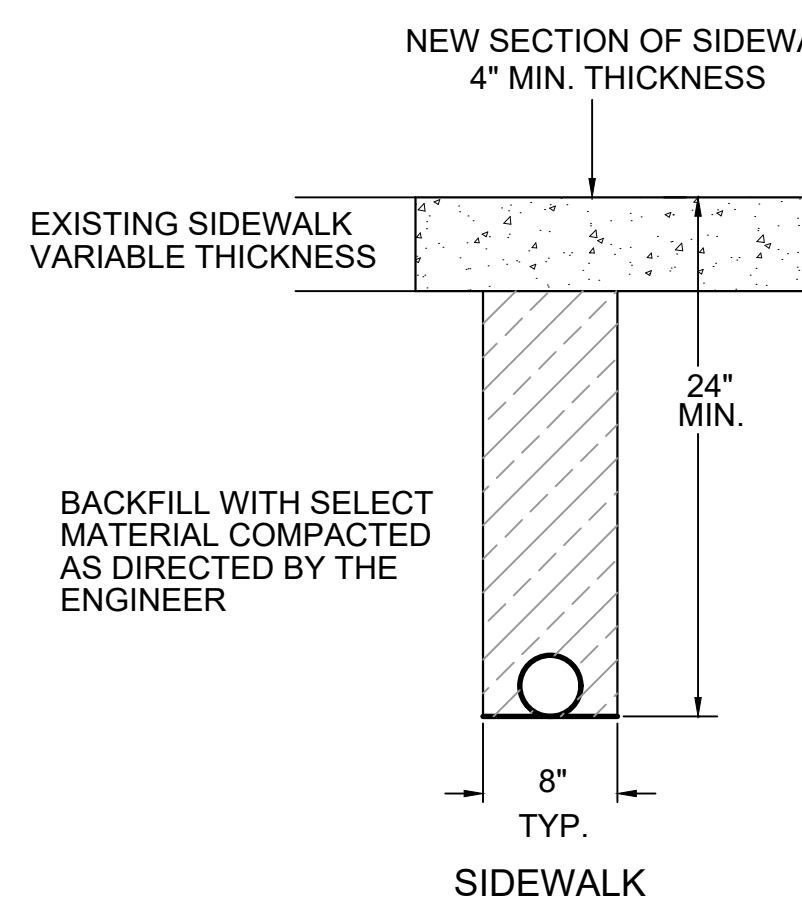
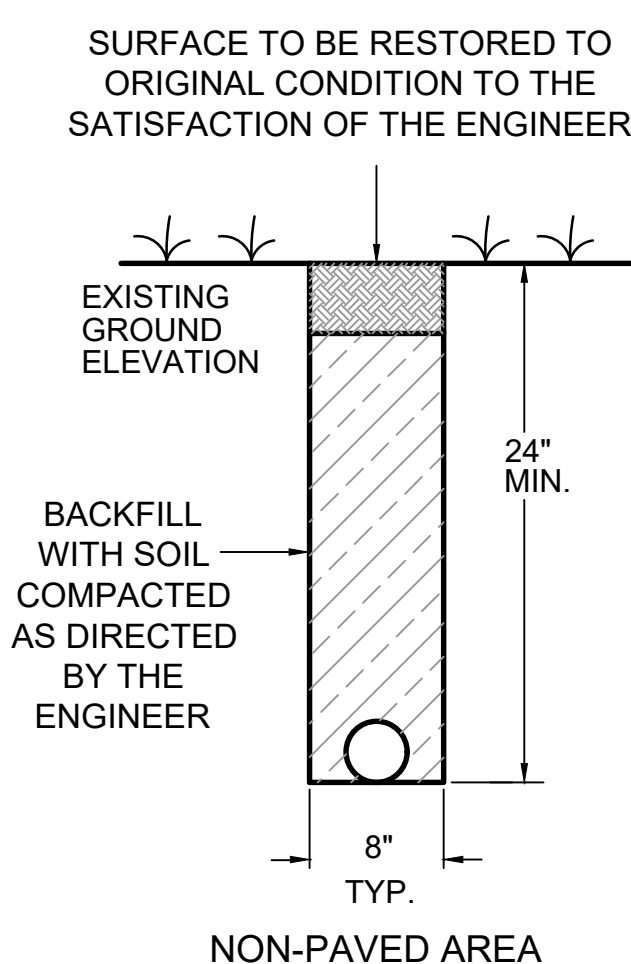


TYPICAL CONDUIT INSTALLATION SECTION NOT TO SCALE

- CONDUIT NOTES:
1. TOP OF CONDUIT DEPTH SHALL BE A MINIMUM OF 24" UNLESS WHEN INSTALLED UNDER PAVED ROADWAY WHERE IT SHALL BE 30" MINIMUM DEPTH.
 2. CONDUIT BORED OR DRILLED UNDER RAILROAD SHALL BE 10' MIN. BELOW RR BED, CONDUIT BORED OR DRILLED UNDER STREAMS SHALL BE 5' MIN. BELOW STEAM BED. BORE LOGS WILL BE REQUIRED FOR EACH LOCATION.
 3. PULL TAPE SHALL BE INSTALLED INTO EACH EMPTY CONDUIT (COST ABSORBED).
 4. CONDUIT TO BE SEALED WITH DUCT SEALER ONCE CABLE IS INSTALLED. BLANK DUCT PLUGS SHALL BE INSTALLED IN EACH EMPTY CONDUIT.
 5. SAWCUT SIDEWALK AT EXISTING JOINTS AND REPLACE ENTIRE SECTION TO MATCH EXISTING MATERIAL. WHEN NEW SIDEWALK IS BEING CONSTRUCTED, CONDUIT, PULLBOX, AND POLE ARE TO BE INSTALLED BEFORE SIDEWALK IS POURED.
 6. TYPE I CONDUIT IS RIGID GALV. STEEL; TYPE IV CONDUIT IS PVC; FLEXIBLE CONDUIT AND ROLL PIPE ARE HDPE.
 7. ELECTRICAL SUBCONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION WORK UNDER ROADWAY WITH ROADWAY CONSTRUCTION PHASING IN ORDER TO MINIMIZE JACKING.
 8. MATERIAL REMOVED THAT IS NOT SUITABLE FOR BACKFILL OR IS EXCESS SHALL BE DISPOSED OF BY THE CONTRACTOR (COST ABSORBED).
 9. CONDUIT WILL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT FROM CENTER TO CENTER OF PULL BOX AND/OR FOUNDATION. MEASUREMENT IN UNDERGROUND CONDUIT IS ONLY IN THE HORIZONTAL PLANE AND NO ADDITIONAL QUANTITY SHALL BE ADDED FOR CONDUIT DEPTH OR CHANGE IN ELEVATION OF THE CONDUIT. ANY ABOVE GROUND VERTICAL CONDUIT RUNS, AS INDICATED IN THE PLANS, SHALL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT.



COLLAR AND GRAVEL DETAIL NOT TO SCALE



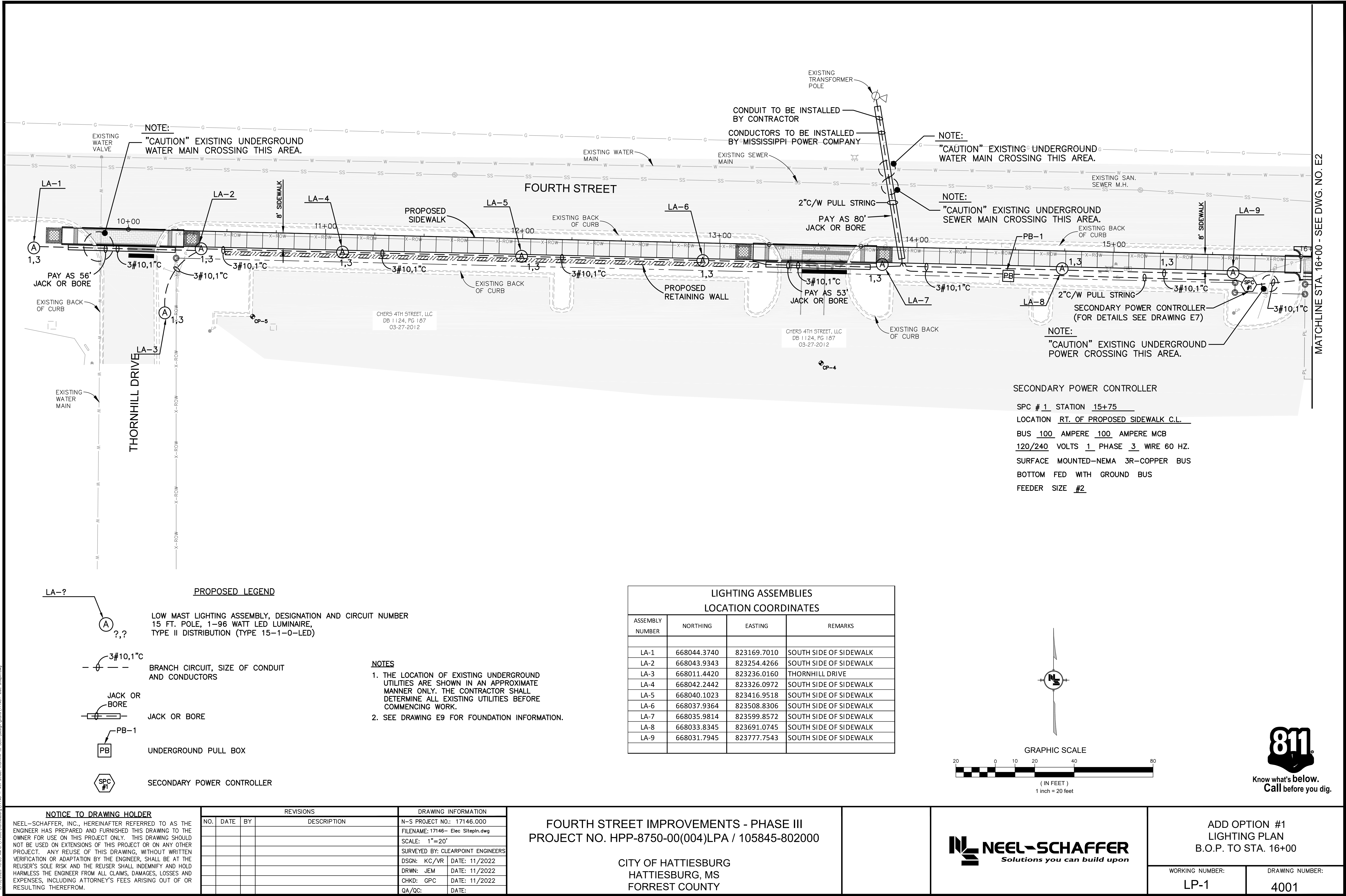
CONDUIT TRENCHING DETAIL NOT TO SCALE

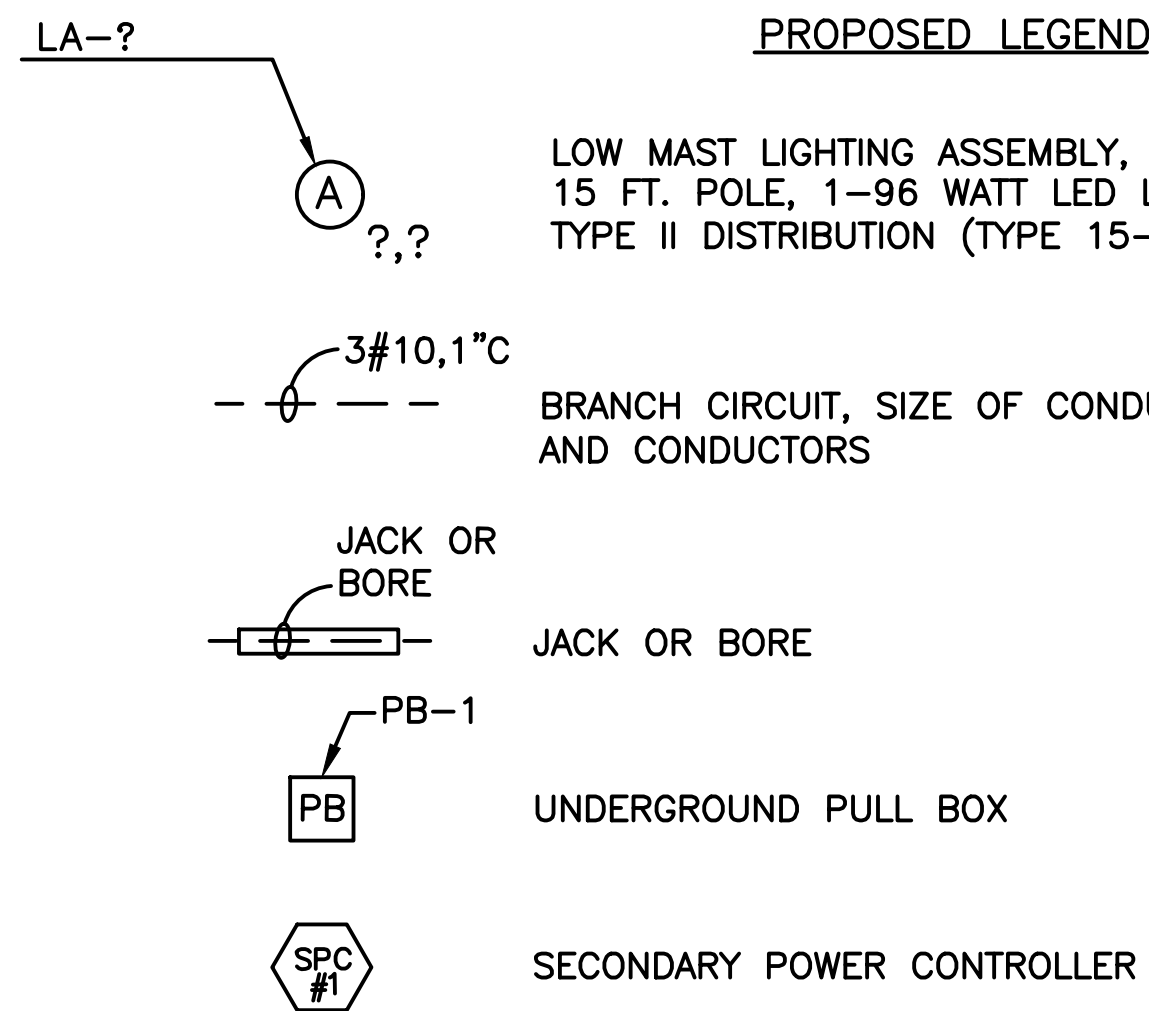
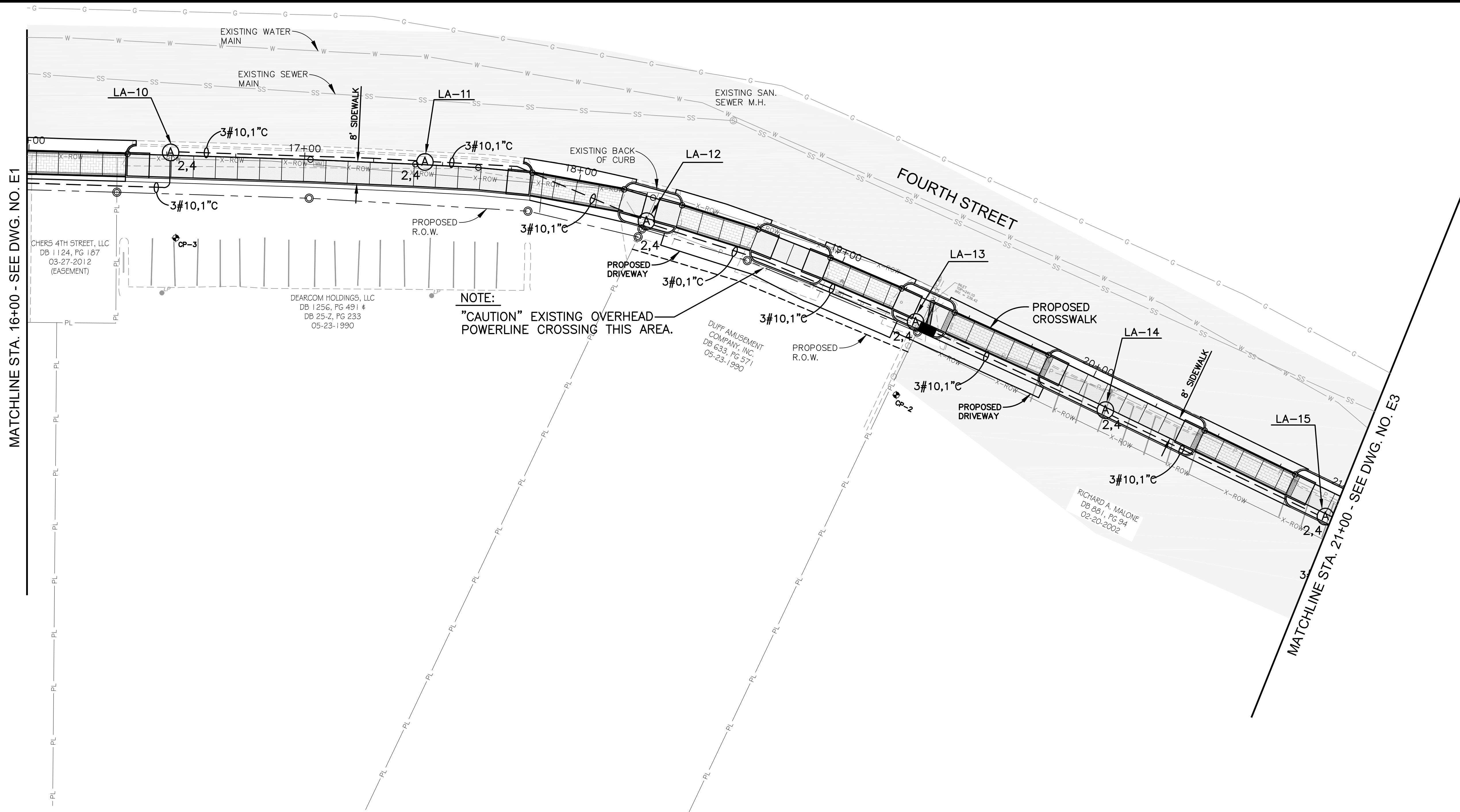
NEEL-SCHAFFER
Solutions you can build upon

PULL BOX AND CONDUIT TRENCHING DETAILS

WORKING NUMBER:
TSD-8

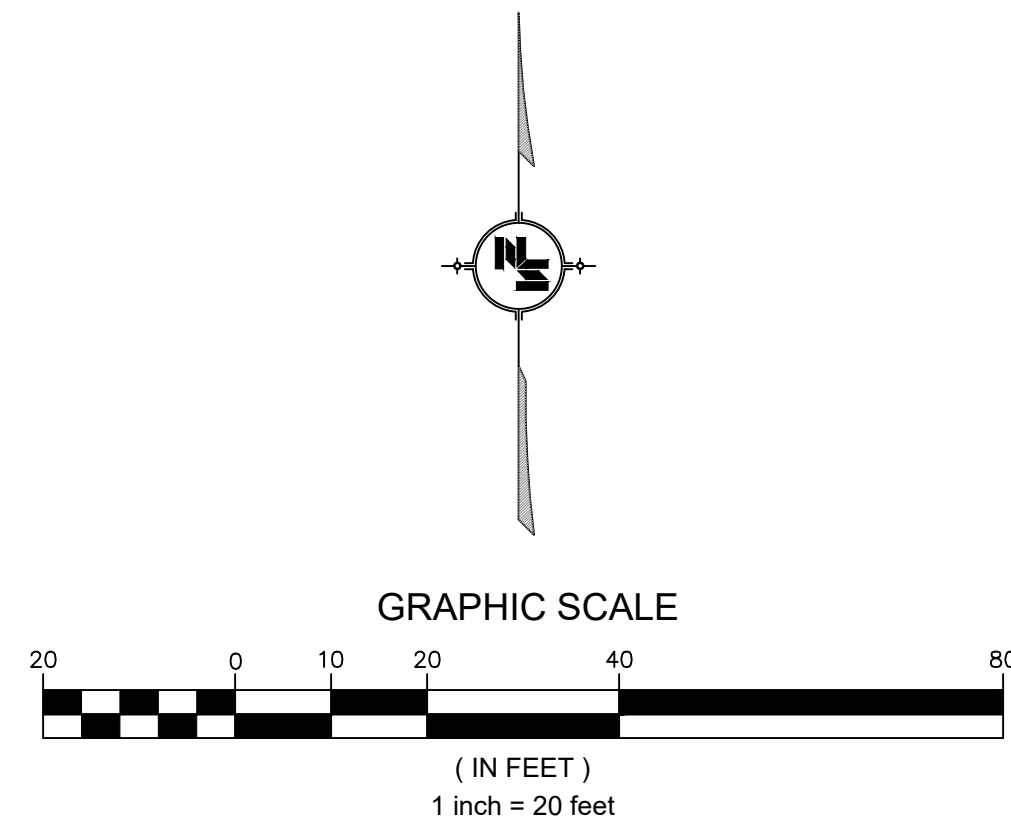
DRAWING NUMBER:
2006





- NOTES**
1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
 2. SEE DRAWING E9 FOR FOUNDATION INFORMATION.

LIGHTING ASSEMBLIES LOCATION COORDINATES			
ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-10	668039.3792	823868.7385	NORTH SIDE OF SIDEWALK
LA-11	668035.9336	823960.9344	NORTH SIDE OF SIDEWALK
LA-12	668014.4547	824041.2037	SOUTH SIDE OF SIDEWALK
LA-13	667977.9127	824138.7650	SOUTH SIDE OF SIDEWALK
LA-14	667945.9776	824207.5481	SOUTH SIDE OF SIDEWALK
LA-15	667907.3899	824287.2814	SOUTH SIDE OF SIDEWALK



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION
NO.	DATE	BY	DESCRIPTION

N-S PROJECT NO.: 17146.000
FILENAME: 17146- Elec Siteplan.dwg
SCALE: 1"=20'
SURVEYED BY: CLEARPOINT ENGINEERS
DSGN: KC/VR DATE: 11/2022
DRWN: JEM DATE: 11/2022
CHKD: GPC DATE: 11/2022
QA/QC: DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

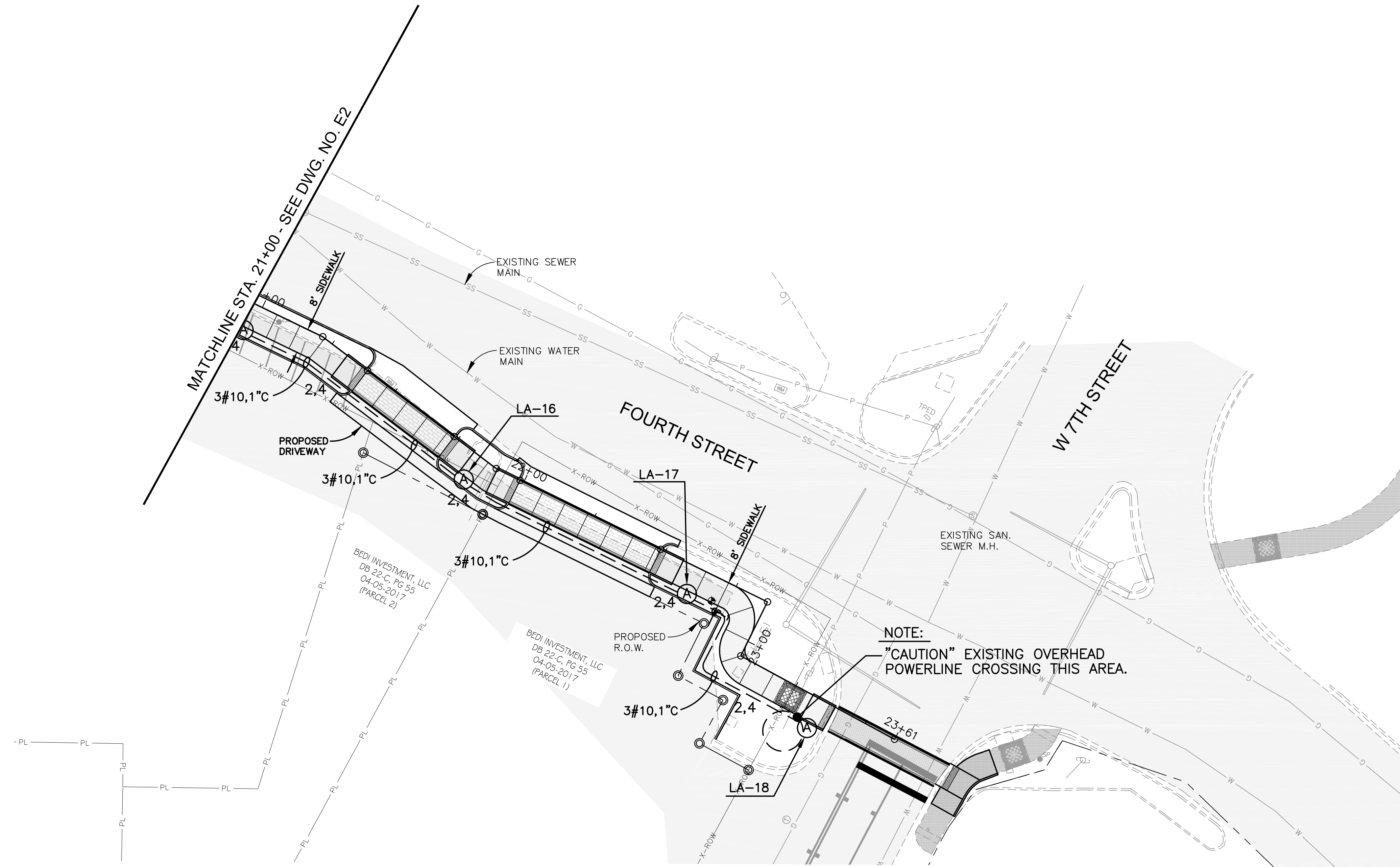
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



ADD OPTION #1
LIGHTING PLAN
STA. 16+00 TO STA. 21+00

WORKING NUMBER:
LP-2

DRAWING NUMBER:
4002



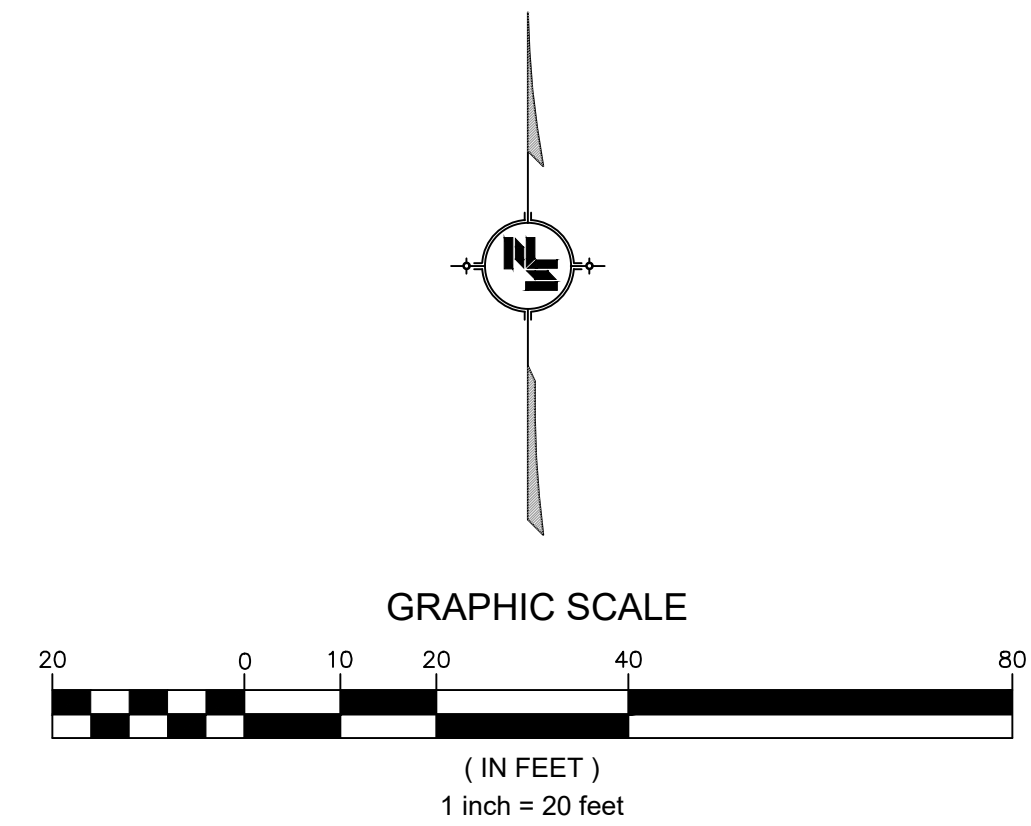
LA-? PROPOSED LEGEND

- LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NUMBER
15 FT. POLE, 1-96 WATT LED LUMINAIRE,
TYPE II DISTRIBUTION (TYPE 15-1-0-LED)
- 3#10,1"C
BRANCH CIRCUIT, SIZE OF CONDUIT
AND CONDUCTORS
- JACK OR
BORE
JACK OR BORE
- PB-1
UNDERGROUND PULL BOX
- SPC
#1
SECONDARY POWER CONTROLLER

NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E9 FOR FOUNDATION INFORMATION.

LIGHTING ASSEMBLIES LOCATION COORDINATES			
ASSEMBLY NUMBER	NORTHING	EASTING	REMARKS
LA-16	667860.0021	824357.0495	SOUTH SIDE OF SIDEWALK
LA-17	667823.7654	824427.7573	SOUTH SIDE OF SIDEWALK
LA-18	667781.3079	824465.7910	SOUTH SIDE OF SIDEWALK



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION
NO.	DATE	BY	DESCRIPTION

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



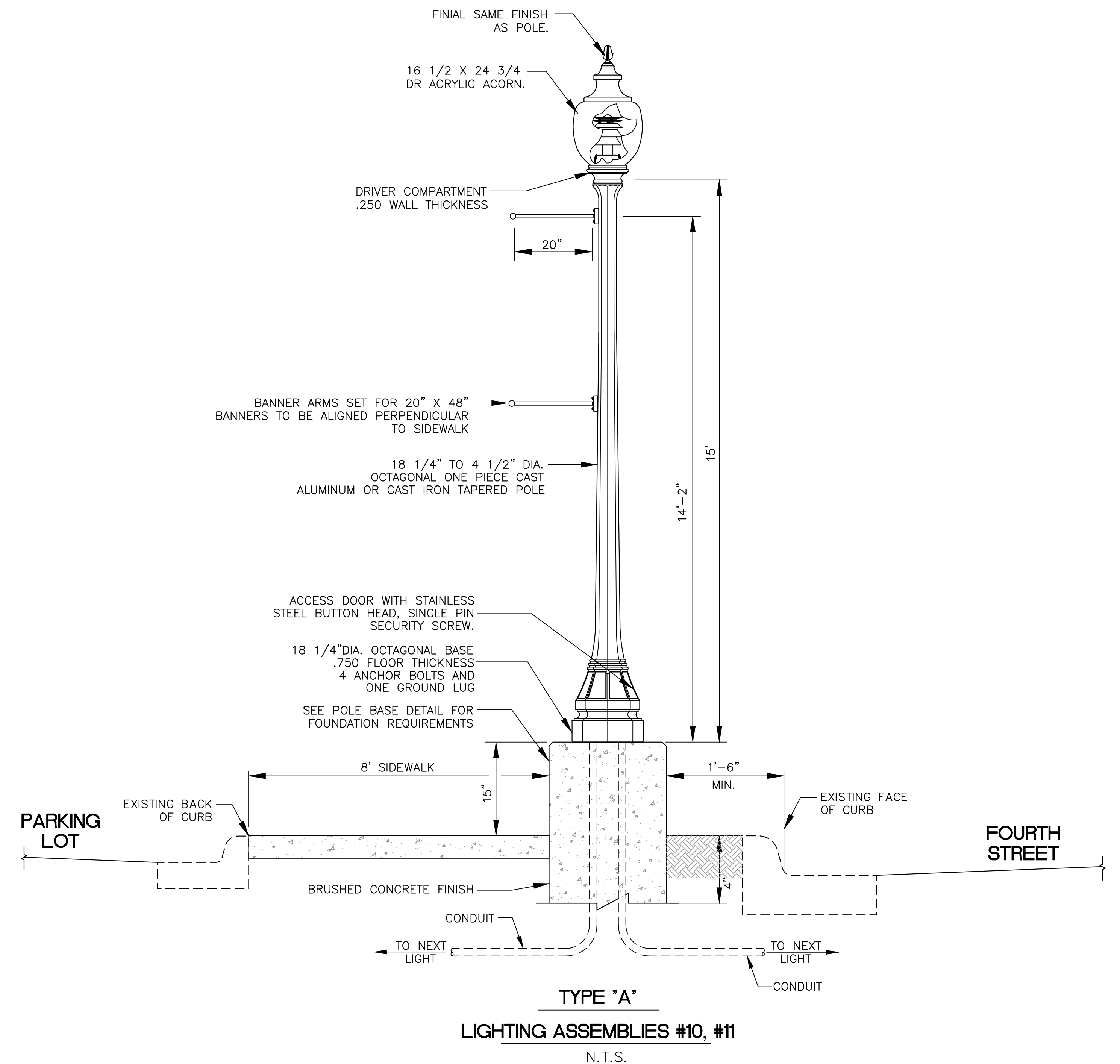
ADD OPTION #1
LIGHTING PLAN
STA. 21+00 TO E.O.P.

WORKING NUMBER:
LP-3

DRAWING NUMBER:
4003

REQUIRED LIGHTING		
MANUFACTURER	15' POST	15' POST LUMIANIRE
STERNBERG	9315TO/DBA/(DCO)/BK	A850SRLED 6 ARC45T2 MDLO3

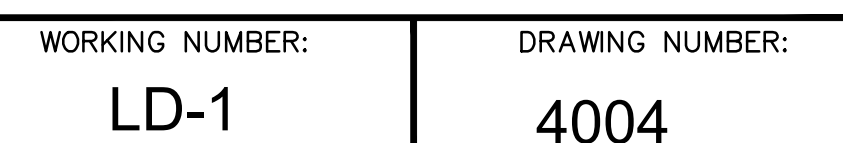
1. ALL POLES, BASES, ARMS, BANNER ARMS, AND FINIALS SHALL BE POWDER COATED BLACK.
2. BANNER ARMS SHALL BE OF REMOVABLE TYPE.

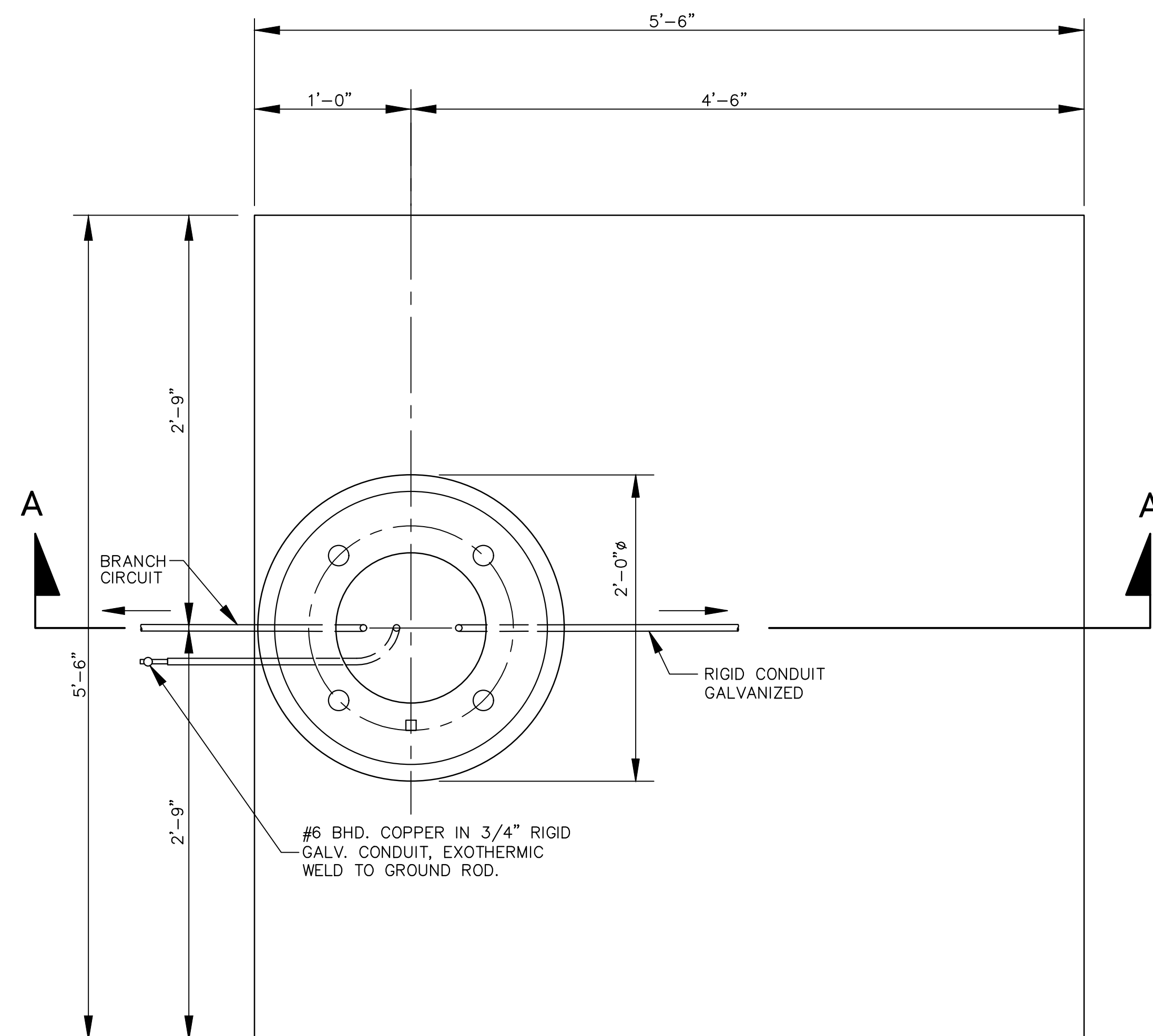


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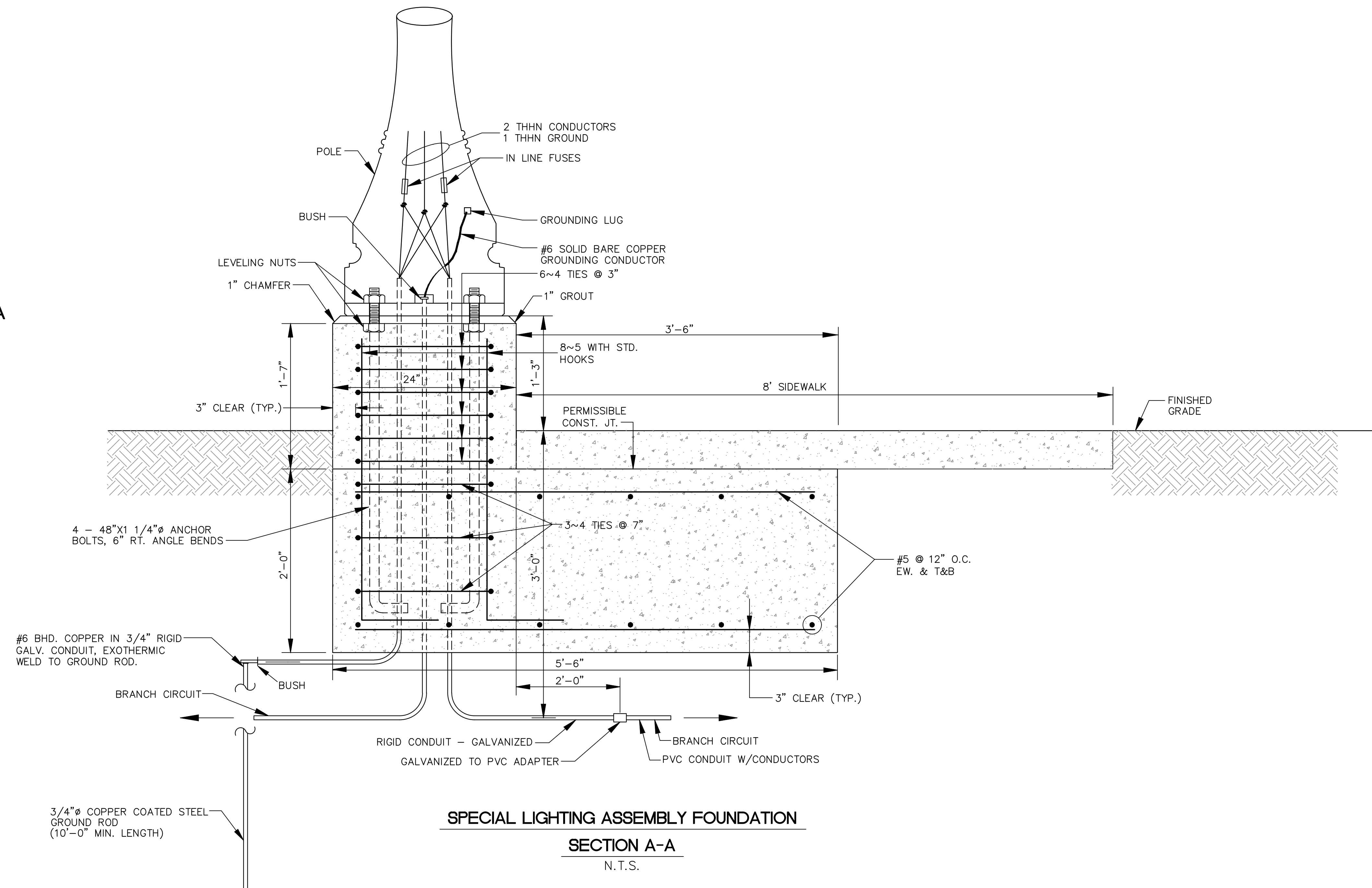
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NO.	DATE	BY	DESCRIPTION		
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				FILENAME: 17146 Elec Det-1.dwg	
				SCALE: N.T.S.	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: KC/VR	DATE: 11/2022
				DRWN: JEM	DATE: 11/2022
				CHKD: GPC	DATE: 11/2022
				QA/QC:	DATE:

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY





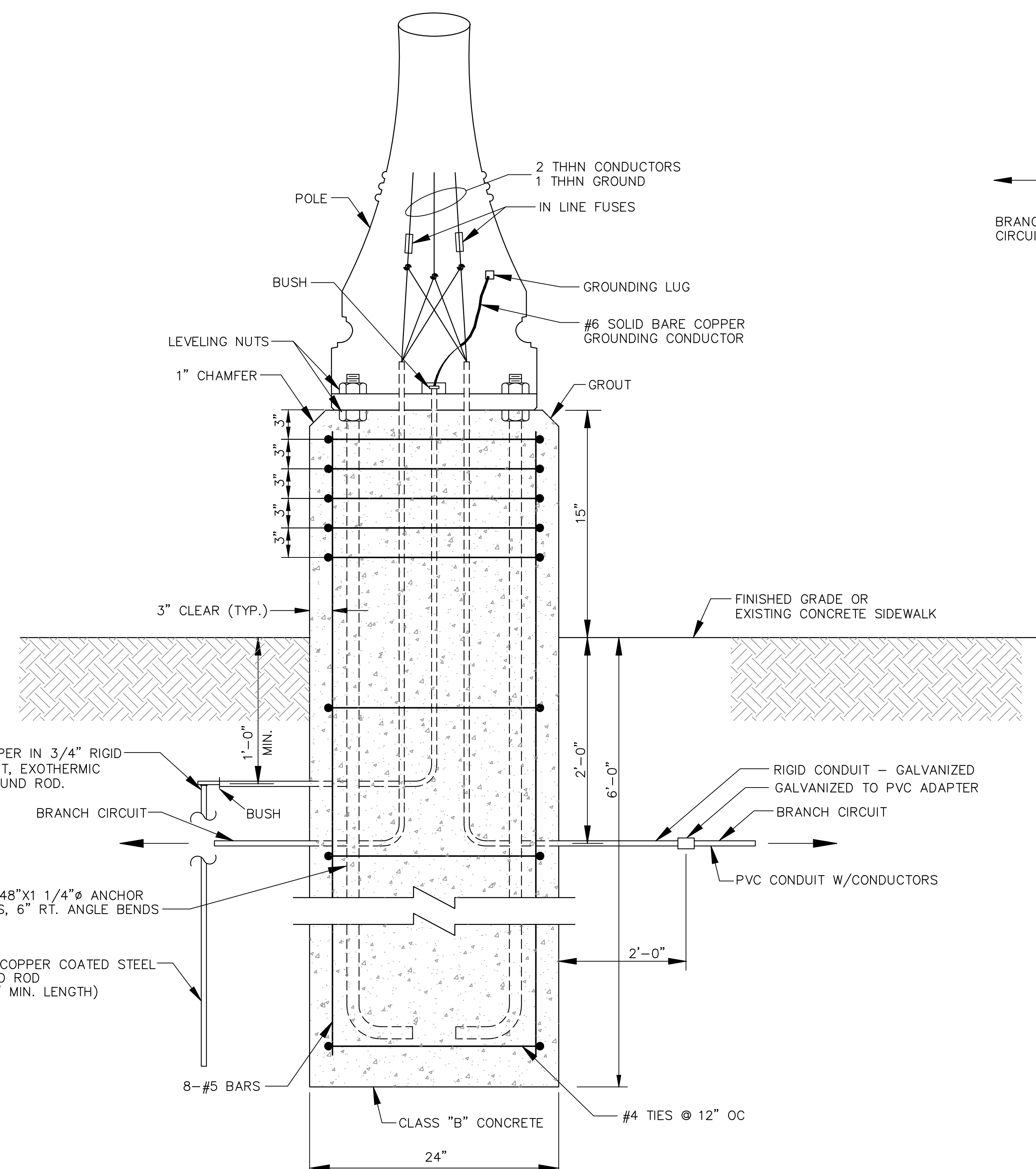
PLAN
N.T.S.



SECTION A-A
N.T.S.

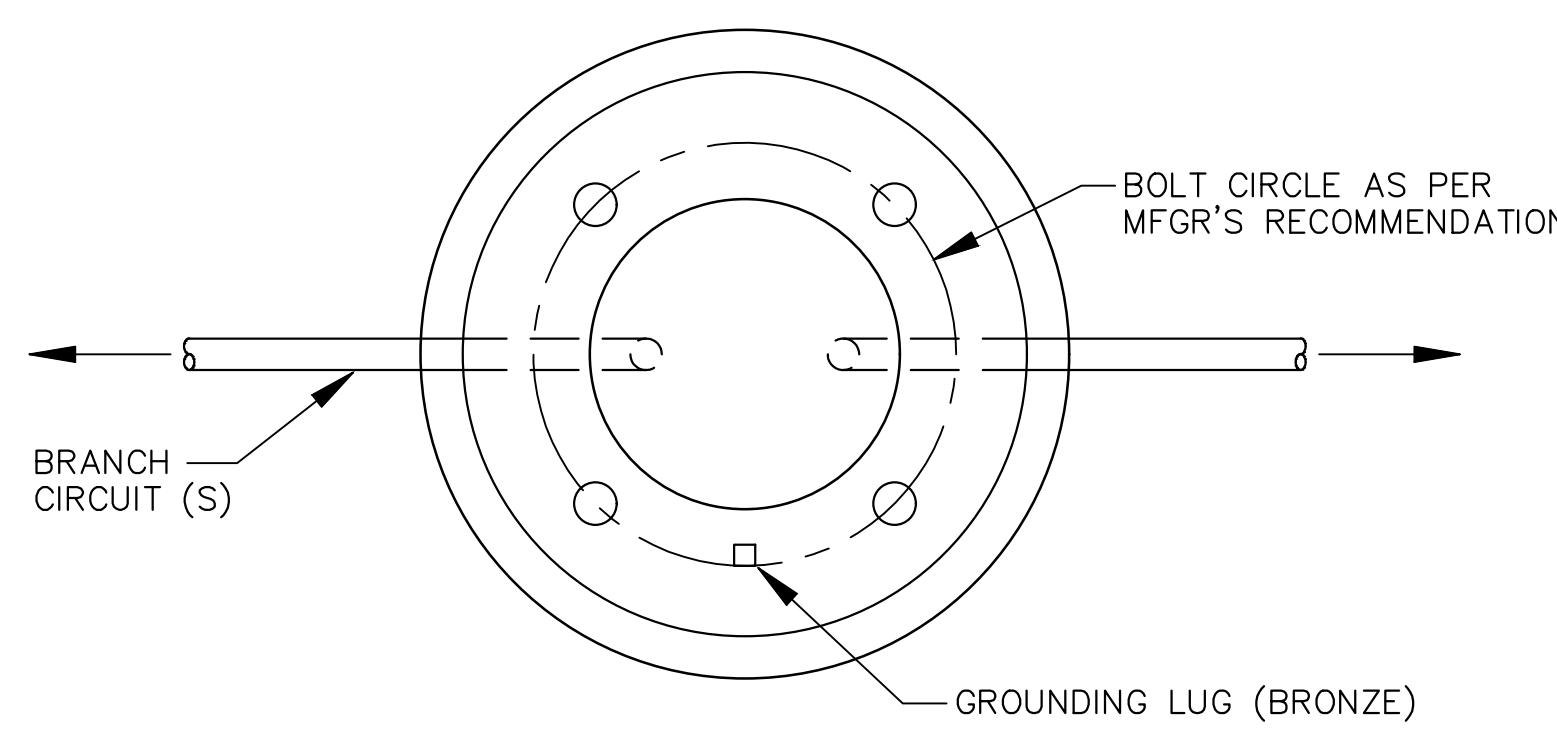
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17146.000	
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					SURVEYED BY: CLEARPOINT ENGINEERS	
					DSGN: KC/VR	DATE: 11/2022
					DRWN: JEM	DATE: 11/2022
					CHKD: GPC	DATE: 11/2022
				QA/QC:	DATE:	
FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY						
 NEEL-SCHAFFER <i>Solutions you can build upon</i>						
ADD OPTION #1 LIGHTING DETAILS II						
WORKING NUMBER: LD-2			DRAWING NUMBER: 4005			

5/15/2023 10:08 AM C:\Users\neel\OneDrive\Documents\17146 - 4th Street Improvements\17146 Elec Det-3.dwg

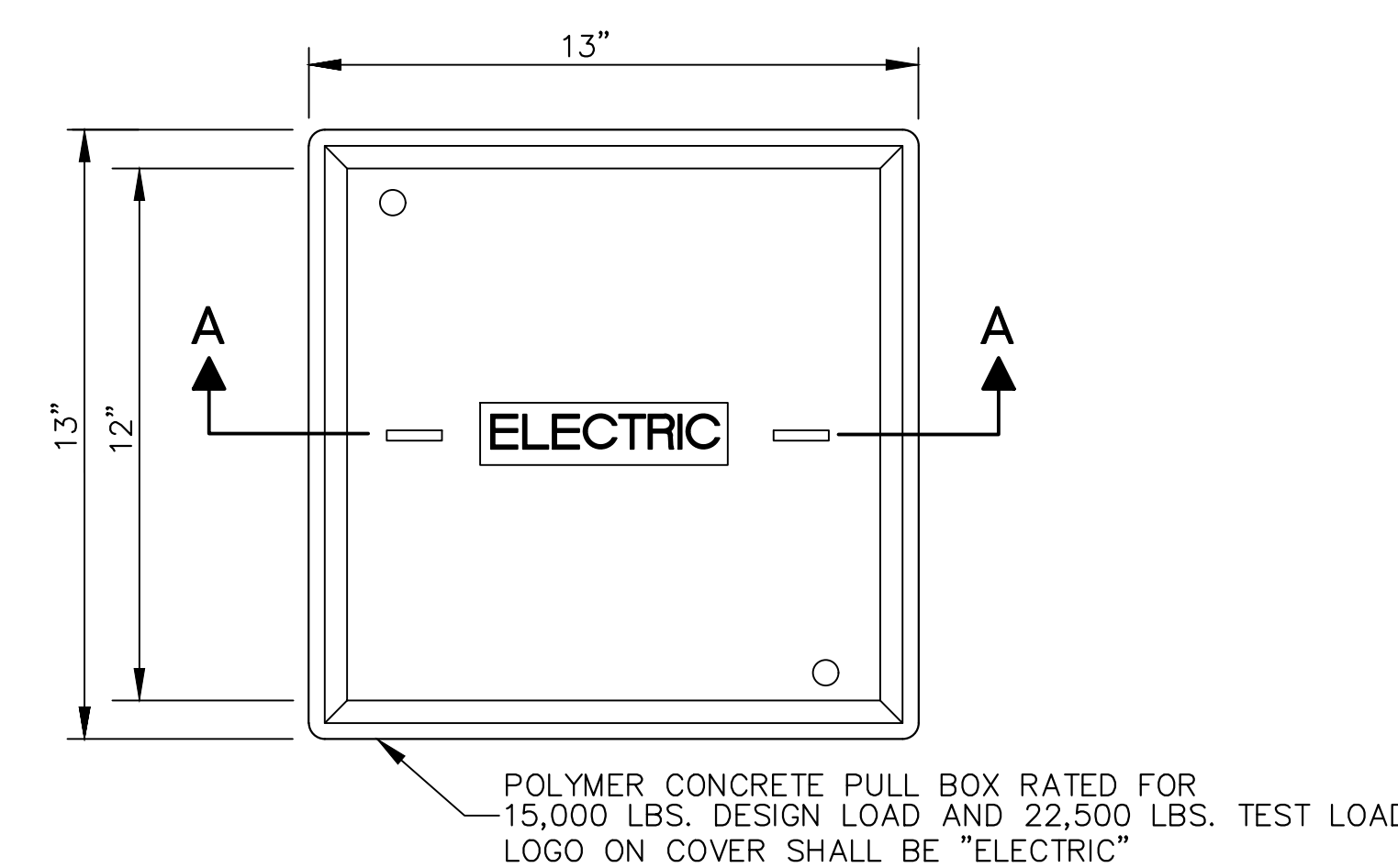


STANDARD LIGHTING ASSEMBLY FOUNDATION

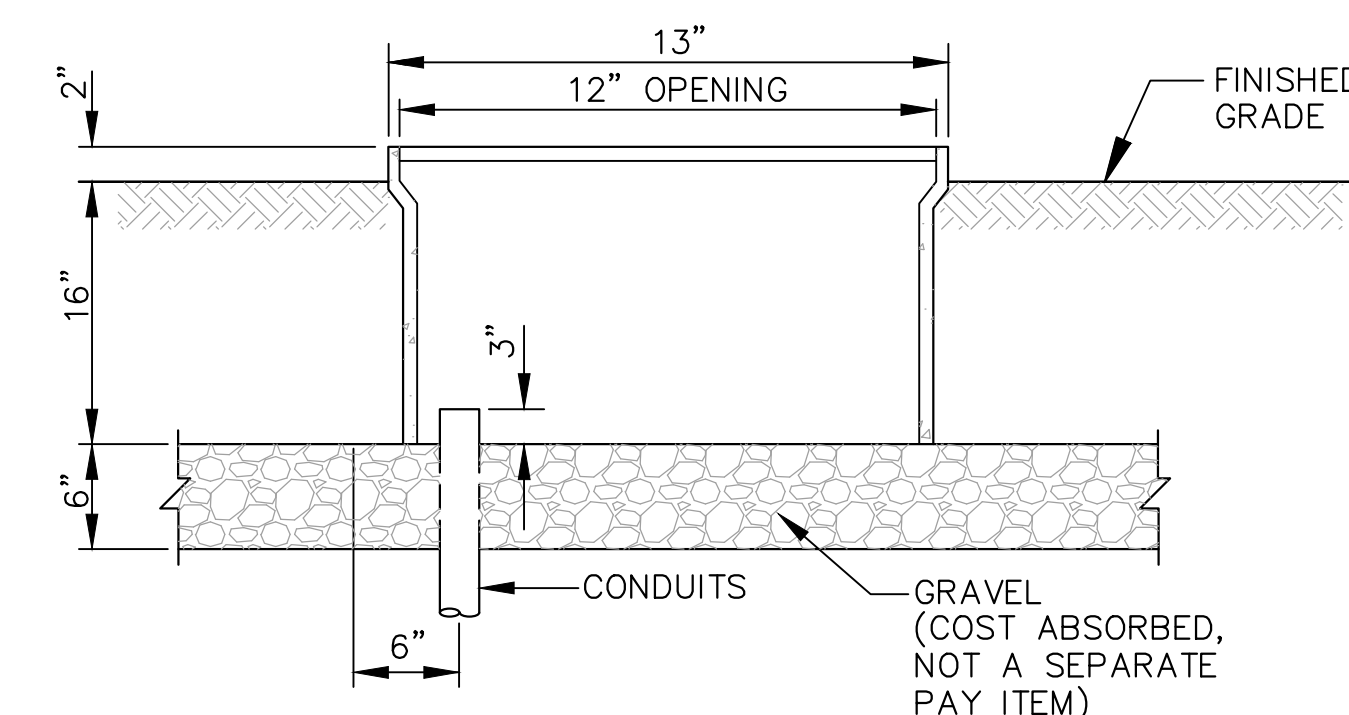
SECTION
N.T.S.



PLAN VIEW
N.T.S.

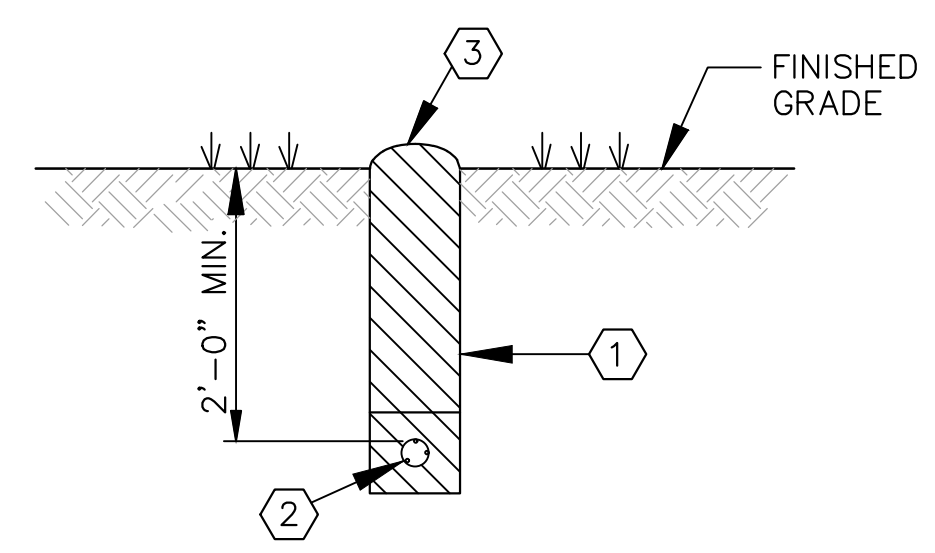


PLAN
N.T.S.



SECTION A-A
N.T.S.

UNDERGROUND PULLBOX
N.T.S.



CABLE TRENCHING DETAIL
N.T.S.

- ① FRIABLE MATERIAL AS APPROVED BY THE ENGINEER
COMPACTED 6" LIFTS.
- ② TYPE THWN CABLE IN PVC CONDUIT.
- ③ PILE EXCESS 3" ABOVE GRADE FOR SETTLING
OR AS DIRECTED BY ENGINEER.

NOTICE TO DRAWING HOLDER

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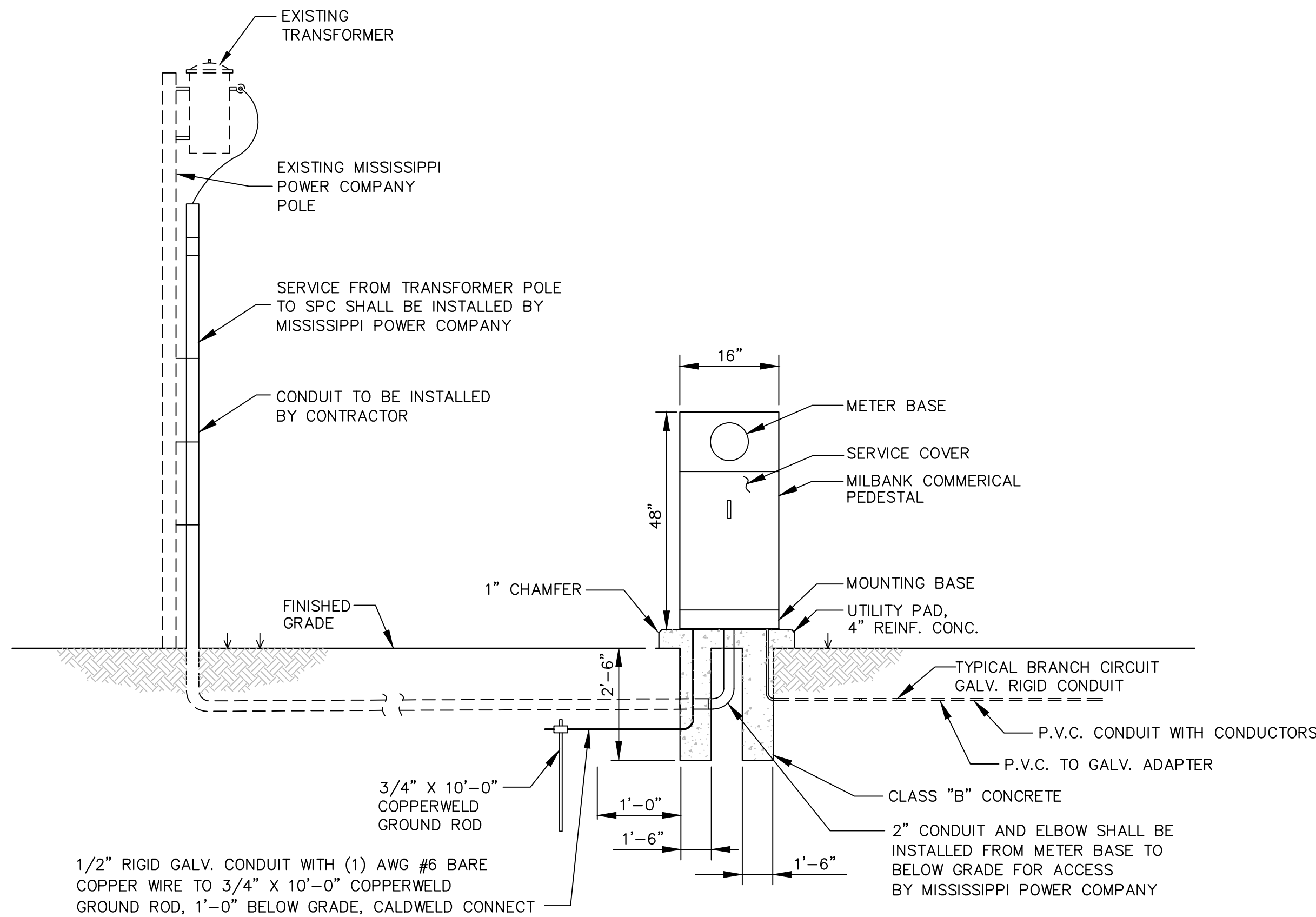
REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: 17146.000
				FILENAME: 17146 Elec Det-3.dwg
				SCALE: N.T.S.
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: KC/VR DATE: 11/2022
				DRWN: JEM DATE: 11/2022
				CHKD: GPC DATE: 11/2022
				QA/QC: DATE:

FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



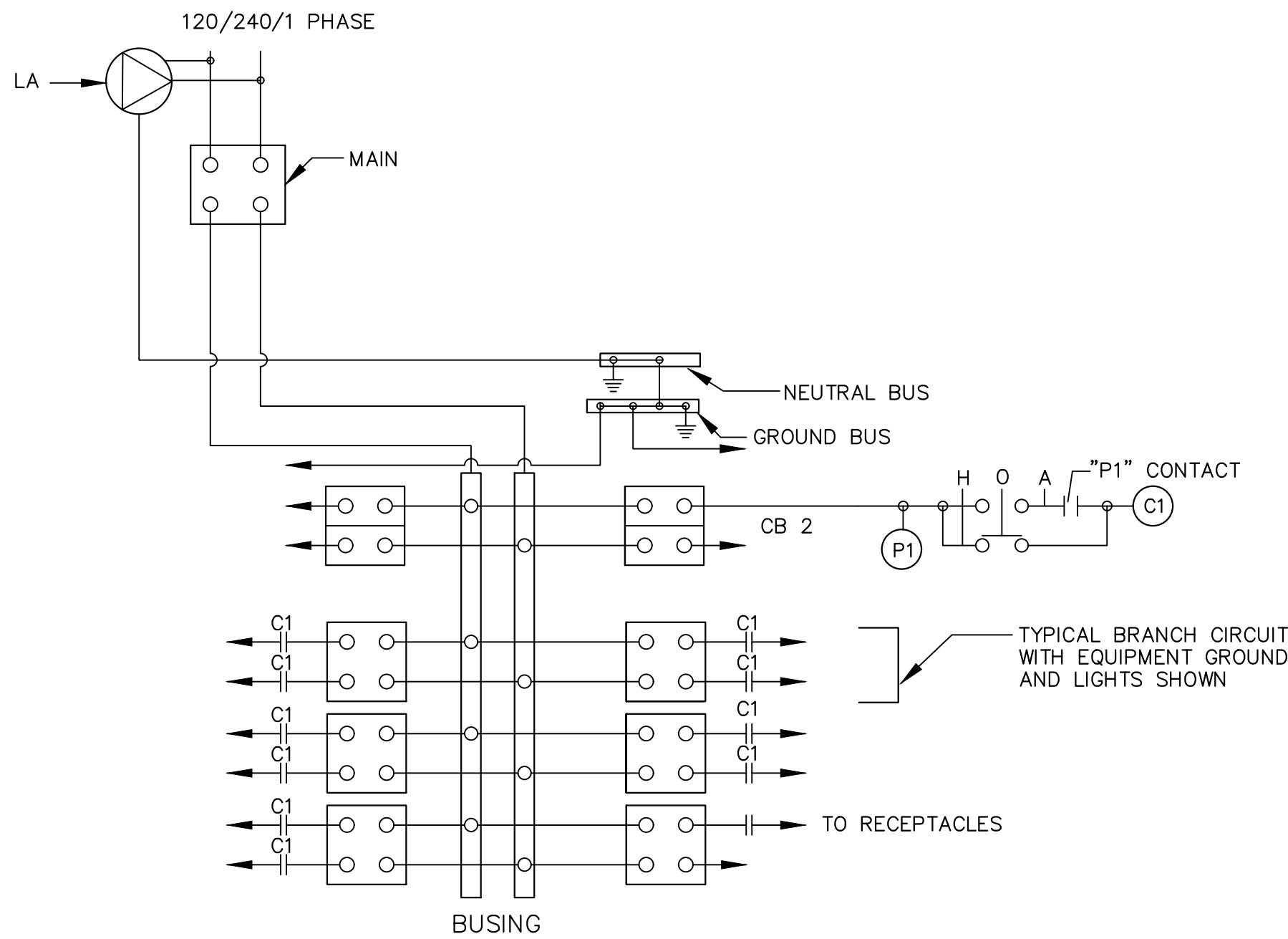
ADD OPTION #1 LIGHTING DETAILS III	
WORKING NUMBER: LD-3	DRAWING NUMBER: 4006



SECONDARY POWER CONTROLLER DETAIL

N.T.S.

PANEL SPC SCHEDULE												
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD KVA	KVA PER PHASE			LOAD KVA	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B	C					
1	#10	20A/2P	LIGHTING LA-1 THRU LA-9	0.39	0.87			0.48	LIGHTING LA-10 THRU LA-18	20A/2P	#10	2
3	#10	—	—	0.39		0.87		0.48	—	—	#10	4
5	#10	20A/1P	LIGHTING CONTROLS	0.50	0.50							6
7												8
9												10
11												12
13												14
15												16
17												18
19												20
21												22
23												24
25												26
27												28
29												30
POWER PANEL SPC LOCATED ON STRUCTURE			TOTAL KVA	1.37	0.87		SERVICE CHARACTERISTICS: 120/240V — 1 PHASE — 3 WIRE — 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET					
			GRAND CONNECTED TOTAL KVA	2.24								



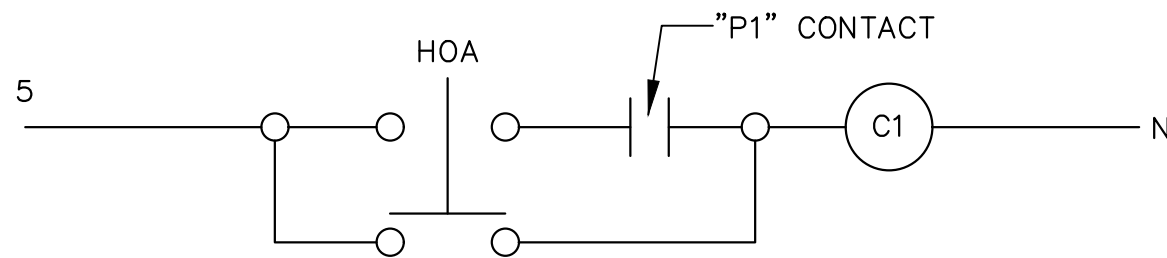
SCHEMATIC OF LIGHTING CONTROLLER DETAIL

N.T.S.

MAIN CIRCUIT BREAKER, REFER TO SECONDARY POWER CONTROLLER SCHEDULE FOR AMPERE RATING, 600V, 2 POLE
H.O.A. - HAND-OFF-AUTO. SELECTOR SWITCH
C1 - CONTACTOR
CB - BRANCH CIRCUIT BREAKER (NO. AS REQ'D ON SCHEDULE)
* LA - LIGHTNING ARRESTER
DR - DUPLEX RECEPTACLE
* P1 - PHOTOELECTRIC CONTROL

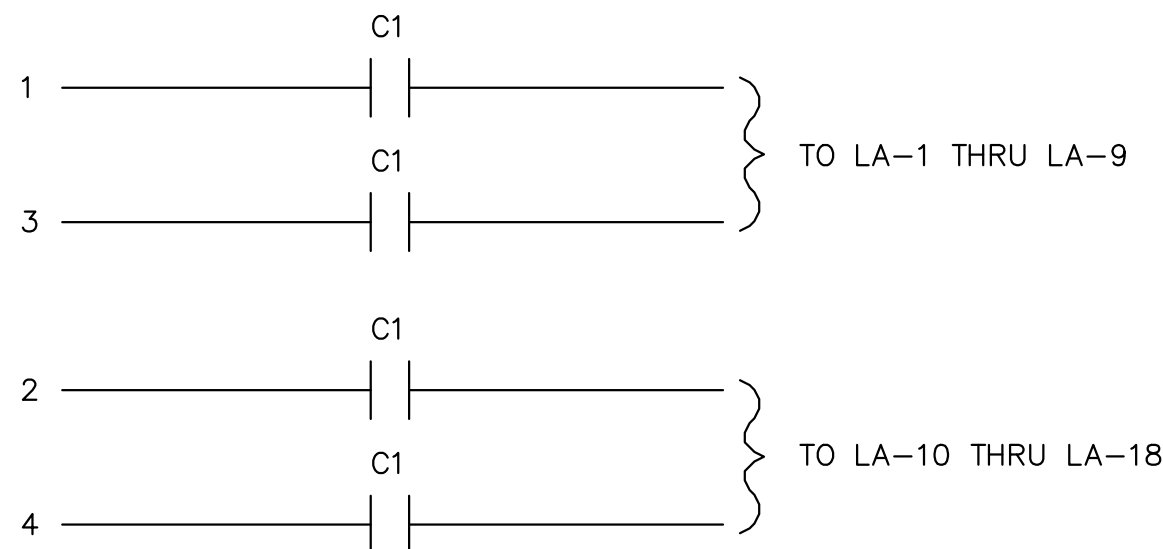
NOTES:

- ALL COMPONENTS LOCATED INSIDE NEMA 3R EXCEPT THOSE NOTED WITH (*)
- LABEL BREAKERS AS TO CIRCUIT NUMBER USE PHENOLIC ENGRAVED LABELS



LIGHTING CONTROL CIRCUIT

N.T.S.



FOURTH STREET IMPROVEMENTS - PHASE III
PROJECT NO. HPP-8750-00(004)LPA / 105845-802000

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

ADD OPTION #1
ELECTRICAL DETAILS

WORKING NUMBER:
ED-1

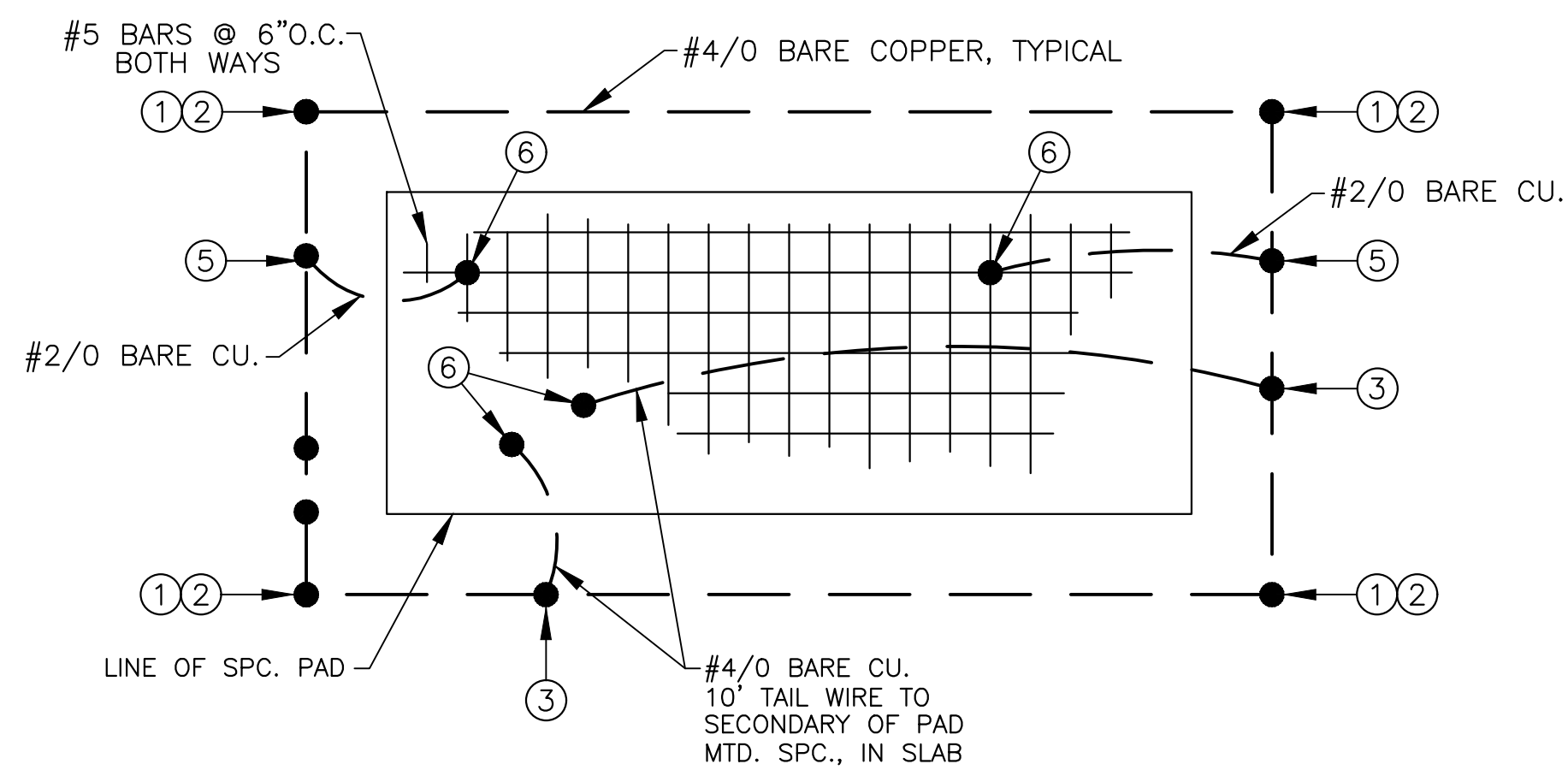
DRAWING NUMBER:
4007

NOTICE TO DRAWING HOLDER

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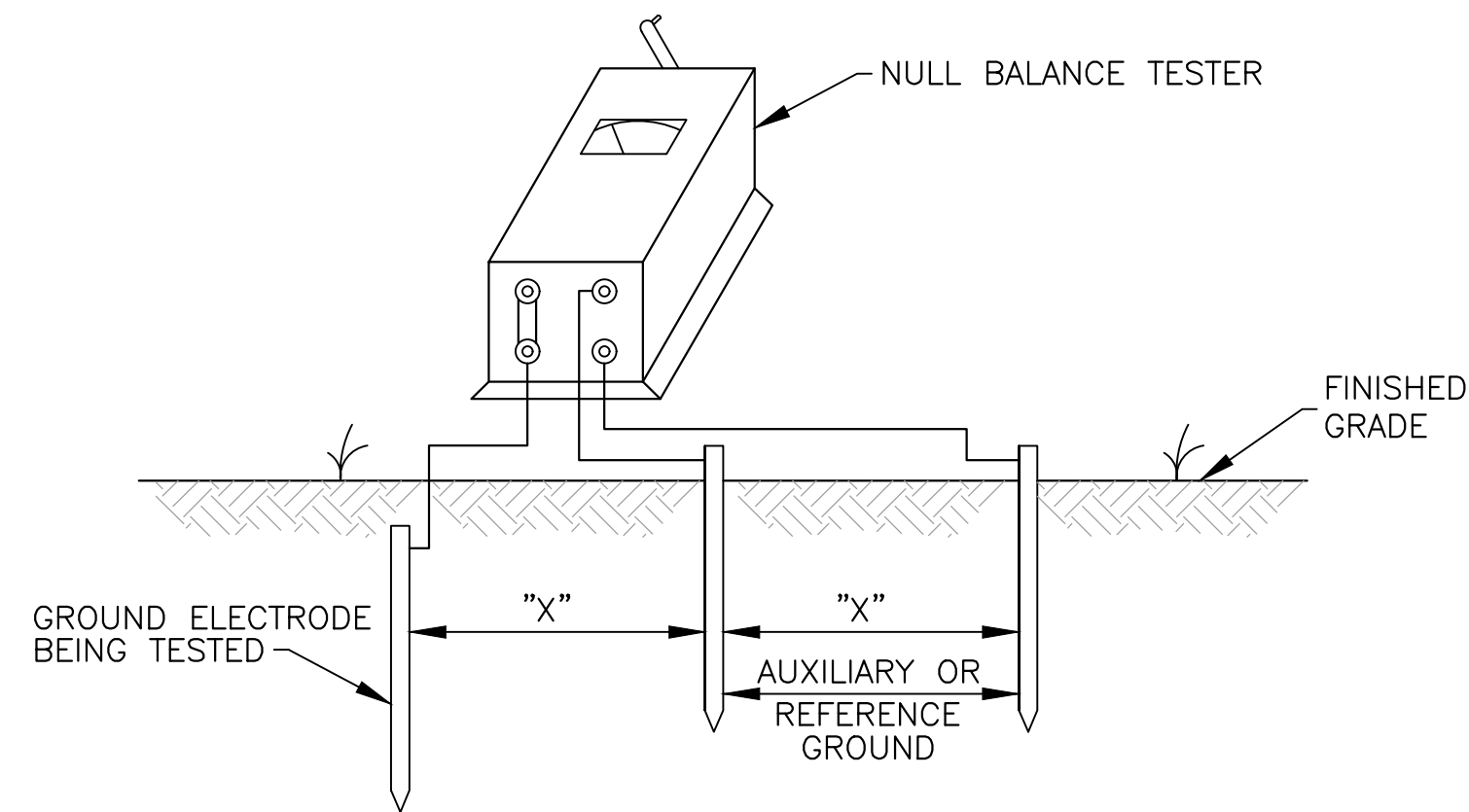
REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION		
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				FILENAME: 17146 Elec Det-4.dwg	
				SCALE: N.T.S.	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: KC/VR DATE: 11/2022	
				DRWN: JEM DATE: 11/2022	
				CHKD: GPC DATE: 11/2022	
				QA/QC: DATE:	

SCHEDULE GROUND GRID SYSTEM				
ITEM	DESCRIPTION	MANUFACTURER	CAT. NO.	REMARKS
①	3/4" x 10' COPPERCLAD GND. ROD	-----	-----	20' O.C. W/ TOP 1'-6" BELOW GRADE
②	CABLE TO GROUND ROD	ERICO "CADWELD"	GTC-162Q	W/ #115 WELD METAL
③	#4/0 CABLE #4/0 CABLE	ERICO "CADWELD"	TAC-2Q2Q	W/ #150 WELD METAL
④	#4/0 CABLE TO STEEL COLUMN	ERICO "CADWELD"	VBC-2Q	W/ #150 WELD METAL
⑤	#4/0 CABLE TO 2/0 CABLE	ERICO "CADWELD"	TAC-2Q2G	W/ #90 WELD METAL
⑥	#2/0 CABLE TO #5Ø REIN. BAR	ERICO "CADWELD"	RDM-5329	W/ #115 WELD METAL



DISTRIBUTION SYSTEM
GROUND GRID DETAIL

N.T.S.
(TYPICAL FOR SECONDARY POWER CONTROLLER PAD)



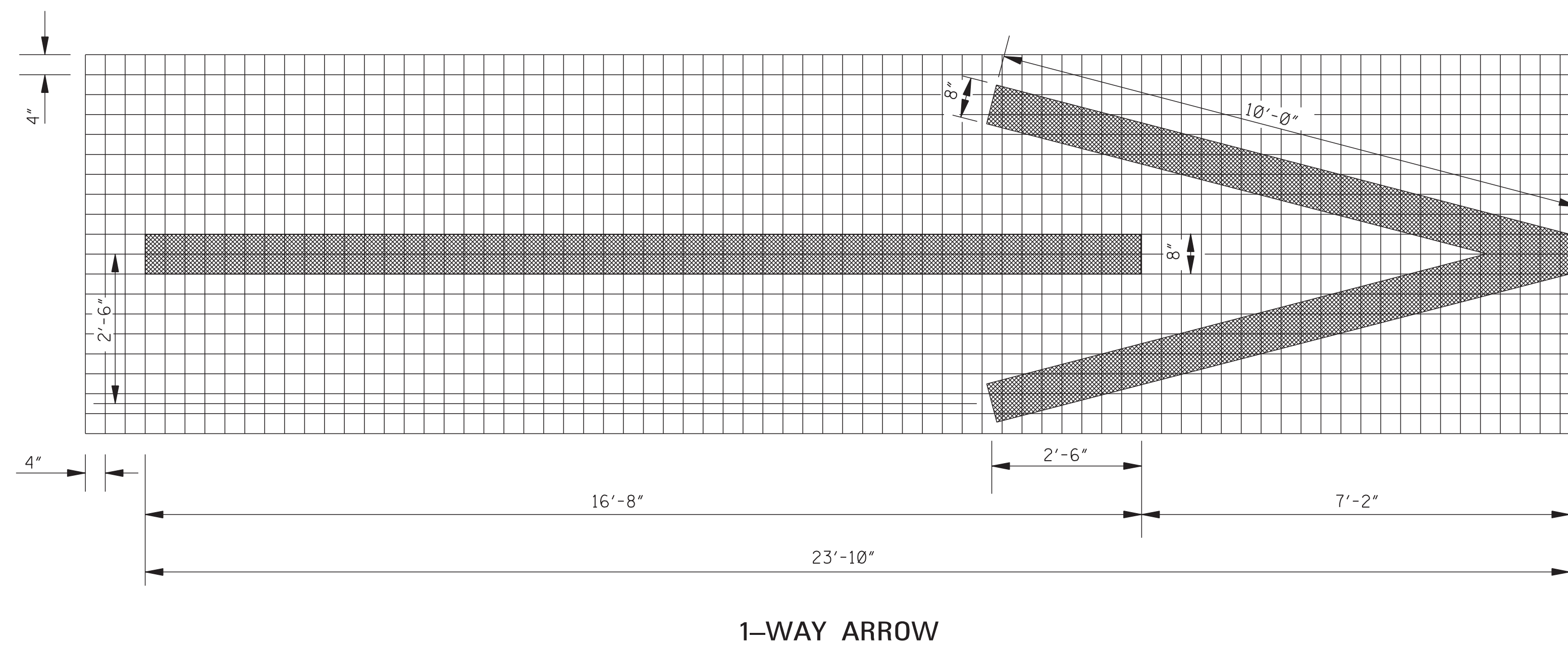
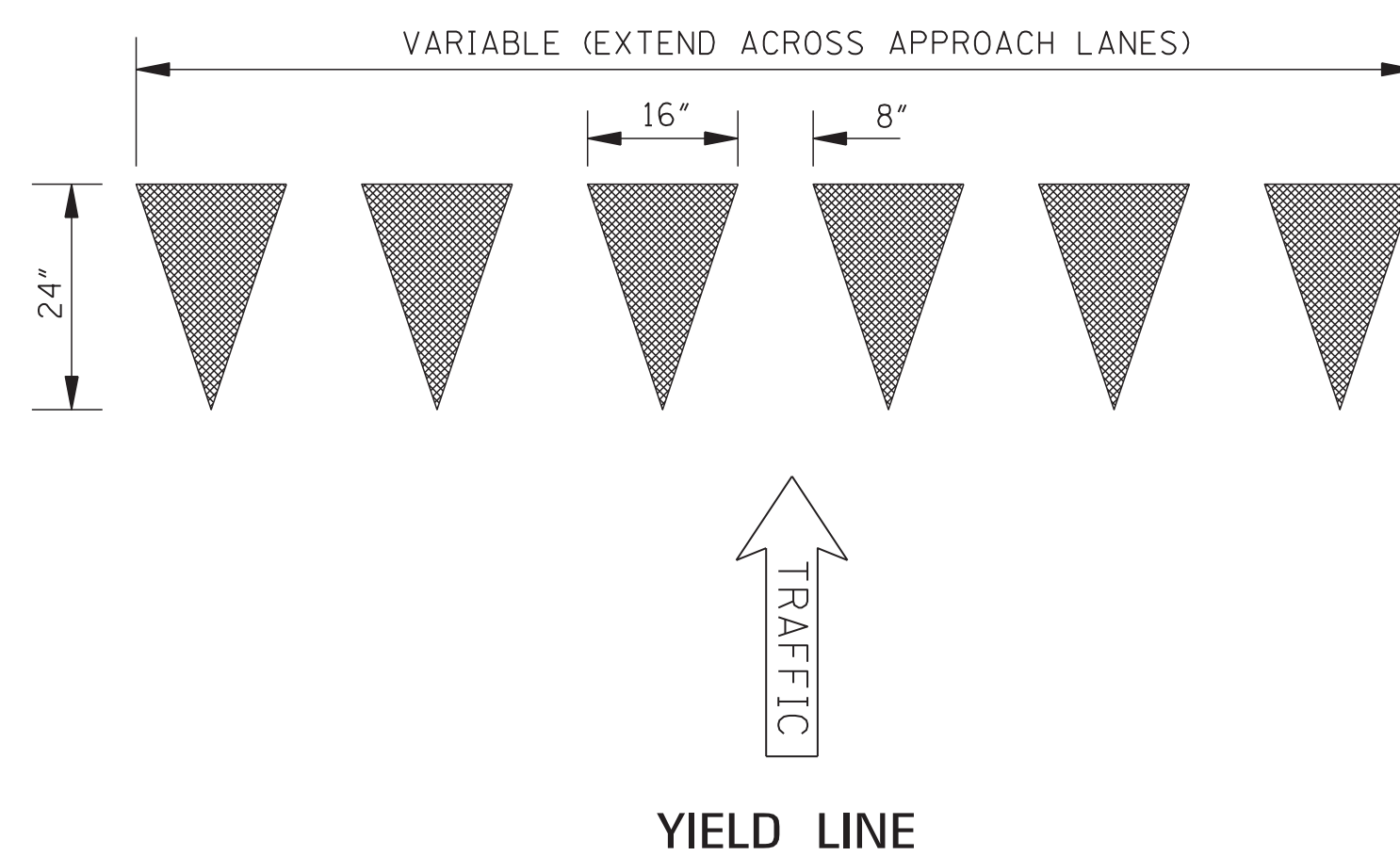
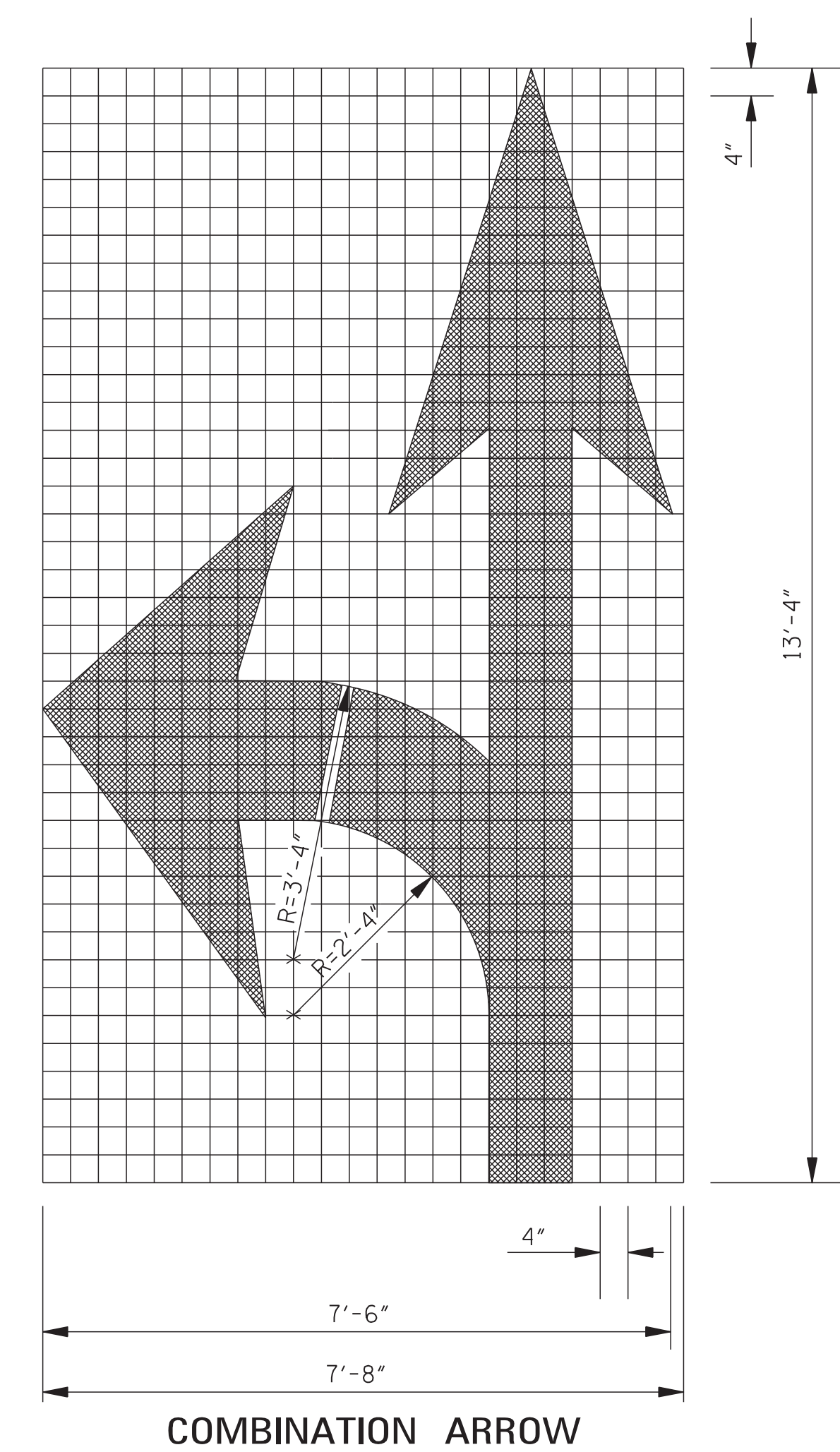
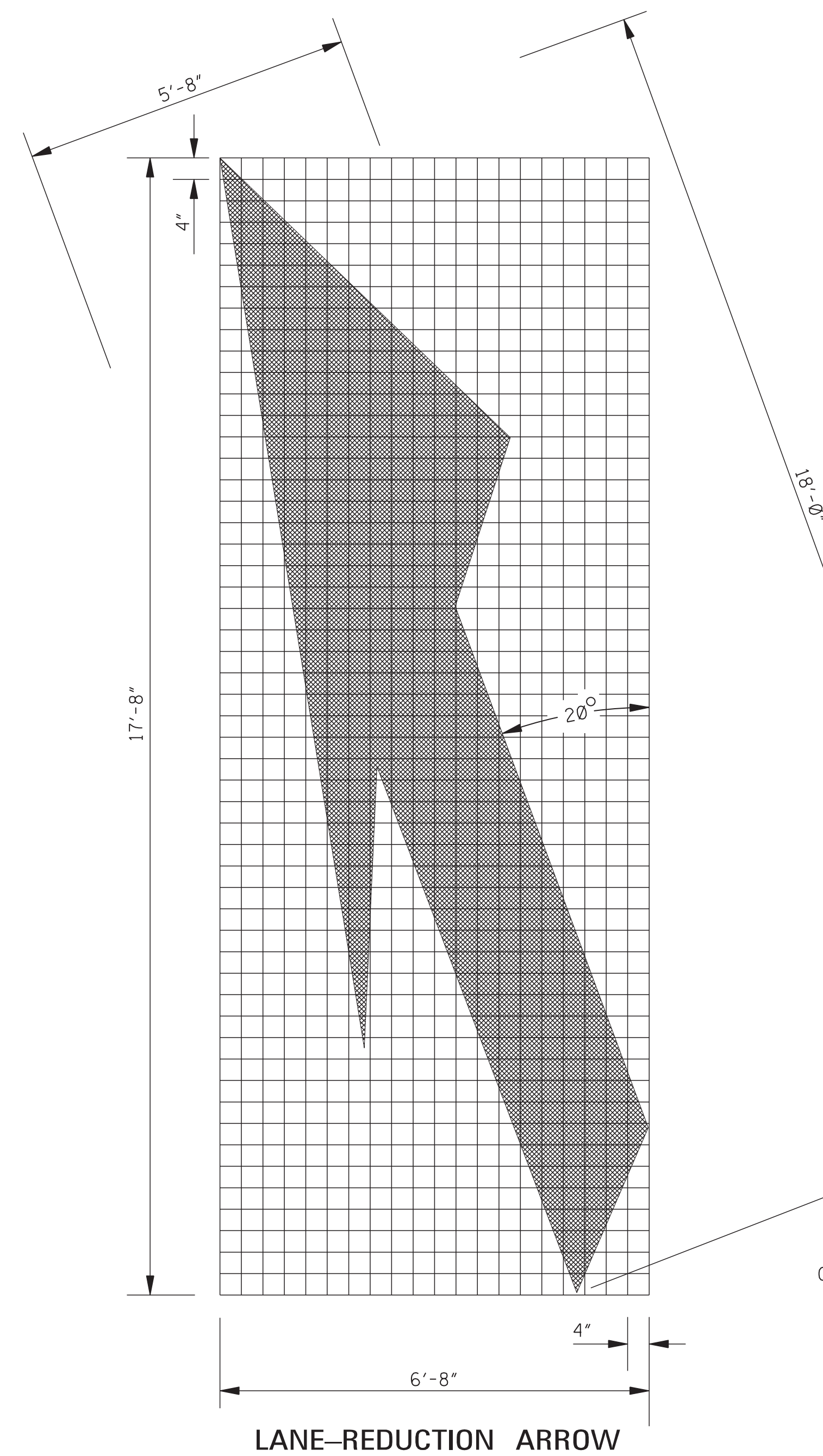
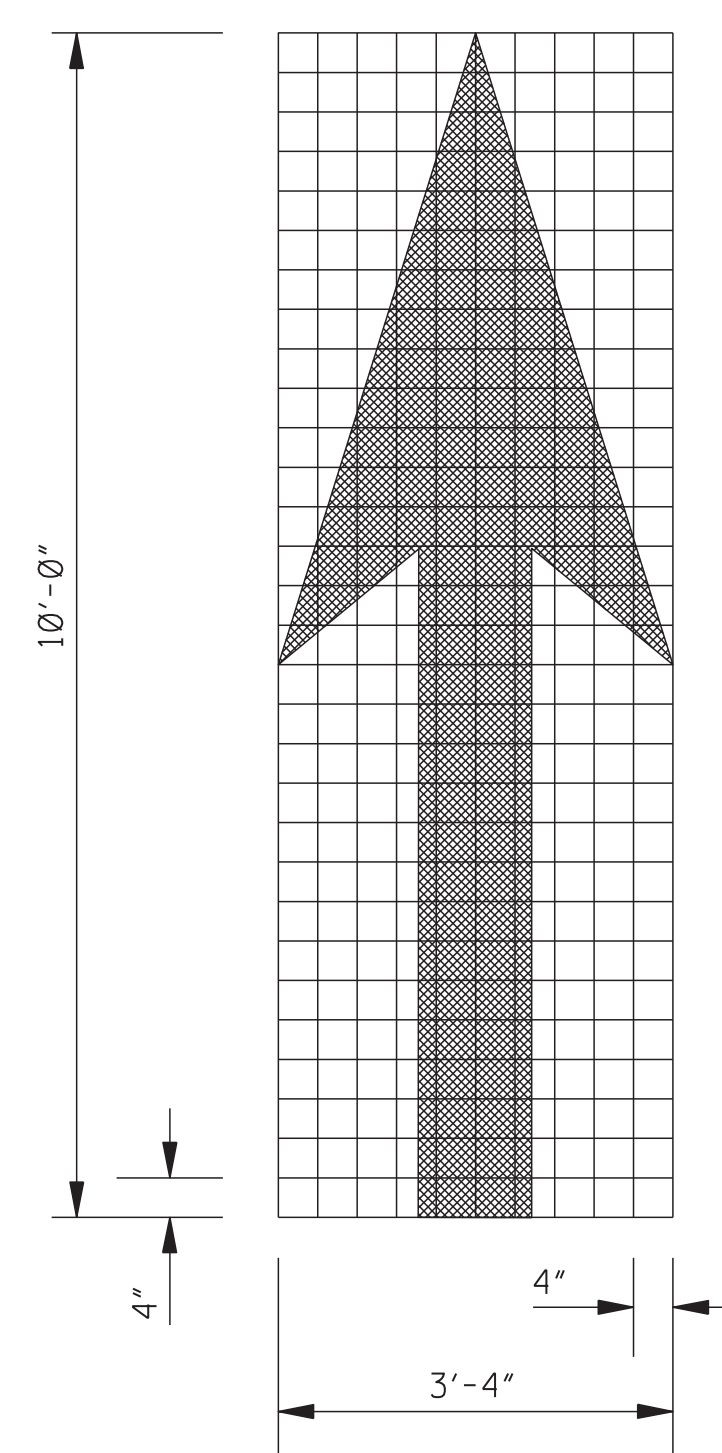
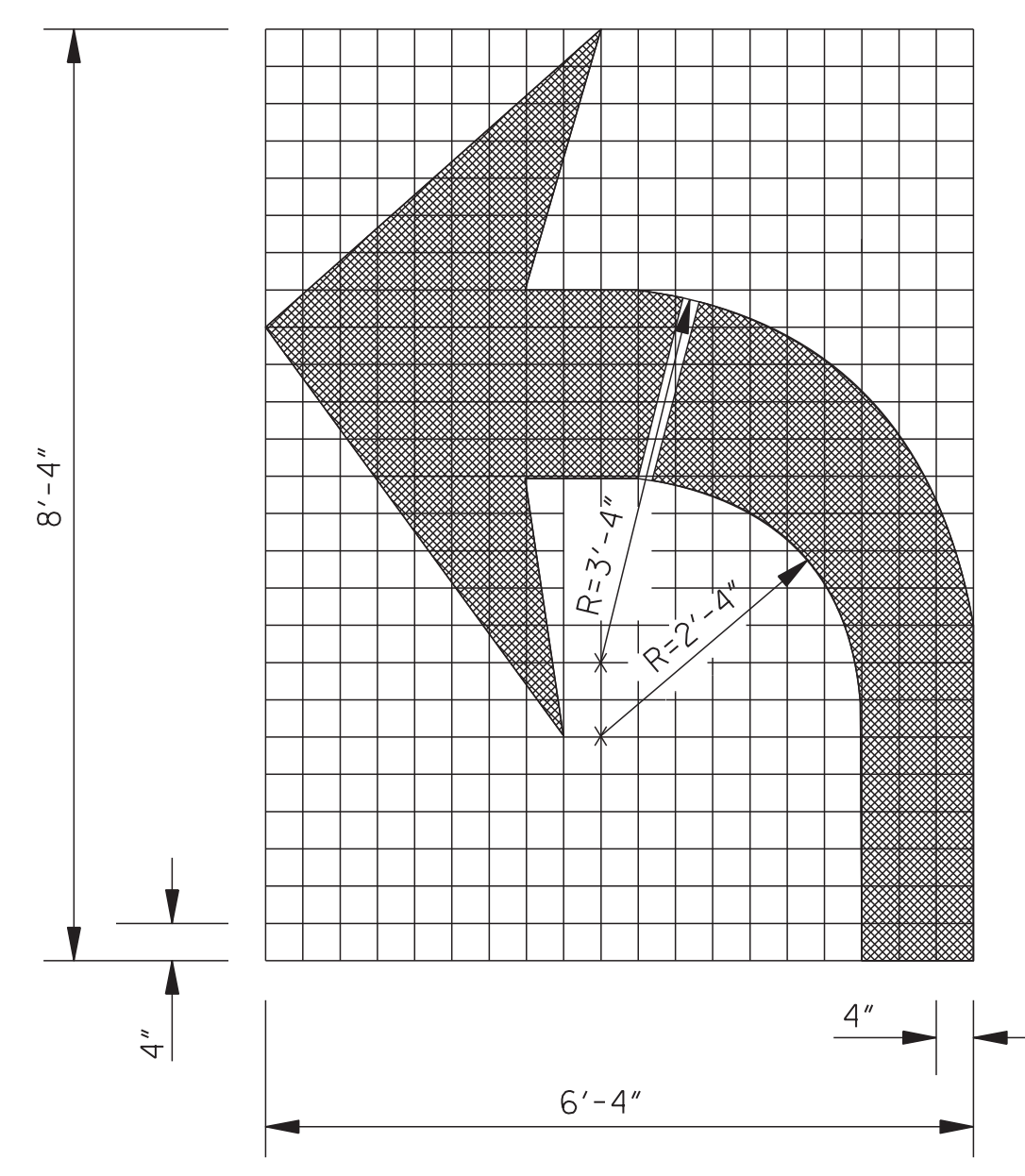
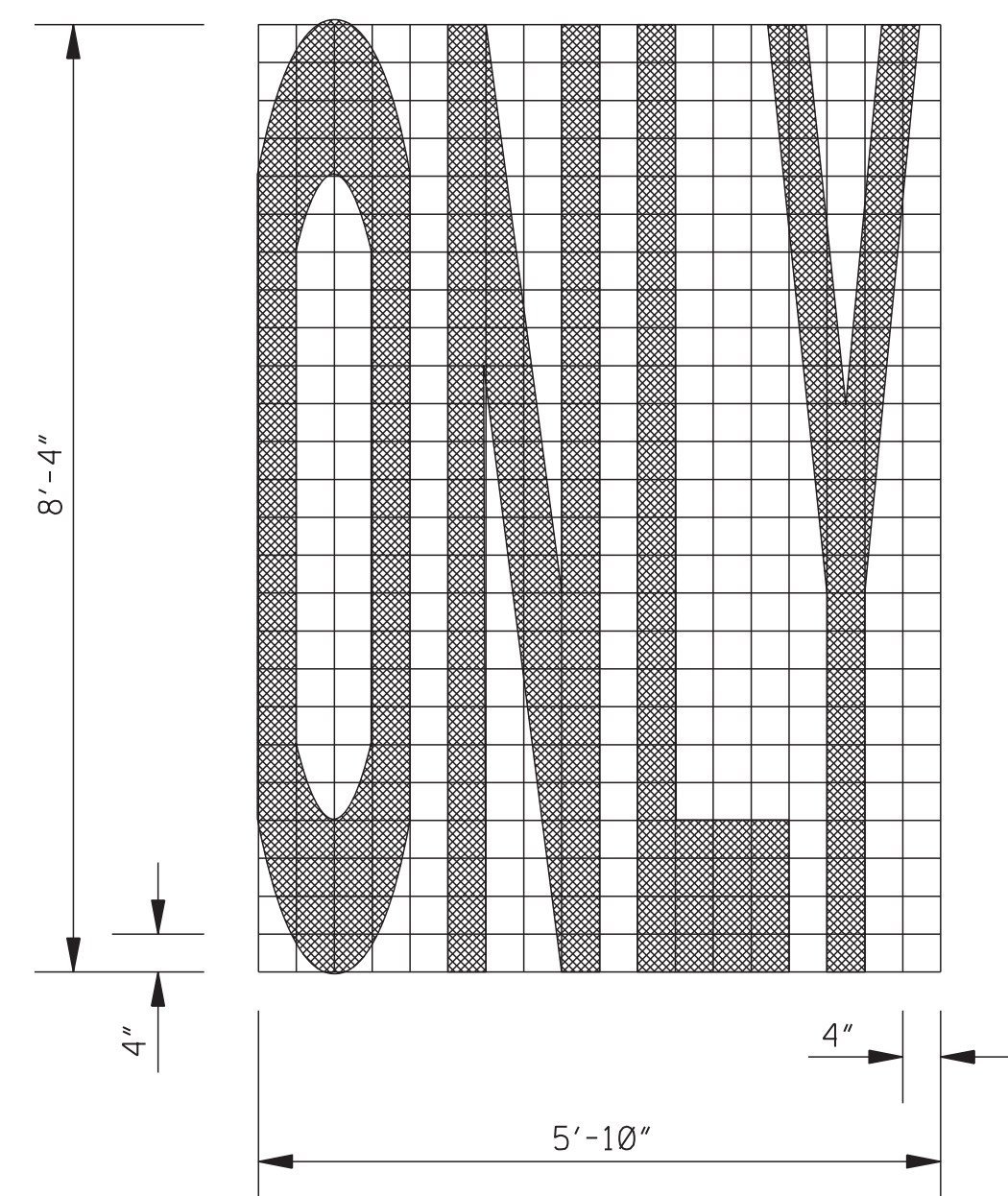
NOTES:

- DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
- ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
- THIS TEST IS TO BE PERFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

GROUND TEST DETAIL
N.T.S.

5/15/2023 10:09 AM C:\Users\neel\OneDrive\Documents\17146 - 4th Street Improvements\17146.dwg

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		FOURTH STREET IMPROVEMENTS - PHASE III PROJECT NO. HPP-8750-00(004)LPA / 105845-802000 CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			ADD OPTION #1 GROUND GRID AND DETAILS	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 17146.000				WORKING NUMBER: GGD-1	DRAWING NUMBER: 4008
					FILENAME: 17146 Elec Det-5.dwg					
					SCALE: N.T.S.					
					SURVEYED BY: CLEARPOINT ENGINEERS					
					DSGN: KC/VR	DATE: 11/2022				
					DRWN: JEM	DATE: 11/2022				
					CHKD: GPC	DATE: 11/2022				
					QA/QC:	DATE:				



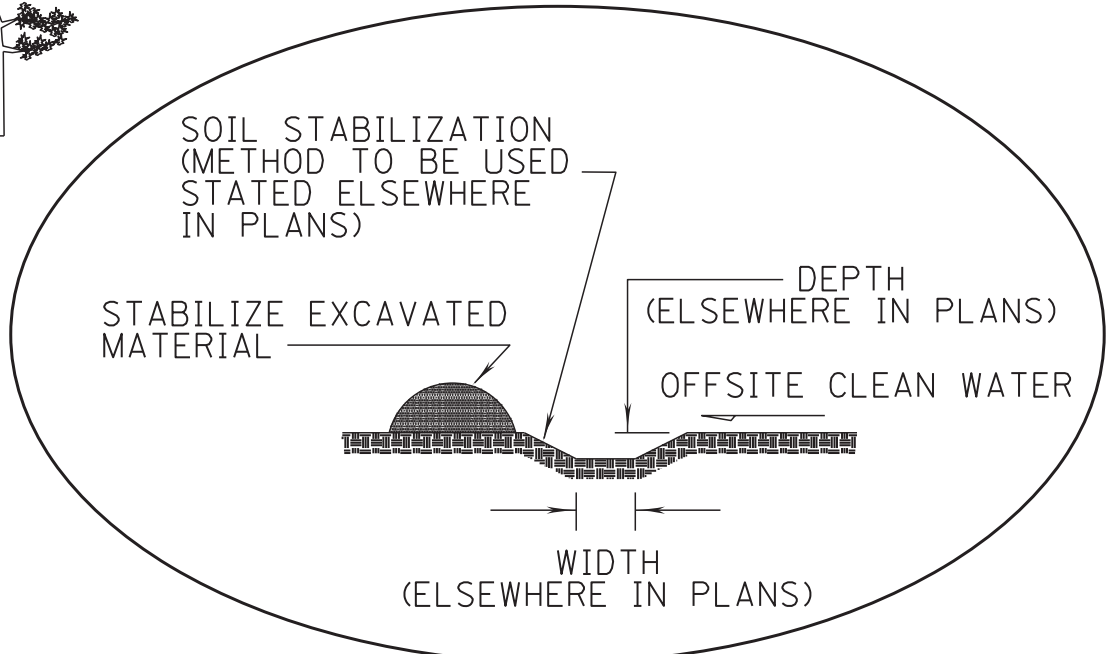
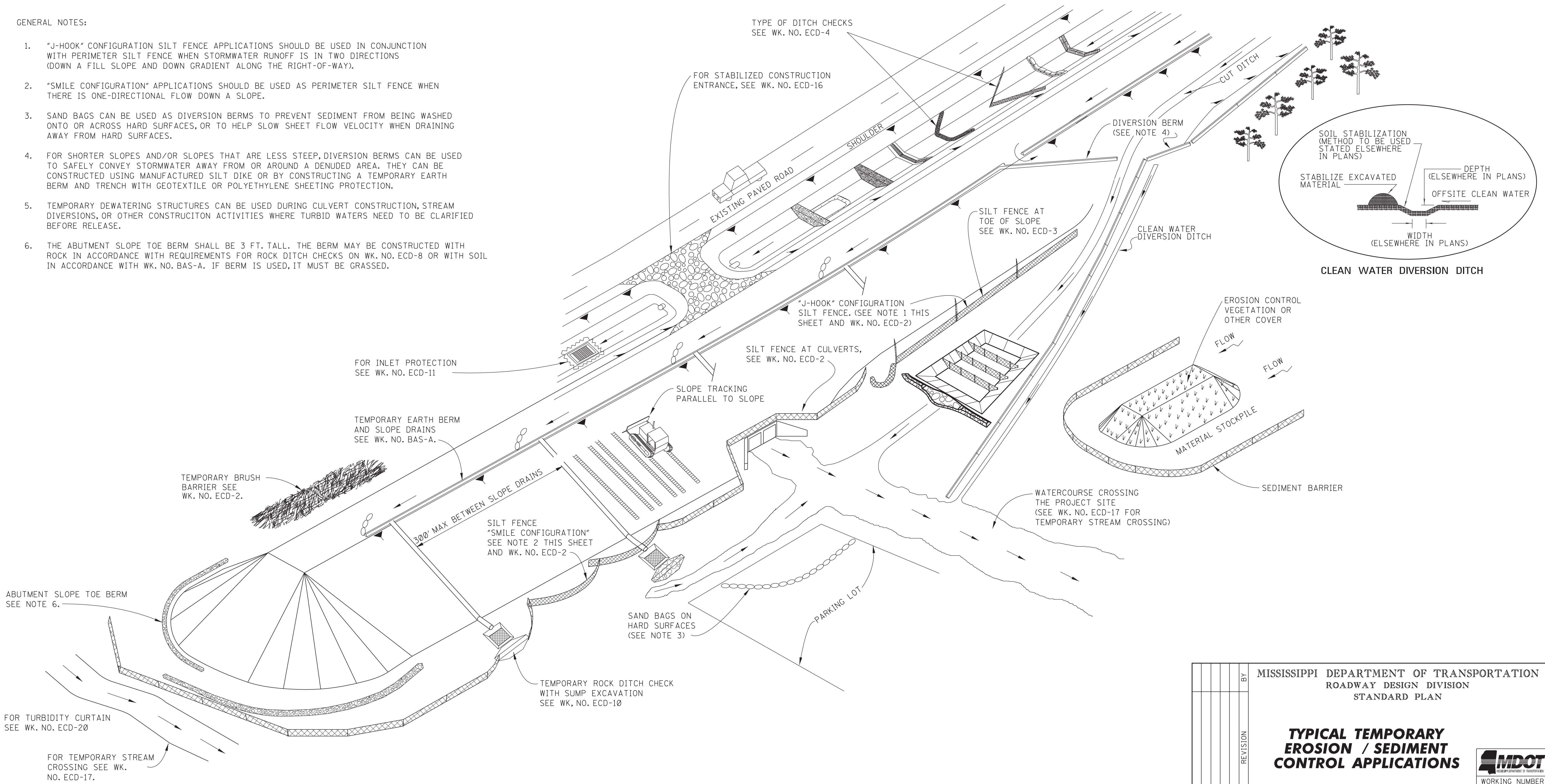
- GENERAL NOTES:
1. TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1½" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
 2. FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 3. DIMENSIONS OF THE YIELD LINE MAY VARY WITH APPROVAL OF THE ENGINEER. SEE MUTCD, LATEST EDITION, FOR ALLOWABLE DIMENSIONS.
 4. PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

PAY QUANTITIES	
LEGEND/SYMBOL	AREA (ft ²)
ONLY	22.0
TURN ARROW	16.4
THRU ARROW	12.3
COMB. ARROW	27.5
1-WAY ARROW	24.3
LANE REDUCTION ARROW	40.0

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
					PAVEMENT MARKING LEGEND DETAILS
				DATE	 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER PM-6 ISSUE DATE: <u>AUGUST 01, 2017</u> SHEET NUMBER 6056

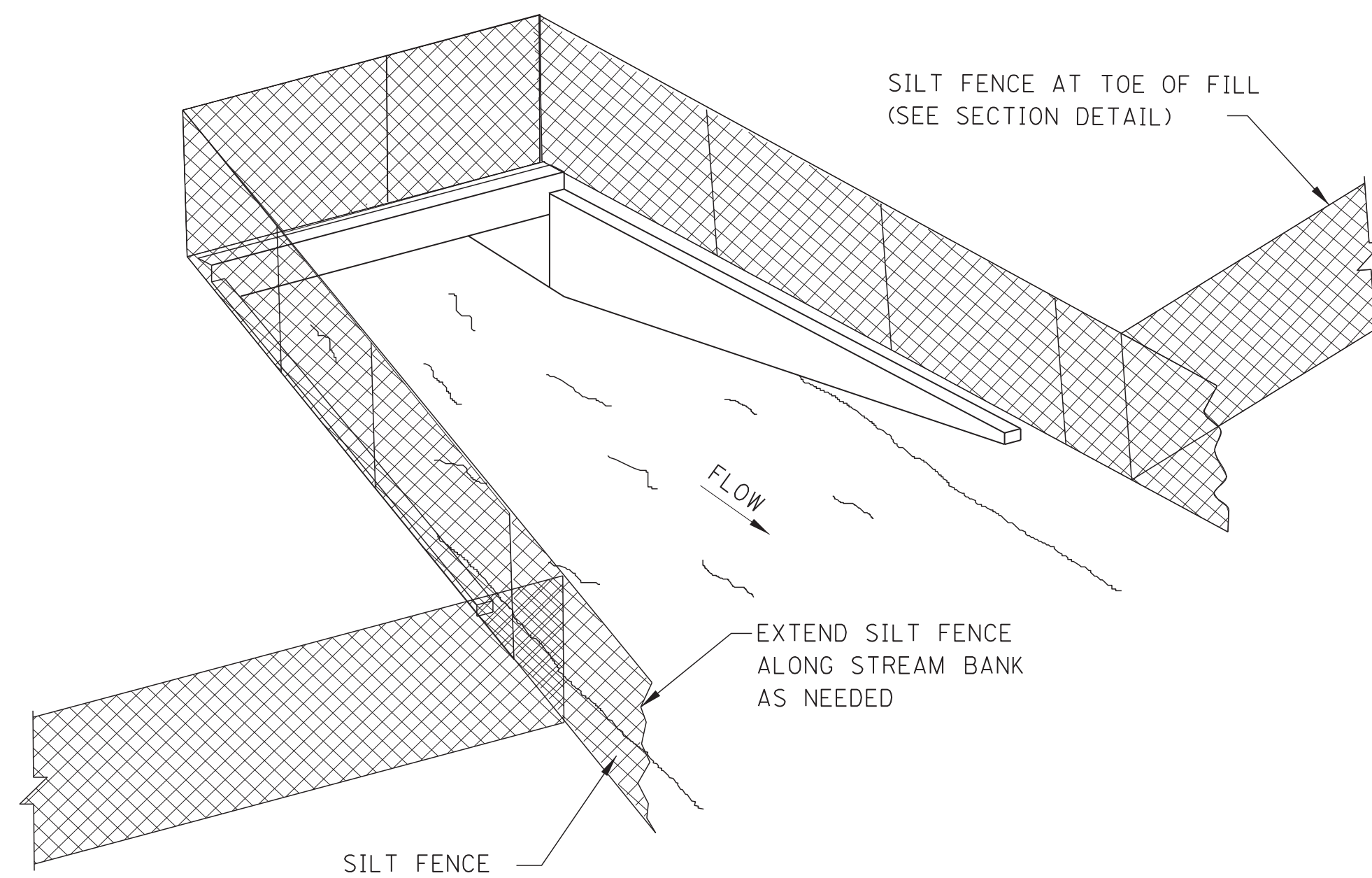
GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.

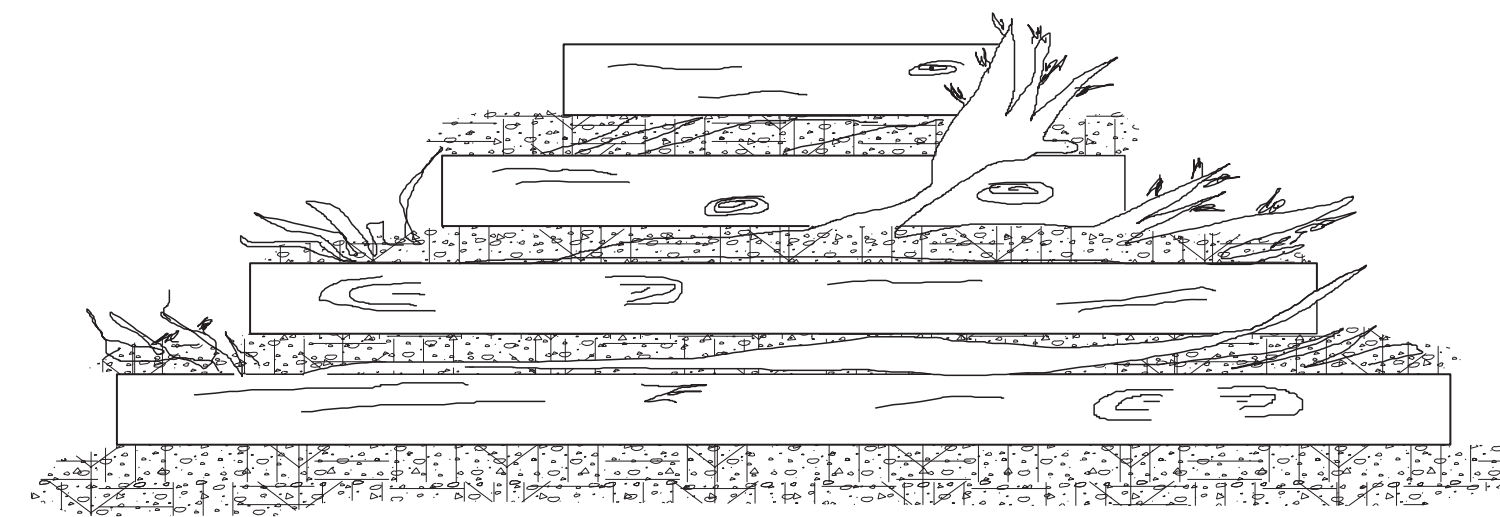


CLEAN WATER DIVERSION DITCH

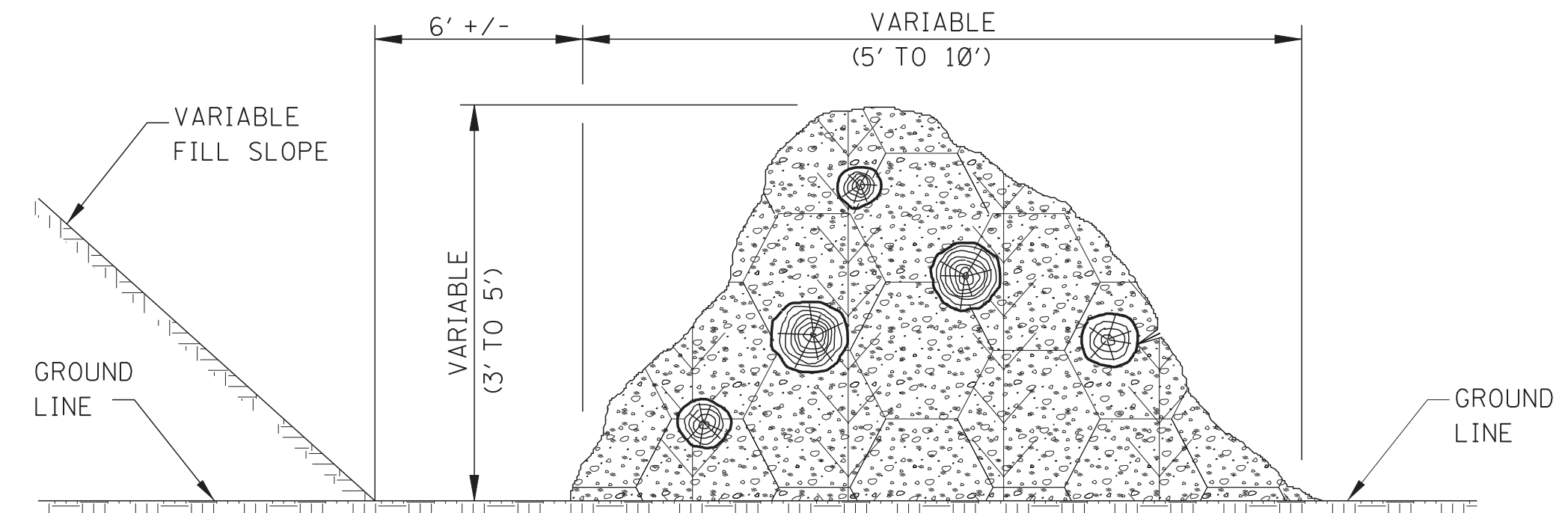
				MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN			
				TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS			
				WORKING NUMBER ECD-1			
				SHEET NUMBER 6101			
				ISSUE DATE: AUGUST 01, 2017			



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



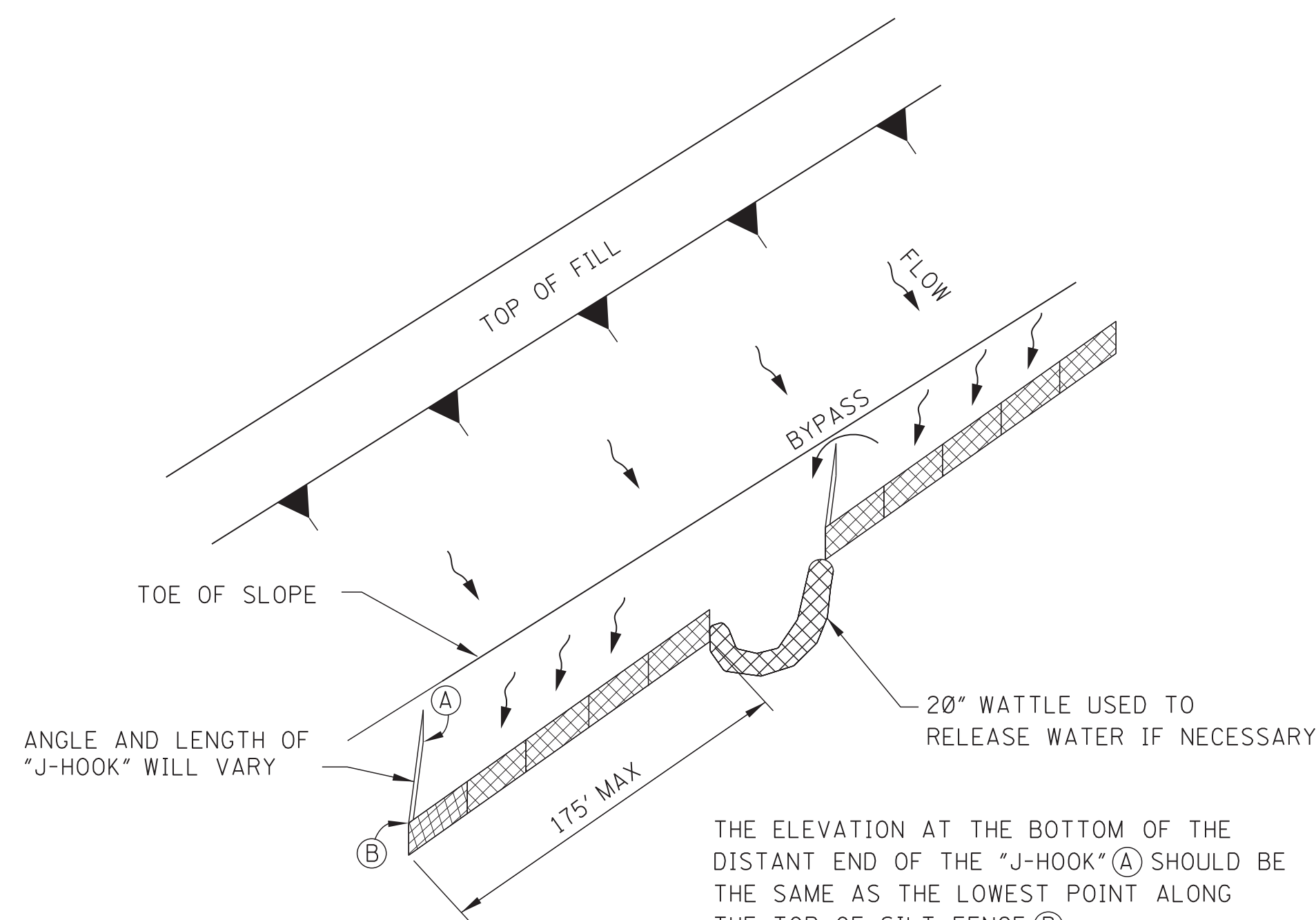
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

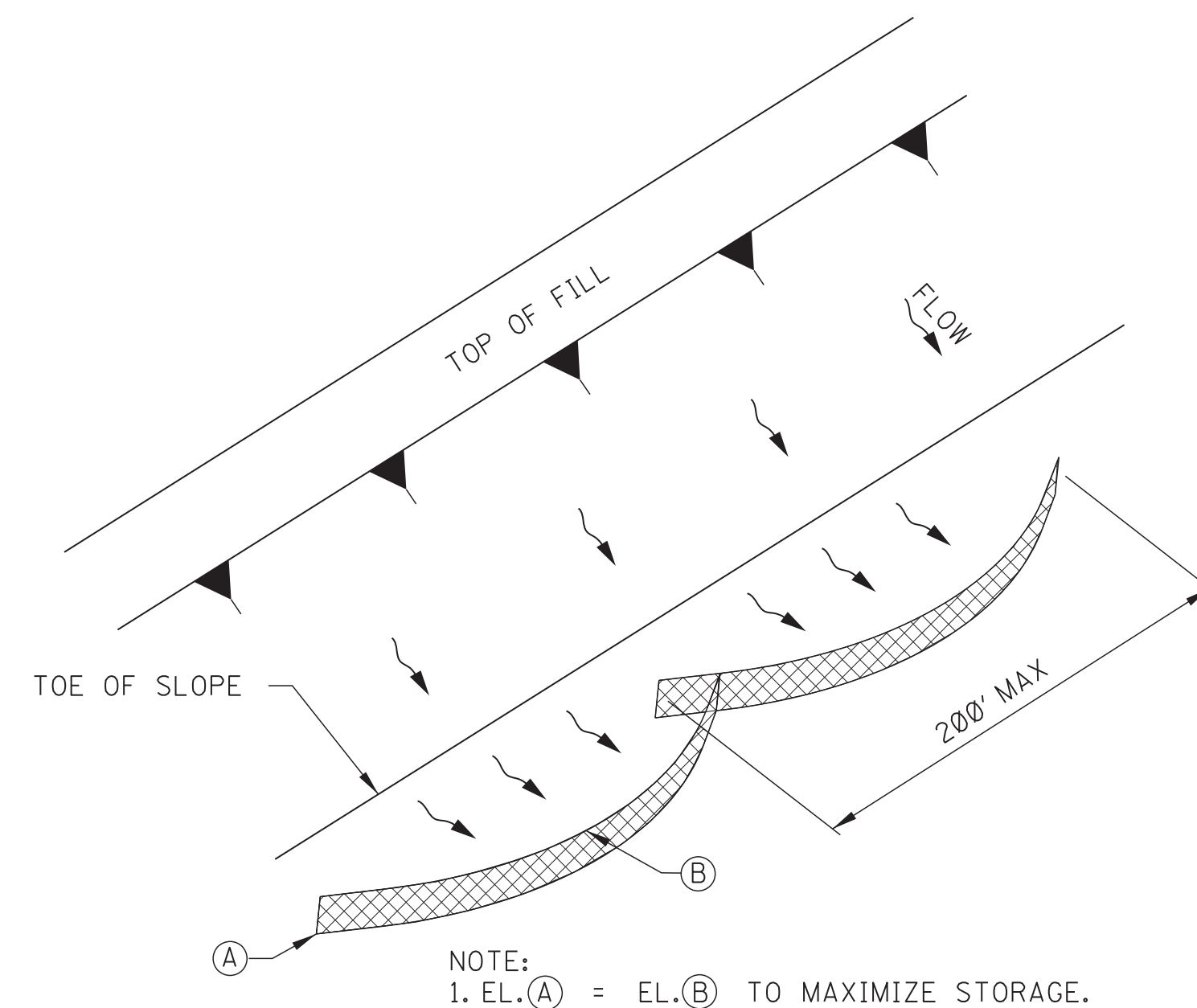
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

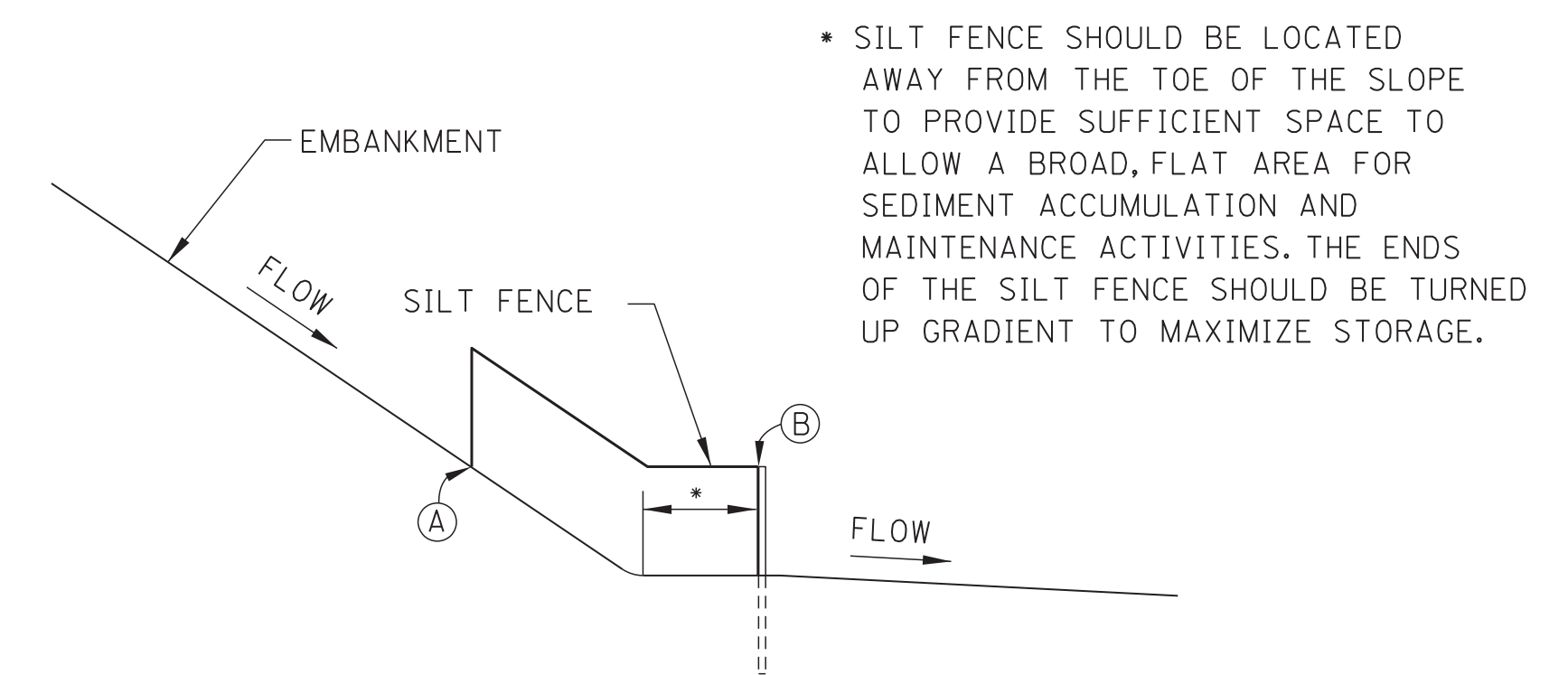
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION



SILT FENCE SECTION AT TOE OF FILL

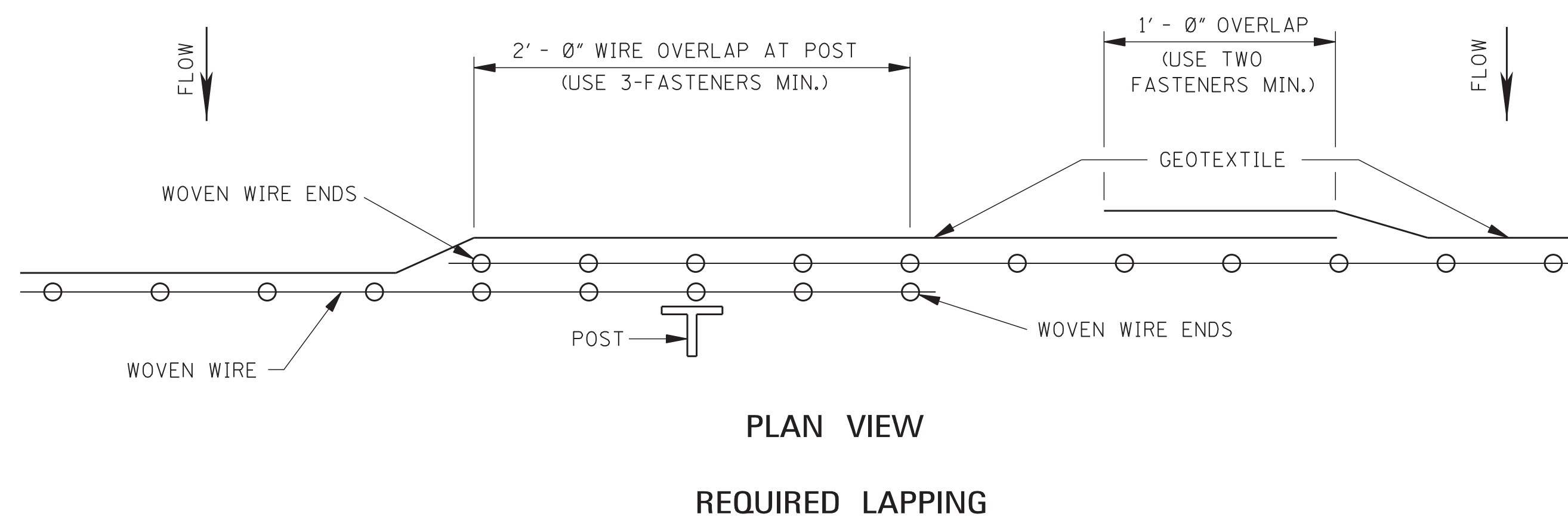
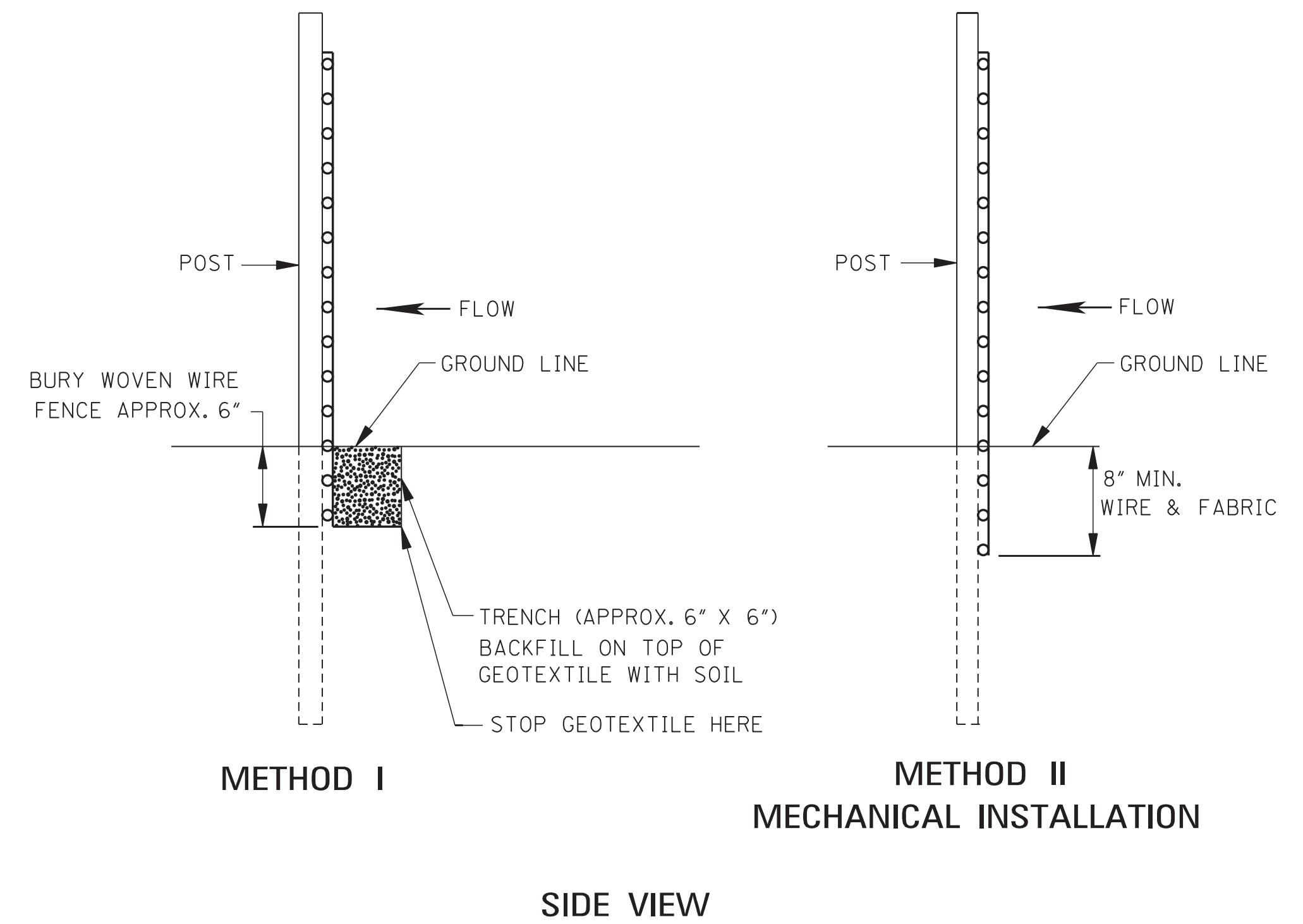
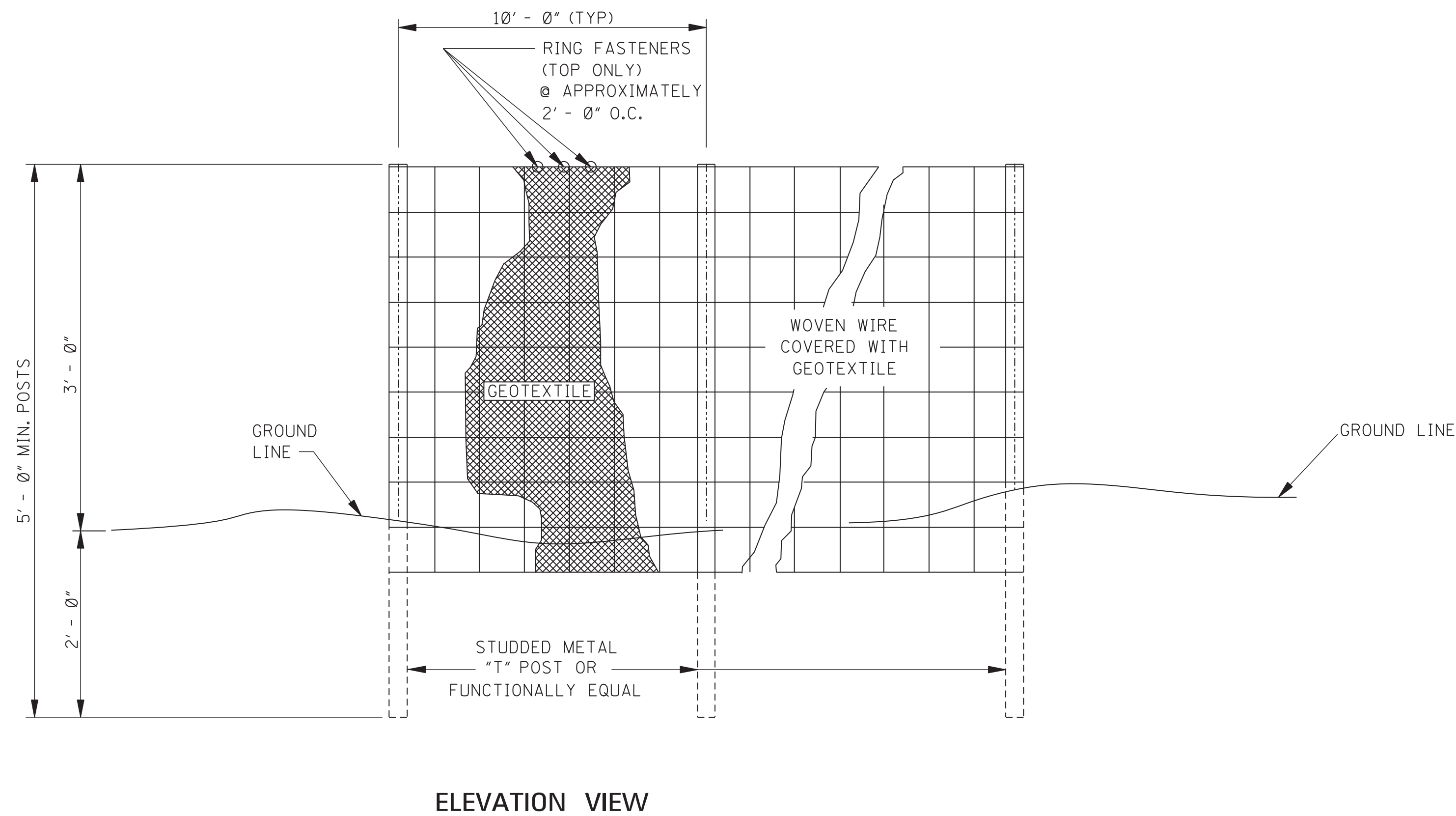
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

DETAILS OF SEDIMENT BARRIER APPLICATIONS

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-2

SHEET NUMBER
6102



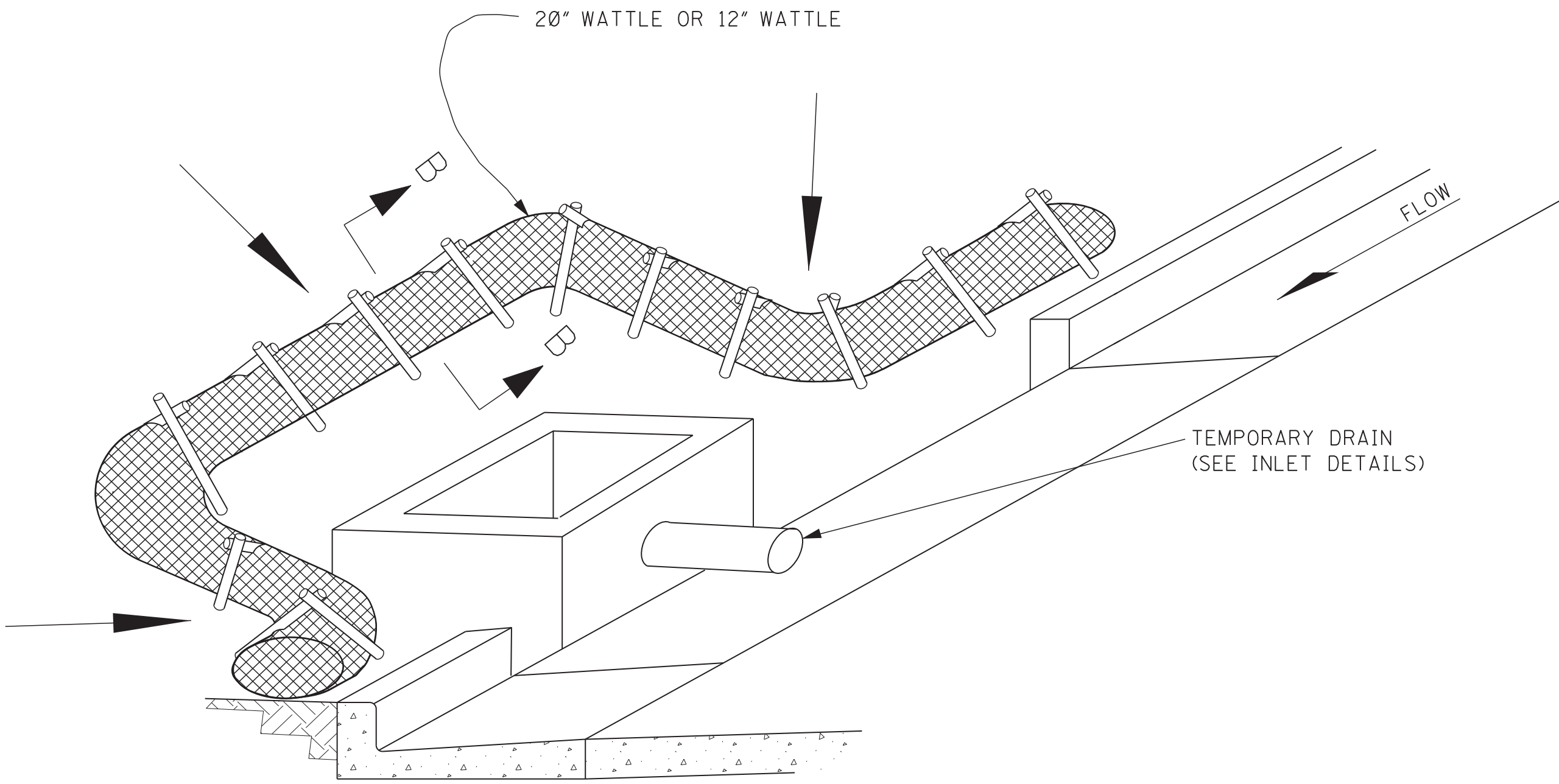
GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

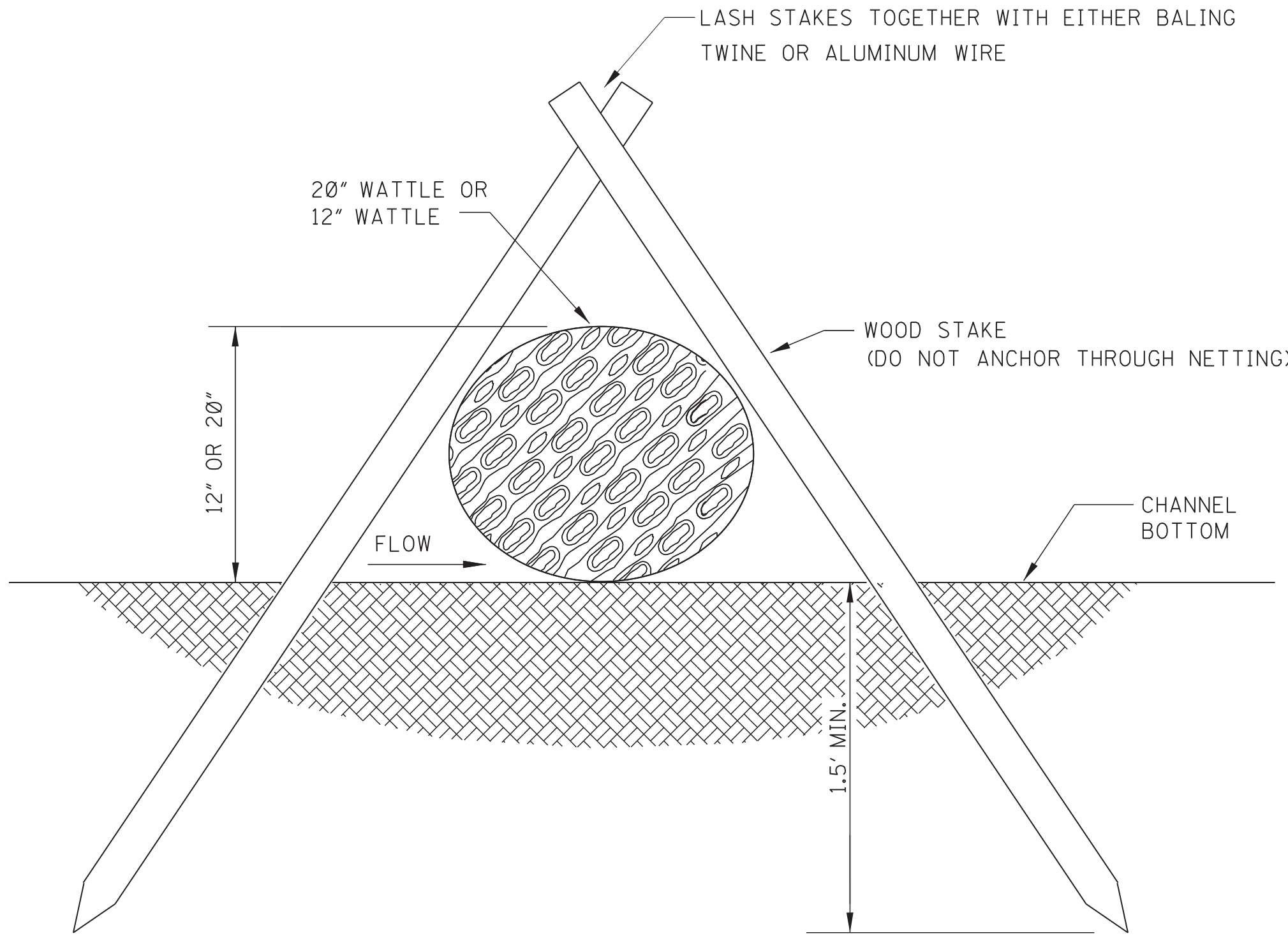
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION	DETAILS OF SILT FENCE INSTALLATION	
				DATE	ISSUE DATE: AUGUST 01, 2017	


WORKING NUMBER ECD-3
SHEET NUMBER 6103

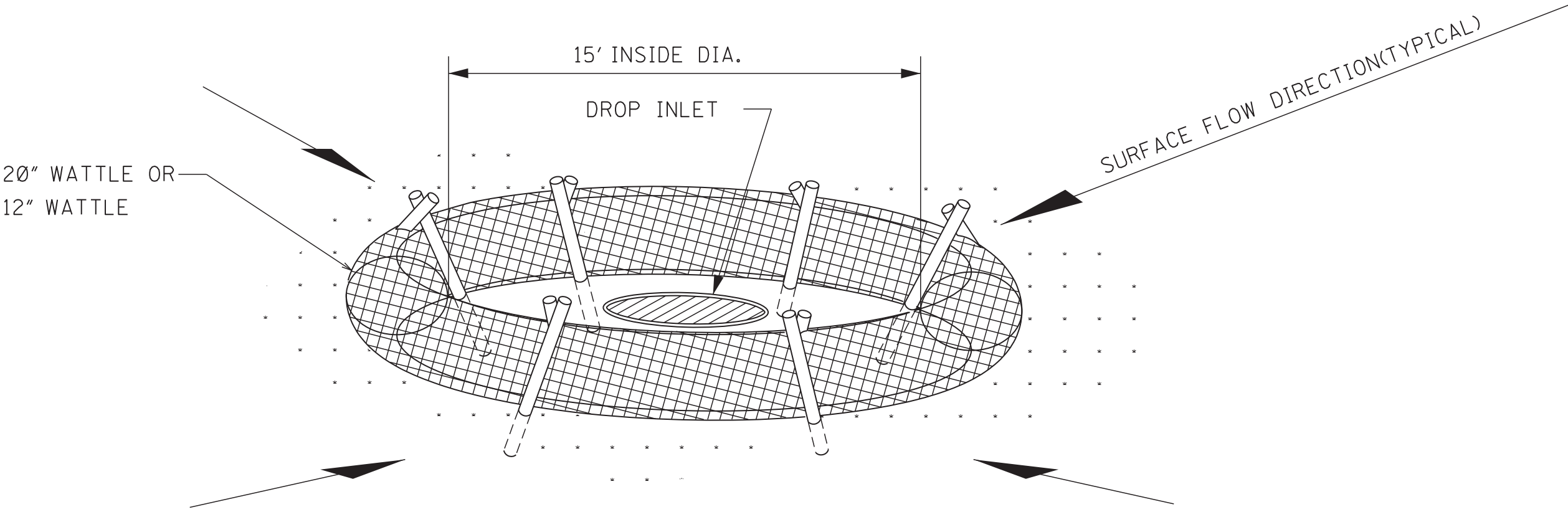
NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



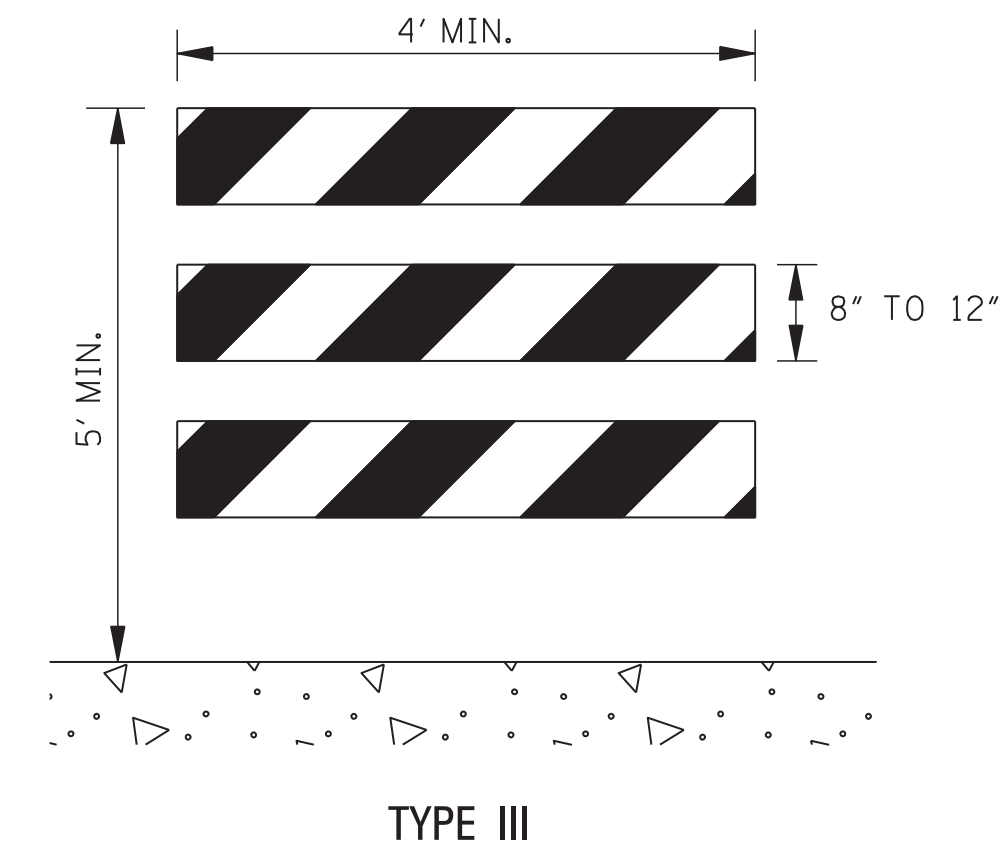
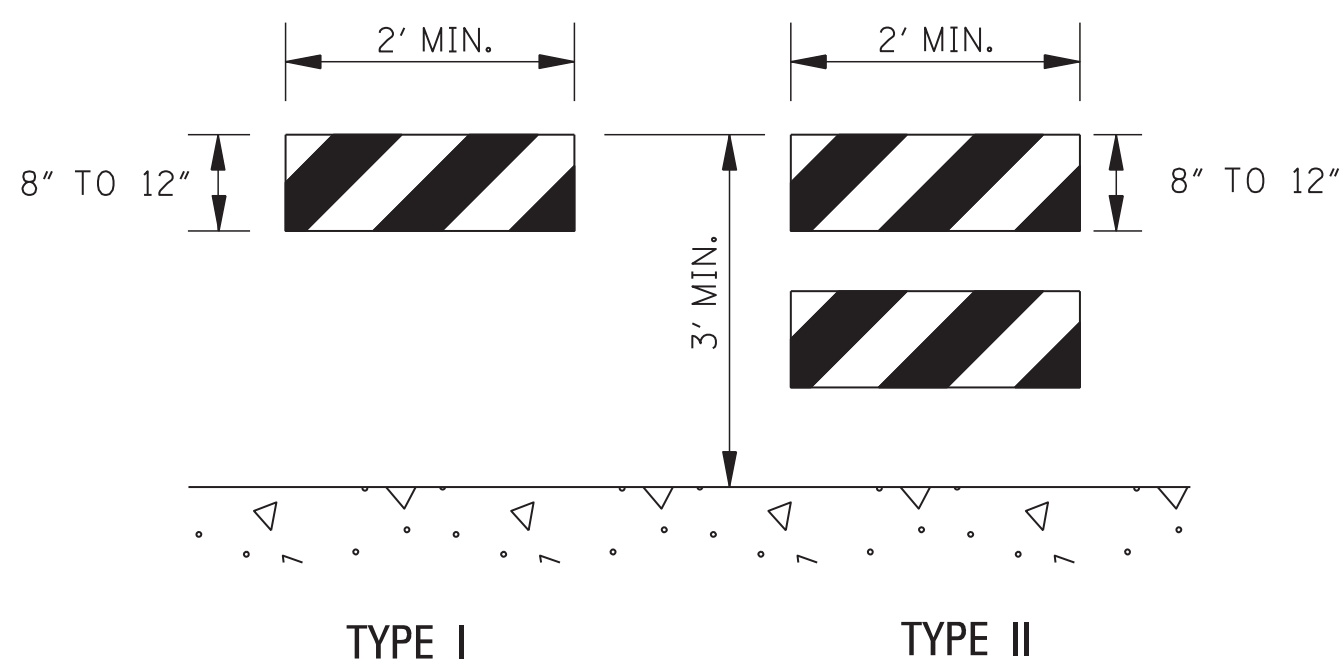
SECTION B-B



DROP INLET PROTECTION

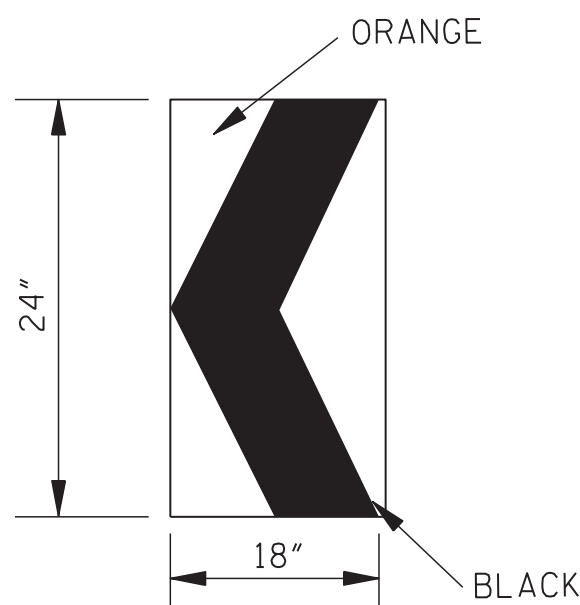
- NOTES:
- ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 - OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
 - TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 - IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: _____ AUGUST 01, 2017 _____	
					 MISSISSIPPI DEPARTMENT OF TRANSPORTATION WORKING NUMBER ECD-13 SHEET NUMBER 6113	



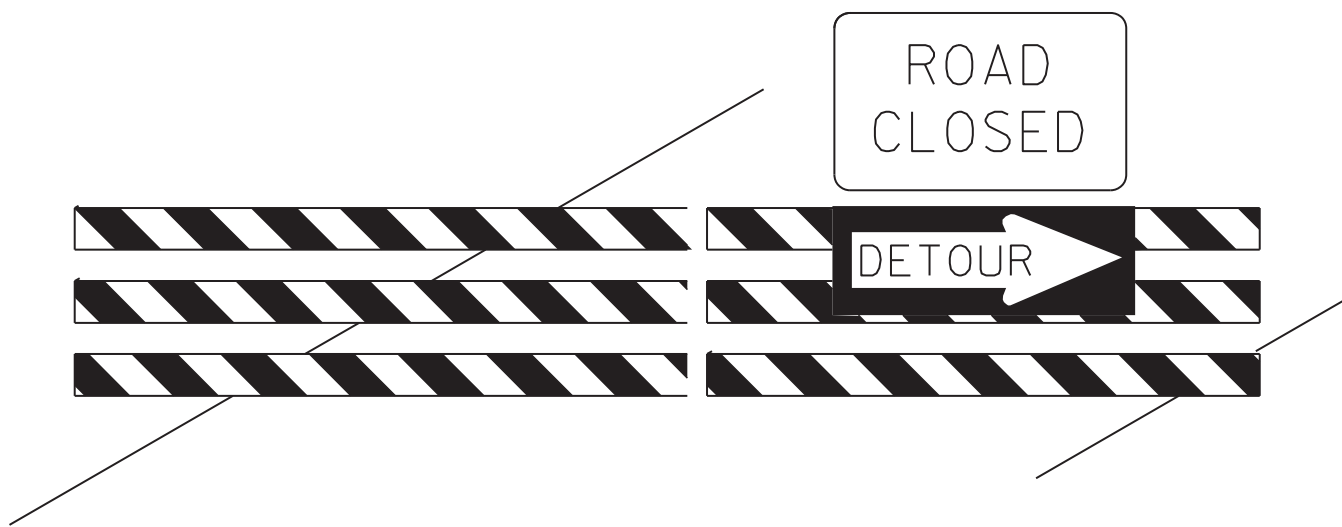
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



CHEVRON SIGN
DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

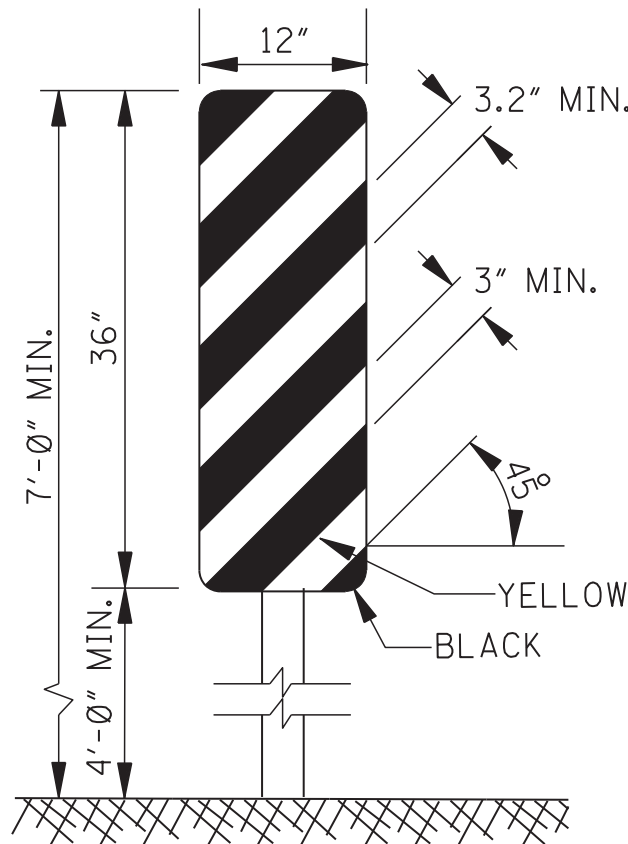


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

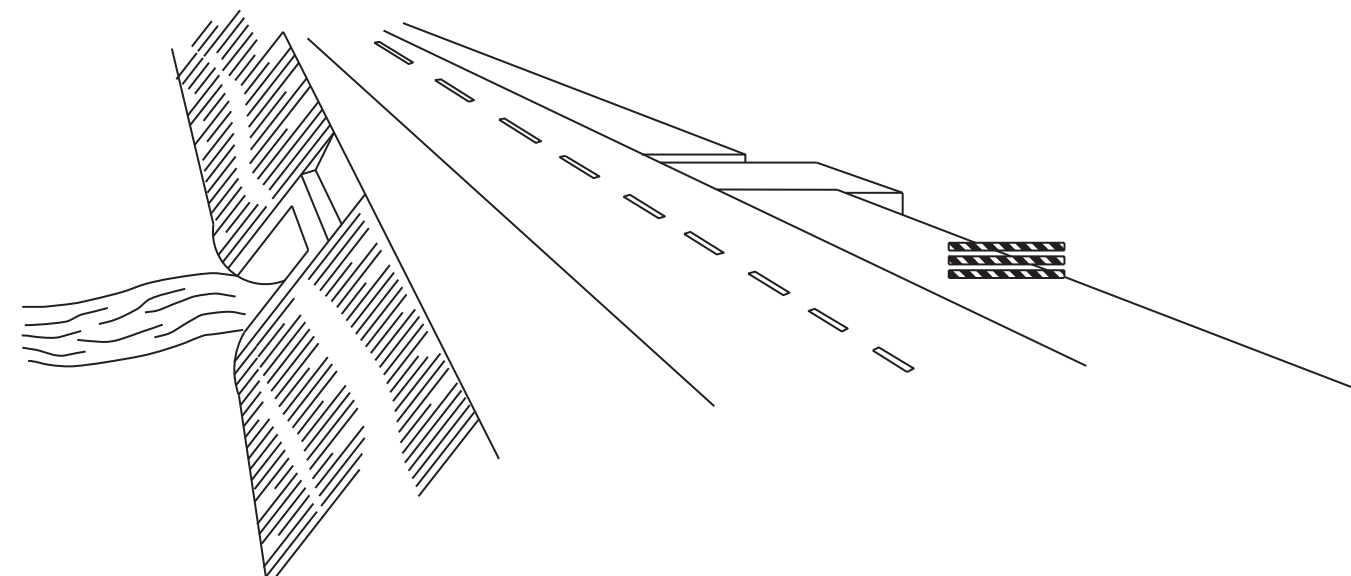
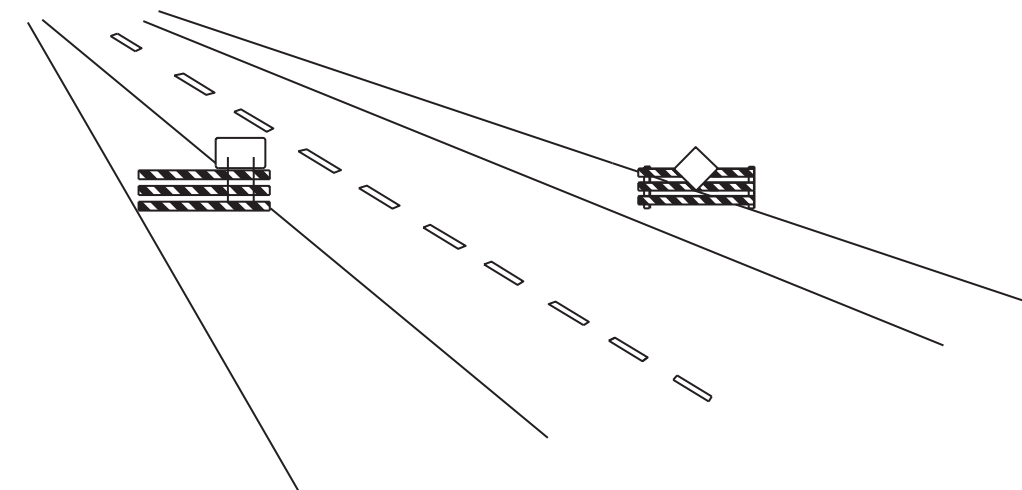
	I	II	III
WIDTH OF RAIL * *	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



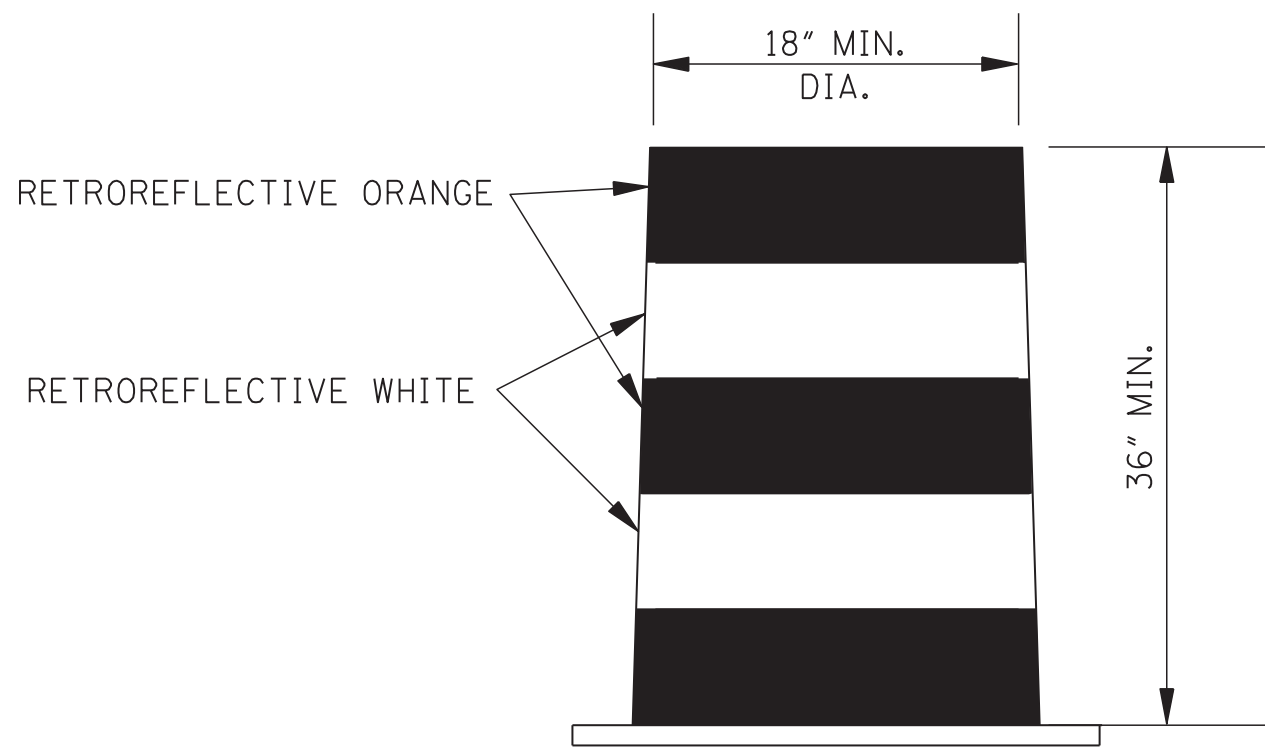
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



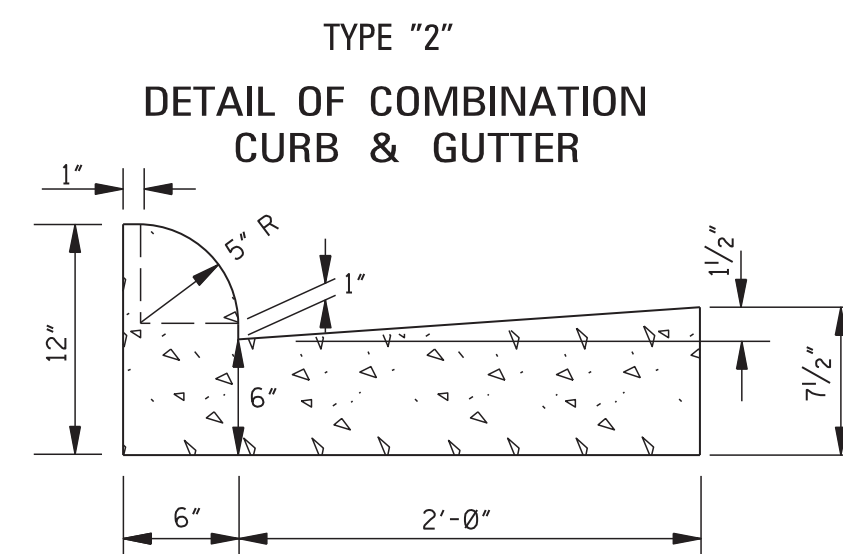
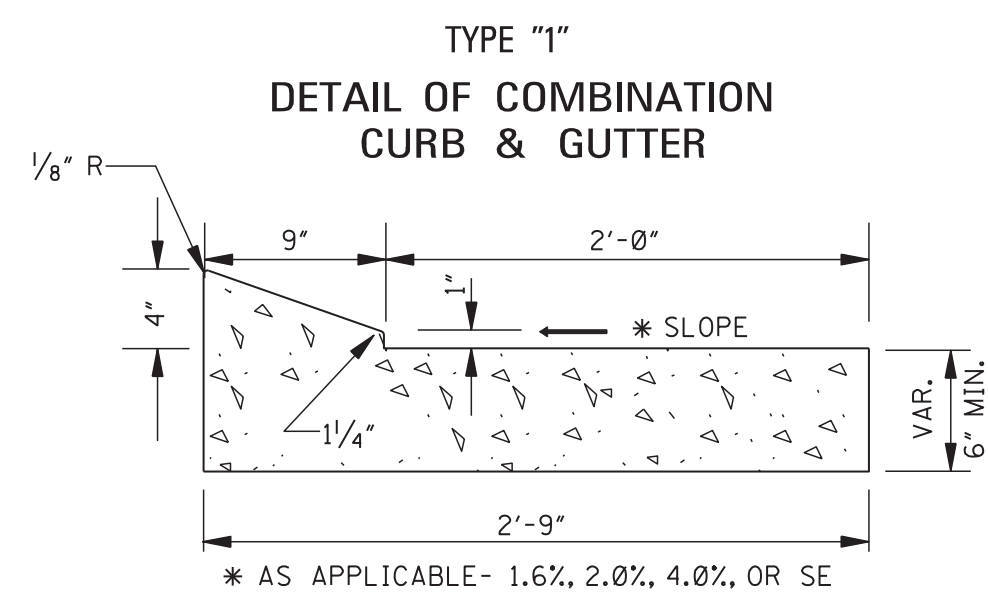
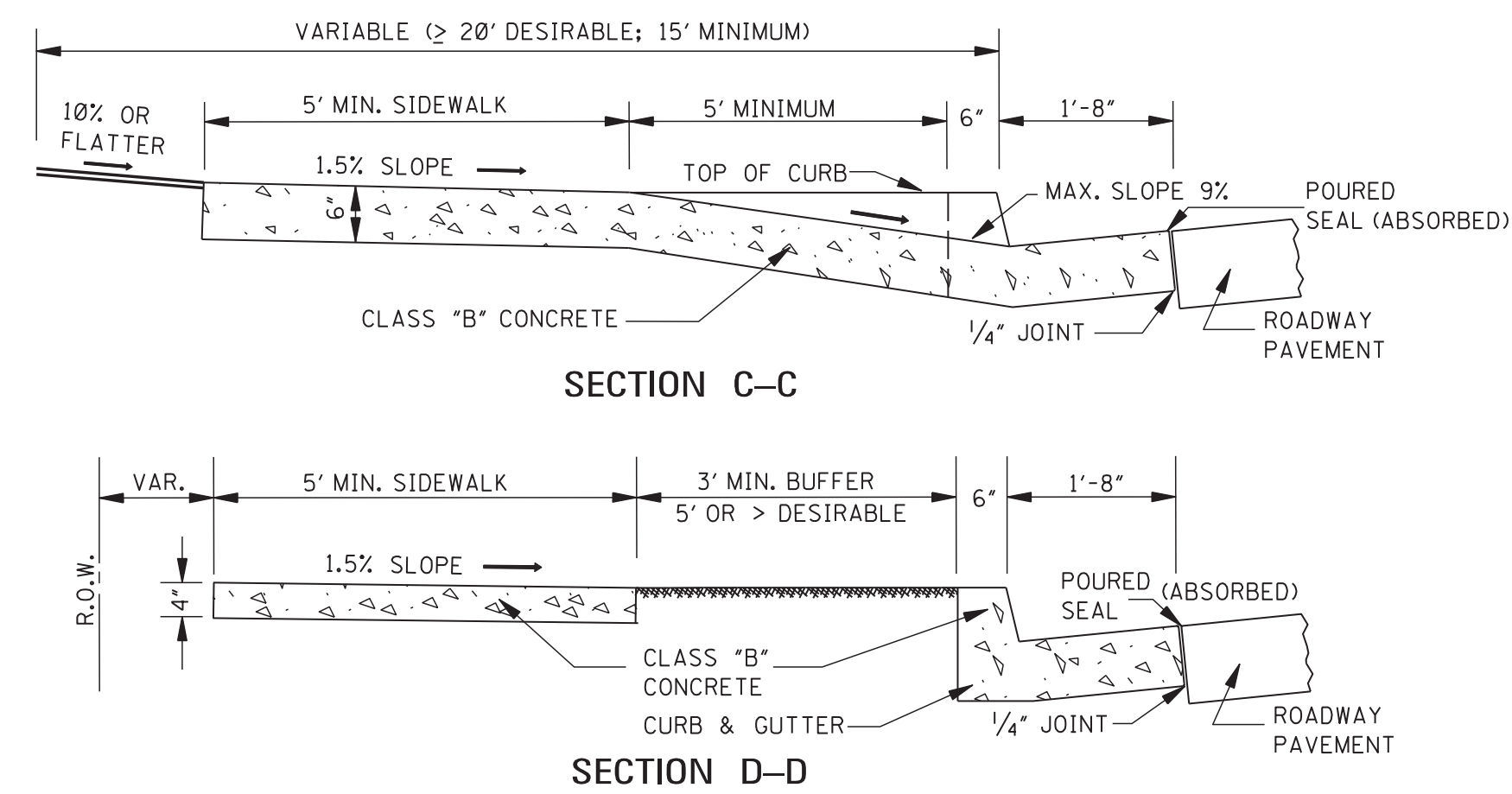
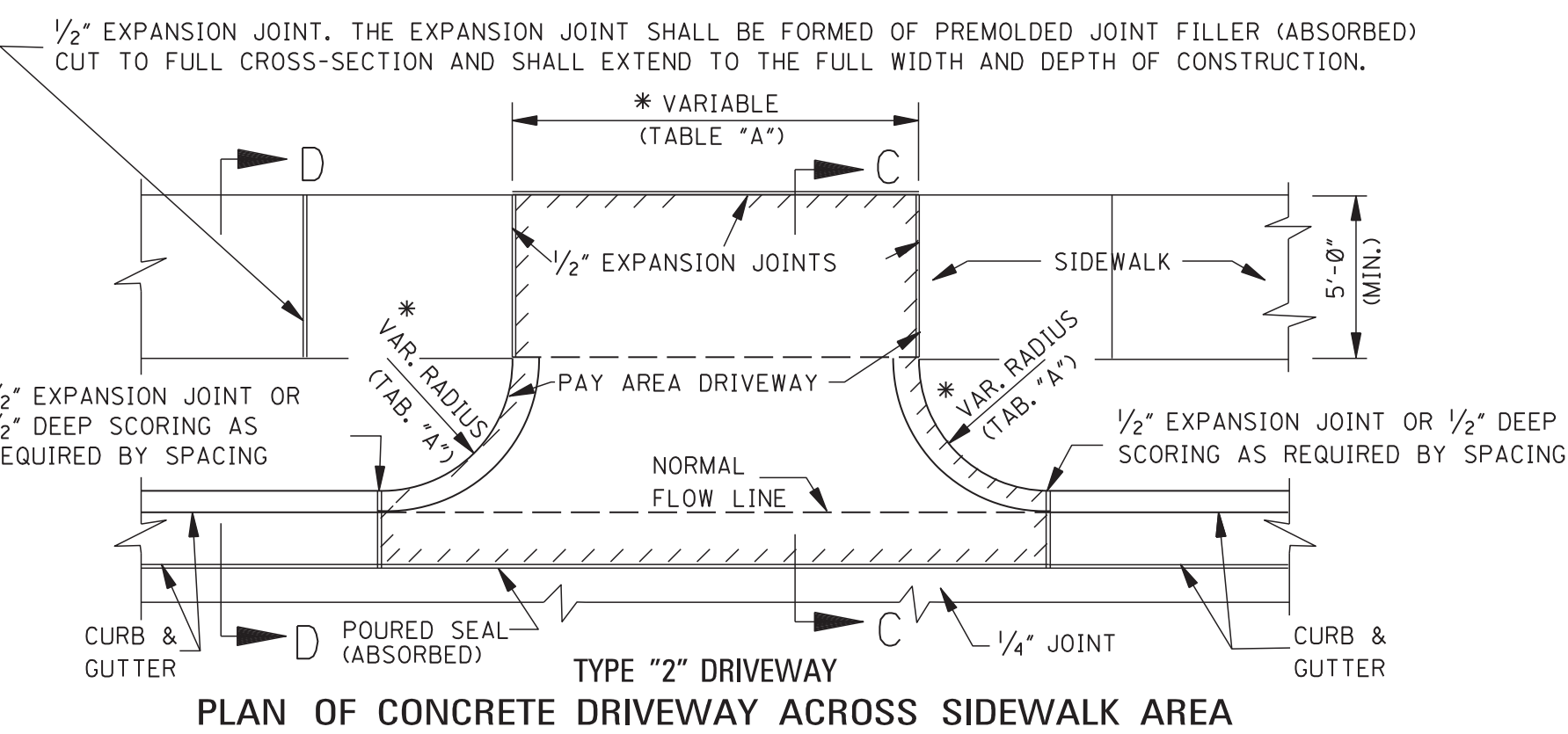
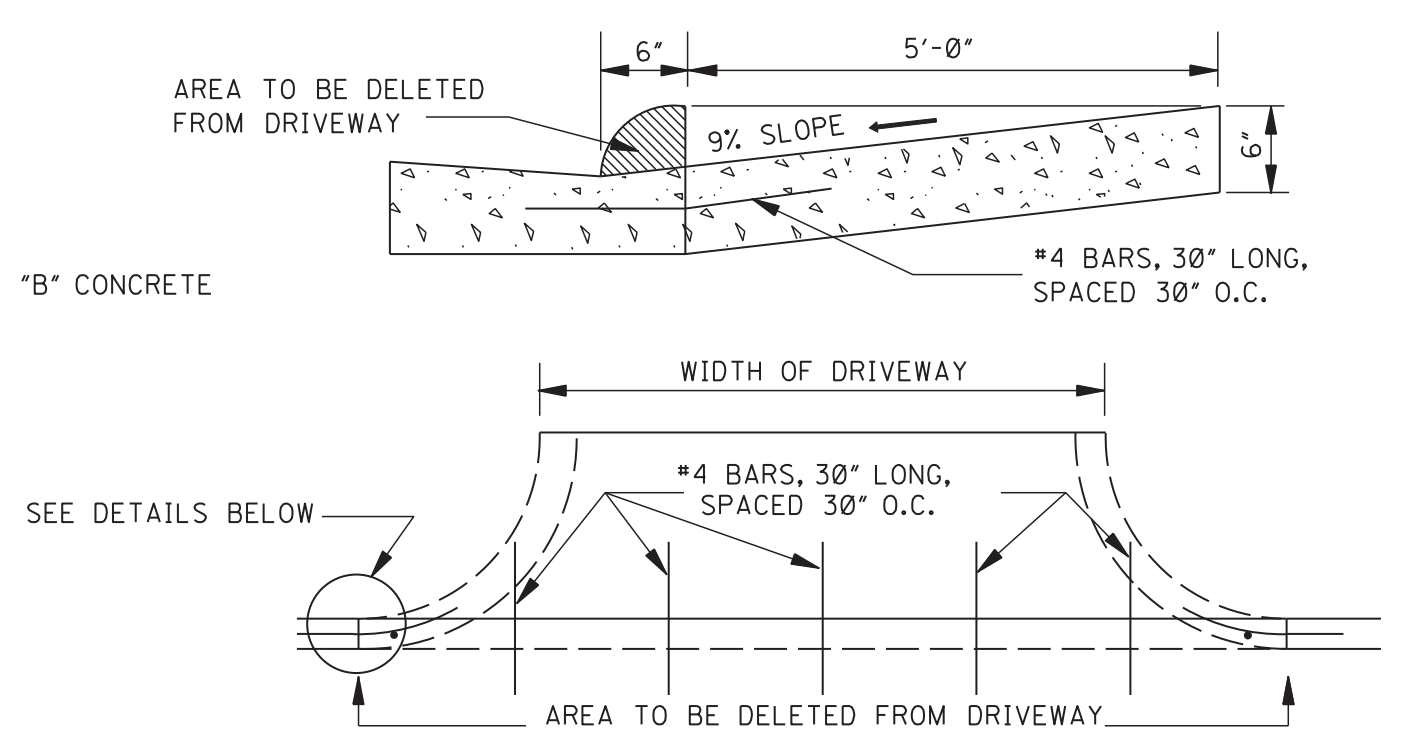
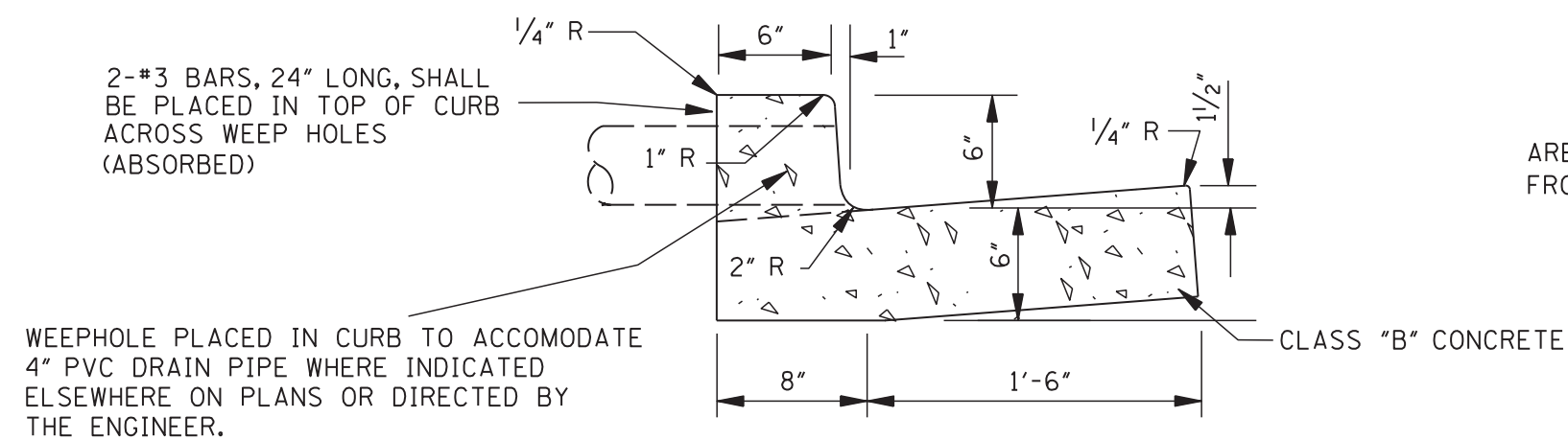
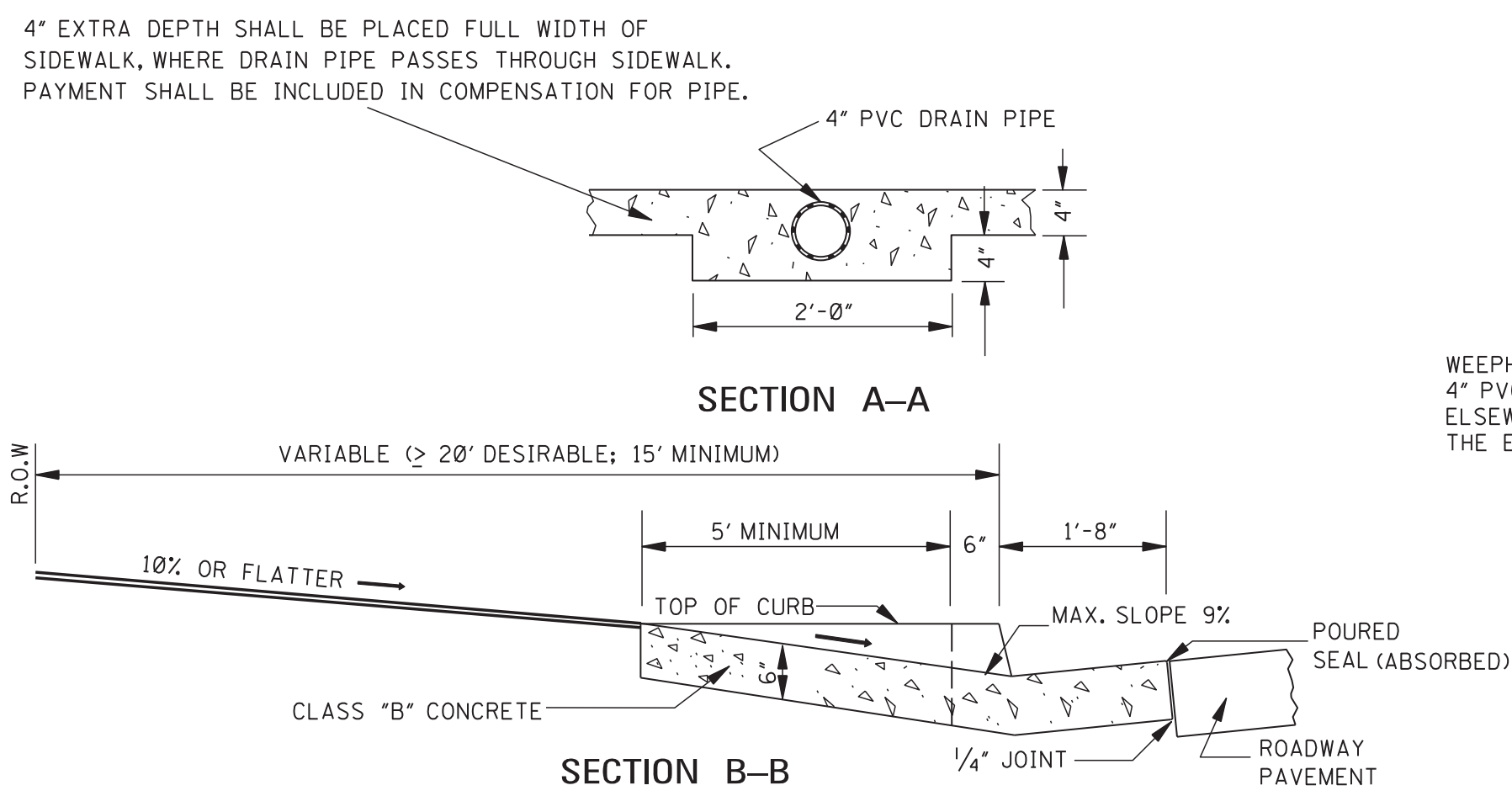
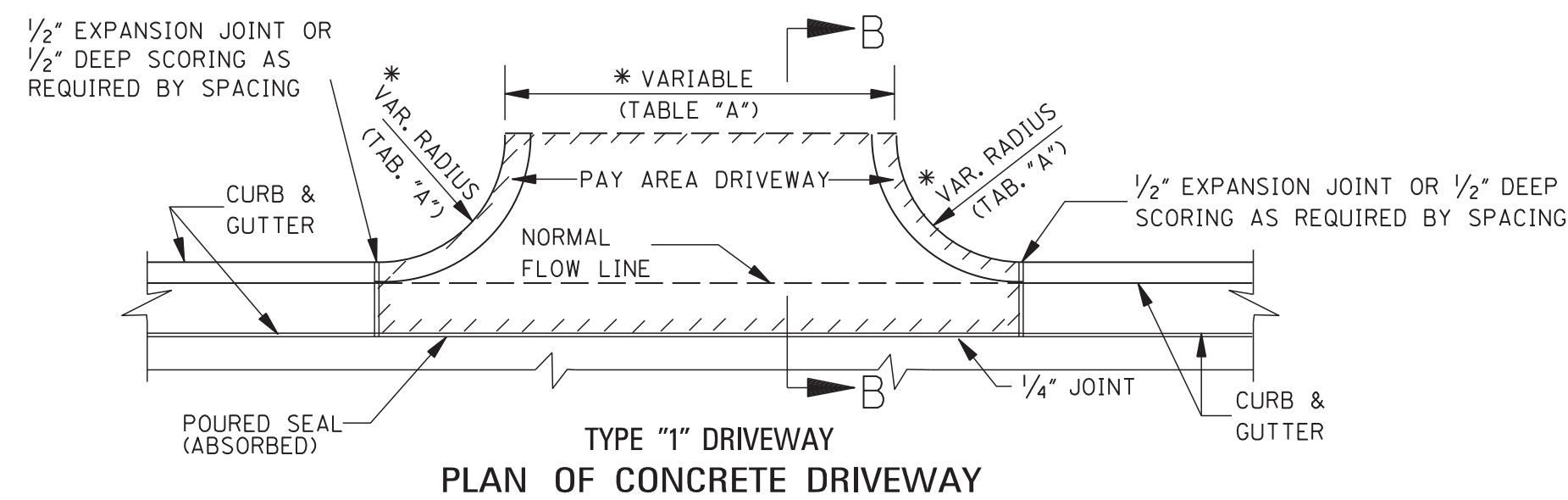
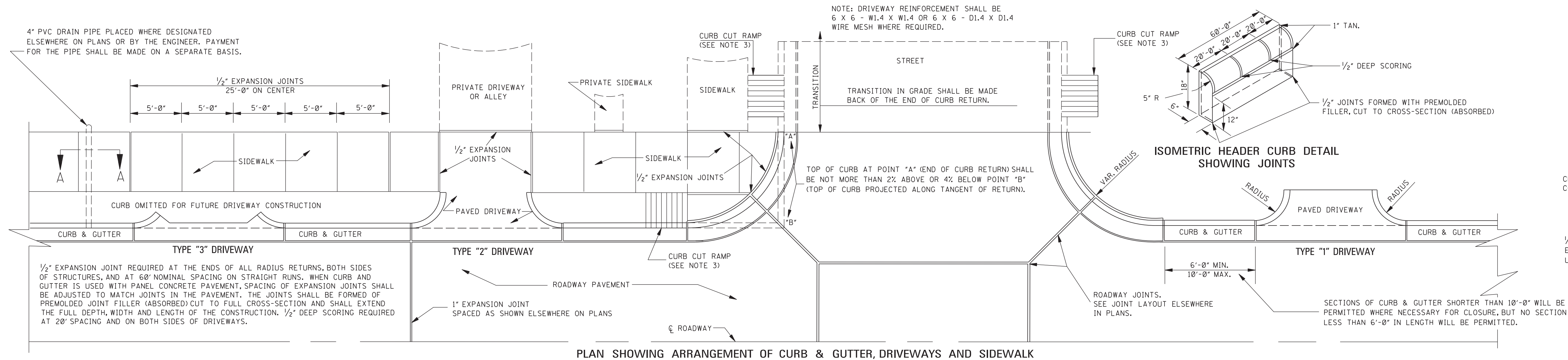
PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017

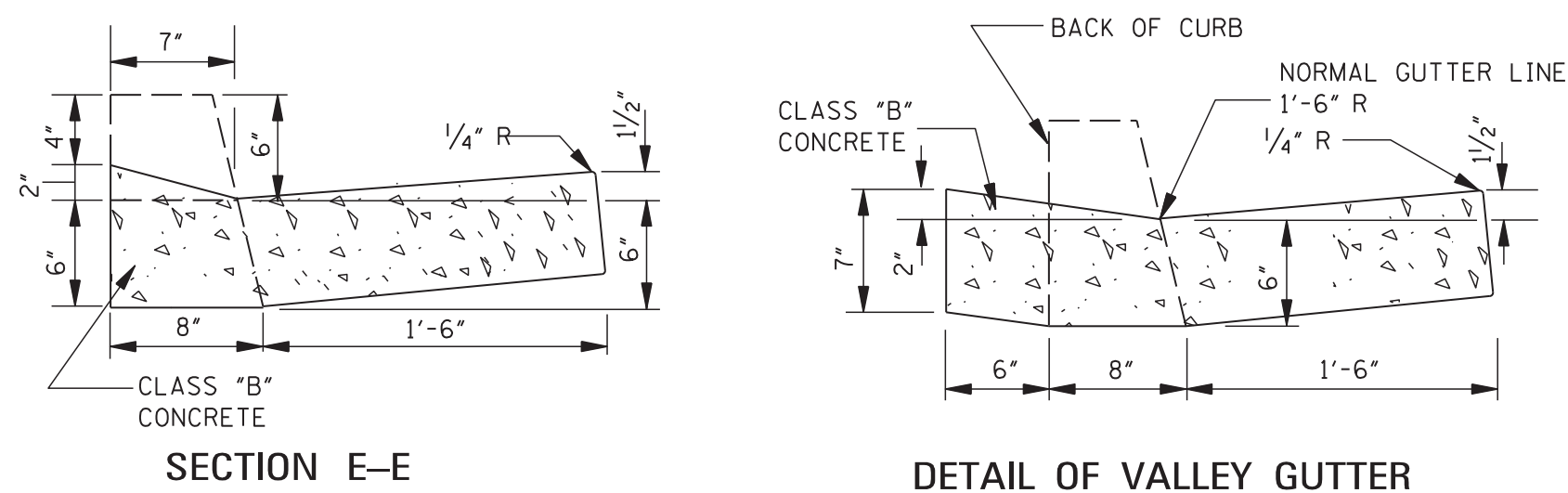
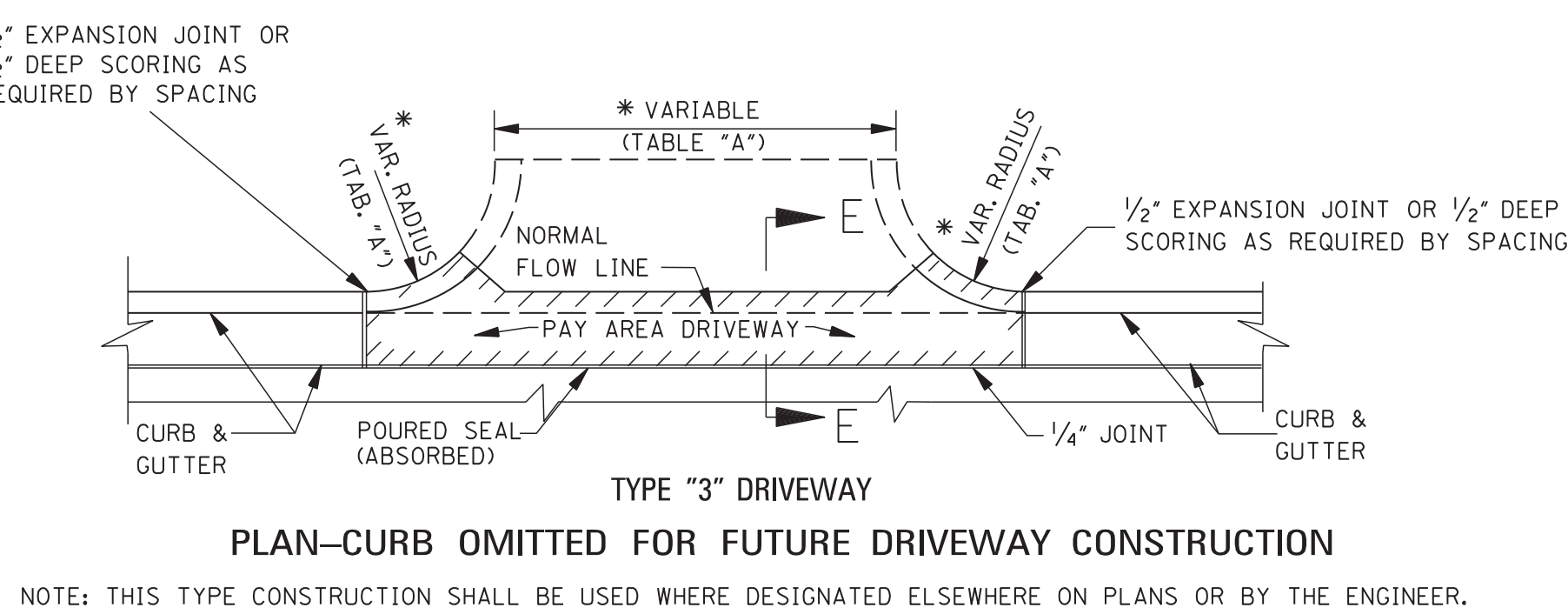
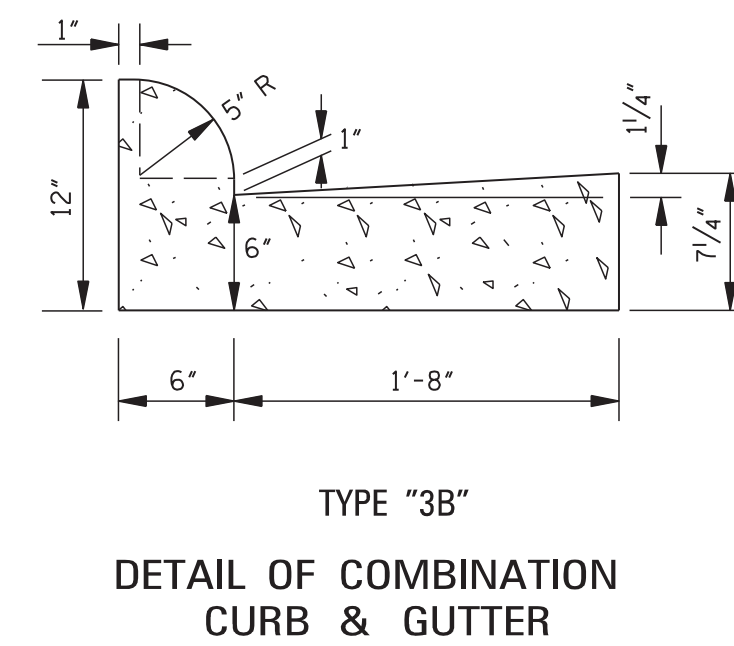
**HIGHWAY SIGN AND
BARRICADE DETAILS
FOR CONSTRUCTION
PROJECTS**


WORKING NUMBER
TCP-8
SHEET NUMBER
6358



TYPE "3A"

DETAIL OF COMBINATION CURB & GUTTER

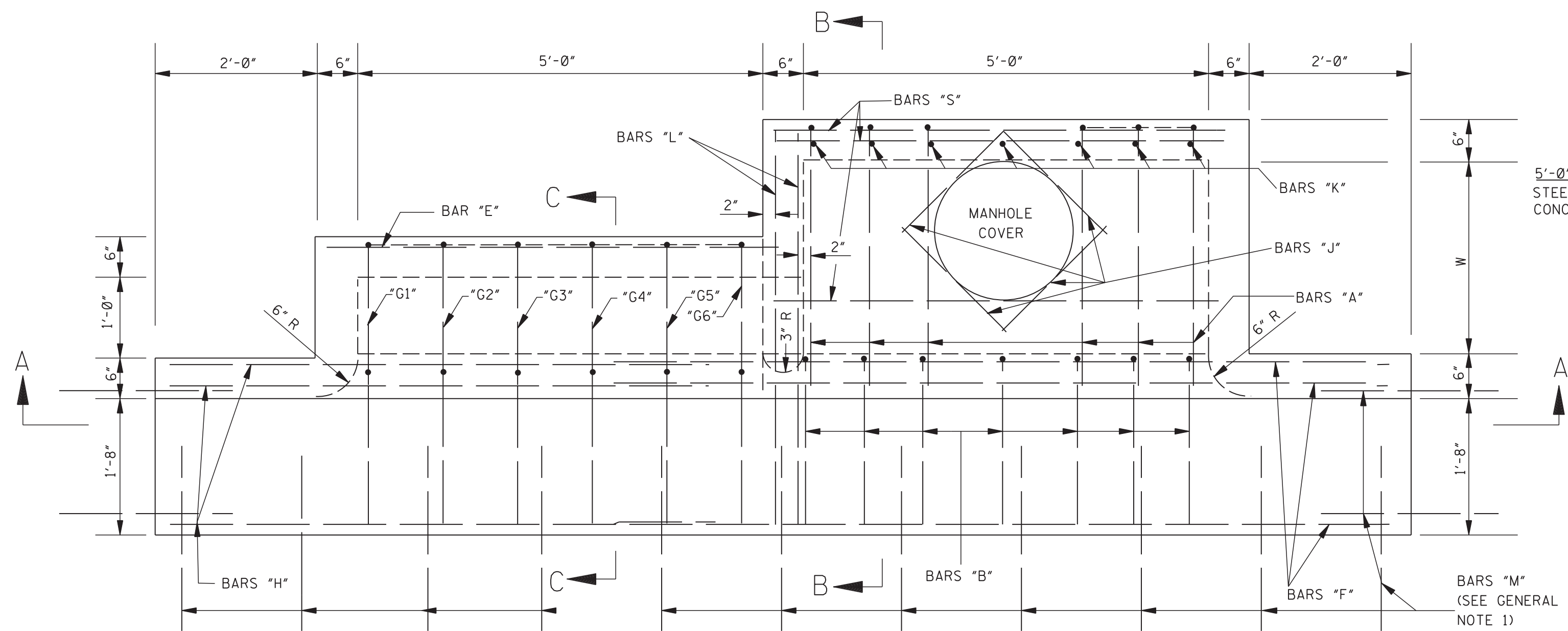


GENERAL NOTES:

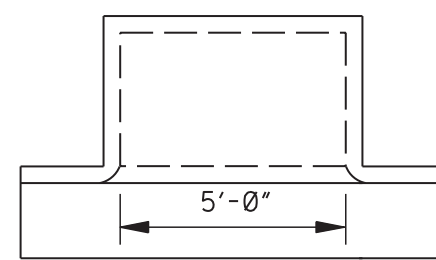
- TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
- SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
- MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

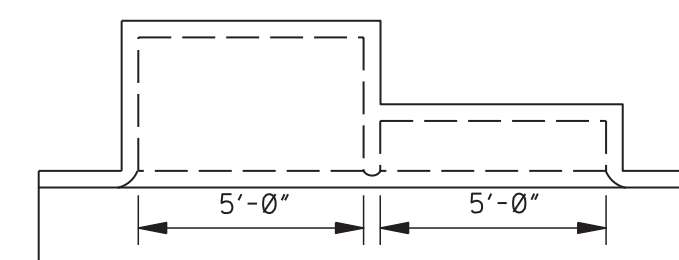
**DRIVEWAYS,
CURB & GUTTER,
& SIDEWALK**



5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27

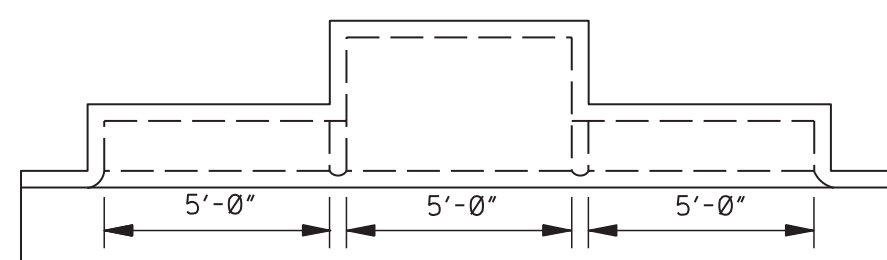


REGULAR INLET



INLET WITH ONE EXTENSION

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27



INLET WITH TWO EXTENSIONS

15'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 341
CONC. = (WY + 5.5W + 6Y + 62.671)/27

NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W' = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = (H-0.5).
4. H' = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS

ADD. CONCRETE PER FOOT OF H		ADD. CONCRETE PER FOOT OF W	
W	yd ³ /ft	H	yd ³ /ft
2'-6"	0.315	3'-6"	0.315
3'-0"	0.333	4'-0"	0.333
3'-6"	0.352	4'-6"	0.352
4'-0"	0.371	5'-0"	0.370
4'-6"	0.389	5'-6"	0.389
5'-0"	0.408	6'-0"	0.408
5'-6"	0.426	6'-6"	0.426
6'-0"	0.445	7'-0"	0.445
6'-6"	0.463	7'-6"	0.463
7'-0"	0.481	8'-0"	0.482
		8'-6"	0.500

QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
E	#4	5'-8"	AS SHOWN	3	11
G	#4	SEE SCHEDULE	0'-11"	6	34
H	#6	6'-9"	AS SHOWN	5	51
L	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					
NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS *M*.					

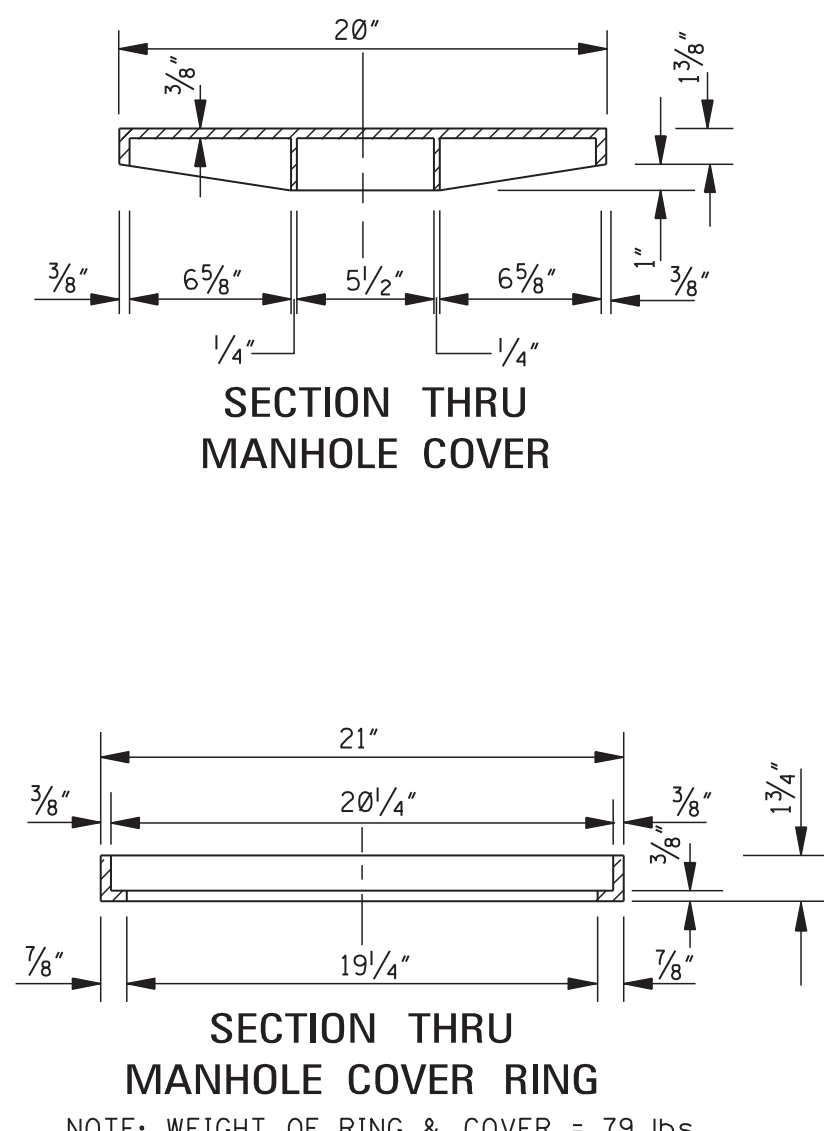
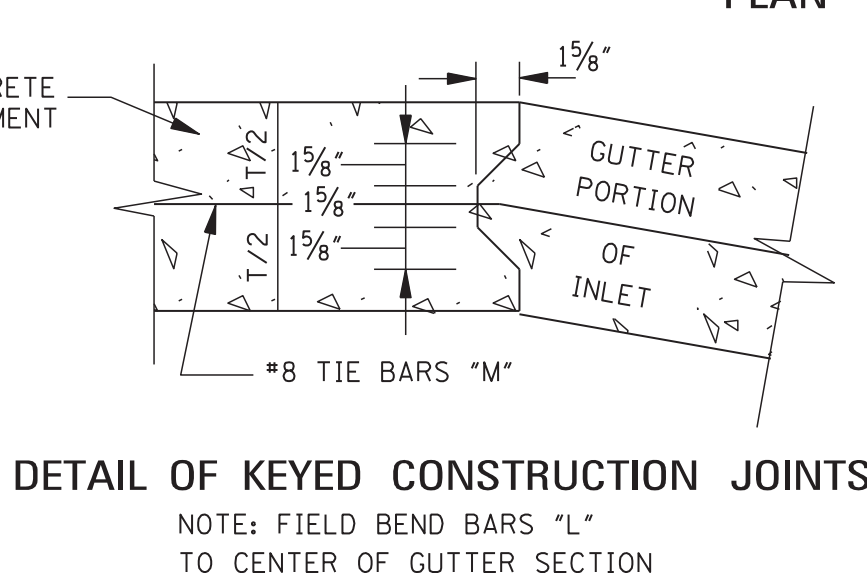
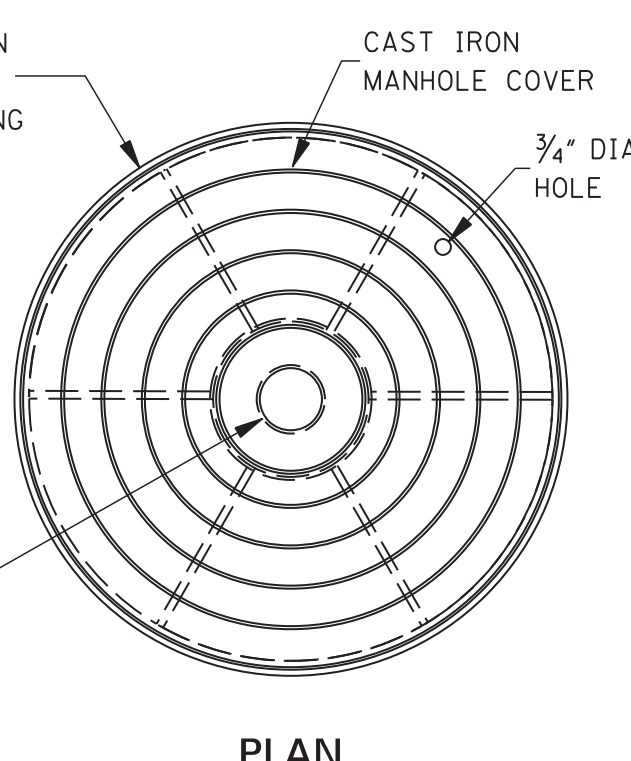
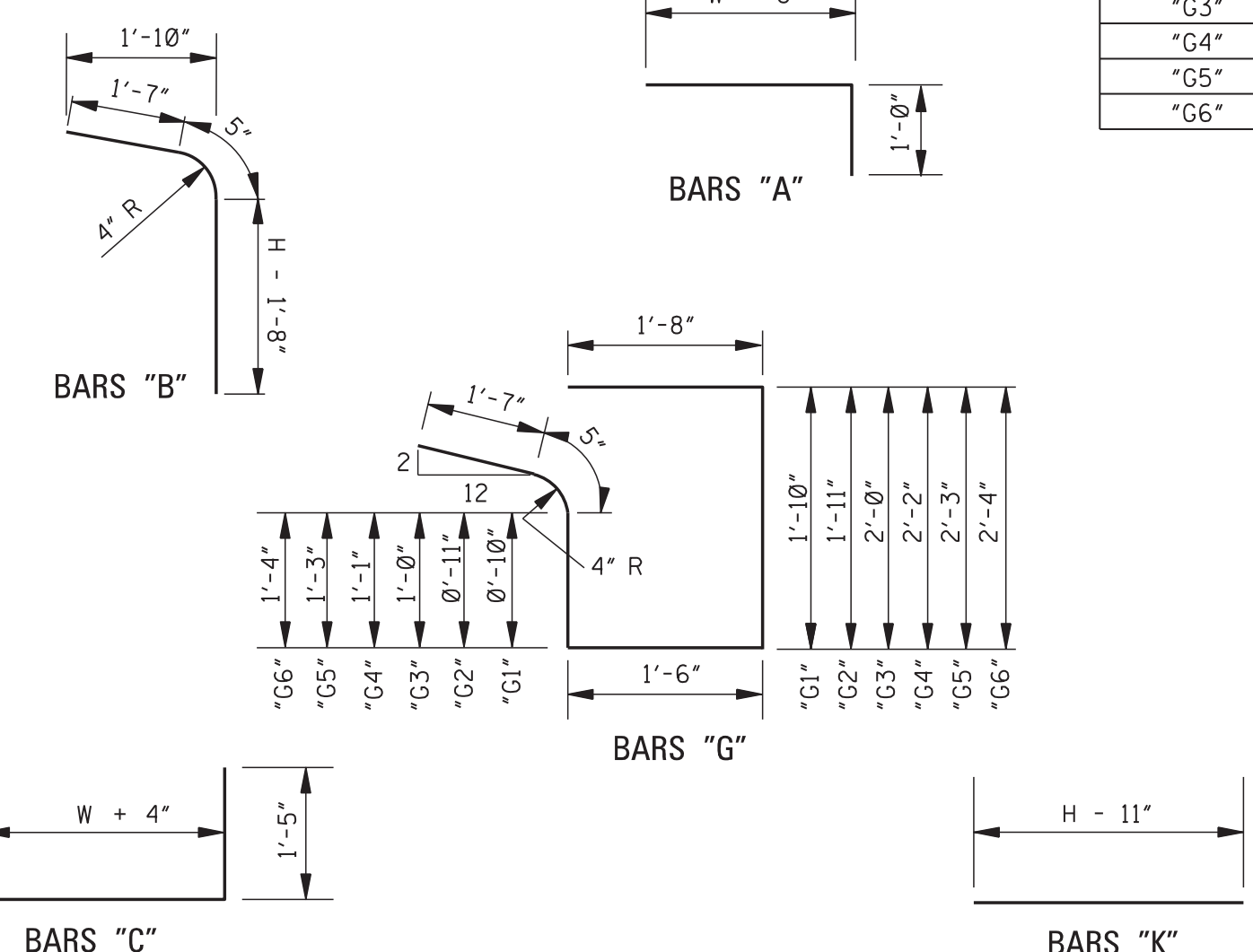
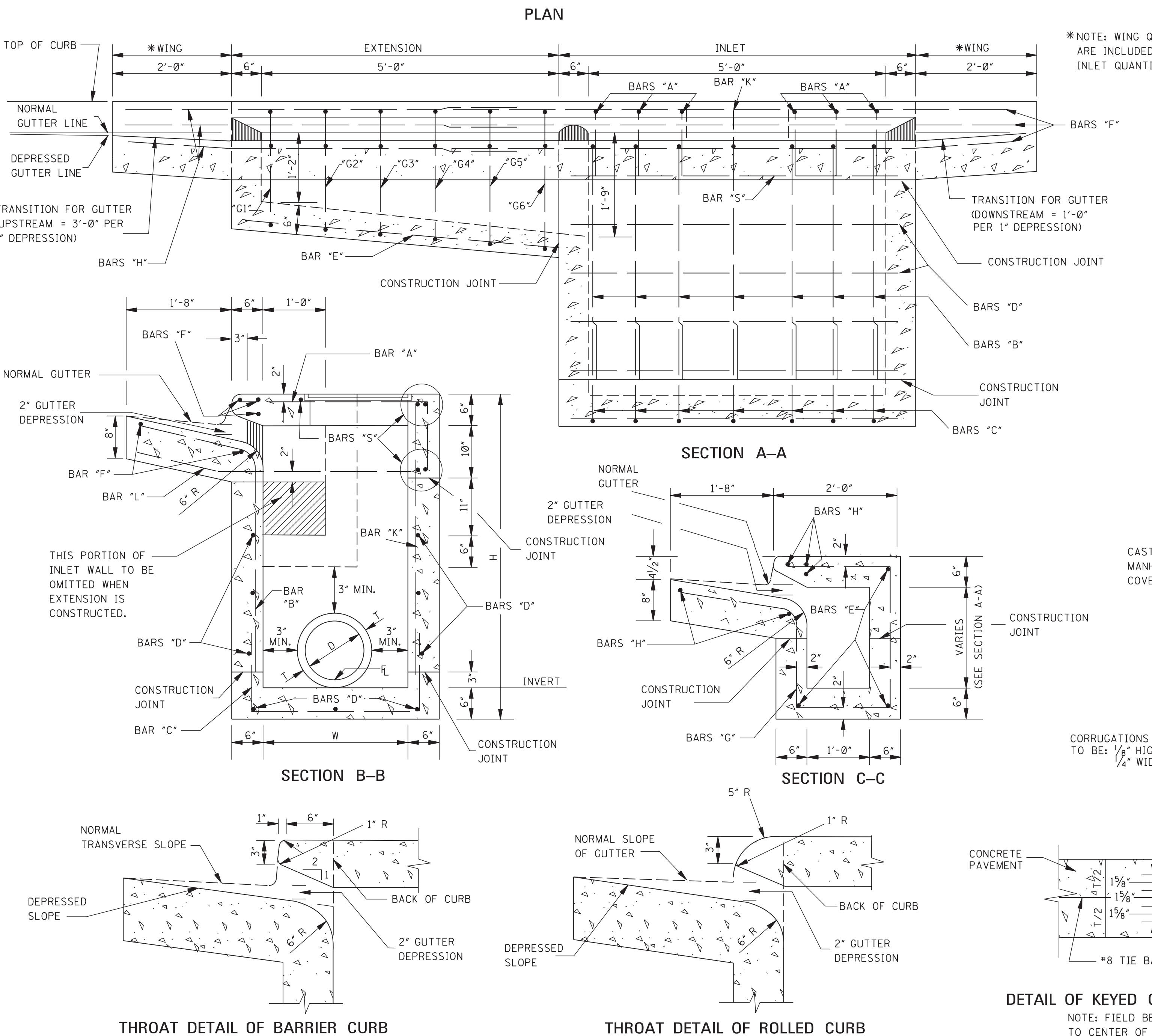
BAR "G" SCHEDULE	
BAR "G"	LENGTH
G1	7'-10"
G2	8'-0"
G3	8'-2"
G4	8'-5"
G5	8'-8"
G6	8'-10"

W=2'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																							
H	BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12 1/2"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9 1/2"		* TOTAL STEEL	TOTAL CONC.							
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yds						
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99					
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15					
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31					
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47					
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62					
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78					
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94					
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10					
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25					

W=3'-0"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																							
H	BAR "A" L = 4'-8" #4 @ 9"		BAR "C" L = 6'-2" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL STEEL	TOTAL CONC.							
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yds						
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15					
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32					
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49					
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65					
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82					
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99					
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15					
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32					
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49					

W=3'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																							
H	BAR "A" L = 5'-2" #4 @ 9"		BAR "C" L = 6'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L=9'-8" #6		BAR "J" L=2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL STEEL		TOTAL CONC.						
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd3						
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31					
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49					
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66					
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84					
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01					
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19					
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37					
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54					
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72					

- * NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS *M*.
- GENERAL NOTES:
- WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTERGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). *8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
 - THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
 - FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
 - FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
 - WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**STORM SEWER INLET
TYPE SS-2**

MDOT
WORKING NUMBER
SS-2
SHEET NUMBER
6524

ISSUE DATE: AUGUST 01, 2017

*SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS
FOR*

THE CONSTRUCTION

FEDERAL AID PROJECT NUMBER

HPP-8750-00(004) LPA/105845-802000

***FOURTH STREET IMPROVEMENTS
PHASE III***

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



2024

PREPARED BY



12/3/2024



NEEL-SCHAFFER
Solutions you can build upon

**BIDDER CHECK LIST
(FOR INFORMATION ONLY)**

- _____ All unit prices and item totals have been entered in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
- _____ First sheet of SECTION 905--PROPOSAL has been completed.
- _____ Second sheet of SECTION 905--PROPOSAL has been completed and signed.
- _____ Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, signed, and added to the proposal.
- _____ DBE/WBE percentage, when required by contract, has been entered on last sheet of the bid sheets of SECTION 905--PROPOSAL.
- _____ Form OCR-485-LPA has been completed and signed.
- _____ The last sheet of the bid sheets of SECTION 905--PROPOSAL has been signed.
- _____ Equal Opportunity Clause Certification, when included in contract, has been completed and signed.
- _____ The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been executed in duplicate.
- _____ A certified check, cashier's check or bid bond payable to the Local Public Agency in the principle amount of 5% of the bid has been included with project number identified on same. Bid bond has been signed by the bidder and has also been signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety with Power of Attorney attached.
- _____ A completed Notice to Bidders regarding DUNS Requirements must be completed prior to award of the contract.

Return the proposal and contract documents in its entirety in a sealed envelope. DO NOT remove any part of the contract documents; exception – an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

CONTENTS

PROJECT: FOURTH STREET IMPROVEMENTS – PHASE III
PROJECT NO. HPP-8750-00(004) LPA / 105845-802000
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Bidder's Checklist

Section 901 - Advertisement for Bids

Section 904 - Notice to Bidders

#1:	Governing Specifications
#1A:	Designating Owner & Engineer
#2:	Status of Right-of-Way with Attachments
#3:	Final Cleanup
#15:	Non-use of Precast Drainage Units
#28:	Fuel and Material Adjustments
#445:	Mississippi Agent or Qualified Nonresident Agent
#516:	Errata and Modifications to 2017 Specs
#1225:	Early Notice to Proceed
#1226:	Material Storage Under Bridges
#1546:	Advancement of Materials
#2206:	MASH Compliant Devices
#2273:	Mississippi Special Fuel Tax Law
#2954:	Reflective Sheeting for Signs
#3875:	General ITS Requirements
#4113:	Unique Entity ID (SAM) Requirement for Federal Funded Projects
#4303:	Add Option Bidding
#4702:	App for Traffic Control Reports
#5551:	Federal Bridge Formula
#5605:	Disadvantaged Business Enterprises in Federal-Aid Highway Construction with Supplement
#5750:	Manual on Uniform Traffic Control Devices (MUTCD)
#5866 LPA:	Payroll Requirements
#6000 LPA:	Requirements for Traffic Control Personnel
#7011:	Contract Time
#7200:	Specialty Items
#8500:	Non-roadway Density Requirements

Section 906 - County Wage Rates
Supplement to Form FHWA-1273

Section 907 -	907-101-1:	Definitions and Terms
	907-102-4 LPA:	Bidding Requirements and Conditions
	907-105-2:	Authority of the Engineer
	907-106-1:	Control of Materials

907-108-4:	Subletting of Contract
907-109-5:	Measurement and Payment
907-234-1:	Silt Fence
907-608-2:	Detectable Warnings
907-618-12:	Traffic Control Management
907-632-1:	Traffic Signal Cabinet Assemblies
907-634-4:	Traffic Signal and ITS Equipment Poles
907-636-3:	Electric Cable
907-637-3:	Traffic Signal Conduit and Pull Boxes
907-700-1:	Materials and Tests
907-701-3:	Hydraulic Cement
907-702-4:	Bituminous Material
907-703-2:	Gradation
907-705-1:	Stone Riprap
907-707-3:	Joint Materials
907-711-2:	Plain Steel Wire
907-712-1:	Fence and Guardrail
907-714-3:	Miscellaneous Materials
907-718-1:	Timber and Dimension Lumber
907-720-2:	Acceptance Procedure for Glass Beads
907-721-4:	Materials for Signing
907-722-1:	Materials for Traffic Signal Installation
907-804-11:	Concrete Bridges and Structures w/ Supplement
907-809-2:	Retaining Wall Systems

Construction Progress Schedule

Section 905 - Proposal

- Instructions to Bidders
- Bid Schedule
- Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports
- Affidavit Regarding Non-Collusion, Debarment and Suspension (2 copies)

Section 902 - Contract Form

Section 903 - Payment Bond

Section 903 - Performance Bond

Executive Compensation Certification

Guidance for Federal Spending Transparency

OCR-481-LPA – Disadvantaged Business Enterprise List (3 copies)

OCR-485-LPA – List of Firms Submitting Quotes (3 copies)

SAM.Gov Registration and Unique Entity ID

(Revisions to the Above Will Be Indicated on the Second Sheet of Section 905 as Addenda)

SECTION 901 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

NOTICE TO CONTRACTORS

FOURTH STREET IMPROVEMENTS – PHASE III FEDERAL-AID PROJECT NO. HPP-8750-00(004) LPA / 105845-802000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **DATE**, 2024 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The work shall consist essentially of the following items:

Construction of sidewalk, traffic signal improvements, and lighting. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE

requirements.

The *2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

DATE, 2024
DATE, 2024

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CODE: (SP)

SECTION 904- NOTICE TO BIDDERS NO. 1A LPA

DATE:

SUBJECT: Designated Owner and Engineer

PROJECT: HPP-8750-00(004)LPA/105845-802000

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof, it shall be interpreted to mean the (City of Hattiesburg, Missississippi), the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Chief Engineer, or Engineer it shall be interpreted to mean the (Project Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all railroad agreements, utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocates, railroad agreements and utilities adjustments which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites, railroad facilities, improvements, and asbestos contamination are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 15

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that "the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.”

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|-----|---------------|---|
| 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.” |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1225

CODE: (SP)

DATE: 11/13/2018

SUBJECT: Early Notice to Proceed

Bidders are advised that if an early notice to proceed is allowed by the Department and the Contractor experiences problems or delays between the early notice to proceed date and the original notice to proceed date, this shall not be justification for any monetary compensation or an extension of contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1226

CODE: (IS)

DATE: 11/16/2018

SUBJECT: Material Storage Under Bridges

Bidders are advised that Subsection 106.08 of the Standard Specifications allows the Contractor to store materials and equipment on portions of the right-of-way. However, the Contractor will not be allowed to store or stockpile materials under bridges without written permission from the Project Engineer. The Contractor shall submit a detailed request of all proposed materials to be stored under bridges to the Engineer a minimum of 14 calendar days prior to anticipated storage. This detail shall include, but not limited to, bridge location, material type, material quantity, and duration of storage. The Project Engineer and any other needed Division will review this information and determine whether to grant approval. The Contractor shall not store any material under any bridge without written approval from the Project Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2206

CODE: (IS)

DATE: 01/14/2020

SUBJECT: MASH Compliant Devices

Bidders are hereby advised that compliance associated with the requirements of meeting either the National Cooperative Highway Research Program (NCHRP) Report 350 or the Manual for Assessing Safety Hardware (MASH) for installations of certain traffic control devices and permanent safety hardware devices (guardrails, guardrail terminals, permanent portable barriers, cast-in-place barriers, all other permanent longitudinal barriers, crash cushions, cable barriers, cable barrier terminals, bridge rails, bridge rail transitions, all other terminals, sign supports, and all other breakaway hardware) as listed throughout the Standard Specifications and/or the Standard Drawings, or both, is now replaced with the requirements of meeting the 2016 version of MASH after December 31, 2019. This change applies to new permanent installations and to full replacements of existing installations.

At the preconstruction conference or prior to starting any work on the project, the Contractor shall submit a letter stating that the traffic control devices and permanent safety hardware devices as outlined within the paragraph above that are to be used on the project are certified to meet MASH 2016.

When a MASH 2016-compliant device does not exist for the new permanent installations and/or full replacement installations of permanent safety hardware devices, as listed above, a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. A written request for such instances must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

When a MASH 2016-compliant device does not exist for the temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices), a MASH 2009-compliant or a NCHRP 350-compliant device may be proposed by the Contractor for the project. Temporary work zone traffic control devices (Category 1, Category 2, and Category 3 devices) that are MASH 2009-compliant or NCHRP 350-compliant that have been in use prior to December 31, 2019, and that have a remaining service life may be proposed for use throughout their normal service life on the project by the Contractor. For either of these scenarios for temporary work zone traffic control devices, a written request must be submitted by the Contractor either at the preconstruction conference or prior to starting any work on the project. The Contractor shall submit the following items to the Project Engineer: (1) a detailed list of the proposed devices and locations thereof; and (2) certification letters indicating that the proposed devices are compliant with either MASH 2009 or NCHRP 350.

Work will only be allowed to proceed after the Department has granted written concurrence(s) with the proposed request(s) as listed above.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2273

CODE: (SP)

DATE: 02/12/2020

SUBJECT: Mississippi Special Fuel Tax Law

Bidder's attention is brought to the second paragraph of Subsection 107.02 of the Standard Specifications which states that all Contractors and Subcontractors must comply with all requirements contained in the Mississippi Special Fuel Tax Law, Section 27-55-501, *et seq.* Attached are two Fact Sheets provided by the Mississippi Department of Revenue (MDOR) with additional information.

Gasoline and Dyed Diesel Used for Non-Highway Purposes

Mississippi provides a reduced rate for gasoline and dyed diesel used for non-highway purposes. The reduced rates are 6.44 cents per gallon and 5.75 cents per gallon of gasoline or dyed diesel. These fuels are generally taxed at 18 cents per gallon if for on road use.

Gasoline Used for Non-Highway Purposes

You may be entitled to a refund of 11.56 cents per gallon (making this an equivalent to a tax rate of 6.44 cents per gallon) if you desire to purchase gasoline to be used off road. The gasoline must be used for agricultural, maritime, industrial, manufacturing, domestic or non-highway purposes only.

Examples of non-highway include gasoline used in boats, golf carts, machinery used for manufacturing or farm equipment used exclusively in plowing, planting or harvesting farm products.

Refund Gasoline User

The refund is based on the amount of gallons used. Before a refund is issued, you are required to...

1. Obtain a refund gasoline user's permit and a certificate for refund booklet from the Department of Revenue;
2. Have a storage tank marked "REFUND GASOLINE"; and,
3. Purchase the gasoline from someone who holds a refund gasoline dealer's permit.

No refund will be allowed for gasoline used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts.

Refund Gasoline Dealer

You must obtain a refund gasoline dealer's permit from the Department of Revenue before selling refund gasoline. At no time should the gasoline be delivered to a tank that is not properly marked. The gasoline must be dyed a distinctive mahogany color at the time of delivery.

The Department of Revenue may waive the dye requirement if the dye may cause damage to the equipment. The refund gasoline user is required to obtain the waiver from the Department of Revenue.

Dyed Diesel Used for Non-Highway Purposes

Unlike gasoline, you are not required to apply for a refund if you desire to purchase dyed diesel to be used off road. Mississippi provides a reduced rate of 5.75 cents per gallon on dyed diesel used off road. Diesel used on road is subjected to 18 cents per gallon. Dyed diesel used in motor vehicles owned or operated by a government entity or used in Mississippi government contracts will be subjected to 18 cents per gallon.

Dyed Diesel Used on the Highway

Any person who purchases, receives, acquires or uses dyed diesel for highway use will be liable to pay 18 cents per gallon and subject to a penalty in the amount of \$1000.

Identifying Dyed Diesel

Storage facilities for dyed diesel must be plainly marked "NONHIGHWAY DIESEL FUEL" or "NONHIGHWAY KEROSENE". Retailers are also required to mark all pumps or dispensing equipment.



Special Fuel Used on Government Contracts

State and Local Government Contracts

Special fuel purchased, acquired or used in performing contracts with the State of Mississippi, counties, municipalities or any political subdivision is taxed at a rate of 18 cents per gallon. Special fuel includes but is not limited to the following:

- Dyed diesel fuel;
- Kerosene;
- Undyed diesel fuel; and,
- Fuel oil.

State and local government contracts include construction, reconstruction and maintenance or repairs of projects such as roads, bridges, water systems, sewer systems, buildings, drainage canals and recreational facilities. The Department of Revenue may require contractors to remit the excise tax directly to the state in lieu of paying the tax to a distributor.

Special Fuel Direct Pay Permit

Contractors that remit the excise tax to the state will be issued a Special Fuel Direct Pay Permit. This permit relieves the distributor from collecting the tax and requires the contractor to file a monthly special fuel return. The distributor should include the contractor's permit number on all invoices that are related to tax-free sales.

The contractor is required to furnish a surety or cash bond guaranteeing the payment of the excise tax prior to receiving the Special Fuel Direct Pay Permit. The Department of Revenue may accept a contractors tax bond if the bond covers the excise tax levied on special fuel.

Special Fuel Distributors

If the contractor does not have a Special Fuel Direct Pay Permit, distributors are required to collect the 18 cents excise tax and remit the tax to the Department of Revenue. The additional 12.25 cents levied on special fuel (excluding undyed diesel) should be reported on schedules 5F and 5G of the special fuel return.

Environmental Protection Fee

Special fuel distributors are required to collect the environmental protection fee even if the contractor has a Special Fuel Direct Pay Permit. The fee is levied at 4/10^{ths} of a cent per gallon. The fee is suspended or reinstated when the trust fund has exceeded or fallen below the obligatory balance.

Penalties

Any person who knowingly and willfully purchases untaxed fuel for use in equipment utilized on a road or highway construction site in this state is guilty of a misdemeanor and, upon conviction, shall be fined not less than \$1,000 or more than \$100,000, or imprisoned in the county jail for not more than one year, or both.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2954

CODE: (SP)

DATE: 12/01/2020

SUBJECT: Reflective Sheeting for Signs

Bidders are hereby advised that the retroreflective sign sheeting used for signs on this project shall be as listed below and shall meet the requirements of Subsection 721.06.

Temporary Construction Signs

Temporary traffic control (orange) sign sheeting shall be a minimum Type IX Fluorescent Orange sheeting as shown in Special Provision 907-721.

Permanent Signs

Permanent signs, except signs on traffic signal poles/mast arms, shall be as follows:

- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting, and
- All white, yellow, red, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3875

CODE: (SP)

DATE: 12/15/2021

SUBJECT: ITS General Requirements

For this Notice to Bidders, the “Engineer” shall mean the Project Engineer and/or their designee(s) throughout the rest of this NTB, unless stated otherwise.

Submittals

All submittals covered under this section shall be made electronically to the Project Engineer and to the ITS Engineer, shall clearly state the project name and project number, and should be in as few separate submittals as possible.

All products selected for use on this project shall be in compliance with 2 CFR 200.216, in addition to all other contract requirements as outlined throughout the specifications, special provisions and plans. No telecommunication and video surveillance equipment or services shall be manufactured by the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities.

Product Data. Manufacturers’ product data including specifications/cut-sheets, design guides, installation manuals, operating manuals, and maintenance/service manuals shall be submitted by the Contractor for each component of the ITS system, including but not limited to cabinets, controllers, sensors, conduit, pull boxes, hardware, and all other parts of the system selected for installation.

The complete information for the original product data submittal shall be contained in as few submittals as possible and be in an organized fashion.

The product data submittal shall be accompanied by a specification checklist. At a minimum, this checklist shall clearly state the following:

- 1) The project name and project number
- 2) The date of the submittal
- 3) The pay item number and description
- 4) The part and/or model number, matching the cut-sheet
- 5) The manufacturer
- 6) A Certification Statement that the referenced product is not manufactured by any of the following: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, and any subsidiary or affiliate of these entities. (as per 2 CFR 200.216)
- 7) Every material requirement as stated in in this Notice to Bidders and as outlined elsewhere within this contract.

- 8) A statement of whether the product complies with the requirements set forth in the specifications, special provisions, plans and NTB. If product is not compliant, an explanation of non-compliance shall be provided.

All subsections of a particular section may be omitted if the section heading is included, is indicated to be not applicable, and that it is evident that all subsections being omitted are also not applicable.

It shall be the responsibility of the Contractor to guarantee the accuracy of the checklist.

Other Submittals. The following submittals shall be required:

- 1) Shop Drawings
- 2) Cabinet wiring diagrams with system labeling schedule.
- 3) Site wiring/connection drawings.
- 4) Rack diagrams showing rack mounted equipment.
- 5) All documentation as described in the Project Testing Plan Requirements section below.
- 6) Project Record Drawings:
 - a. The purpose of Project Record Drawings is to provide factual information regarding all aspects of the Work, to enable future service, modifications, and additions to the Work.
 - b. Project Record Drawings are an important element of this Work. Contractor shall accurately maintain Project Record Drawings throughout the course of this project.
 - c. Project Record Drawings shall include documentation of all Work, including the conduit locations, pull box locations, equipment locations, foundation details, setup parameters and wiring and block diagrams.
 - d. Project Record Drawings shall accurately show the physical placement of the following:
 - i. Cabinets, sensors, pull boxes, and other materials installed at each site.
 - ii. Conduit runs and splicing information.
 - e. Project Record Drawings shall show the physical placement of each system component installed during the project at each site. Where the plan details do not depict actual field conditions, the Contractor shall amend the construction plan as required.
- 7) Upon completion of Work, and prior to Final Acceptance, the Contractor shall prepare and submit the final record set of Project Record Drawings. This set shall reflect the installed Work.
- 8) Closeout Submittals - A set of Project Record Drawings shall be provided to the Project Engineer and ITS Engineer for any items that changed or were not previously submitted, including:
 - a. Project Record Drawings
 - b. Product Data
 - c. Installation Manuals
 - d. Operating Manuals
 - e. Maintenance/Service Manuals

As-Built Plans. The Contractor shall provide GPS locations of all pull boxes, splices,

termination equipment cabinets, ITS field locations and all pole locations. The Contractor shall record and submit the sequential footage markers from the fiber optic trunk and drop cables for each GPS location. The Contractor shall provide scanned PDF files of all plan sheets with pen and ink markups. The Contractor shall provide a site location inventory of ITS devices to include manufacturer model, serial numbers, MAC addresses, and IP addresses (as applicable) for all installed devices. All documentation will be due to the Department a minimum of thirty (30) calendar days after the installation.

Additional Quality Assurance Measures

The project shall be constructed in such a manner as to comply with environmental regulations and erosion control as specified in the plans and elsewhere in MDOT standard specifications.

At the completion of the Work, the site shall be cleaned, restored, grassed and otherwise stabilized to a condition consistent with conditions before work began. This work shall be paid for under other items of work.

All disturbed signs, guardrail, markers, fencing, and other roadway appurtenances shall be restored. Disturbed roadway appurtenances that require complete removal and replacement will be identified within the contract and will have separate pay items and quantities set forth for such work.

The Contractor shall clean-up debris caused by Contractor's activities on a daily basis as the work progresses. This work shall be paid for under other items of work.

All work-related accidents shall be reported immediately to the Project Engineer or his/her representative.

Maintenance and Technical Support. The supplier must provide and have a parts support system capable of providing parts for the length of the warranty period.

Project Testing Plan Requirements

The Contractor shall conduct a Project Testing Plan as required below in addition to all other project testing and acceptance procedures required elsewhere in the specifications and Plans. Some specifications contain details regarding the testing for individual device types or attributes, but this section outlines the overall testing plans for the entire project as a whole. The Project Testing Plan shall include a series of tests on all project materials occurring at various stages in the project. All costs associated with the Project Testing Plan shall be absorbed in contract pay items; no separate payment will be made for any testing.

General Requirements. The Contractor is responsible for planning, coordinating, conducting and documenting all aspects of the Project Testing Plan as detailed below and providing all required equipment for the tests. The Engineer reserves the right to attend and observe all tests.

Each test shall be an individual and separate event for each type of test and for each type of equipment as defined elsewhere within this NTB. The Contractor shall follow the testing sequence as described in this NTB and shall perform the required tests on all applicable

devices and infrastructure.

Test procedures shall be submitted and approved for each test as part of the project submittals programs. Test procedures shall include every action necessary to fully demonstrate that the material under test is clearly and definitively in full compliance with all project requirements. Test procedure actions shall cross-reference to the specifications or Plans requirement that is the subject of the test action. Test procedure actions shall cross-reference the applicable sections of the final approved Project Submittal Compliance Form and the submittal materials for the subject of the test action. Test procedures shall contain test setup and block/wiring diagrams showing all materials being tested and all test and measurement equipment, with calibration documentation, and shall contain documentation regarding the equipment configurations and programming. Test procedures shall include checkoff blanks for each project requirement included in that test and shall include forms for the documentation of all measured test results.

No testing shall be scheduled until approval of all project submittals for all materials covered under a given test and approval of the test procedures for the given test has been granted.

Unless otherwise required herein, the Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. Test requests shall include the test to be performed and the material to be tested. The Engineer reserves the right to reschedule tests if needed.

For any series of tests on different installations of a given material (e.g., different sections of cable), the Contractor shall request in writing the Engineer's approval for the first test occurrence of the series a minimum of 14 days prior to the requested test date, regardless of the notification requirements for subsequent test occurrences.

The Contractor shall provide all ancillary equipment, materials, diagnostic and test software, and computers as required in the approved test procedures.

All test results shall be documented in writing by the Contractor in accordance with the test procedure and submitted to the Engineer within seven (7) days of the completion of the test. Any given test session is considered incomplete until the Engineer has approved the documentation for that test session.

The Contractor shall provide test results documentation in electronic format and printed format (3 copies). Electronic formats shall be provided in both PDF and Microsoft Excel or other approved application. Printed copies shall be bound and organized by test, equipment type, and individual unit.

- Two sets are for the Traffic Engineering ITS Department
- One set is for the Engineer

All test results shall be provided in English units of measure.

All test results deemed by the Engineer to be unsatisfactorily completed shall be repeated by the Contractor, following all test requirements as defined elsewhere in this NTB and contract specifications. This shall include a request in writing for the Engineer's approval for the repeated test a minimum of 14 days prior to the requested test date, unless this requirement is waived by the Engineer. In the written request for each test occurrence that is a repeat of a previous test, the Contractor shall summarize the diagnosis and correction of each aspect of the previous test that was deemed unsatisfactory. Any revisions to the test procedures for a repeated test occurrence shall meet all requirements for the original test procedures, including review and approval by the Engineer.

The satisfactory completion of any test shall not relieve the Contractor of his responsibility to provide a completely acceptable and operating system that meets all requirements of this project.

It is possible for the Contractor to schedule multiple test dates and revise the actual test being performed on a particular day if; 1) the Engineer approves of the change, 2) all test scheduling requirements above have still been met for the actual test to be performed on the date, and 3) there is not an unreasonable change of location, time, duration, or requirement of the Engineer.

Factory Acceptance Test (FAT). FATs shall be conducted at the Manufacturer or Contractor's facility or at a facility acceptable to all parties prior to shipping from the factory. The goal of the FAT is to verify that the equipment meets the requirements of the specifications. All equipment to be utilized for this project shall be subject to tests that demonstrate the suitability of the design and manufacturing procedures and compliance with the contract requirements, unless an exception for a specific equipment item is granted by the Engineer. The tests shall be performed on production units identified to be delivered under this Contract. As a minimum, a FAT is required for each of the following project materials:

- Dynamic Message Signs

The FAT testing procedures and results for specifically identified materials shall demonstrate that all testing requirements as outlined within the contract (standard specifications, plans, special provisions, and notice to bidders) are met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the project system.

The Engineer reserves the right to waive FATs which are deemed to be unnecessary and reserves the right to witness all FATs that are determined to be critical to the project. At the Engineer's discretion, the Engineer may be in attendance at the FAT for any units tested. The FAT for the first three (3) units shall be conducted during the same time period and shall be completed before additional units are produced.

The Engineer shall be notified a minimum of 45 calendar days in advance of such tests. Salary and travel expenses of the Engineer and his/her representatives will be the responsibility of the Department. In case of equipment or other failures that make a retest necessary, travel expenses associated with retests for the Engineer and his/her representatives shall be the responsibility of

the Contractor. The travel expenses shall include all costs associated with having a two-person Engineer review team on site, including but not limited to airfare, automobile rental, lodging, and per diem. These costs, excluding airfare, shall not exceed \$500.00 per representative, per day. These costs shall be deducted from the payments due or charged to the withholding account of the Contractor when the project is terminated.

The vendor must complete the FAT on all remaining units on their own and submit documentation to the Engineer that the FATs were completed. The Engineer reserves the right to randomly attend those FAT tests.

No equipment for which a FAT is required shall be shipped to the project site without successful completion of factory acceptance testing as approved by the Engineer and the Engineer's approval to ship.

Bench Test Components (BTC). The Contractor shall perform a complete BTC on the lesser of the full contract quantity of units of equipment and materials or the number of units required as specified in this subsection below. The quantity listed in the subsection below is a "minimum" quantity and the Engineer reserves the right to require testing of additional quantities if the initial testing is not deemed adequate. The Contractor shall provide the testing location and facility, which shall be in Mississippi and within a 25-mile radius of the project limits. The test location must be approved by the Engineer as part of the BTC test procedure submittal.

The BTC shall demonstrate that all equipment and materials are in full compliance with all project requirements and works "out of the box" by visual inspection, setup and operation "on the bench", functional testing of the component including manufacturer's recommended startup diagnostics, and testing prior to any field installation of that equipment or material. Test results documentation shall be provided for each equipment item and material in the full contract quantity; test results documentation shall include the manufacturer's serial number and the project location ID for each item.

As a minimum, a BTC is required for each of the following project materials for quantities as shown.

- Closed Circuit Television Equipment, 4 PTZ units & 6 fixed units
- Dynamic Message Sign, 2 complete units of each type
- Travel Time Signs, 2 compete units
- Network Switches Type A, 4 units
- Network Switches Type B & F, 2 units each
- Network Switches, Type C, D, & E, 1 unit each
- ITS Radar Vehicle Detection Sensors, 6 units
- Highway Advisory Radios, 2 units
- Radio Interconnect System, 4 units of each type
- Bluetooth Detection System, 6 units
- DSRC devices, 6 units
- Roadway Weather Information System, 2 complete units
- Traveler Information Video Kiosk, 2 complete units

- Smart Work Zone System
 - Portable CCTV station, 2 complete units
 - Non-Intrusive Vehicle Detection Devices / Portable Traffic Sensors, 4 complete units
 - Highway Advisory Radio, 2 complete units
 - Portable Changeable Message Signs, 2 complete units
 - Portable Traffic Signal, 2 complete units
- Off-the-shelf and Vendor Software, all necessary
- Equipment Cabinet (Type A), 2 cabinets
- Equipment Cabinet (Type B), 4 cabinets
- Equipment Cabinet (Type C), 2 cabinets

Pre-Installation Tests (PIT). The Contractor shall perform Pre-Installation Tests (PIT) on all device quantities that are not included in the BTC. The Contractor shall provide the testing location and facility, which shall be within a 25-mile radius of the project limits or as approved by the Engineer. The test location must be approved by the Engineer as part of the PIT test procedure submittal. The PIT shall be a shortened version of the BTC to ensure the equipment will power up, operate, and was not damaged during shipment. The Engineer reserves the right to attend any PIT as desired; however, the contractor shall submit documentation of the PITs whether the Engineer is present or not. In addition to these requirements, see the DMS, TTS, and Fiber Optic Cable Special Provisions for more details.

Stand Alone Site Tests (SAT). The Contractor shall perform a complete SAT on all equipment and materials associated with the field device site, including but not limited to electrical service, conduit, pull boxes, communication links infrastructure (fiber, leased copper, wireless), cable, poles, camera lowering devices, device communication cables, cabinet apparatus, etc. The goal of the SAT is to verify that the equipment has been properly installed and commissioned according to the manufacturer requirements. A SAT shall be conducted at every field device site including communications hubs. A SAT shall be conducted for a fully installed and completed control center in the TMC as described in the TMC modification NTB. A SAT shall be conducted for all fiber optic infrastructure.

The SAT shall demonstrate that all equipment and materials are in full compliance with all project requirements, are fully functional as installed, and are in their final configuration. As part of this demonstration, SATs shall include but are not limited to the following:

- A visual inspection of the cabinet and all construction elements at the site to ensure they are compliant with the Specifications and have no physical damage or deformities.
- The inspection of the cabinet at each site shall include the functional test of all cabinet equipment, including circuit breaker, receptacles, fan and thermostat, lights, and door switches.
- Verify that manufacturer documentation for each device is present.
- A measurement of the DC power supply shall be made at the cabinet when it is operating under full load.
- Verify that all equipment has proper power, surge protector, and grounding connections.
- Inspect the integrity of all cable connections and terminations and verify that the cables are

connected and terminated as specified in the Plans.

The SATs for each site type shall include but are not limited to the following:

- *CCTV Stand Alone Site Test:* Shall be conducted at the CCTV Cabinet and shall demonstrate the complete operation of the CCTV, Network Switch, and the link(s) to any devices that are connected to the Power Supply in the CCTV Cabinet. The SAT shall include a 5-minute recording of each PTZ and Fixed camera showing the field of view and video quality. Two copies of the recording shall be provided to the Engineer on USB flash drives. The recording will start at the preset default position(s) and will demonstrate the full zoom capabilities of the cameras, as well as the full range of the pan and tilt functions of PTZ cameras. This recording shall be in a format playable with Windows Media Player or pre-approved by the Engineer.
- *ITS Communications HUT Stand Alone Site Test:* Shall be conducted at the HUT and shall demonstrate the complete operation of all equipment inside the HUT including Network Switches. This also includes visual inspection of the Site elements associated with the HUT.
- *ITS Termination Cabinet Stand Alone Site Test:* Shall be conducted at the termination cabinet and shall demonstrate the complete operation of all equipment inside the cabinet including Network Switches. This also includes visual inspection of the Site elements associated with the termination cabinet.
- *Radio Interconnect System Stand Alone Site Test:* Shall be conducted from the cabinets at both ends of the communications link (even if one end consists of existing equipment) and shall demonstrate that the radios, the antennas, the entire link, the Network Switch, and the transmission of video and/or data are fully operational. See Radio Interconnect Special Provision for more details.
- *Highway Advisory Radio Site Test:* Shall be conducted at the HAR cabinet, antenna, and advisory signs and shall demonstrate complete operation of recordings, transmissions, and remote flashing beacon unit(s). See HAR Special Provision for more details.
- *Fiber Optic Cable Stand Alone Site Test:* Shall be conducted at each Cabinet and at each HUB and shall include both power meter tests and OTDR tests. See Fiber Optic Special Provision for more details.
- *Conduit Detection Wire Stand Alone Site Test:* Shall be conducted at each pull box and shall demonstrate that a continuous run of conduit detection wire was installed between pull boxes, vaults, cabinets, and structures as required.
- *ITS Radar Vehicle Detection Stand Alone Site Test:* Shall be conducted at the IRVD Cabinet and shall demonstrate the complete operation, proper configuration, and verification of detection for each lane of traffic or zone of the IRVD unit(s).
- *BDS Stand Alone Site Test:* Shall be conducted at the Device Cabinet and shall demonstrate the complete operation and proper configuration of the unit(s), verify network connection to the BDS through ping and telnet sessions from a remote PC, and confirm that the system is fully functional by detecting Bluetooth devices at a sample rate approved by the Engineer.
- *RWIS Stand Alone Site Test:* Shall be conducted at the RWIS Cabinet and shall demonstrate the complete operation and proper configuration of the RWIS and shall verify that the remote flashing beacon unit(s) on the warning signs are activated properly as

specified and will de-activate automatically without renewal at preset intervals.

- *SWZ Stand Alone Site Test:* Shall be conducted at each device at its initial location and shall demonstrate the complete operation and proper configuration of the device as described in the Smart Work Zone Special Provision and NTB. At any subsequent locations, at a minimum, a document verifying that the device is configured for the new location shall be submitted to the Engineer.
- *Kiosk Stand Alone Site Test:* Shall be conducted at the device, verify all required video layouts and displays, demonstrate all required software features, and demonstrate the complete operation of the device and Network Switch. Refer to the Traveler Information Video Kiosk specification for more details.

DMS & TTS Stand Alone Site Test: Shall be conducted at the Device Cabinet, verify that all pixels are operational, verify that the sign can be controlled locally through both the serial and Ethernet ports, and demonstrate the complete operation of the device and Network Switch. The signs shall be delivered with and tested using default fonts and sizes that are provided by the MDOT ATMS drivers.

The Contractor shall request in writing the Engineer's approval for each test occurrence a minimum of 14 days prior to the requested test date. The Contractor shall arrange, at no additional expense to the State, the attendance of a qualified technical representative of the equipment manufacturer to attend each test until a minimum of two (2) sites of that type are approved.

Sub-System Test (SST). The Contractor shall perform an SST on each DMS and TTS to verify and document that all remote TTS and DMS functions and alarms are operational from the TMC.

An SST is required for at least ten percent (10%) of each of the following devices being placed for the project, taken by a random sampling: BDS, Network Switch, IRVD, HAR, Radio, CCTV, Video Vehicle Detection, and RWIS including beacons. The SST will require the Contractor to demonstrate and document that all functions and alarms are operational from the TMC.

An SST is required for each Traveler Information Kiosk in the project and will require the Contractor to demonstrate and document the features demonstrated in the Kiosk SAT using remote access from the TMC.

An SST is required for each Smart Work Zone device in the project and will require the Contractor to demonstrate and document the connection between the device and the central data/video collection site. Once a Smart Work Zone device has been verified to be properly configured, working, and communicating at its current location, the device can be utilized without further testing. The Conditional System Acceptance Test, Burn-in period, Final Inspection, or Final System Acceptance is not required for a device being solely utilized as part of the temporary Smart Work Zone System. Devices moved to a new location do require verification that they are still working as intended in the new location.

The Contractor shall coordinate the SST to be performed with the Project Engineer or designee present. The Contractor shall provide an SST plan to the Project Engineer for review and approval a minimum of two weeks in advance of tests being performed.

Conditional System Acceptance Test. The Contractor shall perform a complete conditional system acceptance test on all equipment and materials in the project. The Contractor shall not request the conditional system acceptance test until the SATs have been satisfactorily completed, all as-built documentation has been submitted and approved, and all other project work has been completed to the satisfaction of the Engineer. Prior to a Conditional System Acceptance Test, the Contractor shall provide advance notice of and written test results documenting that the Contractor has performed a dry-run of the conditional system acceptance test. The Engineer reserves the right to attend a dry-run test session.

The Contractor shall coordinate the CSAT with the Engineer. The Contractor shall provide a CSAT plan to the Engineer and be approved a minimum of fourteen (14) calendar days in advance of tests being performed. The CSAT plan shall be inclusive of steps and procedures to be performed and scheduled times to perform test procedures.

The Contractor shall test all project systems simultaneously from the State TMC in a manner equivalent to the normal day-to-day operation of the system. The Conditional System Acceptance Test shall demonstrate that all equipment and materials in the network are in full compliance with all project requirements and fully functional as installed and in final configuration, communicating with and being controlled through the control center at the State TMC. If pre-processing systems (e.g., edge computing) or post-processing systems (e.g., video image processing and analytics, detection in one device triggering an alarm or event in another device, etc.) are present, these shall be tested, verified, and documented as working as intended during the CSAT. Edge computing is where data-handling activities, such as analysis and event-triggering, takes place near the physical location that the data is collected.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend any given Conditional System Acceptance Test.

Upon completion and full approval of the Conditional System Acceptance Test for all equipment in all phases, Conditional System Acceptance will be given and the Burn-in Period will begin.

Burn-In Period. Following the Engineer's written notice of successful completion of the Conditional System Acceptance Test, the entire newly installed system must operate successfully for a **thirty (30) day** burn-in period. The Contractor shall be responsible for the full maintenance of the newly installed equipment during the burn-in period. This maintenance includes all troubleshooting and repairs as well as providing preventive maintenance that meets the equipment manufacturer's recommendations. However, no separate payment will be made during the burn-in period. Successful completion of the burn-in period will occur at the end of **thirty (30) complete days** of operation without a system failure attributable to hardware, software or communications components. Each system failure during the burn-in period will require an additional **thirty (30) days** of successful operation prior to being eligible for Final Acceptance (i.e., if the initial burn-in period is **thirty (30) days** and there are two (2) system failures during this time, the burn-in period would be increased to **ninety (90) days**).

Burn-In General Requirements:

- Determination of a system failure shall be at the sole discretion of the Engineer.
- System failure is defined as a condition under which the system is unable to function as a whole or in significant part to provide the services as designed. While a single component failure will not constitute a system failure, chronic failure of that component or component type may be sufficient to be considered a system failure. Chronic failure of a component or component type is defined as three (3) or more failures for the same component during the burn-in period.
- Components are defined as contract items or major material elements in a contract item. For electrical and electronic contract items, components are defined as the complete assembly of materials that makes up the contract item.
- Specifically exempted as system failures are failures caused by accident, acts of God, or other external forces that are beyond the control of the Contractor. However, failure of the contractor to respond to the repair request for that failure within 24 hours may be considered a system failure.
- The Department will advise the Contractor in writing when it considers that a system failure has occurred or chronic failure exists.
- If multiple system and/or chronic failures continue to occur throughout the burn-in period due to a single component type, the Contractor may be required to replace all units of that component type with a different model or manufacturer.
- The Contractor shall document all failures and subsequent diagnosis and repair. The repair documentation shall include as a minimum:
 - Description of the problem
 - Troubleshooting and diagnosis steps
 - Repairs made
 - List of all equipment and materials changed including serial numbers.
 - Update of the equipment inventory where needed.
 - The Contractor shall provide the repair documentation to the Engineer within two (2) days of completing the repair; failure to provide acceptable documentation as required shall be reason to not approve the repair as complete. The Engineer will provide acceptance or rejection of the repair and documentation within seven (7) days of receiving the repair documentation.
 - The Engineer reserves the right to require, at no additional expense to the State, the presence of a qualified technical representative of the equipment and/or software manufacturers as related to the diagnosis and/or repair of any system failure.
- During the burn-in period, the Contractor shall perform incidental work such as touching up, cleaning of exposed surfaces, leveling and repair of sites, sodding/grassing and other maintenance work as may be deemed necessary by the Engineer to ensure the effectiveness and neat appearance of the work sites.
- During the burn-in period, the Engineer shall maintain a "burn-in period punch list" that contains required Contractor actions but that the Engineer does not define as a system failure. Each burn-in period punch list action item shall be completed by the Contractor to the Engineer's satisfaction within seven (7) days of Contractor notification of the action item.
- During the burn-in period, the Contractor is required to meet the following response times

once notified there is a problem. A response is defined as being on-site to begin diagnosing the problem.

- o Monday thru Friday: The Contractor shall respond no later than 9:00 a.m. the following morning after being notified.
 - o Weekends: If the Contractor is notified on Friday afternoon or during the weekend, the Contractor shall respond by 9:00 a.m. on Monday morning.
- During the burn-in period, the Contractor shall provide all labor, materials, equipment and replacement parts to completely maintain, troubleshoot and repair all items installed under this contract. No separate payment will be made for any labor, materials, equipment, or replacement parts needed during the burn-in period.
- The overall burn-in period will be considered complete upon the successful completion of the burn-in time periods, the Engineer's acceptance of all repairs and repair documentation, completion of all burn-in period punch list actions, and a final inspection as described below.

Contract time will not cease during the burn-in period(s). Contract time for the burn-in period was considered when determining the original contract time.

Final Inspection. Upon successful completion of the burn-in period, the entire project shall be eligible for Final Inspection. The Final Inspection will be conducted provided the burn-in period has demonstrated the entire system is operating successfully. The Final Inspection shall include but is not limited to:

1. monitoring of all system functions at the State TMC to demonstrate the overall system is operational
2. a field visit to each site to ensure all field components are in their correct final configuration
3. verification that all burn-in punch list items have been completed
4. verification that all final cleanup requirements have been completed
5. approval of final as-built documentation

Prior to conducting the Final Inspection, the burn-in period shall demonstrate that all requirements defined in the specifications have been met, including, but not limited to: functional/system performance requirements, electrical requirements, data transmission/communication requirements, safety/password requirements, environmental requirements, and interface requirements with other components of the system.

The Contractor shall request in writing the Engineer's approval to start the Final Inspection a minimum of 14 days prior to the requested start date. The Engineer reserves the right to reschedule the start date if needed. The start date for the Final Inspection cannot be prior to the successful completion of the overall burn-in period.

An unsuccessful or incomplete Final Inspection shall require a new Final Inspection after the Contractor has made the necessary corrections. Up to 14 days shall be allowed for the Engineer to conduct a Final Inspection. The presence of the MDOT ITS Engineer or his/her designee is required during the final inspection.

The Engineer reserves the right to require, at no additional expense to the State, the attendance of a qualified technical representative of the equipment and/or software manufacturers to attend a portion of a Final Inspection.

The Contractor shall be responsible for the full maintenance of all project equipment and materials during the entire time period from the successful completion of the burn-in period until Final System Acceptance is granted.

Final System Acceptance. Upon successful completion of the Final Inspection and all other items of work on the project, the Engineer will grant Final System Acceptance in accordance with Subsection 105.20 of the Standard Specifications.

Beneficial Use of Dynamic Message Signs During Construction. Each DMS shall be roadside controllable (by sign vendor software) within 30 days of attachment to structures (visible to motorists). The Contractor's construction schedule shall clearly identify when installation of the signs over the roadway shall occur, and when roadside control shall be established for each sign. The Contractor shall not install a DMS over the roadway until all ancillary and infrastructure elements, including cabinets, controllers, conduits, cabling, etc. necessary to operate the sign are in place and functional. Once roadside controllable, the Contractor shall display emergency, special event, construction, safety or traveler information messages approved by MDOT, only when requested by MDOT, at no additional cost to MDOT. Normal diagnostic messaging for the purpose of installation and testing shall be determined by the Contractor but shall not be allowed to the extent that excessive power consumption or distraction to motorists occurs as determined by the Engineer. Any beneficial use of the signs to MDOT and the public prior to Final Acceptance does not constitute MDOT acceptance or waive any Contractor testing requirements. The cost that may be incurred by the Contractor to display messages as described above during this construction contract shall be considered incidental and included in the cost of other items.

Warranties

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period of at least one (1) year:

- Radio interconnect system components as listed under SP 907-662-2
- Layer 2, Type A; Layer 3, Type C, Type C4, Type E1, and Type E2 Network Switches; and Network Terminal Server & Network Cellular Modem as listed under SP 907-663-5
- Communication Node Hut & Hut Modifications under SP 907-664-4
- Video Communication Equipment components under SP 907-665-1
- Bluetooth Detection System components under SP 907-666-3
- Roadway Weather Information System & Warning Signs with Flashing Beacon under SP 907-670-3
- Kiosk Monitoring Camera under SP 907-671-1
- Travel Time Sign under SP 907-674-1
- ITS Radar Vehicle Detector under SP 907-641-2
- On Street Video Equipment under SP 907-650-4;
- Highway Advisory System components under SP 907-655-2;
- Dynamic Message Signs under SP 907-656-1.

The following components of the Project shall be warranted against manufacturing defects and workmanship for a period as listed below for each respective item from the date of Final Maintenance Release.

- *Fiber Optic Cable*: Ten (10) year warranty on materials and workmanship
- *Traveler Information Video Kiosk*: Two (2) year extended warranty on materials/hardware
- *TMC Modification*: Two (2) year warranty on hardware and one (1) year warranty on software
- *Type C1, C2, & C3 Network Switches*: Five (5) year warranty on hardware
- *Type D, E, & F Network Switches*: Five (5) year warranty on hardware

The Contractor shall supply the warranties in writing with the Final Maintenance Release date documented on them. These warranties shall cover complete replacement at no charge for the equipment. The Contractor will be responsible for all labor, shipping, insurance and other charges until Final System Acceptance. Equipment covered by the manufacturers' warranties shall have the registration of that component placed in the Department's name prior to Final Inspection. The Contractor is responsible for ensuring that the vendors or manufacturers supplying the components and providing the equipment warranties recognize MDOT as the original purchaser and owner/end user of the components from new.

During the warranty period, the supplier shall repair or replace with new material of equal or greater kind and quality and meeting all of the applicable specifications herein, at no additional cost to the State, any product containing a warranty defect, provided the product is returned postage-paid by the Department to the supplier's factory or authorized warranty site. Products repaired or replaced under warranty by the supplier shall be returned prepaid by the supplier. During the warranty period, technical support shall be available from the Contractor via telephone within four (4) hours of the time a call is made by the Department. If it is deemed necessary by the Engineer, technical support shall be available from factory certified personnel of the supplier via telephone within eight (8) hours of the time of the initial call made by the Department. During the warranty period, updates, patches, performance improvements, and corrections to all software and firmware used during the project shall be made available to the Department by the supplier at no additional cost.

Training

After the Stand Alone Site Tests have been conducted but prior to Conditional System Acceptance, the Contractor shall provide separate training sessions for each subsystem training pay item included in the project. The training sessions may require multiple classes as noted below) and shall accommodate from six (6) to twelve (12) personnel per class. Additional sessions for additional personnel may be required if the make and model of the subject component is not currently in the MDOT system.

The training must include formal classroom and "hands-on" operations training with a complete demonstration of the configuration, operation, and capabilities of each component in the system. The training should also consist of a hands-on demonstration of all software configuration and functionality where applicable. Each training day shall include a mixture of classroom style

training in equipment operations, hands-on operator training using the same models of equipment furnished for the project, and question and answer sessions.

During the burn-in period, the Contractor shall also provide two (2) identical non-consecutive training sessions on the maintenance of the overall system. The training shall be provided for at least ten (10) personnel with individual copies of all training materials provided to each participant. The training must include both classroom style training and hands-on training in the field of the maintenance and troubleshooting procedures required for each component. Additional sessions for additional personnel may be required if the make and model of certain components are not currently in the MDOT system.

Prior to scheduling the training, the Contractor shall submit resume and references of the training instructor(s) to the Engineer for approval. The qualifications of the trainers must meet, at a minimum, the recommended qualifications of the equipment manufacturer with a minimum of four years of experience in training personnel. If qualified personnel are not on the Contractor's staff, a representative of the manufacturer shall provide the training.

The training shall be provided at an agreed upon location. If training requires travel on the part of training instructors, then the cost of travel shall be included.

The Contractor shall provide individual copies of documentation, training, and maintenance materials for each participant. These materials shall include detailed specifications and information pertaining to each device in the system. The documentation shall include details of the technical and operational aspects of the completed system. This shall include operational and maintenance manuals, system diagrams, cabling diagrams and mounting/positioning details. The Contractor shall supply emergency contact information and necessary procedures for obtaining vital replacement parts within a designated, agreed upon time frame.

The Contractor shall submit a detailed Training Plan including course agendas, detailed description of functions to be demonstrated, and a general schedule to the Engineer for approval within 90 days of Contract Notice-to-Proceed. The exact date of the training shall be submitted to the Engineer for approval at least four (4) weeks ahead of the date.

Grounding

The Contractor shall provide a grounding and lightning protection system to protect from electrical power surges caused by lightning or disruptions in the power supply system. Ground rods, ground conductor, lightning collectors and appurtenances shall be as detailed on the plans and as required by these specifications.

General. All non-current carrying metal parts of the site shall be grounded according to NEC specifications. In addition, all non-current carrying metal parts shall have a voltage potential of zero relative to reference ground. This reference ground shall be achieved via the equipment-grounding conductor.

Support cable, metallic cable sheaths, conduit, metal poles, pedestals, and communication building shall be made mechanically and electrically secure and grounded. Bonding and grounding jumpers

shall be properly sized according to the NEC and in no case shall they be smaller than a #6 AWG copper wire. Ground pole-mounted accessories to the pole. Equipment on wood poles shall be grounded.

Permanently ground the poles by bonding the No. 6 AWG solid copper wire to a separate ground rod.

Metal raceways, metal enclosures of electrical devices, lighting fixtures, panelboards, and other non-current carrying metallic parts of equipment shall be securely grounded.

Ground rods shall be installed according to plan details. A length of copper conductor shall be attached to the ground rod, utilizing the specified grounding methods, and connected to the grounding system. Do not ground to a permanent water system instead of the driven ground rod. Ensure that grounding devices conform to the requirements of the NEC and NEMA.

Cabinet Grounding. A single-point grounding system shall be constructed.

All grounds for the cabinet shall be installed on the side of the building that utilities, communication cables, and fiber enter. All earth grounds shall be connected to this point, including the grounding system for Surge Protection Devices (SPD). All connections to SPDs shall be made according to the manufacturer's recommendations.

A single ground bus bar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires and chassis ground wires.

The Contractor shall ensure that communication cables, AC power, emergency generator, and equipment frames are connected by the shortest practical route to the grounding system. The lead lengths from each device to the SPD shall be protected. Electrical continuity of all connections shall be verified. All non-conducting surface coatings shall be removed before each connection is made. Ground conductors shall be downward coursing, vertical, and as short and straight as possible. Sharp bends and multiple bends shall be avoided in grounding conductors.

Surge Suppressor

Surge protection device (SPD) shall be provided to protect electronics from lightning, transient voltage surges, and induced current. All SPDs shall be installed at the top and bottom of each pole to provide reliable lightning protection. SPDs shall be installed on all power, data, video and any other conductive circuit.

SPD for 120 Volt or 120/240 Volt Power. A SPD shall be installed at the utility disconnect to the cabinet. The SPD at the utility disconnect shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

A SPD shall be provided where the supply circuit enters the cabinet. The SPD shall be located on the load side of the main disconnect and ahead of any and all electronic devices and connected in parallel with the AC supply. The SPD in the cabinet shall include L-N, L-G, and N-G protection. The SPD shall meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

The SPD shall have a visual indication system that monitors the weakest link in each mode and shows normal operation or failure status and also provides one set of normally open (NO)/normally closed (NC) Form C contacts for remote alarm monitoring. The enclosure for a SPD shall have a NEMA 4 rating

SPDs for Low-Voltage Power, Control, Data and Signal Systems. A specialized SPD shall be installed on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. These devices shall comply with recommendations from the device manufacturer.

SPD at Point of Use. A SPD shall be installed at the point the ITS devices receive 120 volt power and connected in series with the circuits. SPDs shall be selected and installed according to recommendation from the device manufacturer. The units shall be rated at 15 or 20 amps load and configured with receptacles. These units shall have internal fuse protection and provide common mode (L+N-G) protection.

SPDs shall meet the requirements of UL 497B or UL 497C, as applicable, and are listed by a NRTL.

Solar Power Systems

The Contractor shall provide a solar power system meeting the following requirements:

1. The supplier shall provide documentation specifying approximate daily power generation, power consumption, storage capacity, and charge rates representing an optimal power source to the satisfaction and approval of the Project Engineer.
2. Shall include a solar controller with automatic battery temperature compensation and automatic charging circuitry to prevent overcharging.
3. The battery back-up system chargers shall meet all specified requirements while operating between -40 °C to +74 °C (-40 °F to +165 °F), and 95% relative humidity.
4. Shall include metering for voltage and charging current.
5. Solar panels shall be Jet Propulsion Laboratory Block-5 tested and approved.
6. Solar panels shall be compliant with IEC 61215 and IEEE 1262.
7. Solar panels shall be break-resistant and sealed.
8. Battery shall be maintenance-free, sealed, gel-cell.
9. The Contractor shall test the battery for faulty irregularities and provide documentation to the Project Engineer stating the battery's voltage, and resistance. The battery voltage and resistance shall meet the manufacturer's specifications.

The Solar Power Systems for each site type shall include but are not limited to the following:

- *HAR Flashing Beacons:*
 1. A performance design study shall be conducted and submitted for approval for the proposed solar power system. The solar power system shall be designed on the performance design study.
 2. The solar system shall, at a minimum, operate the flashing beacons continuously at

- full power for at least three (3) days with no sunlight. This must be accomplished without an auxiliary generator or AC power connection.
3. Solar panels shall have a power rating of 80-watts.
 4. The Solar power system shall include a separate aluminum NEMA 3R enclosure to house the battery. This enclosure shall be designed to provide protection from rain, sleet, snow and corrosion.
 - a. The enclosure shall be constructed from 0.125" thick aluminum alloy type 5052- H32.
 - b. The enclosure shall be lockable.
 - c. The enclosure door shall include a EDPM rubber or equivalent closed-cell gasket
- *Type A BDS:*
 1. All solar panels shall be in accordance with UL1703, or equivalent.
 2. The solar cell shall have a minimum power capacity of 30 watts.
 3. The battery shall provide sufficient power for all BDS component operation for a minimum of 168 hours (7 days).
 4. Should solar power be specified with the Type A BDS, the NEMA 4 enclosure shall be sized appropriately for the solar power components.

Performance Design Study. A performance design study shall be conducted where required before the installation of a Solar Power System. The performance design study shall include, but is not limited to:

1. The daily Solar Insulation data averaged on a monthly basis.
2. The correct Tilt Angle for the solar array.
3. The daily Array Output, in Amp-Hours, averaged on a monthly basis.
4. The total Daily Load requirement, in Amp Hours, averaged on a monthly basis.
5. A monthly Loss of Load Probability (LOLP) of the designed power supply.
6. The number of Battery Reserve Days, averaged on a monthly basis.
7. The monthly Average Battery State of Charge.
8. The statistical Interval to Loss of Load, in years.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4113

CODE: (SP)

DATE: 03/23/2022

SUBJECT: Unique Entity ID (SAM) Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (<http://sam.gov>) at all times during this project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are also advised that prior to the award of this contract, they MUST be registered, active, and have no active exclusions in the System for Award Management.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 4303

CODE: (SP)

DATE: 02/07/2013

SUBJECT: Add Option Bidding

Bidders are hereby advised that this project contains Add Option items that will be used to determine the low bidder. Bidders are required to bid the base items (Roadway and/or Bridge Items) and **ALL** Add Options. All options are of the same priority.

Prices for all Add Option items will be added to the base items and the project will be awarded to the bidder that has the lowest total bid (base plus all Add Options) for the project. After the project has been awarded to the lowest bidder and prior to the execution of the contract, the LPA Official will select which, if any, Add Options will be deleted from the contract.

Plan sheets and bid items associated with add options that are not selected should be removed and/or disregarded as part of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4702

CODE: (SP)

DATE: 11/22/2022

SUBJECT: App for Traffic Control Reports

Bidders are advised that the Department has created a smart phone App for completing and submitting traffic control reports (Form CSD-762) required on this project. The Contractor who monitors traffic control activities and completes traffic control reports will be required to download and use this App when completing and submitting traffic control reports. The reports will then be readily available to all persons who need access to the forms. The App is free and is available for downloading at the following location.

<https://extacctmgmt.mdod.state.ms.us/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5551

CODE: (SP)

DATE: 12/06/2023

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

https://ops.fhwa.dot.gov/freight/publications/brdg_frm_wghts/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 5605 LPA

DATE: **01/12/2024**

The goal is 2% percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs.

LPA Projects: Delete entire Pre-Bid Meeting Section on page 2.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 5605

CODE: (IS)

DATE: 01/12/2024

SUBJECT: Disadvantaged Business Enterprises in Federal-Aid Highway Construction

DEFINITIONS

For purposes of this provision, the following definitions will apply:

“DOT” means the United States Department of Transportation.

“DBE” means disadvantaged business enterprise.

“MDOT” means the Mississippi Department of Transportation.

“DBE Program” means MDOT’s DBE Program.

This Contract is subject to the “Moving Ahead for Progress in the 21st Century Act (Map-21)” and applicable requirements of 49 C.F.R. part 26. Portions of the Act are set forth in this Notice as applicable to compliance by the contractor and all of the Act, and MDOT’s DBE Program, is incorporated by reference herein.

MDOT has developed a Disadvantaged Business Enterprise Program (“DBE Program”) that is applicable to this Contract and is made a part thereof by reference.

Copies of the DBE Program Manual may be obtained from:

Office of Civil Rights
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

or can be found on MDOT’s website at www.mdot.ms.gov under the Business Center under Civil Rights tab.

POLICY

It is the policy of MDOT to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve the amount of participation that would be obtained in a non-discriminatory marketplace. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, or national origin.

DBE DIRECTORY

A list of certified DBE contractors can be found on MDOT's website at www.mdot.ms.gov under the Business Center and Project Letting tab. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

PRE-BID MEETING

A pre-bid meeting for monthly lettings will be held either in the Commission Room on the 1st floor of MDOT's Administration Building, 401 N. West St., Jackson, MS 39201, or via a teleconference source, at 2:00 p.m. on the Monday immediately preceding the fourth Tuesday. No pre-bid meeting is required for emergency lettings.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith efforts to meet the contract goal.

AWARD

Award of this Contract to the lowest bidder will be contingent upon the following conditions:

1. Concurrence with the Federal Highway Administration, when applicable.
2. All bidders must submit to the Office of Civil Rights Form OCR-481 no later than the 3rd business day after opening of the bids to satisfy MDOT or have documented in the bid package that adequate good faith efforts have been made to meet the Contract goal. For any questions regarding Form OCR-481, contact the Office of Civil Rights at 601.359.7466.
3. Bidders must include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. The OCR-485 information must be signed and included with the bid proposal. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.

Prior to the start of any Contract work, the bidder must notify the Project Engineer, in writing, of the designated "DBE Liaison Officer" for the project. This notification must be posted on the bulletin board at the project site.

DBE REPORTS

1. OCR-481 is available on MDOT's website at www.mdot.ms.gov under the Civil Rights tab, or by calling 601.359.7466. This form must contain:
 - a. The name and address of each certified DBE contractor and/or supplier; and
 - b. The Reference Number, percent of work to be completed by the DBE subcontractor, and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item, including quantities and unit price, must be attached

detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

2. OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the prime contractor will submit to the Project Engineer Form OCR-482. In this form, the contractor must certify the total amount paid to all DBE contractors/suppliers over the life of the Contract. The Project Engineer will submit the completed Form OCR-482 to the DBE Coordinator in the MDOT Office of Civil Rights. Final acceptance of the project is dependent upon MDOT's Contract Administration Division's receipt of the completed and approved Form OCR-482 as received from the Office of Civil Rights.
3. OCR-483: The Project Engineer or Inspector will complete Form OCR-483, the Commercially Useful Function Performance Report, in accordance with MDOT S.O.P. No. OCR-03-05-02-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a commercially useful function. The prime contractor is expected to take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or sanctions imposed if it is determined that the DBE firm is not performing a commercially useful function. This form is to be completed and submitted to the DBE Coordinator in the Office of Civil Rights.
4. OCR-484: Each month, the prime contractor will submit to the Project Engineer OCR-484, which certifies payments to all subcontractors and lists all firms to reflect payments made during the estimate period. The prime contractor will submit this form even if they have not paid any money to a firm during the estimate period. The Project Engineer will attach the form to the monthly estimate before forwarding it to MDOT's Contract Administration Division for further processing. Failure of the contractor to submit the OCR-484 form will result in the estimate not being processed and paid.
5. OCR-485: ALL BIDDERS must submit the signed Form OCR-485 with bid proposals of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included and signed as part of the bid proposal, the bid will be deemed irregular.
6. OCR-487: The OCR-487 is only used by prime contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The lowest bidder must submit this form to MDOT's Office of Civil Rights with the OCR-481 form. It may also be submitted with the Permission to Subcontract Forms (CAD-720, CAD-725, and CAD-521).

DBE forms may be obtained from the Office of Civil Rights at the MDOT Administration Building, 401 N. West St., Jackson, MS, or at www.mdot.ms.gov under the Civil Rights tab.

CONTRACTOR ASSURANCES

Each contract that MDOT signs with a contractor, and each subcontract that the prime contractor signs with a sub-contractor, must contain the following assurance set forth in 49 C.F.R. § 26.13:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry

out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MDOT deems appropriate.

CONTRACTOR'S OBLIGATION

The contractor and all subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this Contract and shall not discriminate on the basis of race, color, sex, or national origin. Failure on the part of the contractor to carry out the DBE requirements of the Contract constitutes a material breach of contract and, after proper notification, MDOT may terminate the Contract or take other appropriate action as determined by MDOT.

When a contract has a zero (0) percent goal, the contractor must take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the Contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and MDOT will receive DBE credit towards the overall State goal when the DBE firm is paid for their work. If the prime contractor is a certified DBE firm, MDOT can receive DBE credit only for the work performed by the prime contractor's work force or any work subcontracted to another DBE firm. Work performed by a non-DBE subcontractor is not eligible for DBE credit.

CONTRACT GOAL

The goal for participation by DBEs is established for the Contract in the attached Supplement. The contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the Contract goal.

If the Contract goal established by MDOT is one (1) percent or greater, it must be met to fulfill the terms of the Contract. The contractor may list DBE subcontractors and items that exceed MDOT's Contract goal, but should any unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the contractor will meet the terms of the Contract as long as it meets or exceeds MDOT's Contract goal.

All Bidders shall submit to the Office of Civil Rights Form OCR-481, signed by the prime contractor and the DBE subcontractors, no later than the third business day after opening of the bids. Please refer to the "DBE Reports" section of this Notice to Bidders for what information must be contained in the OCR-481 Form.

If the DBE commitment shown on the last bid sheet of the proposal does not equal or exceed the Contract goal, the bidder must submit to MDOT's Contract Administration Division information that shows that adequate good faith efforts have been made to meet the Contract goal. This information must be submitted to MDOT prior to bid opening.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts submitted to MDOT's Contract Administration Division prior to bid opening shall be just cause for rejection of the

proposal. Award may then be made to the next lowest responsive bidder, or the project may be re-advertised. For MDOT's reconsideration process, please see MDOT's DBE Manual.

GOOD FAITH EFFORTS AT THE TIME OF THE BIDDING

For the purposes of the DBE Program, Good Faith Effort means to have made every reasonable effort using, at a minimum, the guidelines outlined below, and any other steps deemed appropriate to initially find and/or replace a DBE to meet the established DBE Goal assigned to a project. Additional guidance can be found in Appendix A to 49 C.F.R. § 26.53(a).

The following factors are illustrative of matters that MDOT will consider in judging whether the bidder has made adequate good faith efforts to satisfy the Contract goal.

1. Whether the bidder attended the pre-bid meeting that was scheduled by MDOT to inform DBEs of subcontracting opportunities;
2. Whether the bidder reached out to the MDOT Office of Civil Rights for assistance;
3. Whether the bidder advertised in general circulation, trade association, and minority-focused media concerning the subcontracting opportunities;
4. Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the Contract is being solicited;
5. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
6. Whether the bidder selected portions of the work of the work to be performed by DBEs in order to increase the likelihood of meeting the Contract goal;
7. Whether the bidder provided interested DBEs with adequate information about the plans, specifications, and requirements of the Contract;
8. Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities;
9. Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance;
10. Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the Contract;
11. Whether the bidder has a statement of why an agreement was not reached; and
12. Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the Contract.

The bidder's execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of 49 C.F.R. part 26 that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

In determining whether a bidder made good faith efforts, MDOT will:

1. Scrutinize the documented efforts of the bidder;
2. Review the performance of other bidders in meeting the Contract goal;
3. Require the bidder to submit copies of each DBE and non-DBE subcontractor's quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the Contract to review whether DBE prices were substantially higher; and
4. Contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime contractor.
5. MDOT will not consider standardized (i.e., bulk or generic) mailings to DBEs requesting bids as sufficient to satisfy good faith efforts.
6. MDOT will also not consider a promise to use DBEs after Contract award as responsive to Contract solicitation, nor will it constitute adequate good faith efforts.

GOOD FAITH EFFORTS DURING THE CONTRACT

If a DBE subcontractor cannot perform satisfactorily, or at all, and this causes the OCR-481 commitment to fall below the Contract goal, the contractor must take all necessary and reasonable steps to replace the DBE with another certified DBE subcontractor or submit information to satisfy a good faith effort to MDOT. Contractor must notify the Office of Civil Rights immediately upon determination that the goal may not be achieved.

Information to be submitted to satisfy MDOT may include:

1. Did the prime contractor look at other areas of the Contract to subcontract out to DBEs?
2. Did the prime contractor look for new DBE firms to perform the same line of work?
3. Did the prime contractor identify other DBEs used in the performance of the Contract but that were not reported to MDOT?
4. Did the prime contractor select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals would be achieved?
5. Did the prime contractor provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner?
6. Did the prime contractor negotiate in good faith with interested DBEs?
7. Did the prime contractor use good business judgment such as taking into consideration the DBE firm's price and capabilities as compared to non-DBE firms?
8. Did the bidder reject the DBEs as being unqualified without sound reasons?
9. Did the prime contractor make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or the prime contractor?
10. Did the prime contractor effectively use the services of available the agency's DBE Supportive Services provider or other available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs?

When a contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the contractor must obtain a release, in writing, from the named DBE explaining

why the DBE subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the contractor's written request to substitute/replace/terminate along with an appropriate Subcontract Forms for the substituted/replaced/terminated subcontractor, all of which must be submitted to the Project Engineer for forwarding to the Office of Civil Rights DBE Coordinator for review and approval actions. The replacement DBE must be a DBE who was on MDOT's list of "Certified DBE Contractors" when the job was let, and who is still active.

Under no circumstances may the prime contractor or a subcontractor perform the DBE's work without prior written approval from MDOT.

PARTICIPATION/DBE CREDIT

Participation shall be counted toward meeting the goal in this Contract as follows:

1. If the prime contractor is a certified DBE firm, only the value of the work actually performed by the DBE prime contractor can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
2. If the contractor is not a DBE, the work subcontracted to a certified DBE contractor will be counted toward the goal.
3. The contractor may count a portion of the total dollar value of a contract with a joint venture eligible under the standards of the provision equal to the percentage of the DBE partner in the joint venture towards the Contract goal.
4. Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
5. The contractor may count one hundred (100) percent of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The contractor may count sixty (60) percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within thirty (30) days after receipt of the materials, the contractor shall furnish to the Project Engineer invoices from the certified supplier whereby the DBE goal can be verified by MDOT's DBE Coordinator.
6. Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
7. Only the dollars actually paid to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

SANCTIONS

If the prime Contractor fails to fulfill the contract DBE goal commitments on the OCR-481 forms, including administrative errors, and/or is found to have taken actions that are not in compliance

with the MDOT DBE Program and 49 CFR Part 26 , MDOT has the option to enforce any or all combination(s) of the following penalties:

1. Disallowing credit to go towards the DBE goal;
2. Withholding progress estimate payments;
3. Deducting from the final estimate or recovering an amount equal to the unmet portion of the DBE goal, which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation, as determined by MDOT:

1st Offense	10% of unmet portion of goal	or	\$7,500 lump sum payment	or	Both
2nd Offense	20% of unmet portion of goal	or	\$15,000 lump sum payment	or	Both
3rd Offense	40% of unmet portion of goal	or	\$25,000 lump sum payment	or	\$25,000 lump sum payment and debarment

4. MDOT may debar the contractor from bidding on MDOT’s federally funded projects for a period of up to twelve (12) months after notification by certified mail.

If the DBE goal is not met due to an administrative error by the contractor, MDOT has the discretion to assess a percentage of the unmet portion of the goal or any combination of the above as sanctions, in an amount that is deemed appropriate by MDOT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5750

CODE: (SP)

DATE: 03/19/2024

SUBJECT: Manual on Uniform Traffic Control Devices (MUTCD)

Bidders are advised that any reference to the current edition of the MUTCD or the latest edition of the MUTCD within plans, proposal, or standard specifications means the 2009 Edition and the 3 Revisions thereto.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 5866 LPA

CODE: (SP)

| DATE: 10/28/2015

SUBJECT: Payroll Requirements

Bidders are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, LPA-880, LPA-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, LPA-880 is required each week the Contractor or a Subcontractor performs work on the project.

| When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit LPA-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a weekly manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Bidders are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 6000 LPA

CODE: (SP)

DATE: July 15, 2019

SUBJECT: Traffic Control Personnel Requirements

Bidders are hereby advised that the Contractor's Traffic Control Supervisor, and the LPA's person (LPA staff, or CE&I Consultant) in responsible charge of the traffic control on the project submit to the training requirements set forth in section **618.01.2** of the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7011

CODE: (SP)

DATE: 5/14/2021

SUBJECT: Contract Time

PROJECT: _____

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.

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 one to six, 3 typ. 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 one to six, 3 typ. 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.

of working days Working Days have been allowed for the completion of work for the base phase of on this project.

A Preconstruction Conference as required by Subsection 108.03.2 should be held prior to commencement of any field work by the Contractor.

Any fabrication of needed materials can begin after the contract has been executed and submittals are approved.

Bidders are advised that if add options are present on the Progress Schedule provided within the Contract Documents, that careful consideration be given to the time associated with each add option. If any add options are selected by the LPA to be part of this project the time associated with the add option will be added to the project's contract time. The Contractor will be notified in writing the total Contract time at the time of the project award.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 7200

DATE: 10/20/2017

SUBJECT: Specialty Items

PROJECT: HPP-8750-00(004)LPA / 105845-802000 -- Forrest County

Pursuant to the provisions of Section 108, the following work items are hereby designated as “Specialty Items” for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

Category: Construction Staking

<u>Pay Item</u>	<u>Description</u>
699-A001	Roadway Construction Stakes

Category: Concrete

<u>Pay Item</u>	<u>Description</u>
907-608-D001	Colored Concrete Sidewalk, Scoring Pattern
907-608-D002	Stamped and Colored Concrete Sidewalk, Brick Pattern, Driveway
907-608-D002	Stamped and Colored Concrete Sidewalk, Brick Pattern
907-809-A001	Retaining Wall System

Category: Electrical

<u>Pay Item</u>	<u>Description</u>
907-632-C001	Modify Existing Traffic Signal Cabinet Assembly
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft
907-634-C001	Pole Foundations, Class “B” Concrete
635-A076	Traffic Signal Head, Type 6
907-645-B001	Accessible Pedestrian Detection Assembly
682-F001	Secondary Power Controller
L00016: 683-B500	Lighting Assembly, Low Mast, LED Type
907-684-PP001	Pole Foundation, Per Plans

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 8500 LPA

CODE: (SP)

DATE: 12/18/2020

SUBJECT: Allowable Density Deviations on Non-Roadway Facilities

Bidders are advised that the Engineer may, at his discretion, allow minor deviations in density requirements, not more than five percent (5%), from the specified test values per the following equation:

$$\text{Minimum allowable density} = \text{specified minimum density} - \text{allowable deviation}$$

As an example, a new asphalt bike trail with a specified minimum asphalt density of 93% of maximum density and an allowed deviation of 5%, the in-place density at full pay could be 88% of maximum density.

This deviation shall only be allowed for items of work characterized as pedestrian facilities, such as Pedestrian Pathways, Bike Trails, and Multi-use Pathways, which are not part of the roadway structure.

Before allowable deviations are accepted, the Contractor shall have demonstrated during performance of the work and documented prior to payment of each monthly estimate for the work, good faith efforts to meet the original contract requirements. This documentation shall be presented in a manner acceptable to the Engineer. Any such acceptance will not relieve the Contractor from responsibility for maintenance of the work, until the release of maintenance.

If the deviation in density from the specified test values for the work exceeds five percent (5%), the work shall be removed and replaced by the Contractor at no expense to the LPA, their Consultant, MDOT, or FHWA.

"General Decision Number: MS20240131 02/23/2024

Superseded General Decision Number: MS20230131

State: Mississippi

Construction Type: Highway

County: Forrest County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024

* ELEC0903-006 12/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.75	7.27+12.5%

* SUMS2010-054 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54 **	1.63
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.55 **	0.00
INSTALLER - SIGN.....	\$ 12.19 **	0.00
INSTALLER: Guardrail.....	\$ 12.39 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.44 **	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading.....	\$ 10.34 **	0.00
LABORER: Flagger.....	\$ 11.42 **	0.00
LABORER: Grade Checker.....	\$ 14.82 **	0.00
LABORER: Luteman.....	\$ 12.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.57 **	0.00
LABORER: Pipelayer.....	\$ 14.50 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.17 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 14.71 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.20 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 11.86 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.94 **	0.00
OPERATOR: Bulldozer.....	\$ 13.99 **	0.00
OPERATOR: Concrete Saw.....	\$ 13.93 **	0.00
OPERATOR: Crane.....	\$ 14.80 **	0.00
OPERATOR: Distributor.....	\$ 11.46 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.09 **	0.00
OPERATOR: Loader.....	\$ 13.99 **	0.00

OPERATOR: Mechanic.....	\$ 13.00 **	0.00
OPERATOR: Milling Machine.....	\$ 16.96 **	0.00
OPERATOR: Oiler.....	\$ 12.22 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 11.56 **	0.00
OPERATOR: Roller (All Types)....	\$ 12.17 **	0.00
OPERATOR: Scraper.....	\$ 14.00 **	0.00
OPERATOR: Tractor.....	\$ 12.00 **	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 11.56 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.72 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 14.18 **	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.31 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 17.08 **	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.58 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 14.36 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SUPPLEMENT TO FORM FHWA-1273

DATE: 10/06/2023

SUBJECT: Federal Contract Provisions for Subcontracts

Federal Contract Provisions for Subcontracts

All subcontracts shall be in writing and contain all pertinent provisions and requirements of the prime contract.

Each “Request for Permission to Subcontract” (Mississippi Department of Transportation LPA Form RSP-1) shall include a copy of the subcontract. The federal contract provisions (FHWA-1273, SUPPLEMENT TO FORM FHWA-1273, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246), DAVIS-BACON AND RELATED ACT PROVISIONS (WAGE RATES)) must be physically incorporated as part of the subcontract. A completed Mississippi Department of Transportation LPA Form NRAA-1 and LPA Form SCC-1 must be attached to the LPA Form RSP-1.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier 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 contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) 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, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) 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 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. 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 and/or debarment.

c. 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 by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not 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 lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
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SHSA Cities:

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3

SMSA Counties:

Desoto -----	32.3
Hancock, Harrison, Stone-----	19.2
Hinds, Rankin-----	30.3
Jackson -----	16.9

Non-SMSA Counties:

George, Greene-----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	27.7
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Adams, Amite, Wilkinson -----	30.4
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

(12/04/2018)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-1

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Definitions and Terms

Section 101, Definitions and Terms, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-101.01--Abbreviations. After the abbreviation API on page 1, add the following.

APL Approved Products List

Replace the abbreviation for AWPAA on page 1 with the following.

AWPA American Wood Protection Association

907-101.02--Definitions. Delete the sentence after the list of holidays in Subsection 101.02 on page 6 under **holidays, legal**, and substitute the following.

When a legal holiday falls on a Saturday or Sunday, the succeeding Monday, or as proclaimed by the Governor, will be observed as a legal holiday.

Delete the definition for Notice to Proceed in Subsection 101.02 on page 8, and substitute the following.

Notice to Proceed - Written notice to the Contractor to proceed with the contract work.

Delete the definition for “Plans” in Subsection 101.02 on page 8, and substitute the following.

plans - The approved plans, profiles, typical cross-sections, working drawings and supplemental drawings, or exact reproduction thereof, that show the location, character, dimensions, and details of the work to be done. The plans may also include electronic files, referred to on the plans as Electronic Files Identified as Plans, which may include engineering models, spreadsheets, CADD files or other electronic files used to convey design intent. When the contract does not have an official set of plans, reference to the plans shall mean the contract documents.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-4 LPA

CODE: (SP)

DATE: 06/30/2017

SUBJECT: Bidding Requirements and Conditions

Subsection 102.06--Preparation of Proposal. Delete the first, second, third and fourth paragraphs of Subsection 102.06 on page 15 and substitute the following:

The bidder's complete original proposal shall be submitted upon the forms furnished by the Department and shall enter in a unit price and extension in the appropriate columns for each bid item exclusive of those items for which a fixed contract unit price and the extension are shown. Lump sum bid items are to be bid as an item total only since a unit price is not required. The bidder shall also enter where indicated the subtotal amount for each of the various divisions and the total amount of the proposal which shall also include the extensions of the items with a fixed contract unit price. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected. All figures shall be in ink or typed.

Delete the first sentence of the ninth paragraph and add the following:

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State.

Subsection 102.08--Proposal Guaranty. Delete the two paragraphs in Subsection 102.08 on page 17 and substitute the following:

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the LPA listed in the contract, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 103.05.1, 103.05.2, and as required by law.

If a bid bond is offered as guaranty, the bond must be on a form approved by the Chief LPA Official, made by a Surety acceptable to the Chief LPA Official and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the Bidder. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 103.05.2 as applicable.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 07/20/2023

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-2

CODE: (IS)

DATE: 09/24/2024

SUBJECT: Control of Materials

Section 106, Control of Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 106.13 on page 47, add the following.

907-106.14--Buy America Materials Sourcing Requirements for Federal-Aid Projects. The “Infrastructure Investment and Jobs Act” (the “Act”), or Bipartisan Infrastructure Law (BIL), was enacted on November 15, 2021 (See Public Law No. 117-58, Sections 70901-70953). The Buy America provisions of the Act expand the previous Buy America requirements beyond what is currently required for steel and iron products.

Any steel and iron materials per Subsection 700.01 or construction materials per Subsection 907-700.01.1, that are used for a Federal-Aid highway construction project, shall be domestically manufactured (as further described in Subsection 700.01) and compliant with current requirements of the Act, as implemented in [2 CFR 184](#), [2 CFR 200.322](#), and [OMB 24-02 Memo and related requirements therein](#).

As determined by the Department within the contract prior to award, all products and/or materials will only be classified under one of the following categories: Steel and Iron, Manufactured Products, and Construction Materials. It is the Prime Contractor’s responsibility to ensure all submittals required for Buy America are submitted to the Project Engineer prior to the products and/or materials being incorporated into the work.

The following items require Buy America Certification on Federal-Aid projects:

- (a) Steel and Iron
- (b) Construction Materials

A list of items that require Buy America Certification may be viewed at www.goMDOT.com under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

Items classified as a Manufactured Product that do not include steel and iron components do not require a Buy America Certification on a Federal-Aid project. Manufactured Products are currently exempted under the 1983 waiver from FHWA. Manufactured Products are determined by the Department’s Materials Division.

To be considered a Manufactured Product, an item shall meet one of the following requirements:

- (a) The item consists of two or more of the listed construction materials that have been combined through a manufacturing process.
- (b) The item consists of at least one of the listed construction materials that has been combined through a manufacturing process with a material that is not listed as a construction material.

Buy America provisions do not apply to temporarily used items that (1) are specified to be removed at the end of the project per the contract provisions or (2) are specified to remain in place per the contract provisions and are also documented by the Department in the contract provisions to be removed in a subsequent imminent, near-term phased project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-4

CODE: (SP)

DATE: 10/07/2020

SUBJECT: Subletting of Contract

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. Delete the third sentence of the tenth paragraph of Subsection 108.01.1 on the bottom of page 72.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 11/14/2023

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1

CODE: (SP)

DATE: 10/13/2021

SUBJECT: Silt Fence

Section 234, Silt Fence, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.02--Materials. Delete the first paragraph of Subsection 234.02 on page 181, and substitute the following.

Materials used in silt fence and super silt fence may be accepted by certification per Subsection 700.05.1. Geotextile fabric, posts, staples and woven wire backing, when required, shall meet the requirements of Subsection 714.13.

907-234.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 183.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-2

CODE: (IS)

DATE: 11/12/2019

SUBJECT: Detectable Warning Panels

Section 608, Concrete Sidewalks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as hereby amended as follows.

907-608.02--Materials. Delete the fourth paragraph of Subsection 608.02 on page 414, and substitute the following.

Detectable warning panels for Americans with Disabilities Act (ADA) compliance shall meet the requirements of the plans, standard specifications, contract documents, and AASHTO M 333. The panels shall be precast, modular, or prefabricated.

907-608.04--Method of Measurement. Delete the first paragraph of Subsection 608.04 on page 416, and substitute the following.

Concrete sidewalks of the type specified will be measured for payment by the square yard. Transition slopes, turning space, and ramps necessary for detectable warning panels will be measured as concrete sidewalk.

907-608.05--Basis of Payment. Add the following to the list of pay items in Subsection 608.05 on page 416.

907-608-C: Detectable Warning Panels

per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-12

CODE: (SP)

DATE: 05/03/2024

SUBJECT: Traffic Control Management

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.01--Description.

907-618.01.2--Traffic Control Management. Delete subparagraph (g) of Subsection 618.01.2 on page 441, and substitute the following.

- g) Perform a minimum of once-a-week inspections from the Notice to Proceed until a Partial or Final Maintenance Release is obtained. Once work begins, daily daytime inspections and weekly nighttime inspections are required on projects with predominantly daytime work, and daily nighttime inspections and weekly daytime inspections are required on projects with predominantly nighttime work. Weekly inspections will be allowed for periods outside of active construction. When lane closures are present or any non-fixed signs or traffic handling devices such as cones or barrels are in place, inspections shall be performed daily whether work is being performed or not.

907-618.05--Basis of Payment. Delete pay item 618-A on page 449 and substitute the following.

907-618-A: Maintenance of Traffic

- lump sum

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-632-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Traffic Signal Cabinet Assemblies

Section 632, Traffic Signal Cabinet Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 632 on pages 517 thru 538, and substitute the following.

SECTION 907-632 - TRAFFIC SIGNAL CABINET ASSEMBLIES

907-632.01--Description. This work consists of furnishing, assembling, configuring and installing all component materials and software required to form completed traffic signal controller assemblies, closed loop master controller assemblies and signal system installation of the types specified, in conformity with these specifications, to ensure fully operational traffic signal installations as shown on the plans.

907-632.02--Materials.

907-632.02.1--Cabinet Assembly. Cabinet Assemblies shall meet the NEMA 3R requirements and be constructed principally of 0.125-inch thick, 5052-H32 aluminum. The aluminum shall have a mill finish per NEMA TS 2 7.7.3. Intermittent welds may be used for construction and any unwelded cabinet seams shall be sealed with clear RTV silicone. All external fasteners shall be stainless steel and no holes will be allowed in top of cabinet.

The door handles shall be stainless steel or cast aluminum. Door hinges shall be of the continuous type with a stainless steel hinge pin. Rivets are not be used to attach the hinge. The main door stop rod shall be constructed using stainless steel. The door stop mechanism shall be adjustable and capable of being securely latched in multiple opened positions including 90 degrees and a maximum of 120 degrees. The brackets attaching the stop rod to the door and cabinet shall be aluminum and welded in place. The main door cylinder lock shall be a #2 key type lock. Two (2) traffic industry standard No. 2 keys shall be provided with each cabinet and shall be made using heavy duty key blanks.

Extruded aluminum channels permanently attached to the right and left cabinet sides shall be provided for attaching adjustable shelving and mounting of other component panels. The cabinet shall have two (2) shelves installed. Both shelves shall be provided with the front edge pre-drilled with 0.25-inch holes located twelve (12) inches apart.

907-632.02.2--Physical Features.

907-632.02.2.1--Pull Out Drawer. A pull out drawer shall be installed and centered under the

bottom shelf. The drawer shall be made of 0.080-inch thick, 5052-H32 aluminum and come out on full extension drawer slides. The pull out drawer shall provide an approximate 16-inch x 14-inch working area and have the ability to bear a constant 25 pound burden. There shall be a compartment for document storage. The lid shall be hinged at the rear, to gain access to the storage area. The drawer will be used to store documents as well as support a notebook computer. The drawer slides shall be of the full extension ball bearing type. Dimensions of the drawer shall be large enough to support a notebook computer and a drawer of sufficient size to hold at least two (2) copies of the cabinet drawings and other related cabinet documentation. The surface of the lid shall have a non-slip surface.

907-632.02.2.2--Cabinet Lighting. Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide direct lighting of the load bay area of the cabinet but must not interfere with the cabinet drawer operation.

Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch. The cabinet lighting shall turn on when the cabinet main door is opened and shall turn off when the main door is closed or an ON/OFF NEMA rated, commercial quality, toggle switch mounted on the inside cabinet door service panel shall be provided to turn both LED lighting modules on or off.

907-632.02.2.3--Police Panel Switches. Police panel switches shall be provided with all controller cabinets. All switches shall be hard wired and labeled as to their function.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position, transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

SIGNAL ON-OFF: AC power shall be removed from the signal heads and the intersection will become dark when this switch is in the OFF position.

MANUAL CONTROL ON-OFF: When this switch is in the ON position, a logic ground shall be applied to the manual control enable input of the controller unit.

INTERVAL ADVANCE INPUT JACK: A manual jack shall be installed on the police panel. The jack shall inter-mate with a 3-circuit, 1/4-inch diameter phone plug. The tip and ring (middle) circuits of the jack shall be connected to the logic ground and the interval advance inputs of the controller unit. When the manual hand cord is plugged into the jack and the pushbutton is pressed, logic ground shall be connected to the interval advance input of the controller unit.

When specified in the contract documents, an interval advance cord shall be provided. The cord

shall have a minimum length of three (3) feet. It shall have a ¼-inch diameter, three circuit plug connected to one end and a manual pushbutton enclosed in a hand-held enclosure at the other end. A complete cycle (push-release) of the manual pushbutton shall terminate the controller unit interval which is active except the vehicular yellow and red clearance intervals. Cycling the pushbutton during the vehicular yellow or all red clearance intervals shall not terminate the timing of those intervals.

907-632.02.2.4--Service Panel Switches. Service panel switches shall be hard wired and clearly labeled to identify as to their functions. Service panel switches shall be mounted on the service panel located on the inside of the main cabinet door. Alternate switch locations may be described in the plans or contract documents but final switch design and location shall be approved by the Engineer prior to cabinet fabrication.

NORMAL-FLASH: When this switch is in the FLASH position, all signal indications shall transfer to the flashing mode. AC power shall be removed from the load switches when the signal indications transfer to the flashing mode.

The controller unit shall operate in accordance with appropriate specifications during the flashing mode. When the switch is placed in the NORMAL position transfer from the flash mode to normal operation shall be made in accordance with uniform code flash requirements.

CONTROLLER ON-OFF: When this switch is in the OFF position, AC power shall be removed from the controller. When this switch is returned to the ON position, the controller unit shall perform normal start up functions and resume normal operation in accordance with the applicable specification.

STOP TIME-RUN-NORMAL: A 3-position manual switch shall be provided which places the controller into Stop Time mode manually or through remote input.

VEHICLE DETECTORS: A 3-position switch shall be provided for each vehicle and pedestrian detector circuit. All switches shall be located on a panel mounted on the inside of the main cabinet door. The switch panel shall be labeled CALL SWITCH. Labeling of phase number and intended function (vehicles or pedestrian calls) shall be provided for each switch.

The vehicle detector switch functions are defined as follows:

Locked Call	Call is continually placed into the controller unit.
Off (center)	Vehicle detector is connected to the controller unit vehicle detector input, i.e. normal detector operation.
Momentary Call	Call is continuous as long as the switch is manually held in this position.

907-632.02.2.5--Police and Service Panel Locations. The police and service panels shall be constructed of 5052-H32 0.125-inch thick aluminum.

The police panel shall be located behind the police door which is enclosed within the main door.

The police door shall be hinged and provided with a neoprene gasket seal. Access to any portion or equipment contained behind the main cabinet door shall not be accessible through any part of the police panel. The police panel shall be of appropriate dimensions to accommodate all switch or devices described within this specification, the plans or contract document. The police door shall be provided with a treasury #2 key type lock and two (2) keys for the police door lock shall be provided with each cabinet.

The service panel shall be mounted on the inside portion of the main cabinet door, adjacent to the back side of the police panel or on the left hand side of the cabinet.

907-632.02.2.6--Cabinet Ventilation. Cabinets shall be vented to allow dissipation of the heat generated by the equipment contained within. All cabinets shall have a thermostatically controlled exhaust fan located at the top of the cabinet that is capable of 100 cubic feet per minute air displacement. The thermostat shall be mounted on the inside top of the cabinet and shall have a nominal temperature range from 80°F to 170°F.

The intake vent shall be louvered or equivalent design to prevent rain infiltration. The vent area will be located along the bottom portion of the cabinet door. A 16-inch x 12-inch x 1-inch disposable pleated air filter shall be provided on the inside portion of the cabinet and shall fully cover the vent area.

907-632.02.2.7--Air Filter Assembly. Air filters shall be one piece and shall be held firmly in place against the cabinet door in order to prevent dust from bypassing the perimeter of the filter and shall fully cover the vent area. Wing nuts or thumbscrews are preferred. Air filter shall be a 16-inch x 12-inch x 1-inch disposable pleated filter.

907-632.02.2.8--Cabinet Sizes.

907-632.02.2.8.1--Type I Cabinet. A Type I cabinet, 51"H x 30"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum eight (8) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.2--Type II Cabinet. A Type II cabinet, 51"H x 36"W x 18"D, may be used for both pole and base mounted cabinets that require a maximum twelve (12) position load bay. Pole mounted cabinets do not require rear access.

907-632.02.2.8.3--Type III Cabinet. A Type III cabinet, 56"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.2.8.4--Type IV Cabinet. A Type IV dual chamber cabinet, 56"H x 57"W x 29"D, shall be used for base mount installations and shall require a sixteen (16) position load bay, rear access door, and external generator plug. When called for in the plans, a UPS shall be housed inside this cabinet.

907-632.02.2.8.5--Type V Cabinet. A Type V cabinet, 77"H x 44"W x 27"D, shall be used for base mount installations and shall require a sixteen (16) position load bay and rear access door.

907-632.02.3--Power Distribution Panel. The power panel shall be wired to provide the necessary power to all equipment. It shall be manufactured from 0.125-inch thick, 5052- H32 aluminum. The power panel shall house the following components: Main Breaker, Auxiliary Breakers, and Terminal Block. The panel shall be of such design so as to allow a technician to easily access the main and auxiliary breakers.

A 3-position terminal block with a removable insulated cover accepting up to AWG #4 stranded wire shall be supplied for accepting only the incoming power lines. This terminal block shall be in advance of and supply only the 30-amp main breaker, 10-amp and 5-amp Auxiliary breakers, AC neutral buss and earth ground buss.

907-632.02.3.1--Ground and Neutral Busbars. Cabinet grounding shall meet the requirements set forth in Subsection 722.09 for grounding and ground rods. A solid copper ground busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of chassis ground wires. If more than one (1) ground busbar is used in a cabinet, a minimum of an AWG #6 copper wire shall be used to bond them.

The copper ground busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

A solid copper neutral busbar shall be mounted on the side of the cabinet wall adjacent to the power panel for the connection of AC neutral wires.

The copper neutral busbar shall have a minimum of thirteen (13) connector points, each capable of securing at least one (1) AWG #6 conductor.

907-632.02.3.2--Terminal Strips. Conductors shall be terminated on terminal strips with insulated terminal lugs. When two (2) or more conductors are terminated on field wiring terminal strip screws, a terminal ring lug shall be used for termination of those conductors. The voltage and current rating of terminal strips shall be greater than the voltage and current rating of the wire which is terminated on the terminal strip.

907-632.02.3.3--Cabinet Receptacles. A 3-wire 115 Volt AC (15A) Ground Fault Circuit Interrupt (GFCI) duplex receptacle shall be provided in the cabinet for maintenance use. It shall be securely mounted near the bottom right side of the cabinet and easily accessible.

Two (2) 3-wire 115 Volt AC (15A) non-GFCI protected outlets shall be installed, one on each side of the cabinet. These two (2) outlets are used for communication or other auxiliary equipment.

907-632.02.3.4--Operating Line Voltage. All equipment shall be designed to operate from a 120 volt, 60 cycle AC supply. Operation shall be satisfactory at voltages from 105 volts to 130 volts. All operating voltages into and out of the controller shall be NEMA level DC voltages except for the controller AC power source (Connector A, Pin p – AC-Control and Pin U – AC Common).

907-632.02.3.5--Circuit Breakers. Circuit breakers shall meet the requirements set forth in

Subsection 722.07. A 30-amp main breaker, with a minimum of 10,000 amp interrupting capacity, shall be provided for all cabinets to supply power to the controller, MMU, signals, and rack power supply.

Two (2) auxiliary breakers shall be provided. The first breaker, 10-amp, shall supply power to the fan, light, GFCI utility receptacle and two (2) auxiliary standard receptacles. The second breaker, 5-amp, shall be installed to supply power for the Controller Unit and MMU2. The above circuit breakers line side shall be jumpered together and will be fed from an external main circuit. A third 5-amp breaker shall be required if an ITS camera panel is called for in the plans.

907-632.02.3.6--Main Line Arrestors. Surge protection shall be provided that meets the requirements set forth in Subsection 722.12. A main line arrestor shall be provided to reduce the effects of voltage transients on the AC power line. It shall be installed after the circuit breaker. The main line arrestor shall be sufficient to protect all equipment and devices as per the plans and the following minimum specifications.

- Multi-stage Hybrid Design
- Series induction filtering
- Thermally protected Metal Oxide Varistors (TMOV's)
- Operating Voltage: 120 VAC
- Clamping Voltage: 395 VAC
- Operating Current: 15 A
- Peak Surge Current: 50 kA/Mode, 100 kA/Phase
- Operating Frequency: 47-63Hz
- EMI Attenuation: 40 dB Typ
- SPD Technology: TMOV's w/ W-C Filter
- Modes of Protection: L-N, L-G, N-G
- Status Indication: Power On & TMOV's Functional
- Connection Type: ¼-20 Stainless Steel Stud
- Operating Temperature: -40°F to +185°F

907-632.02.3.7--Solid State Main Line Relay (SSR). A normally-open, 75-amp, hybrid SSR shall be provided on the power distribution panel. The relay shall include a LED indicator to verify circuit power.

907-632.02.4--Terminal Facilities Board. The Terminal Facility shall be a hardwired load bay for NEMA TS 2 Type 1 actuated controllers. The load bay shall include either eight (8), twelve (12) or sixteen (16) load switch positions, as specified by the plans, and shall be centered along the back of the cabinet below the bottom shelf.

All wires terminated behind the backboard, as well as any additional panels, shall be soldered. No pressure or solderless connectors shall be used, unless they are soldered to the wire and tab after connection.

907-632.02.4.1--Load Switches and Flashers. Solid State Load Switches, compatible with low

wattage LED signals, shall be provided for the sequence called for on the plans. The load switch sockets shall be wired for triple-signal load switches conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements.

The flasher socket shall be wired for and provided with a Type 3, two (2) circuit Solid State Flasher conforming to NEMA TS 1-1994 and NEMA TS 2-2003 requirements. It shall be possible to flash either the amber or red indication on any load switch outputs. It shall be possible to easily change the flash indication from the front side of the panel using readily available tools such as a screwdriver. A nominal flash rate of 50 to 60 FPM shall be provided. Flash rate shall be stable when used with generators or inverters.

Support(s) shall be provided to support the Flasher and Load Switches at some point approximately half of the total length from the panel surface. Sufficient area beneath the Load Switch or Flasher shall be clear in order to allow for free flow of air across the Load Switches or Flasher. Load Switches and Flashers must be provided with LED indicator lights on the side facing the cabinet door.

907-632.02.4.2--Flash Transfer Relay. All flash transfer relays, as a minimum, shall meet NEMA TS 1 requirements. The number of relays that shall be supplied with each cabinet shall accommodate the number of signal phases as indicated in the project plans. The coil of the flash transfer relay must be de-energized for flash operation.

907-632.02.5--Cabinet Wiring. Controller cabinets shall be wired in accordance with the signal phasing plans. If phases are indicated as omitted for future use, or if phases are not shown to be used in the plans, the cabinet shall be wired for use of the phases shown as future or unused. Load Switches shall not be provided for future or unused phases.

Wiring in the cabinets shall conform to the requirements of the National Electrical Code (NEC) and all of these specifications. All conductors in the cabinet shall be stranded copper. All wiring shall be laced. All wiring shall be in accordance as specified by Section 636 and Subsection 722.03 for Electric Cable and IMSA Specification 19 and/or 20 for Signal Wiring.

Connector harnesses for controller, conflict monitor, vehicle detectors, and accessory equipment (including NEMA defined Card Rack with power supply and pre-wired optical detection slots) shall be provided and wired into the cabinet circuitry. Connecting cables for controller and conflict monitor harnesses shall be sleeved in a braided mesh. All wires shall be securely terminated on terminal strips. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinets.

All communication wiring shall be bundled and routed independently of all other wiring. All live conductors shall be covered with suitable insulating material. All equipment grounds shall run directly and independently to the grounding bus.

All wires shall be cut and terminated as close as possible to the proper length before assembly. Consideration of equipment location adjustments must be made when determining appropriate

wire lengths. Excessive lengths of wire or cable shall not be allowed. All line voltage conductors used in controller cabinet shall conform to the following color code:

AC Neutral: White
AC Hot: Black
Safety Ground: Green

907-632.02.5.1--Signal Terminal Arrestor Grounding Bar. A field terminal arrestor grounding bar shall be provided along the back portion of the cabinet for the installation of signal arrestors. This bar shall be attached using an AWG #10 stranded copper to the earth ground circuitry.

907-632.02.5.2--Signal Terminal Arrestors. The field terminal arrestor shall be a three (3) circuit protective device intended for use on traffic control load relay outputs. The arrestor shall be furnished with three (3) leads and a grounding stud which will be used to attach the arrestor to the grounding bar. The field terminal arrestor shall meet the following minimum specifications:

- Operating Voltage: 120 VAC
- Clamping Voltage: 475 VAC
- Peak Surge Current: 10 kA
- Operating Frequency: 47 – 63 Hz
- SPD Technology: MOV's
- Connection Type: Wire Leads
- Lead Wire: 14 AWG 12" Length
- Ground Stud: 10 x 32 5/8" Length
- Operating Temperature: -40°F to +185°F

907-632.02.6--Accessory Components.

907-632.02.6.1--Traffic Actuated Controller Unit. The fully actuated controller unit shall, at a minimum, meet the requirements of both NEMA TS 1–1989 and NEMA TS 2-2003 requirements for actuated controller units. The controller shall be of the TS 2 Type 2 configuration. The controller shall be provided with the multiple communication interface devices or properties as defined below.

- 10 Base-T Ethernet with front panel RJ-45 connector
- IEEE defined MAC address
- EIA-232 port
- External Serial Fiber options for both single and multi-mode (optional as per plans)
- External FSK 1200 bps modem (optional as per plans)
- D connector with 37 pin configuration for TS 1 compatibility
- USB port for signal controller database upload/download to the controller flash
- Controller
- ECOMM Compatible

The controller unit must have an alphanumeric backlit LCD display with a minimum of sixteen

(16) lines at 40 characters per line. The controller must be air-cooled with sufficient ventilation openings and capable of operating between -30°F and 165°F. The controller unit must be provided with a time-of-day clock, automatic daylight savings time adjustment and a power supply for maintaining SRAM during a power outage. The controller unit shall be capable of being used in a Closed-Loop System and must be capable of operating in the role of master controller in a Closed Loop System. The controller unit firmware shall be fully compatible with the Department's existing Traffic Signal Management Software. The Contractor shall ensure all controller firmware versions are compatible with the existing Traffic Signal Management Software that the Regional Department staff currently utilizes prior to submitting the controller for approval. The Contractor shall notify the Department if any special controller configuration or firmware is needed prior to submitting the controller for approval based on project requirements.

Where Flashing Yellow Arrow (FYA) operations are being used, all traffic signal controller firmware shall be capable of delaying the onset of the flashing yellow arrow.

All operator entered data shall be stored and backed up on to a flash memory device provided with the controller unit at no cost. This flash memory device shall require no battery to support value storage. No internal components of circuitry shall require battery support. The database shall be able to be backed up to a USB drive via the USB drive on the controller.

Traffic Actuated Controllers shall be of the Type shown on the plans. Type 1 Controllers shall have a Linux based processor and a minimum of one (1) USB port. Type 2 Controllers shall have the same features as Type 1 Controllers with the addition of an ATC backplane.

Type 3 Controllers shall have all features of the Type 2 Controller with the addition of the ATC module. All three (3) types of actuated controllers shall have Master controller capability, and if required shall be designated with 'M' in the plans.

907-632.02.6.2--Closed Loop Master Controller Unit. When called for in the plans, this work also consists of furnishing, installing and configuring the equipment, software and accessories necessary to connect one (1) traffic Closed-Loop Master Controller to its corresponding central or portable PC-based Traffic Computer Facility Control System via a communications connection. The communications or network connection device will be either existing or provided by the Contractor.

907-632.02.6.2.1--General. The Master shall monitor intersections in the system, display status and operational state and provide traffic flow data from intersection vehicle detectors. The Master shall include all communications equipment and software necessary to provide reporting to a remote terminal as well as upload/download of all local intersection data and provide timing synchronization. Communications to local controllers from the Master and from the Master to the central-office computer facility shall be by FSK, 900 MHz Radio, Broadband Radio, Serial Fiber, Ethernet, Fiber, Cell Modem or Leased Line, as indicated in the plans. The Master shall be able to run on the same controller simultaneously operating the intersection, with the local signal control software, on any given controller unit.

907-632.02.6.2.2--System Configuration. The system architecture shall be designed to minimize

the effect of equipment failures on system operation and performance. The system consists of four (4) principal elements:

- Local System Intersection Controllers
- Communication (Telemetry Links)
- On-Street Master(s)
- Central-Office Computer Software

907-632.02.6.2.3--Local System Intersection Controller. The local system intersection controllers connected to the Master controller unit shall be capable of controlling a fully actuated two (2) to sixteen (16) phase intersection and shall meet or exceed NEMA TS 1-1989 and TS 2-2003 standards for fully actuated traffic control units. The local controller shall have internal communication capability with direct access to the data memory. The local system controller shall be capable of processing controller and detector data and provide all necessary intersection control functions. The local system intersection controller shall meet the requirements of the Traffic Actuated Controller Unit.

907-632.02.6.2.4--Communications (Telemetry) Links. The communications links for the "Closed-Loop" System shall perform the following functions:

- Provide the medium (radio/fiber/hardwire/etc.) for two-way communications between the On-Street Master and the local intersection controllers.
- Provide the medium for two-way communication between the On-Street Master and the central-office computer facility.
- Error checking shall be included in both mediums to assure transmission and reception of valid data.

907-632.02.6.2.5--On-Street Master. The On-Street Master may be located at an intersection and connected via the communication network to at least 32 local intersection controllers. The Master shall be capable of implementing Traffic Responsive Control, Time Base Control, Manual Control or Remote Control modes of operation.

Analysis of sampling sensor data from at least 64 system detectors and corresponding selection of the best Traffic Responsive timing pattern shall be provided by the On-Street Master during the Traffic Responsive mode of operation.

Automatic and continuous monitoring of system activity shall be provided by the On-Street Master to include both Master and intersection alarm conditions.

System parameter entry shall be provided via the On-Street Master including all Master and local intersection assignment and group parameters. Master parameters shall include:

- System coordination setup and pattern data entry by group
- System time base event scheduler
- System traffic responsive computational and pattern selection setup by group
- Intersection system group and detector assignments

The On-Street Master shall provide comprehensive system report generation including, as a minimum: system, intersection, detector and failure status and history reports in addition to system performance reporting.

A RS-232C interface shall be provided on the On-Street Master to allow for printing of reports or for interconnecting to a remote central site.

To enhance overall system operation and increase system management flexibility, the On- Street Master shall also support two-way dial-up communications to a central office computer for control, monitoring, data collection and for timing pattern updating purposes, all from a remote central office location. Continuous, seven (7) days/week - 24 hours/day, system monitoring shall be enhanced by the On-Street Master's capability to automatically dial-up the central office computer upon detection of user defined critical alarm conditions.

907-632.02.6.2.6--System Functional Requirements.

907-632.02.6.2.6.1--Operator Interface. In order to provide ease in programming and operation, the system shall provide a simplified user-friendly menu format at each local, master and central office facility. No special programming skills shall be required for the user to fully access and operate this control and monitoring system at any level.

All programming, both of the local intersection controllers and the On-Street Master(s) shall be via a front panel keyboard and display, driven by English Language menus. All data change entries will be automatically verified against established ranges prior to acceptance to prevent programming data errors. Data access shall be controlled by user- definable access controls.

907-632.02.6.2.6.2--System Traffic Control. The system shall have the capability of controlling a minimum of sixteen (16) vehicle phases and eight (8) pedestrian phases. The system shall have the capability of implementing a minimum of four (4) timing rings, fifteen (15) alternate sequences, and sixteen (16) offsets.

The system shall provide the capability of selecting any of the following operational modes on a group basis:

- Traffic Responsive
- Time Base (Time-of-Day/Day-of-Week)
- Remote (External Command)
- Manual (Operator Entry)

The system shall be capable of implementing system FLASH and system FREE operation. The system shall have the capability to command, on/off based on time, up to eight (8) independent special functions.

907-632.02.6.2.6.3--Detectors. The system shall have the capability of accepting and processing data from at least 632 system detectors for Traffic Responsive program selection.

907-632.02.6.2.6.4--Pattern Selection. In addition to providing Manual and Remote program selection capability, the Master shall provide for Traffic Responsive and Time Base modes of operation for timing pattern selection.

907-632.02.6.2.6.4.1--Traffic Responsive Mode. Traffic plan selection in the Traffic Responsive mode shall be user-enabled and supplied with the controller, per the plans and specifications. The pattern selection shall be based on sampling detector volume and occupancy analysis by the On-Street Master.

907-632.02.6.2.6.4.2--Time Base Mode. The system shall provide the capability of implementing time-of-day, day-of-week and week-of-year control for each of the two (2) groups using an internal time clock referenced to the 60-Hz AC power line frequency for its time base. The Time Base mode shall contain automatic adjustment for leap year and daylight savings time changes.

The system Time Base mode shall provide, as a minimum, 100 events each capable of requesting any of the 48 traffic control patterns along with Traffic Responsive override enable or auxiliary events consisting of enable/disable any of up to four (4) system-wide special functions and setting sample and log interval time periods.

907-632.02.6.2.6.5--System Control Priority. The system coordination control (program-in-effect) for each group shall be selected on a priority basis. The priority from highest to lowest shall be as follows:

- Manual Control Entry
- External Control (Remote Command)
- Time Base Control (Time-of-Day/Day-of-Week) (Traffic Responsive control will prevail whenever Traffic Responsive Override Enable is active and the selected cycle length is greater than that being commanded by Time Base)
- Traffic Responsive Control

907-632.02.6.2.6.6--Measures of Effectiveness. The system shall have the capability to report selected Measures of Effectiveness (MOE's) on an intersection basis. MOE calculations shall be made on all phases by the local system intersection controller and as a minimum shall include measures such as: volume, number of stops, delays and green utilization. These measures shall be calculated on the basis of the active timing plan. Alternate ways of reporting MOE'S may be approved on a case-by-case review.

907-632.02.6.2.6.7--Uploading and Downloading. The system shall provide, for any selected local system intersection controller, the capability of uploading and downloading any or all, new or modified local intersection parameters from the central-office computer and the Department Central Traffic Signal Management Software, and shall include, as a minimum, all: Phase Timing and Unit Data; Coordination Data, Time Base Data; Preemption Data, System Communication Parameters, System Traffic Responsive Data, and any other System Data residing at the intersection such as Detector Diagnostic Values, Report Parameters and Speed Parameters.

During either uploading or downloading operations, normal traffic control operations shall not be suspended. All data shall be continually accessible and may be displayed at the On- Street Master or the central office computer.

907-632.02.6.2.6.8--System Monitoring and Diagnostics. The system shall automatically and continually monitor system activity and log/report occurrences of Master and intersection alarm conditions. All alarm condition events shall include at the intersection, (Master and central-office computer) an alpha-numeric description of the event as well as the time and date of occurrence.

As a minimum, monitored master alarms conditions shall include:

- Insufficient or Improper Data
- Failed Computational Channels
- Failed System Detectors
- Intersection Communication Failure
- Failed Controllers
- Minimum of six (6) special user defined alarms for user application flexibility
- Monitored intersection alarms conditions shall include as a minimum:
 - Cycle Faults and Failures
 - Coordination Failures
 - Voltage Monitor
 - Conflict, Local and Remote Flash Conditions
 - Preempt
 - Local Free
- Minimum of six (6) special user defined alarms for additional user flexibility.

When the Master detects a critical alarm condition, as defined by the user, it shall automatically dial-up the central office computer and report the condition. On a BUSY or NO ANSWER, the system may be programmed, at user option, to alert a secondary computer.

The system shall also automatically and continually monitor, verify and attempt to correct Sync Pulse, Time Base Clock and Pattern-In-Effect. The system shall provide capabilities to perform diagnostics on system and local detectors, communications and intersection operations. When a fault has been detected, an indication shall be provided. It shall be possible to isolate the fault to the failed unit from controls and indicators available on the Master unit. Auxiliary equipment such as a data terminal or CRT shall not be required to identify the failure.

907-632.02.6.2.6.9--Real Time Display. The Master shall provide for any selected local system intersection controller, real-time status information on its front panel. Real-time intersection status information shall include simultaneous display of: vehicle and pedestrian signal and detector status by phase, overlap signal status and cars waiting count by phase. Real-time controller status information shall include simultaneous display of: two (2) Ring Active timers, On/Next, Call/Recall and Hold/Omit Status by phase, Coordination, Preempt and Stop Time Status.

907-632.02.6.2.6.10--System Management. The system, without hardware changes but with its

ability to directly modify Master and intersection parameters, shall provide the user system configuration and operational controls of the following functions: add/delete controllers and system detectors, enable Traffic Responsive mode, assign intersections to groups, assign system detectors to computational channels and channels to pattern select routines, and assign special and/or standard detectors as system detectors for use with computational channels or to track activity.

907-632.02.6.2.6.11--System Logging and Reports. The system shall automatically and continually process system data and log/report on occurrence of changes in intersection status, system detector status, communications status, controller status and local detector status in addition to system program changes, Traffic Responsive computations, measures of effectiveness and performance.

907-632.02.6.2.6.12--Security. The On-Street Master shall provide for a user-specified security code entry before any data may be altered. In order to view any parameter, security code entry shall not be required. Security access shall be automatically rescinded approximately ten (10) minutes after either access was gained or the last parameter change was entered. The Master and local controller shall have the ability via keyboard to disable security code requirements, allowing for perpetual access without requiring hardware changes.

907-632.02.6.2.7--Design Characteristics. The On-Street Master shall be designed to operate in either an office or field environment and shall be suitably housed in a separate enclosure or in a local intersection cabinet. The Master shall be designed to meet the following electrical and mechanical requirements:

907-632.02.6.2.7.1--Programming and Security. Operator programmable data entry shall be accomplished through panel keyboard(s). The Master shall prevent the alteration of keyboard set variables prior to the user having entered a specific access code through the keyboard. The Master shall maintain user-programmable variables in non-volatile memory with a battery-backed RAM to assure continued efficient system operation.

907-632.02.6.2.7.2--Test and Repair. To enhance maintenance and trouble-shooting activities, On-Street Masters shall include resident diagnostics as a standard. No extender- cards, special tools or PROMs shall be necessary to fully maintain these components. The Master unit design shall ensure that all printed circuit boards be readily accessible for maintenance testing purposes. All fuses, connectors and controls shall be accessible from the front of the Master unit.

907-632.02.6.2.8--Traffic Signal System Software. All Traffic Signal System Software shall be compatible with the latest version of the Department's existing Master and local controllers and existing Traffic Signal Management Software for the Department region.

907-632.02.6.2.8.1--Traffic Signal Closed Loop Software. The Traffic Signal Closed-Loop Software shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

907-632.02.6.2.8.2--Traffic Signal System Workstation Software. The Traffic Signal System Workstation shall provide the ability to manage Master and local controller databases including the uploading and downloading of data parameters. The software shall provide status information and provide reporting capabilities for Master and local controller data, alarms and logs.

The Traffic Signal System Workstation Software shall also be capable of operating as a network-connected user workstation to existing centralized signal systems and their associated databases.

When disconnected from the centralized signal system, the software shall be capable of running as a standalone system similar to the Closed-Loop Software. Under this mode, the software shall provide management, report and status functions for Master and local controllers. Under Standalone Mode of operation the software shall allow for its own database(s) for data management without the need for connecting to a centralized signal system database.

907-632.02.6.2.9--Services. Technical services shall be provided, as required, to assist in installation and initial setup of the Closed-Loop Master System and its sub-components. Technical assistance with database migration and/or setup, as well as the development of graphics (such as master maps and local intersection depictions) and the assignment of associated attributes such as detectors, phasing, signals, etc., shall be provided as required. Additionally, training shall be provided on a basic or advanced target user level, as required.

907-632.02.6.3--Malfunction Management Unit (MMU2). The Malfunction Management Unit (MMU2) shall be a shelf-mountable, sixteen (16) channel, solid-state, IP addressable MMU. The MMU2 shall accomplish the detection of, and response to, improper and conflicting signals and improper operating voltages in a traffic signal controller assembly, including support for four (4) section Flashing Yellow Arrow (FYA) left turn displays. The MMU2 shall be capable of running a minimum of twelve (12) different modes of FYA operation.

The MMU2 shall meet or exceed Section 4 requirements of the NEMA Standards Publication No. TS 2-2003 including NEMA TS 2 Amendment #4-2012 and provide downward compatibility to NEMA Standards Publication No. TS 1-1989: Type 12 Operation, in addition to those specifications set forth in this document.

The MMU2 shall include a graphics based Liquid Crystal Display (LCD) to view the current monitor status and navigate the unit's menus. An RJ-45 Ethernet Port shall be provided for communications.

A built-in Diagnostic Wizard shall be provided that displays detailed diagnostic information regarding the fault being analyzed. This mode shall provide a concise view of the signal states involved in the fault, pinpoint faulty signal inputs and provide guidance on how the technician should isolate the cause of the malfunction. The Diagnostic Wizard shall be automatically invoked when the MMU2 is in the fault mode and the HELP button is pressed. It shall also be automatically invoked when the MMU2 is in the Previous Fail (PF) event log display and the HELP button is pressed.

A built-in Setup Mode shall be provided that automatically configures the Dual Indication Enable, Field Check Enable, Red Fail Enable and Minimum Yellow Plus Red Clearance Enable parameters from user input consisting only of channel assignment and class (vehicle, ped, pp-turn, FYA, etc.) responses.

The MMU2 shall be capable of operating in the Type 12 mode with SDLC communications enabled on Port 1. The Channel Status display shall operate in the Type 12 configuration and provide the Field Check function for up to four (4) Pedestrian Walk inputs.

In the interest of reliability and repair ability, printed circuit board mounted MS connectors shall not be acceptable. Internal MS harness wire shall be a minimum of nineteen (19) strand AWG 22 wire.

907-632.02.6.4--NEMA defined Card Rack and Power Supply. A minimum of one (1) NEMA compliant detector card rack with five (5) slot positions (first slot for power supply and four (4) available slots) shall be provided in each cabinet. The detector rack shall be installed on the bottom shelf of the cabinet. The power supply for the NEMA defined card slots shall be provided as a 175W minimum with four (4) independent regulated channels of 24 VDC each rated at 0.75 amps over the full NEMA operating temperature range of -30°F to +165°F. The output should be regulated to 24 VDC +/- 15%. Each of the four (4) outputs shall be independently fused, each with a separate LED for displaying output and fuse status for each of the four (4) outputs. Each of the four (4) outputs shall be protected against voltage transients by a minimum 1500 watt suppressor. All card racks shall be wired for the type detection shown in the plan sheets.

Card Guides shall be provided on the top and bottom of the card rack for each connector position.

907-632.02.6.5--In-Cabinet Network.

907-632.02.6.5.1--Communications Arrestor. The Controller Cabinet network shall consist of an SDLC connection between the Controller Unit and MMU2. Surge suppression for this network shall meet the requirements set forth in Subsection 722.12 and the following minimum requirements below:

- Operating Voltage: 5 VDC
- Clamping Voltage: 8 VDC
- Operating Current: 1.5 A
- Peak Surge Current: 47 A (10x1000 μ s)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: SAD
- Connection Type: DB-15
- Operating Temperature: -40°F to +185°F

907-632.02.6.6--System Communications.

907-632.02.6.6.1--Traffic Signal Ethernet Switch. When specified in the plans or contract

documents, a traffic signal Ethernet switch shall be installed in the cabinet assembly. It shall meet the requirements for the type specified in Section 907-663. Ethernet patch cables of sufficient length shall be provided for all supplied Ethernet ready cabinet components. The switch and all components shall be connected and configured.

907-632.02.6.6.2--Fiber Optic Patch Panel. When specified in the plans or contract documents, fiber optic attenuator patch cords shall be installed in the cabinet assembly as specified in Section 907-661.

907-632.02.6.6.3--Wireless Communications. When specified in the plans or contract documents, wireless communication components shall be installed in the cabinet assembly and shall be as specified in Section 907-662.

907-632.02.6.6.4--Serial Port Server or Terminal Server. When specified in the plans or contract documents, serial port servers shall be installed in the cabinet assembly and shall be as specified in Subsection 907-663.02.2.

907-632.02.6.6.5--GPS Clock. This work includes furnishing a Global Positioning System (GPS) Synchronization clock that can be used to sync the internal clocks in traffic signal controllers when coordination is desired, but communication is not necessary. The GPS Clock System shall provide GPS based time and date synchronization to provide coordination of traffic controllers to a common time base. The system shall process GPS Time data using a tamper/vandal resistant GPS antenna and correct for Time Zone, Daylight Savings Time, Leap Years, and GPS Leap Seconds. The processed time information shall be sent to the traffic controller in the native format for the respective controller. A contact closure synchronization pulse with variable pulse width shall be available for a once per day update. If the GPS antenna is blocked for up to one (1) hour prior to scheduled time of synchronization, the system shall synchronize the traffic controllers with less than 0.4 seconds variance from the accuracy provided under normal operation with GPS satellites in view.

- The GPS Clock shall also meet the following minimum specifications:
- Input Voltage: 9-24 VDC
- Current Draw: 150 mA (max) at 12 VDC: 125 mA (max) at 24 VDC
- Contact Closure: 750 mA at 30 VDC
- Temperature Rating: -29.4°F to +167°F

GPS unit shall be mounted to the traffic signal controller cabinet as per the manufacturer's recommendation. Any and all holes created in the cabinet for the purpose of mounting the GPS unit shall be sealed to the satisfaction of the Engineer at no direct pay.

907-632.02.6.6.6--Power-Over-Ethernet Arrestor. Surge suppression that meets the requirements set forth in Subsection 722.12 shall be provided. In addition, the following minimum specifications shall be supplied for loads that require Power-Over-Ethernet with isolated shielded or non-shielded cable:

- Operating Voltage: 48 VDC
- Clamping Voltage: 68 VDC
- Operating Current: 0.75 A per Pin Continuous
- Peak Surge Current: 10 kA
- Insertion Loss: < 0.1 dB
- SPD Technology: GDT, SAD, with series PTC
- Modes of Protection: All Lines (1-8) Protected (L-L) and (L-G): Signal High- Low; High-Ground; Low-Ground
- Transmission Speeds: 10BaseT; 100BaseT; 1000BaseT
- Connection Type: RJ-45
- Operating Temperature: -40°F to +185°F

907-632.02.7--Detector Panel. A vehicle detector harness shall be provided to connect the detector panel to the card rack. The detector panel shall accept the connection of sixteen (16) field loop inputs and four (4) pedestrian detector inputs.

907-632.02.7.1--Detector Input Arrestors. Field Loop and Pedestrian input arrestors shall meet the requirements set forth in Subsection 722.12. Field loop arrestors shall have differential and common mode protection and be provided with the following minimum specifications:

- Operating Voltage: 75 VDC
- Clamping Voltage: 130 VDC
- Peak Surge Current: 250 A
- SPD Technology: Silicon Break-Over
- Operating Temperature: -40°F to +185°F

Pedestrian input arrestors shall be a four (4) circuit device provided with the following minimum specifications:

- Operating Voltage: 30 VDC
- Clamping Voltage: 36 VDC
- Operating Current: 0.15 A
- Peak Surge Current: 10 kA (8 x 20 μ s)
- Frequency Range: 0 to 20 MHz
- Insertion Loss: < 0.1 dB at 20 MHz
- SPD Technology: GDT, SAD, with Series PTC
- Connection Type: Terminal Block with compression lugs; Terminals accept up to 10 AWG
- Operating Temperature: -40°F to +185°F

907-632.02.8--System Detectors. The controller shall have the ability to receive input data from up to eight (8) special system detectors in addition to the normal actuated controller unit phase detectors. The user shall have the option to assign any of the phase detectors as “system detectors”.

907-632.02.9--Preemption. The cabinet shall be completely wired to accept and service calls from preemption phase selector modules, associated optical detector units and GPS units. Optical detector units and GPS unit cabinet components shall be as specified in Section 639. Provision for two (2) standard card modules shall be accommodated in a separate card rack for preemption. The preemption card rack shall provide a minimum of eight (8) channels.

Provisions shall also be made in the cabinet to accommodate Railroad Preemption when specified in the plans or contract documents. Railroad Preemption shall meet the requirements set forth in Section 639. While it is not necessary that a Railroad Preemption interface board be provided with the cabinet, the cabinet and back panel shall be designed so that a Railroad Preemption interface panel that uses a relay to isolate the track switch from the controller cabinet circuitry can be installed. Preempt 1 and 2, in the case of gate down preemption, shall be reserved for Railroad Preemptions; all subsequent preemptions shall be reserved for Emergency Vehicle, Fire Station, or Police Preemption.

907-632.02.10--Uninterruptable Power Supply. When specified in the plans or contract documents an Uninterruptable Power Supply (UPS) System shall be installed in the cabinet assembly. The UPS shall be installed in the cabinet and meet the requirements set forth in Section 633.

907-632.02.11--Power Service Pedestal. A Power Service Pedestal shall be provided as described in Section 631.03.2.

907-632.03--Construction Requirements.

907-632.03.1--Mounting. Traffic Signal Cabinet Assemblies shall be wall or pole mounted, base mounted on a concrete cabinet pad, or base mounted using a composite enclosure as specified below and as shown in the plans.

Power Service Pedestal shall be base mounted on a concrete cabinet pad or on a composite enclosure as specified below and as shown in the plans.

907-632.03.1.1--Wall or Pole Mounted. Wall or pole mount hardware shall be provided for mounting cabinets in specific installations as indicated in the design plans. Wall or pole mounted cabinets shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet to the wall or pole support. Rigid attachment devices must allow for field alignment of cabinet to the wall or pole support.

907-632.03.1.2--Concrete Cabinet Pad. Concrete foundations shall be constructed of Class B concrete in specific installations as indicated in the design plans.

Cabinets for installation on a concrete base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the support base. Concrete base construction details shall be provided in the design plan drawings.

907-632.03.1.3--Composite Enclosure. Cabinets for installation on a composite enclosure base shall be manufactured with rigid tabs, rigid brackets or other acceptable configuration for attachment of the cabinet bottom to its' flat support structure. Rigid attachment devices must allow for field alignment of cabinet with the composite enclosure. Composite enclosure attachment details shall be provided as shown in the plans.

907-632.03.2--Documentation. Documentation packages shall be delivered for each unit at the same time as the equipment to which it pertains.

A minimum of two (2) sets of complete schematic drawings and equipment documentation shall be supplied with each cabinet. The first copy shall be placed in a clear re-sealable print pouch of sufficient size to accommodate one (1) complete set of folded cabinet prints and placed in the pull-out drawer of the cabinet and the second copy shall be provided to the Department. Comprehensive controller data shall be included as part of the cabinet documentation package and shall be placed in the cabinet drawer pouch. Digital copies of all cabinet documentation shall be provided to the Department before final acceptance.

The documentation packages shall contain a schematic wiring diagram of the controller cabinet assembly and all auxiliary equipment. The schematic wiring diagram, including a symbols legend, shall show in detail all integrated circuits, transistors, resistors, capacitors, inductors as well as switches and indicators. All parts shown shall be easily identified on both in the cabinet and on the schematic diagram. Model numbers shall be used on schematic diagram when available.

A complete physical description of the signal cabinet assembly shall be provided to include at least the physical dimensions of the unit, weight, temperature ratings, voltage requirements, power requirements, material of construction, and complete performance specifications.

A complete set of operation guides, user manuals, and performance specifications shall be provided.

Detailed programming instructions, preventative maintenance requirements, and troubleshooting procedures shall also be provided for the controllers. These documents shall fully cover all programming procedures and programmable options capable of being made to the controllers and associated traffic control equipment. Instructions for modifications within the range of the capabilities of the unit such as changes in phases or sequences and programming matrix boards shall be included.

An intersection diagram shall be provided on the cabinet door showing geometric configuration, lane use assignments, controller cabinet and signal pole locations, vehicle and pedestrian signal head locations, vehicle and pedestrian detector zone locations, ring-barrier phasing diagram, and detector channel assignments. The intersection diagram shall be labeled with, at a minimum, a North Arrow, main street name(s), side street name(s), signal pole numbers, vehicle and pedestrian head type(s), detector zone designations, volume density and phase recall requirements, flash sequence. All field wires within the cabinet shall be labeled to coincide with those shown on the intersection diagram.

907-632.04--Method of Measurement. Traffic Signal Cabinet Assembly will be measured as a unit per each.

Remove and Replace Existing Traffic Signal Cabinet Assembly will be measured as unit per each.

Modify Existing Traffic Signal Cabinet will be measured as a unit per each.

Solid State Traffic Actuated Controller, of the type specified in the project plans, will be measured as a unit per each.

Signal Software License, of the type specified in the project plans, will be measured as a unit per each.

Malfunction Management Unit, of the type specified in the project plans, will be measured as a unit per each.

Card Rack, of the type specified in the project plans, will be measured as a unit per each.

GPS Clock, as specified in the project plans, will be measured as a unit per each.

Power Service Pedestal, as specified in the project plans, will be measured as a unit per each.

All pay items shall be inclusive of all materials, work, system integration, testing and incidentals necessary for a complete and operable unit in place and accepted. All removal, turn on, and acceptance of equipment, devices, traffic signals, and traffic signal assemblies shall follow Section 631 - Traffic Signal Systems-General prior to payment.

907-632.05--Basis of Payment. Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Remove and Replace Existing Traffic Signal Cabinet Assembly, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, cabinets, relays, terminals, circuit breakers, modules, coordination and time base control programs, connectors wiring, overlap equipment, load switches, power cables, power supplies, controller mechanism and housing, MMU2, mounting material, all other materials, removal, disposal, transfer, storage, and/or resetting of components that are existing, all other components included in the traffic signal cabinet, and all equipment, labor, tools, and incidentals necessary to complete the work.

Modify Existing Traffic Signal Cabinet, measured as prescribed above, will be paid for at the

contract unit price per each, which price shall be full compensation for furnishing, installing, configuring, and mounting all components, wiring, and devices; rewiring, reconfiguring, removal, disposal, transfer, storage, and/or resetting of existing components and devices, installing or changing coordination and time base control programs in the traffic signal cabinet assemblies, testing, final cleanup, all equipment, labor, tools, and incidentals necessary to complete the work.

Solid State Traffic Actuated Controller, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of the controller mechanism(s) and housing(s), all power cables, power supplies, wiring, factory and manufacturing inspection, attachment hardware, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional traffic controller ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the traffic controller.

Signal Software Licenses, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Signal Software, all power cables, power supplies, wiring, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, appurtenances, and all incidentals necessary to provide fully functional Signal Software ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Signal Software.

Malfunction Management Unit, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Malfunction Management Unit (MMU2), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Malfunction Management Unit (MMU2) ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Malfunction Management Unit (MMU2).

Card Rack, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Card Rack, all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all work, equipment, and appurtenances, and all incidentals necessary to provide a fully functional Card Rack ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the Card Rack.

GPS Clock, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for all labor, equipment, tools, materials inclusive of furnishing, installing and configuring the Global

Positioning System (GPS) Clock(s), all power cables, power supplies, wiring, attachment hardware, factory and manufacturing inspection, testing, storage, packaging, shipping, warranty, and all incidentals necessary to provide a fully functional GPS Clock ready for use. It shall also include all documentation including operations and maintenance manuals and other material necessary to document the operation of the GPS Clock.

Power Service Pedestal, measured as prescribed above, will be paid for at the contract unit price per each for each type(s) specified in the contract, which price shall be full compensation for furnishing, installing, configuring, wiring, testing, and mounting foundation construction, cabinets, circuit breakers, connectors wiring, mounting material, all other materials, and all equipment, labor, tools, and incidentals necessary to complete the work.

Payment will be made under:

907-632-A: Solid State Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-B: Remove and Replace Existing Traffic Signal Cabinet Assembly, Type __ Cabinet, Type __ Controller	- per each
907-632-C: Modify Existing Traffic Signal Cabinet Assembly	- per each
907-632-D: Solid State Traffic Actuated Controller, Type ____	- per each
907-632-E: Single-user Workstation Signal Software License	- per each
907-632-F: Single-user Server Signal Software License	- per each
907-632-G: Malfunction Management Unit	- per each
907-632-H: Card Rack, ____ Position	- per each
907-632-I: GPS Clock	- per each
907-632-J: Power Service Pedestal	- per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-634-4

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal and ITS Equipment Poles

Section 634, Traffic Signal and ITS Equipment Poles, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-634.02--Materials.

907-634.02.1--Poles. Delete the bullet for Type X poles in Subsection 634.02.1 on page 542 and substitute the following.

- Type X -- Aluminum Pole for Detectors

After Type XI poles in Subsection 634.02.1 on page 542, add the following.

- Type XII -- ITS Extension Poles

907-634.02.1.1--Traffic Signal Poles. Delete the first, third, fourth, and fifth bullets in Subsection 634.02.1.1 on pages 542 and 543, and substitute the following.

- Self-supporting straight or upswept mast arm(s), in accordance with Plan details. Where possible, the mast arms shall match the adjacent signal poles in the area unless otherwise stated;
- Tag installed on shaft side opposite the mainline highway and located approximately 48 inches above the top of the Baseplate;
- Minimum nominal size of four (4) inches wide by 26 inches tall reinforced hand-hole with included terminal block(s);
- A ½-inch coarse thread grounding stud shall be located on the interior side of the pole hand-hole opening;

907-634.02.1.2--Galvanized Steel Poles for Cameras. Delete the second paragraph of Subsection 634.02.1.2 on page 543, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet the design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.2 on page 544, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.2 on page 544, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads.

After the fourth bullet in Subsection 634.02.1.2 on page 544, add the following.

- Top of pole deflection shall not exceed one (1) inch deflection from center due to 30 mph (non-gust) winds or the maximum deflection allowed by Subsection 722.02.3, whichever is more restrictive, for 80-foot poles.

In the first bullet in Subsection 634.02.1.2 at the bottom of page 544, change “cross sectional” to “cross-sectional.”

In the second paragraph of Subsection 634.02.1.2.4 on page 545, change “butt weld” to “butt-weld.”

907-634.02.1.3--Galvanized Steel Poles for Detectors. In the first paragraph of Subsection 634.02.1.3 on page 546, change “ground mounted” to “ground-mounted.”

Delete the second paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3.

Delete the last two sentences of the fifth paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Design wind loading shall be as indicated in Subsection 722.02.3 unless otherwise noted in the plans. The pole shall meet design wind loading with all equipment installed.

907-634.02.1.4--Aluminum Poles for Detectors. Delete the second paragraph of Subsection 634.02.1.4 on page 547, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet design wind loading with detector(s) installed.

907-634.02.1.5--Structure-Mounted ITS Equipment Poles. Delete the second paragraph of Subsection 634.02.1.5 on page 548, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. For projects that are in areas with higher wind standards, the higher standard is required. The pole shall meet design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.5 on page 548, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.5 on page 548, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads, as stated in Subsection 722.02.

In the first bullet in Subsection 634.02.1.5 at the top of page 549, change “cross sectional” to “cross-sectional.”

After Subsection 634.02.1.8 on page 549, add the following.

907-634.02.1.9--ITS Extension Poles. ITS extension poles are used to provide ITS devices a mounting location with a vertical or horizontal clearance away from an existing pole or structure to which they are to be attached. As such, extension poles and the mounting and attachment hardware shall be of a material that will not cause galvanic corrosion with existing or proposed equipment. If possible, the extension poles shall be similar in color to the base pole or structure, unless otherwise directed. They shall meet the requirements of the base pole, the plans, and Subsection 722.02. Design considerations shall be given to the additional loading being subjected to the base pole or structure.

907-634.02.2--Camera Lowering Device. The lowering device system shall be designed to support, raise, and lower a standard CCTV camera, lens, housing, PTZ mechanism, cabling, connectors, and other supporting field components. The camera connector box shall be cast ZA-12 (12% Al and 88% Zn) and have a minimum weight that ensures stability of the camera during raising and lowering operation. The camera connector box shall have fully gasketed doors to prevent water intrusion. The bottom of the camera connector box shall be equipped with a condensation/moisture exit system. The camera connector block shall be molded in thermoset, weather-resistant, synthetic rubber designed to handle harsh environments.

Electrical contacts must also be designed to handle harsh environments. There shall be a locking mechanism between the fixed and movable components. For the movable components, a latching mechanism shall be provided to hold the device in place (when latched all weight shall be removed

from the lowering cable) and to raise or lower the assembly using the lowering tool and lowering cable. The suspension contact unit housing shall be weatherproof with a gasket to isolate the interior from dust and moisture.

All pulleys shall have sealed, self-lubricated bearings, oil tight bronze bearings, or sintered bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable. Internal wireways shall prevent the stainless steel lifting cable from contacting power or video cabling. The only cable permitted to move is the lifting cable, all other cables must remain stable and secure during lowering and raising operations.

The lowering tool shall consist of a lightweight metal frame and winch assembly, a quick release cable connector, an adjustable safety clutch, and a variable speed industrial duty electric drill motor. This tool shall be able to access the lifting cable through a pole hand hole, shall support itself and the load during lowering, and shall provide a means to prevent freewheeling when loaded. This tool shall have a reduction gear to reduce the manual effort required during lifting operations. In addition, this tool shall be provided with an adapter for operating the lowering device with a portable drill using a clutch mechanism. The portable lowering tool shall be included as part of the installed system. The lowering device shall include customized adapter brackets to install cylindrical type PTZ CCTV cameras that have a mounting base below the camera assembly and is require to be installed in an upright position.

907-634.03--Construction Requirements.

907-634.03.1--Foundations. Delete the last sentence of the fourth paragraph of Subsection 632.03.1 on page 550, and substitute the following.

Where foundations are constructed in areas where the pavement edge elevation and shoulder edge elevation differ more than twelve (12) inches, taller foundations may be used but must be approved by the Engineer.

After Subsection 634.03.3 on page 552, add the following.

907-634.03.4--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements”, along with the requirements in this specification, shall be met for all ITS components. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-634.03.5--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met for all ITS components. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-634.04--Method of Measurement. After the last sentence of the fourth paragraph of Subsection 634.04 on page 552, add the following.

Field conditions may require taller foundations than specified in the plans. In which case, the addition concrete will be paid for at the contract bid price per cubic yard for pole foundations.

After the sixth paragraph of Subsection 634.04 on page 553, add the following.

ITS extension poles of the type specified will be measured as a unit quantity per each.

Delete the last paragraph in Subsection 634.04 on page 553 and substitute the following.

Wooden poles will be measured as a unit quantity per each.

Camera lowering device will be measured as a unit quantity per each.

907-634.05--Basis of Payment. Delete the fourth paragraph of Subsection 634.05 on page 553, and substitute the following.

Camera pole with foundation and detector pole with foundation, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for excavating, backfilling, replacing sod, and for all constructing, placing, curing, erecting, installing, connecting and testing; for foundations, poles, pole bases, conduit inside foundation as indicated on the plans, connections to support structures, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

Camera lowering device and camera lowering tool, as described above, shall be paid for at the contract unit price per each. This price shall be full compensation for all materials, design, installation, equipment, tools, labor and incidentals associated with providing and installing the camera lowering device and the camera lowering tool.

Delete the sixth paragraph of Subsection 634.05 on page 553, and substitute the following.

Structure-mounted equipment pole, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for all constructing, placing, erecting, installing, connecting and testing, for poles, conduit between structure attachment location as indicated in the plans; wiring between pole-mounted devices and field cabinet; all structure-mounting hardware indicated in the plans, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

ITS extension poles, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for installing the extension pole, mounting attachments as necessary, adjusting the pole to meet specific project needs, and for all equipment, tools, labor, and incidentals necessary to complete the work and quality assurance.

After the last paragraph of Subsection 634.05 on page 554, add the following.

Sizing poles and their appurtenances to field conditions is the Contractor's responsibility. No separate payment will be made for designing to meet project specifications and field conditions.

Delete the pay items listed on page 554, and substitute the following.

907-634-A: Traffic Signal Equipment Pole, Type __, __' Shaft, __' Arm *	- per each
907-634-B: Traffic Signal Equipment Pole Shaft Extension, ____' **	- per each
907-634-C: Pole Foundations, Class ____ Concrete	- per cubic yard
907-634-D: Slip Casing, ____" Diameter	- per linear foot
907-634-E: Camera Pole with Foundation, ____' Pole	- per each
907-634-F: Detector Pole with Foundation, ____' Pole	- per each
907-634-G: Traffic Signal Equipment Pole Mast Arm Extension, ____' **	- per each
907-634-H: ITS Equipment Pole, Structure Mounted, ____' Pole	- per each
907-634-I: Wood Pole, Class ____ Height ____'	- per each
907-634-J ITS Extension Pole, ____' **	- per each
907-634-K: Camera Lowering Device	- per each

- * Multiple Arms may be indicated
- ** Additional information may be indicated

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-636-3

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Electrical Cable

Section 636, Electrical Cable, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-636.01--Description. Delete the last sentence of the last paragraph in Subsection 636.01 on page 555 and substitute the following.

It shall include excavating, laying, placing tracer cable or tape, backfilling, replacing sod, aerial supports and/or pull-through conduits, as applicable; and transformer enclosures and/or terminal boxes when not placed under other items of the contract.

907-636.02--Materials. After the paragraph of Subsection 636.02 on page 555, add the following.

907-636.02.1--ITS Ground Mounted Meter Enclosure.

907-636.02.1.1--Meter Base. Meter bases shall be NEMA Type 3R with a minimum rating of 100 amps and shall meet the requirements of the local utility. The meter base shall be provided with ampere rating of meter sockets based on sockets being wired with insulated wire rated at least 167°F. The meter base shall be designed for underground service.

Meter bases shall be 4-terminal, 600 volt, single phase, 3-wire furnished with the following:

- (a) Line, load and neutral terminals accepting #8 to 2/0 AWG copper/aluminum wire,
- (b) Ringed or ringless type, with or without bypass,
- (c) Made of galvanized steel,
- (d) Listed as meeting UL Standard UL-414, and
- (e) Underground service entrance as specified.

The meter bases shall have electrostatically applied dry powder paint finish, light gray in color, with a minimum thickness of 2.4 mils.

A 1-inch watertight hub for threaded rigid conduit shall be furnished with meter base.

907-636.02.1.2--Disconnect. External electrical service disconnects shall be furnished with a single pole 50-amp inverse time circuit breaker with at least 10,000 RMS symmetrical amperes short circuit current rating in a lockable in open or closed position in accordance with National Electric Code (NEC) and be a NEMA 3R Type enclosure. The disconnect shall be listed as meeting UL Standard UL-489 and marked as being suitable for use as service equipment.

The disconnect enclosure shall be fabricated from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. Ground bus and neutral bus shall be provided with at least four terminals with minimum wire capacity range of number 14 through number 4.

For 480V service, a local utility approved, lockable, non-fused disconnect switch on the supply side of the meter base shall be furnished, installed, and labeled as "Utility Disconnect". A separate load side disconnect with overcurrent protection shall be provided within two feet (2') of the meter.

907-636.02.1.3--Ground Mounted – Pedestal – Service Panel. The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements and shall be of G90 galvanized steel with light green #14672 Federal Specification 595 polyurethane industrial grade powder paint.

Hinges shall be stainless steel and of the continuous piano hinge type.

The pedestal mounting bolts shall not be externally accessible. The pedestal shall be able to be embedded in concrete or use anchor bolts for mounting on concrete base. Either pedestal mounting base or anchor bolt kit shall be used for installation.

The service pedestal should have three separate isolated sections for metering equipment, utility termination and customer equipment.

The metering section shall be pad-lockable and sealable and have a hinged swing hood with an integral hinged polycarbonate sealable window for access to demand meters. Meter socket type shall meet the requirements of the serving utility.

The utility termination section shall be pad-lockable and sealable and shall have a stainless steel handle provided on a lift-off cover. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility cables entrance. Utility landing lugs shall be UL listed and shall accommodate conductor sizes between AWG #6 – 350 kcmil.

The customer compartment door shall be hinged on the left hand side. A stainless pad-lockable hasp shall be provided to secure customer compartment. A door keeper shall be provided to keep the door in an open position. A print pocket shall be provided on the inside of the door in a weatherproof sleeve. Required UL labeling shall be located on the inside of the customer door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The dead-front door shall be hinged on the same side as the customer section door. All distribution and control equipment shall be factory wired using 600-volt wire sized to NEC and UL requirements.

The service pedestal shall be rated for operation at 10K minimum amps interrupting capacity (AIC). The provided documentation shall list circuit breaker combinations and those to be used for de-rated operation for series ratings. Circuit breakers shall be permanently labeled with engraved name plates.

The serving utility shall be contacted for necessary requirements before ordering or installing equipment.

907-636.02.2--ITS Ground Mounted Transformer Enclosure.

907-636.02.2.1--Disconnect. The disconnect shall meet the requirements of Subsection 907-636.02.1.2.

907-636.02.2.2--Ground Mounted - Pedestal – Service Panel. The ground mounted - pedestal – service panel shall meet the requirements of Subsection 907-636.02.1.3. In addition, the transformer shall be rated to match the requirement of the primary service and the types of load served as specified in the plans. The transformer unit shall be installed inside the enclosure and meet all applicable codes. Each transformer shall be furnished as one complete unit and wiring of multiple transformers to meet the required ratings at each enclosure location is not allowed. Step-up and Step-down transformers shall be designed specifically for each application. Reverse feeding of step-up and step-down transformers is not allowed. All transformers shall be designed for outdoor installation and rated 600 VAC and below.

907-636.03--Construction Requirements.

907-636.03.1--Direct Buried Cable. After the fourth sentence of Subsection 636.03.1 on page 555, add the following.

Direct buried electric cable shall not be placed in the same trench as fiber optic cables.

907-636.04--Method of Measurement. Delete the first paragraph of Subsection 636.04 on page 557, and substitute the following.

Electric cable of the type specified, constructed as specified on the plans, will be measured by the linear foot. Measurement will be computed horizontally along the conduit, messenger cable or mast arm and vertically along the pole. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit. No extra length will be allowed for cable inside signal heads, drip loops, or sag in aerial supported cable. Tracer tape, when required in the plans, used with tracer cable will not be measured for separate payment but shall be included in the contract price for Tracer Cable. The terminals for the measurements of lengths will be considered specifically as the center of the pull boxes, poles, signal heads or controller cabinets.

After the first paragraph of Subsection 636.04 on page 557, add the following.

ITS Ground Mounted Enclosures, complete in place and accepted, will be measured as a unit quantity per each for a complete and operable unit in accordance with the contract provisions.

907-636.05--Basis of Payment. After the first paragraph of Subsection 636.05 on page 557, add the following.

ITS Ground mounted enclosures, measured as prescribed above, will be required wherever ground mounted meter enclosures or step-up or step-down transformers are noted as required in the plans. The enclosures shall be paid for at the contract unit price bid per each; which price shall be full compensation for any transformers (as described in the plans), foundation construction, cabinets, pedestals, meter bases, disconnects, relays, terminals, circuit breakers, sockets, hubs, buses, connectors, mounting material, all other materials for constructing, installing, connecting, testing and final cleanup; and for all equipment, labor, tools and incidentals necessary to complete the work in accordance with the contract documents.

In the first sentence of the second paragraph of Subsection 636.05 on page 557, change “relaid” to “re-laid”.

Delete the list of pay items on pages 557 and 558, and substitute the following.

907-636-A: Electric Cable, Direct Burial, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-B: Electric Cable, Underground in Conduit, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-C: Electric Cable, Aerial Supported, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-D: Electric Cable, Aerial Supported in Conduit, <u>Type</u> , AWG ___, ___ Conductor	- per linear foot
907-636-E: Electric Cable, Underground in Conduit, Tracer Cable	- per linear foot
907-636-F: Electric Cable, Repair	- per linear foot
907-636-G: Underground Cable and Conduit, Removed	- per linear foot
907-636-H: Underground Cable and Conduit, Removed and Re-laid	- per linear foot
907-636-I: ITS Ground Mounted * Enclosure	- per each

* Indicate Meter or Transformer

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-637-3

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal Conduit and Pull Boxes

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-637.02--Materials.

907-637.02.1--Pull Box / Enclosures. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

907-637.03--Construction Requirements.

907-637.03.1--Pull box/Enclosures. Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

907-637.03.2.1--Conduit Duct Bank. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

907-637.03.2.4--Blank.

907-637.03.2.5--Blank.

After Subsection 637.03.2.7 on page 563, add the following.

907-637.03.3--Submittals. The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met if the NTB is included as part of the Project Proposal

and Contract Documents. In all cases, submittals shall be thorough and timely. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

907-637.03.4--Quality Assurance. The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal and Contract Documents. In all cases, the Contractor shall conduct, maintain, and leave the worksite in a professional and organized manner. All costs associated with the quality assurance requirements shall be included in the overall contract price.

907-637.04--Method of Measurement. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

- a) From center to center of pull box and/or foundation.
- b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

907-637.05--Basis of Payment. Delete the first, second, third, fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Pull Box Enclosures, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials including the cover, installing, crushed gravel underlayment, poured concrete collars, replacement of sod or existing grassing, final clean-up and for all equipment, all documentation and submittals, tools, labor and incidentals necessary to complete the work and quality assurance.

Conduit / Duct Bank, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, trenching, installing, backfilling trench, plowing, directional boring, restoration, marking tape, pull tape, duct plugs, fittings, testing, bore logs, all documentation and submittals, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Rigid Galvanized Steel, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, all documentation and submittals, all related materials including but not limited to couplings, mounting straps, bonding to ground, etc., that is installed on sign structures, poles or between the pull boxes, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A: Pull Box Enclosure, Type

- per each

907-637-B:	Pull Box Enclosure, Structure Mounted, <u>Type</u>	- per each
907-637-C:	Traffic Signal Conduit, Underground, <u>Type</u> , <u>Size</u>	- per linear foot
907-637-D:	Traffic Signal Conduit, Underground Drilled or Jacked, <u>Type</u> , <u>Size</u>	- per linear foot
907-637-E:	Traffic Signal Conduit, Structural Conduit, <u>Type</u> , <u>Size</u>	- per linear foot
907-637-F:	Traffic Signal Conduit, Aerial Supported, <u>Type</u> , <u>No.</u> , <u>Size</u>	- per linear foot
907-637-G:	Traffic Signal Conduit, Underground Encased in Concrete, <u>Type</u> , <u>Size</u>	- per linear foot
907-637-H:	Traffic Signal Conduit Bank, Underground, <u>Type</u> , <u>No.</u> , <u>Size</u>	- per linear foot
907-637-I:	Traffic Signal Conduit Bank, Underground Drilled or Jacked, <u>Type</u> , <u>No.</u> , <u>Size</u>	- per linear foot
907-637-J:	Traffic Signal Conduit Bank, Structural Conduit, <u>Type</u> , <u>No.</u> , <u>Size</u>	- per linear foot
907-637-K:	Traffic Signal Conduit Bank, Aerial Supported, <u>Type</u> , <u>Size and Number</u>	- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-645-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Pedestrian Detection Assemblies

Section 645, Pedestrian Detection Assemblies, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-645.02--Materials.

907-645.02.1--Standard Pedestrian Pushbutton Detector. Before the first sentence of the paragraph in Subsection 645.02.1 on page 629, add the following.

The Standard Pedestrian Pushbutton Detector shall meet the latest ADA Compliant Specifications.

907-645.02.1.2--Pushbutton. Delete the second sentence of the paragraph in Subsection 645.02.1.2 on page 629, and substitute the following.

The switch, when activated, shall give an audible (i.e., click) and visual indication of actuation. The visual indication shall remain illuminated until the pedestrian's WALK indication is displayed.

907-645.02.5--Environmental. Delete the paragraph in Subsection 645.02.5 on page 631, and substitute the following.

Ensure equipment performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS 2, Sections 2.2.7, 2.2.8, and 2.2.9.

907-645.05--Basis of Payment. Add the "907" prefix to the list of pay items on page 631.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-1

CODE: (IS)

DATE: 10/25/2022

SUBJECT: Materials and Tests

Section 700, Materials and Tests, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 700.01 on page 713, add the following.

907-700.01.1--Buy America Materials Sourcing Requirements for Construction Materials.

As related to the requirements in Subsection 907-106.14, Construction Materials shall include an article or material that is or consists primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Construction Materials which are exempt from the requirements in Subsection 907-106.14 include the following: cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

For Construction Materials, both the final manufacturing process and the manufacturing stage immediately preceding the final manufacturing process shall occur domestically.

907-700.01.2--Compliance Requirements. Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with certificates of compliance documenting conformance to the requirements of Subsection 907-106.14.

The certificates shall be on the Supplier's/Manufacturer's letterhead, containing the following:

- Project number
- Name of manufacturer and address of manufacture location
- Material description
- Batch number / Heat number / Lot number
- Bill of lading number
- Date received
- "I certify each material listed on this certificate to be permanently incorporated in this project has been manufactured domestically."
- Signature of an authorized representative of the Supplier/Manufacturer

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-3

CODE: (SP)

DATE: 05/04/2021

SUBJECT: Hydraulic Cement

Section 701, Hydraulic Cement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-701.01--General. In the first sentence of the second paragraph of Subsection 701.01 on page 718, change “mills” to “plants.”

In the second sentence of the sixth paragraph of Subsection 701.01 on pages 718 and 719, change “shall” to “will.”

907-701.02--Portland Cement.

907-701.02.1-General.

907-701.02.1.2--Alkali Content. Delete the sentence in Subsection 701.02.1.2 on page 719, and substitute the following.

When used in portland cement concrete, the total alkali contribution from all cement types in this Subsection shall not exceed 4.0 lb. per cubic yard of concrete calculated as follows:

$$\text{lb alkali per cu Yd} = \frac{(\text{lb cement per cu Yd}) \times (\% \text{Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, the maximum cement alkali content reported on the cement mill certificate shall be used. An example calculation can be found in the Department’s *Concrete Field Manual*.

907-701.02.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.02.2 on page 719, and substitute the following.

The maximum replacement of cement by weight is 25% for fly ash or 50% for ground granulated blast furnace slag (GGBFS). Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for portland cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of cement by fly ash or GGBFS.

Delete Subsection 701.02.2.1 on pages 719 and 720, and substitute the following.

907-701.02.2.1--Portland Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater.

When portland cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 1. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 1.

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type I cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS or Type II ^{*,**} cement
Severe	0.20 - 2.00	1,500 - 10,000	Type I cement with a replacement by weight of 49.5 - 50.0% GGBFS, or Type II [*] cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS

* Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C₃A) may be used in lieu of Type II cement as allowed in Subsection 701.02.1; this cement is given the designation "Type III(MS)."

** Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.02.2.

Delete Subsection 701.02.2.2 on page 720, and substitute the following.

907-701.02.2.2--Portland Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When portland cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.02.2.1.

907-701.04--Blended Hydraulic Cement.

907-701.04.1--General. Delete Subsection 701.04.1.1 on page 720, and substitute the following.

907-701.04.1.1--Types of Blended Hydraulic Cement. Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO M 240:

Type IL – Portland-limestone cement
Type IP – Portland-pozzolan cement
Type IS – Portland blast-furnace slag cement

Blended cement Types IL, IP, and IS meeting the “MS” sulfate resistance requirement listed in AASHTO M 240, Table 3 shall have the “(MS)” suffix added to the type designation.

907-701.04.1.2--Alkali Content. Delete the sentence in Subsection 701.04.1.2 on page 720, and substitute the following.

All blended cement types shall be made with clinker that would result in cement meeting the requirements of Subsection 701.02.1.2 when used in the production of AASHTO M 85, Type I or Type II cement.

The blended cement manufacturer shall include the percent equivalent alkalis as Na₂O on their cement mill reports.

When calculating the total alkali contribution with blended cements, use the equivalent alkali content of the base portland cement. An example calculation for cases where blended cements are used can be found in the Department’s *Concrete Field Manual*.

907-701.04.2--Replacement by Other Cementitious Materials. Delete the paragraph in Subsection 701.04.2 on page 720, and substitute the following.

The maximum replacement of blended cement Type IL by weight is 35% for fly ash or 50% for GGBFS. Replacement contents below 20% for fly ash or 45% for GGBFS may be used, but will not be given any special considerations, such as the maximum acceptance temperature for blended cement concrete containing pozzolans in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of blended cement by fly ash or GGBFS.

No additional cementitious materials, such as portland cement, blended cement, fly ash, GGBFS, or others, shall be added to or as a replacement for blended cement Types IP and IS.

Delete Subsection 701.04.2.1 on pages 720 and 721, and substitute the following.

907-701.04.2.1--Blended Cement Concrete Exposed to Soluble Sulfate Conditions or Seawater. When blended cement concrete is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall be as follows in Table 2. Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed in Table 2.

Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater

Sulfate Exposure	Water-soluble sulfate (SO ₄) in soil, % by mass	Sulfate (SO ₄) in water, ppm	Cementitious material required
Moderate and Seawater	0.10 - 0.20	150 - 1,500	Type IL (MS)* cement, Type IL cement with one of the following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS, Type IP (MS) cement, or Type IS (MS) cement
Severe	0.20 - 2.00	1,500 - 10,000	Type IL cement with a replacement of cement by weight of 49.5 - 50.0% GGBFS, or Type IL (MS) cement with one of following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS

* Class F fly ash or GGBFS may be added as a replacement for cement as allowed in Subsection 907-701.04.2.

Delete Subsection 701.04.2.2 on page 721, and substitute the following.

907-701.04.2.2--Blended Cement for Soil Stabilization Exposed to Soluble Sulfate Conditions or Seawater. When blended cement for use in soil stabilization is exposed to moderate or severe soluble sulfate conditions, or to seawater, cement types and replacement of cement by Class F fly ash or GGBFS shall meet the requirements of Subsection 701.04.2.1.

Delete Subsection 701.04.3 on page 721.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-4

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Bituminous Materials

Section 702, Bituminous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-702.04--Sampling. Delete the sentence in Subsection 702.04 on page 722, and substitute the following.

Sampling of bituminous materials shall be as set out in AASHTO R 66.

907-702.07--Emulsified Asphalt. Delete the last sentence in Subsection 702.07 on page 724, and substitute the following.

Asphalt for fog seal shall conform to the requirements of Subsection 907-702.12, Table V.

907-702.12--Tables. Delete Table V in Subsection 702.12 on page 729, and substitute the following.

**TABLE V
SPECIFICATION FOR FOG SEAL**

Test Requirements	LD-7		CHPF-1		Test Method
	Min.	Max.	Min.	Max.	
Viscosity, Saybolt Furol, @ 25°C, Sec.	10	100	-	100	AASHTO T 72
Storage Stability Test, 24 hr, %	-	1	-	1	AASHTO T 59
Settlement, 5 day, %	-	5	-	-	AASHTO T 59
Oil Distillate, %	-	1	-	-	AASHTO T 59
Sieve Test, % *	-	0.3	-	0.1	AASHTO T 59
Residue by Distillation, %	40	-	40	-	AASHTO T 59
Test on Residue from Distillation					
Penetration @ 25°C, 100g, 5 sec	-	20	40	90	AASHTO T 49
Softening Point, °C	65	-	-	-	ASTM D 36
Solubility in trichloroethylene, %	97.5	-	-	-	AASHTO T 44
Elastic Recovery @ 25°C, %	-	-	40	-	AASHTO T 301
Original DSR @ 82° (G*/Sinδ, 10 rad/sec)	1	-	-	-	AASHTO T 111

* The Sieve Test result is tested for reporting purposes only and may be waived if no application problems are present in the field.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-2

CODE: (SP)

DATE: 11/29/2022

SUBJECT: Gradation

Section 703, Aggregates, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-703.03--Coarse Aggregates for Hydraulic Cement Concrete.

907-703.03.2--Detail Requirements.

907-703.03.2.4--Gradation. In the table in Subsection 703.03.2.4 on page 734, add 100 for the percent passing by weight on the 1½-inch sieve for Size No. 67 aggregates.

Delete Note 2 under the table in Subsection 703.03.2.4 on page 734, and substitute the following.

Note ² – 100 percent shall pass the 1-inch sieve for Size 67 used in Class F and Class FX concrete.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-705-1

CODE: (IS)

DATE: 06/13/2018

SUBJECT: Stone Riprap

Section 705, Stone Blanket Protection and Filter Blanket Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-705.04--Stone Riprap. Delete the last sentence of the first paragraph of Subsection 705.04 on page 750, and substitute the following.

Quality requirements for rock to be furnished under these specifications will come from a pre-approved source and be visually approved prior to use.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-3

CODE: (SP)

DATE: 10/27/2021

SUBJECT: Joint Materials

Section 707, Joint Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-707.02--Joint Filler.

907-707.02.2--Preformed Sponge, Rubber, Cork and Closed-Cell Polypropylene Foam Joint Fillers for concrete Paving and Structural Constructions. Delete the two paragraphs of Subsection 707.02.2 on page 755, and substitute the following.

Preformed joint filler shall conform to AASHTO M 153 for sponge, rubber, and cork and tested according to ASTM D545. The type required will be indicated on the plans.

Closed-cell polypropylene foam shall conform to the requirements in ASTM D8139 and tested in accordance with ASTM D545.

907-707.02.3--Wood. Delete paragraph (b) of Subsection 707.02.3 on page 755, and substitute the following:

- (b) Dimensions shall be as shown on the plans. Dimensions shown on the plans are “dressed” sizes in accordance with Table 3 of the American Softwood Lumber Standard, SP-20. At the discretion of the Engineer, a 3/4-inch dressed board may be used in lieu of a 1-inch dressed board. A tolerance of plus or minus 1/16 inch thickness and plus or minus 1/8 inch width will be permitted. For slip-form paving a tolerance of minus 1/4 inch on each end in length will be permitted.

907-707.06--Flexible Plastic Gasket for Joining Conduit. Delete the third paragraph of Subsection 707.06 on page 756, and substitute the following.

The Department may require the performance test described in ASTM C 990.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

Section 711, Reinforcement and Wire Rope, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-711.02--Deformed and Plain Carbon-Steel Bars for Concrete Reinforcing.

907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.

907-711.02.3.1--Plain Steel Wire. Delete the sentence in Subsection 711.02.3.1 on pages 780 and 781, and substitute the following.

Plain steel wire and plain steel welded wire shall conform to the requirements of AASHTO M 336.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-712-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Fence and Guardrail

Section 712, Fence and Guardrail, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-712.01--General. After the sentence in Subsection 712.01 on page 785, add the following.

All materials' inspection, testing, and certification will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Delete Subsections 712.02 and 712.03 on page 785, and substitute the following.

907-712.02--Barbed Wire. Barbed wire shall conform to the requirements of AASHTO M 280. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.03--Metallic-Coated, Steel Woven Wire Fence Fabric. Woven wire fencing (i.e., "hog wire") shall conform to the requirements of AASHTO M 279. In the coastal counties of Hancock, Harrison, and Jackson, either Coating Type Z Class 3 or Coating Type A shall be furnished. In all other areas of the State, either Coating Type Z Class 1, Coating Type Z Class 3, Coating Type ZA Class 60, or Coating Type A shall be furnished.

907-712.04--Chain Link Fence. Delete Subsections 712.04.1 thru 712.04.7 on pages 785 & 786, and substitute the following.

907-712.04.1--Fabric. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished. In all other areas of the State, either Type I Class C, Type I Class D, Type II, Type III, or Type IV fabrics shall be furnished.

907-712.04.2--Tie Wire. Tie wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. Either Type I, Type II, Type III, or Type IV tie wire shall be furnished.

907-712.04.3--Tension Wire. Tension wire shall be of the same material as the fencing wire being used, shall be of good commercial quality, and shall meet the requirements of AASHTO M 181. In the coastal counties of Hancock, Harrison, and Jackson, either Type I Class 3, Type II, Type III, or Type IV tension shall be furnished. In all other areas of the State, either Type II, Type III, Type IV, or Type I Classes 1, 2, or 3 tension wires shall be furnished.

907-712.04.4--Posts Rails, Gate Frames, and Expansion Sleeves. Posts, rails, gate frames, and expansion sleeves shall conform to the requirements for posts in Subsection 712.05.2, unless otherwise designated in the contract.

907-712.04.5--Miscellaneous Fittings and Hardware. Miscellaneous fittings and hardware shall conform to the requirements of Subsection 712.16.

907-712.05--Fence Posts and Braces.

907-712.05.1--Treated Timber Posts and Braces.

907-712.05.1.1--General. Delete the third, fourth, fifth, and sixth paragraphs of Subsection 712.05.1.1 on page 787, and substitute the following.

All wood posts and braces shall be treated in accordance with Subsections 718.03 and 718.04.

907-712.05.1.2--Round Posts. Delete the last sentence of the last paragraph of Subsection 712.05.1.2 on page 788.

907-712.05.1.3--Sawed Posts. Delete the last sentence of the paragraph of Subsection 712.05.1.3 on page 788.

907-712.05.1.4--Sawed Braces. Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

Delete Subsection 712.05.2 on page 788, and substitute the following.

907-712.05.2--Metal Posts.

907-712.05.2.1--Round Steel Pipe. Round steel pipe shall meet the requirements of AASHTO M 181, either Grade 1 (i.e., meeting the requirements in ASTM F 1083) or Grade 2 (i.e., meeting the requirements of ASTM F 1043).

Round steel pipe shall be sized in accordance with NPS (nominal pipe size) designations as shown on Plans, and not according to the outer or inner pipe diameter.

907-712.05.2.2--Steel Fence Post and Assemblies, Hot-Wrought. Steel posts with the following section shapes, Tee, channel or U, and Y-Bar shall meet the requirements of AASHTO M 281, galvanized in accordance with the requirements of AASHTO M 111, unless otherwise specified in the contract. Acceptance of these steel posts shall be by certification from the manufacturer, producer, supplier, or fabricator, as applicable.

907-712.05.2.3--Blank.

907-712.05.2.4--Steel H-Beam Posts. Steel H-Beam posts shall be produced from structural quality weldable steel having a minimum yield strength of 45,000 psi and shall be galvanized in accordance with ASTM A 123. Steel H-Beam line posts shall be 2.250 inches by 1.625 inches and shall weigh 3.43 pounds per foot. A tolerance of plus or minus 5.0 percent is allowed for

weight per foot. A tolerance of plus or minus 1.0 percent is allowed for dimensions.

907-712.05.2.5--Aluminum-Alloy Posts and Assemblies. Round aluminum-alloy posts shall meet the requirements of ASTM B 241, Alloy 6061, T6. Aluminum-Alloy H-Beam posts shall meet the requirements of ASTM B 221, Alloy 6061, T6.

907-712.05.2.6--Formed Steel Section Posts. Formed steel section posts, "C" sections, shall be formed from sheet steel conforming to ASTM A 1011, Grade 45, and shall be galvanized in accordance with ASTM A 123.

907-712.06--Guard and Guardrail Posts.

907-712.06.2--Treated Wood Posts.

907-712.06.2.1--Square Posts. Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

All square posts shall be inspected for conformance with Section 712.05, except that the posts may be rough and shall be within $\pm 3/8$ " of the dimensions shown on the plans.

907-712.06.2.2--Round Posts. Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

All round posts shall be inspected for conformance with Section 712.05, except that the posts shall be of the shape and dimensions shown on the plans.

907-712.06.5--Treated Wood Blocks for Use with Metal Guardrail Posts. Delete the paragraphs of Subsection 712.06.5 on pages 789 & 790, and substitute the following.

Treated wood blocks for use with metal guardrail posts shall be within $\pm 3/8$ " of the size and dimensions shown on the plans, except that a minus tolerance shall not be allowed for the slotted width in which the metal post must fit.

Delete Subsection 712.16 on page 791, and substitute the following.

907-712.16--Hardware. All ferrous metal hardware for fencing such as bolts, nuts, washers, and metal straps shall be as specified on the plans and galvanizing shall not be less than 1.0 ounce per square foot of uncoated area. Aluminum coated hardware shall be coated with aluminum meeting the requirements of AASHTO M 181 for aluminum coating and at the rate of not less than 0.4 ounces per square foot of uncoated area.

Aluminum alloy hardware shall conform to the requirements of ASTM B 221 for extruded aluminum alloy 6063, T6. The finished members shall be of uniform quality.

Aluminum-zinc coated hardware shall be coated with an aluminum-zinc alloy meeting the chemical requirements and weight of coating specified for aluminum-zinc alloy coated metal gates.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-3

CODE: (SP)

DATE: 08/31/2021

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.01--Water.

907-714.01.1--General. Delete the last sentence of the second paragraph in Subsection 714.01.1 on page 794.

907-714.01.2--Water for Use in Concrete. Delete Subsection 714.01.2 on page 794, and substitute the following:

Water from municipal sources is permitted be used as mixing water in concrete, mortar, and grout without Department testing. Water from non-municipal water sources used in mixing of concrete, mortar, and grout which does not meet the requirements in Subsection 714.01.1 shall be tested for conformance as required in AASHTO M157, Table 1 and Table 2.

907-714.01.3--Water for Use in Chemically Stabilized Based. Delete the first sentence of first paragraph in Subsection 714.01.3 on page 794, and substitute the following:

Water used in the construction of bases that contain cement, lime, or other chemical additive shall be as set out in Subsection 714.01.1. Water from municipal sources is permitted to be used without testing for conformance to the requirements below. If water is not from a municipal source, it shall not contain impurities in excess of the following limits:

Delete Subsection 714.01.6 on page 795, and substitute the following.

907-714.01.6--Blank.

907-714.05--Fly Ash.

907-714.05.1--General. Delete the first sentence of the fifth paragraph in Subsection 714.05.1 on page 797.

Delete Subsection 714.15 on pages 816 and 817 and substitute the following.

907-714.15--Geogrids.

907-714.15.1--General. A geogrid is defined as a geosynthetic formed by a regular network of connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, and other surrounding materials to function primarily as reinforcement.

Geogrid shall be manufactured from an expanded strain hardened monolithic polymer sheet composed of one or more synthetic polymers and shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

Geogrid manufacturers shall participate in and be in compliance with the American Association of State Highway Transportation Officials (AASHTO) National Transportation Product Evaluation Program's (NTPEP) Geosynthetics audit program. Geogrid shall meet the requirements of Table II for the application and type shown on the plans and shall be selected from the Department's Approved Lists.

907-714.15.1.1--Geogrid for Retaining Walls and Reinforced Soil Slopes. Geogrid for retaining walls and reinforced soil slopes shall be creep tested in accordance with AASHTO R69 and meet Long Term Design Load, Minimum Ultimate Tensile Strength, and open area criteria listed in Table II. Manufacturers shall perform at least one long-term creep test for no less than 10,000 hours in accordance to ASTM D 5262 for each polymer or composition of polymers from which the geogrid is produced. The long-term design load that shall be reported for design use, shall be that load at which no more than 10% strain occurs over a 100-year design life of the geogrid, as calculated in accordance with AASHTO R69. Long-term design loads shall be reported unfactored, and the AASHTO strength reduction factors (Durability and Installation, and safety factors) will be considered by the Department's Geotechnical Branch on a site specific design basis.

907-714.15.1.2--Geogrid for Subgrade Stabilization. Geogrid for subgrade stabilization shall meet Minimum Ultimate Tensile Strength and open area criteria listed in Table II.

907-714.15.2--Marking, Shipment, and Storage. Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

907-714.15.3--Manufacturer Certification. The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as the originally approved

by the Department.

907-714.15.4--Acceptance Sampling and Testing. Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. As sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. All material samples shall be provided at no cost to the State.

**TABLE II
GEOGRIDS**

Physical Properties	Type Designation						Test Method
	I	II	III	IV	V	VI	
Long Term Design Load ¹ , pounds per foot, Machine Direction	250	500	750	1500	2500	3500	AASHTO R69, ASTM D5262
Minimum Ultimate Tensile Strength ² , pounds per foot, Machine Direction	500	1000	1500	3000	5000	7000	ASTM D6637
Open Area, percent	70	70	50	50	50	50	Direct Measurement

¹ Minimum design criteria requirement.

² Minimum Average Roll Value (MARV).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-718-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

Section 718, Timber and Dimension Lumber, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the Subsections in Section 718 on pages 836 thru 838, and substitute the following.

907-718.01--General. All timber and dimension lumber shall be Southern pine and shall conform in all respects to applicable requirements of AASHTO M 168. The Department reserves the right to sample and to test all materials at any time; all inspection, testing, and certification of materials will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Timber and dimension lumber shall be furnished in the sizes shown on the plans or as specified. Unless otherwise specified, timber and dimension lumber shall be No. 1, or better, graded according to the latest American Lumber Standards.

Only one type of preservative shall be used for the treatment of materials for any one class of construction on a project, unless otherwise specified.

Where treated timber and dimensional lumber is to be used in non-highway construction or use, such as decking, handrails in walking trails, or in any manner where general public exposure by touch is possible, the treatment requirements will be as per project plans and/or approved by the State Materials Engineer.

907-718.02--Untreated Timber and Dimension Lumber. Untreated timber and dimension lumber shall conform to the requirements of AASHTO M 168.

907-718.03--Treated Timber and Dimension Lumber. Timber and dimension lumber to be treated shall meet the requirements herein specified and shall be treated as specified. Treated timber or dimensional lumber will not be accepted for use unless it has been inspected by an authorized representative of the Department and found to be satisfactory after treatment.

907-718.03.1--Blank.

907-718.03.2--Treatment.

907-718.03.2.1--General. All materials shall be treated in accordance with AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

907-718.03.2.2--Blank.

907-718.03.2.3--Inspection. Treated timber and dimension lumber shall be inspected by an authorized representative of the Department before being incorporated into the work. Treatment reports shall be provided to the Department for each lot of material supplied.

907-718.03.3--Blank.

907-718.03.4--Storage of Treated Material. All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed 10 foot intervals and shall have at least one foot of air space beneath the stacks.

All materials treated with preservatives for use in buildings and applications where painting is required shall be dried after treatment. The treated wood shall be dried in accordance with American Lumber Standards.

907-718.04--Preservative. Preservatives shall be as specified in AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Acceptance Procedure for Glass Beads

Section 720, Pavement Marking Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-720.01--Glass Beads.

907-720.01.4--Acceptance Procedures. Delete the last sentence of the paragraph in Subsection 720.01.4 on page 841, and substitute the following.

Acceptance sampling and testing of glass beads will be in accordance with Subsection 2.9.2 of the Department's Materials Division Inspection, Testing, and Certification Manual.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-4

CODE: (IS)

DATE: 04/19/2022

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-721.06--Reflective Sheeting.

907-721.06.2--Performance Requirements. Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

MINIMUM COEFFICIENTS OF RETROREFLECTION Candela per foot candle per square foot (cd/fc/ft²) Per ASTM Designation D4956

TABLE 4
Type IX Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	380	285	38	76	17	300	230	115
0.2°	+30.0°	215	162	22	43	10	170	130	65
0.5°	-4.0°	240	180	24	48	11	190	145	72
0.5°	+30.0°	135	100	14	27	6.0	110	81	41
1.0°	-4.0°	80	60	8.0	16	3.6	64	48	24
1.0°	+30.0°	45	34	4.5	9.0	2.0	36	27	14

TABLE 5
Type XI Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	580	435	58	87	26	17	460	350	175
0.2°	+30.0°	220	165	22	33	10	7.0	180	130	66
0.5°	-4.0°	420	315	42	63	19	13	340	250	125
0.5°	+30.0°	150	110	15	23	7.0	5.0	120	90	45
1.0°	-4.0°	120	90	12	18	5.0	4.0	96	72	36
1.0°	+30.0°	45	34	5.0	7.0	2.0	1.0	36	27	14

After Subsection 721.10 on page 864, add the following.

907-721.11--Digital Applied Printing. The following addresses the requirements for digitally printed finished retroreflective traffic control signs on flat sheet aluminum and digitally printed traffic sign faces intended to be applied to a sign substrate.

907-721.11.1--Digitally Printed Ink Systems. Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.

Digital printed ink systems used to print traffic signs must meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Digital printed ink systems must meet 70% of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Prior to fabrication and preferably at the preconstruction meeting, the Contractor shall advise the Project Engineer in writing as to which signs on the project will be digitally printed and which ones will be screen printed. The Contractor shall submit to the Project Engineer certifications for all digitally printed signs, which will be forwarded to the State Traffic Engineer for review.

907-721.11.2--Protective Overlay Film. Permanent traffic signs printed with digital ink systems will be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlamine shall comply with the retroreflective sheeting manufacturer’s recommendations to ensure proper adhesion and transparency and will also meet the reflective film durability as identified in Table 1.

Table 1
Retroreflective Film Minimum Durability Requirements

ASTM D4956 Type	Full Sign Replacement Term (years)	Sheeting Replacement Term (years)
IV	7	10
VIII	7	10
IX	7	12
XI	7	12

Temporary signs used in work zones printed with black ink only will not require a protective overlay film as long as the finished sign is warranted for a minimum outdoor durability of three years by the sheeting manufacturer.

907-721.11.3--Inspection. During fabrication, the Contractor shall provide sufficient testing and quality control throughout fabrication to insure good workmanship. Once the material has been received, it may be subject to random testing to ensure compliance with all requirements. If any test samples do not conform to the requirements, the entire order may be returned at the vendor’s expense.

907-721.11.4--Traffic Sign Performance Warranty Provisions. Based on the ASTM Type of sheeting specified, traffic control signs shall be warranted for the duration shown in Table 1. The Contractor shall supply a copy of the warranty document with complete details of terms and conditions upon request of the Department.

907-721.11.5--Certified Digital Sign Fabricator. Sign fabricators using digital imaging methods to produce regulated traffic signs must be certified by the reflective sheeting manufacturer whose materials are used to produce the delivered signs.

Certified sign fabricators must undergo an audit process by the sheeting manufacturer to ensure they have the proper equipment, manufacturing capabilities, manufacturing application processes and the materials required to fulfill the sheeting manufacturer's warranty obligations. Sign fabricators must recertify annually with reflective sheeting manufacturers or utilize a 3rd party certifier approved by the reflective sheeting manufacturer.

The Contractor shall submit proof of Sign Fabricator Certification as issued by the retroreflective sign sheeting manufacturer to the Project Engineer upon delivery of the signs, or with the Shop Drawings.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-722-1

CODE: (IS)

DATE: 11/15/2017

SUBJECT: Materials for Traffic Signal Installation

Section 722, Materials for Traffic Signal Installation, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follow.

907-722.02.3--Design Strength Requirements. Delete Subsection 722.02.3 on pages 864 thru 866, and substitute the following.

Unless specified otherwise in the plans, poles shall meet the requirements of the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*, as specified in the plans with all interim supplements. All components of the assemblies shall be designed to the following:

- Importance Factor: 1.0; 50 year mean recurrence interval
- Basic Wind Speed (3 second gust): As shown on the project plans
- Minimum Gust Effect Factor: 1.14
- Fatigue Category: II
- Ice Loading: As shown on the project plans
- Natural Wind Gust Pressure Loads: Included
- Truck Induced Gust Pressure Loads: Not included
- Galloping: Not included

907-722.02.5--Mast Arms for Traffic Signal and Equipment Poles. Delete the first four sentences of the third paragraph of Subsection 722.02.5 on page 867, and substitute the following.

Anchor base plates must meet the minimum requirements of ASTM A36 or ASTM A709 Grade 36 or ASTM A572 Grade 50 and must be welded to the shaft by either telescoped with two continuous arc welds or by back up ring using full penetration welds.. Flange plate shall telescope the large end of the arm and be welded by either two (2) continuous arc welds, one (1) being on the outside of the plate, adjacent to the shaft, and the other one (1) on the inside at the end of the tubular cross section or by back up ring using full penetration welds. The thru-bolt flange plate or tapped flange plate supporting the mast arm shall be welded to the pole near the top and supported side plate tangent to the pole and gusset plates both top and bottom. The thru-bolt or tapped flange plate must be sufficient to develop the full capacity of the connecting bolts.

907-722.03--Electric Cable. Delete the paragraphs for Loop Detector Wire and Loop Detector Lead-in Cable in Subsection 722.03 on page 869.

Delete the first sentence of “Communication Cable” in Subsection 722.03 on page 870, and substitute the following.

Communication cables shall be as per the manufacturer's recommendation.

907-722.05.4--Type III or Type IV Rigid Non-Metallic Conduit. After the last sentence of Subsection 722.05.4 on page 871, add the following.

Schedule 40 conduit shall be used unless otherwise noted in the plans.

Delete the title of Subsection 722.13.3 on page 876, and substitute the following.

907-722.13.3--Power Service Pedestal.

Delete the first paragraph of Subsection 722.13.3 on page 876, and substitute the following.

The pedestal shall be of NEMA Type 3R rainproof construction and shall be UL Listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements and shall be unpainted aluminum.

Nominal size of the pedestal shall be 48"H x 16"W x 16"D.

Pedestal shall have a voltage rating or 120v/240v single phase with an Amperage rating of 800A.

After the first sentence of the seventh paragraph of Subsection 722.13.3 on page 876, add the following.

An outdoor rated heavy duty combination lock shall be provided to lock the customer compartment door.

907-722.14.1.3--Optical System. Delete the sixteenth paragraph of Subsection 722.14.1.3 on page 879, and substitute the following.

The signal module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients and low-repetition high-energy transients as stated in Section 2.1.6, NEMA Standard TS 2, 1992.

Delete the last sentence of the seventeenth paragraph of Subsection 722.14.1.3 on page 879, and substitute the following.

Load switches shall be compatible with NEMA TS 1 or later, or Model 170-1989 or later.

Delete Subsection 722.14.5 on page 882, and substitute the following.

907-722.14.5--Blank.

Delete Subsections 722.14.7 and 722.14.8 on page 882.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-11

DATE: 09/26/2023

SUBJECT: Concrete Bridges and Structures

Before Subsection 907-804.02.10 on page 1, add the following.

907-804.02.8--Laboratory Accreditation. Delete Table 1 in Subsection 804.02.8 on page 938, and substitute the following.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: R 76	Reducing Samples of Aggregate to Testing Size
AASHTO: R 90	Sampling Aggregates Products
AASHTO: R 100	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 19	Bulk Density ("Unit Weight") and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying
AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
AASHTO: T 309	Temperature of Freshly Mixed Portland Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

After the last paragraph of Subsection 907-804.02.10 on page 2, add the following.

907-804.02.10.1--Proportioning of Hydraulic Cement Concrete Mixture Design.

907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures. Delete paragraph (c) of Subsection 804.02.10.1.1 on page 942, and substitute the following.

- (c) Consist of 10 consecutive tests, average of three cylinders per test, tested at 28 days. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 804.02.13.1.

Delete Subsection 907-804.02.12 on pages 2 and 3, and substitute the following.

907-804.02.12--Contractor's Quality Control.

907-804.02.12.1--Quality Control Plan.

907-804.02.12.1.1--Elements of Plan. Delete Item (d) (3) in Subsection 804.02.12.1.1 on page 947, and substitute the following.

- (3) If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, the procedures outlined in the Contractor's Quality Control Plan for Job Site Batch Adjustments shall be followed.

907-804.02.12.5--Non-Conforming Materials. Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

Table 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Density (Unit Weight) 5. Compressive Strength 6. Yield 7. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ 100 yd ³ or when cylinders are made A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ Concrete With each sample	R 60 T 152 or T 196 T 119 T 121 T 22, T 23, T 231 T 121 T 309

Delete Subsection 804.02.13.1.7 on page 954 and substitute the following.

907-804.02.13.1.7--Blank.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-11

CODE: (IS)

DATE: 05/05/2021

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-804.02--Materials.

907-804.02.3--Non-Quality Control / Quality Assurance Concrete.

Delete the third sentence of the first paragraph on page 936 and substitute the following.

The Contractor is required to submit mixture designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions in accordance with Table 4, Contractor's Minimum Requirements for Quality Control, Items A and B.

Add the following to the list of concrete items on page 937 that are not accepted based on the Quality Control / Quality Assurance (QC/QA) requirements.

<u>Section</u>	<u>Description</u>
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610	High Tension Cable Barrier
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907-804.02.6--Classification and Uses of Concrete. After the last class of concrete listed in Section 804.02.6 on page 938, add the following.

10) Class BDX - Concrete for bridge decks (4,500 psi)

907-804.02.10--Hydraulic Cement Concrete Mixture Design. Add the following to Table 3 in Subsection 804.02.10 on page 941.

BDX	Bridge Deck ¹	57 or 67	0.42-0.45	4500	5 [-2.5]	4.5±1.5 6.5±1.5	N/A
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Delete footnote 1 of Table 3 in Subsection 804.02.10 on pages 941 & 942 and substitute the following.

¹ An approved synthetic structural fiber meeting the requirements of Subsection 711.04 shall be incorporated into the mixture at 1.25 times the approved dosage rate. For each additional pound of fibers per cubic yard added in excess of the requirement stated above, an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

For Class BD, the maximum cementitious material content shall be 550 pounds per cubic yard

For Class BDX, the maximum cementitious material content shall be 564 pounds per cubic yard.

Delete footnote 3 of Table 3 in Subsection 804.02.10 on page 942 and substitute the following:

- ³ The design slump selected by the Contractor for the mixture design approval is the maximum slump permitted.

Delete the last sentence of the first paragraph on page 942 and substitute the following.

Other hydraulic cements may be used in accordance with the specifications listed in Section 701. Other small coarse aggregate sizes meeting the requirements of Subsection 703.03.2.4 may be used in conjunction with the coarse aggregate sizes listed in Table 3.

907-804.02.12--Contractor's Quality Control. Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

Table 4
CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily	
B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption	250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	T 2 T 27 T 255 T 84 T 27 T 255 T 85
C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Density (Unit Weight) 5. Compressive Strength 6. Yield 7. Temperature	First load then one per 50 yd ³ First load then one per 50 yd ³ 100 yd ³ or when cylinders are made A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ Concrete With each sample	R 60 T 152 or T 196 T 119 T 121 T 22, T 23, T 231 T 121 T 309

907-804.02.13--Quality Assurance Sampling and Testing. Delete Table 5 in Subsection 804.02.13 on pages 951 and 952, and substitute the following.

TABLE 5
DEPARTMENT'S MINIMUM REQUIREMENTS
FOR QUALITY ASSURANCE

Quality Assurance Tests	Frequency	AASHTO/ASTM
A. AGGREGATES		
1. Sampling		T 2
2. Fine Aggregate Gradation and FM	250 yd ³ concrete	T 27
3. Coarse Aggregates Gradation	250 yd ³ concrete	T 27
4. Coarse Aggregate a. Specific gravity / Absorption	250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	
B. PLASTIC CONCRETE		
1. Sampling		R 60
2. Air Content	Every 100 yd ³	T 152 or T 196
3. Slump	Every 100 yd ³	T 119
4. Density (Unit Weight)	100 yd ³ or when cylinders are made	T 121
5. Compressive Strength	One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders.	T 22, T 23, T 231
6. Temperature	With each sample	T 309

907-804.02.13.1.4--Yield. Delete the first sentence of Subsection 804.02.13.1.4 on page 953 and substitute the following.

If the yield of the concrete mixture is more than plus or minus three percent ($\pm 3\%$) of the design volume, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume, plus or minus three percent ($\pm 3\%$).

907.804.02.13.1.7--Static Segregation. Delete the second sentence of Subsection 804.02.13.1.7 on page 954 and substitute the following.

If the static segregation of the concrete mixture design exceeds this requirement, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to ensure a static segregation in conformance with the requirement in Table 3.

907-804.03--Construction Requirements. Delete Subsection 804.03.16.1 on pages 970 & 971, and substitute the following.

907-804.03.16.1--Cold Weather Concreting.

907-804.03.16.1.1--Mixture Acceptance Temperature. For the purpose of job site acceptance temperature in accordance with Subsection 804.02.13.1.5, in cold weather, the acceptance temperature of the concrete when delivered to the job site shall conform to the temperature limitations of "Temperature Limitations on Concrete when Delivered to Job Site" listed in Table 8 below. For the purpose of mixture acceptance temperature, cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest

ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE
WHEN DELIVERED TO JOB SITE

Section thickness in the least dimension inches	Jobsite Acceptance Temperature Range °F
Less than 12	55 to 75
12 to 36	50 to 70
36 to 72	45 to 65
Greater than 72	40 to 60

907-804.03.16.1.2--Structure Concrete Protection. The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. For the purpose of structure protection, cold weather is defined as periods where there are indications of temperatures less than 40°F during the first four days after placement. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Protection of the concrete shall be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.1. If approved by the Engineer, the protection of the concrete may be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.2. In either case, should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

907-804.03.16.1.2.1--Enclosure Method. The Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure between 50°F and 100°F for the duration of the cold weather period. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

The Contractor shall install the temperature sensors and other appurtenances to measure and record the temperature history of the air inside the enclosure. The Contractor shall be able to determine the temperature history of air inside the enclosure while remaining outside the enclosure

In the event that the Contractor's enclosure method does not successfully maintain the air temperature within the required range, the Contractor shall suspend additional concrete placements until either 1) such time that changes in the enclosure method are demonstrated to successfully

maintain the required temperatures during other periods of cold weather, or 2) such time that concrete placements are not conducted during periods of cold weather.

If the air temperature inside the enclosure at the end of the protection period is more than 20°F greater than the ambient temperature, the Contractor shall 1) stop using heating equipment, 2) leave the enclosure undisturbed, and 3) allow the air temperature inside the enclosure to decrease to within 20°F of the ambient temperature before disturbing or removing the enclosure.

907-804.03.16.1.2.2--Insulating Blanketing Method. At the option of the Contractor with the approval of the Engineer, an approved insulating blanketing material capable of maintaining the temperature of the concrete at or above 40°F may be used to protect the work. The insulating blanketing material shall remain in place until both 1) the required concrete strength in Table 6 is achieved as determined using the Maturity Method in accordance with Subsection 804.03.15, and 2) the temperature differential between the ambient temperature and the internal concrete temperature determined by the maturity meter does not exceed 20°F.

In the event the Engineer does not approve of using the Insulating Blanketing Method, the Contractor shall use the Enclosure Method per Subsection 907-804.03.16.1.2.1.

907-804.03.16.1.2.3--Batching Considerations. One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water that has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

907-804.03.17--Curing Concrete.

907-804.03.17.1--Water with Waterproof Cover. In the second sentence of the fourth paragraph of Subsection 804.03.17.1 on page 973, delete the word “due”.

Delete the first sentence of the fifth paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment, such as a commercially available pressure washer, which is capable of producing a fog spray of atomized droplets of water (i.e., producing a very fine and gentle mist that looks like a foggy morning) until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete.

Delete the seventh paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

If there is an unanticipated delay in the placement of the first layer of saturated burlap outside the time limit which is due to unforeseen events which are not a part of the Contractor's curing operations for meeting the requirements of this Subsection and which are outside the direct control

of the Contractor, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet as described previously in the Subsection.

In the second sentence of the eighth paragraph of Subsection 804.03.17.1 on page 973, replace the word “like” with “such as”.

907-804.03.17.1.2--Liquid Membrane. In the first sentence of the first paragraph of Subsection 804.03.17.1 on page 973, replace “polyethylene sheets” with “white polyethylene sheets.”

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the second paragraph of Subsection 804.03.19.7.1 on page 985, and substitute the following.

In the event a method is not designated on the plans, the Contractor may use either the Longitudinal Method in accordance with Subsection 907-804.03.19.7.2 or the Transverse Method in accordance with Subsection 907-804.03.19.7.3.

907-804.03.19.7.2--Longitudinal Method. Delete the first sentence of the first paragraph of Subsection 804.03.19.7.2 on page 985, and substitute the following.

The longitudinal method may only be used for repairs to bridge decks or bridge widening projects.

907-804.03.19.7.3--Transverse Method. Before the first sentence of the first paragraph of Subsection 804.03.19.7.3 on page 986, add the following.

The transverse method shall be used for construction of new bridge decks and may be used for bridge deck repair or bridge widening.

907-804.05--Basis of Payment. Delete the first and second pay items listed on page 999, and substitute the following.

907-804-A: Bridge Concrete, Class _____ - per cubic yard

907-804-B: Box Bridge Concrete, Class _____ - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-809-2

CODE: (SP)

DATE: 05/04/2021

SUBJECT: Retaining Wall Systems

Section 809, Retaining Wall Systems, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Subsection 809.02.2.4 on pages 1017 and 1018 and substitute the following.

907-809.02.2.4--Geogrid Reinforcement for Mechanically Stabilized Earth Walls. Geogrid shall meet the requirements of Subsection 907-714.15.

907-809.05--Basis of Payment. Add the “907” prefix to the pay item listed in Subsection 809.05 on page 1015.

PROGRESS SCHEDULE

PROJECT NUMBER HPP-8750-00(004)LP/105845-802002

COUNTY Forrest

WORK PHASE NO. DESCRIPTION	LINE NUMBERS	YEAR 2024												YEAR 2025												DEC
		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	
1 Miscellaneous	10-90, 120-160, 320, 330, 350-370, 580														0											
2 Excavation and Drainage	100, 110, 210-240															16	21									
3 Base and Pavement	340															22	31									
4 Pedestrian Facilities	170-200, 250-290, 600																32	70								
5 Traffic Safety	300-310, 400-570																71	77								
6 Pavement Markings	380-390																	78								
7 Bridges/Retaining Walls	590																	79	88							
Add Option #1																										
5 Traffic Safety	470-550																	91	115							
LET: 10/31/24																										
Anticipated NOA: 01/01/24																										
Anticipated NT7/BCT: 03/01/25																										
Working Days: 90 (Base)																										
MONTH		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	172
ANTICIPATED WORKING DAYS PER MONTH		6	7	11	15	19	20	21	21	20	16	11	5	6	7	11	15	19	20	21	21	20	16	11	5	WORKING DAYS PER YEAR

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY.
THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.

SECTION 905 - PROPOSAL

Last Edited 6/12/2018

Date _____

TO: _____

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of _____
_____, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of _____ located at _____ prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the _____. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the _____ to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the _____ election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
 ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____

(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: _____

 Contractor

BY: _____

TITLE: _____

ADDRESS: _____

CITY: _____

PHONE: _____

FAX: _____

EMAIL: _____

Bid Schedule

Project Number HPP-8750-00(004)LPA / 105845 - 802000

County FORREST

Project Description City of Hattiesburg - 4th Street Sidewalk Improvements Phase

I (We) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
10	202-B007	450	SY	Removal of Asphalt Pavement, All Depths		
20	202-B053	1	EA	Removal of Concrete Foundation		
30	202-B073	490	SY	Removal of Concrete Pavement, All Depths		
40	202-B080	21	SY	Removal of Concrete Sidewalk		
50	202-B089	440	LF	Removal of Curb &/or Curb and Gutter, All Types		
60	202-B163	1	EA	Removal of Inlet Tops		
70	202-B165	1	EA	Removal of Inlets, All Sizes		
80	202-B240	200	LF	Removal of Traffic Stripe		
90	202-B249	10	EA	Removal of Trees, Less Than or Equal to 10 inches		
100	203-EX020	350	CY	Borrow Excavation, AH, FME, Class B9		
110	203-G001	100	CY	Excess Excavation, FM, AH		
120	211-B001	50	CY	Topsoil for Slope Treatment, Contractor Furnished		
130	216-B002	600	SY	Solid Sodding, Centipede		
140	219-A001	40	KGAL	Watering	20.00	\$800.00
150	907-234-A001	900	LF	Temporary Silt Fence		
160	246-B002	200	LF	Rockbags		
170	304-G001	25	CY	Size 3/4" and Down Crushed Stone Base, AEA		
				OR		
180	304-G002	25	CY	Size 610 Crushed Stone Base, AEA		
				OR		
190	304-G003	25	CY	Size 825B Crushed Stone Base, AEA		

200	907-417-A001	100	SY	Polymer Cement Surface System		
210	601-B001	6	CY	Class "B" Structural Concrete, Minor Structures		
220	602-A001	525	LBS	Reinforcing Steel		
230	603-PE001	10	LF	12" Corrugated Polyethylene Pipe		
240	604-A001	237	LBS	Castings		
250	608-A001	900	SY	Concrete Sidewalk, Without Reinforcement		
260	907-608-C001	233	SF	Detectable Warning Panels		
270	907-608-D001	14	SY	Colored Concrete Sidewalk SCORING PATTERN		
280	907-608-D002	2,300	SF	Stamped and Colored Concrete Sidewalk BRICK PATTERN, DRIVEWAY		
290	907-608-D002	110	SF	Stamped and Colored Concrete Sidewalk BRICK PATTERN		
300	609-B002	295	LF	Concrete Curb, Header		
310	609-D002	290	LF	Combination Concrete Curb and Gutter Type 1 Modified		
320	613-D010	4	EA	Adjustment of Water Meter		
330	613-D011	2	EA	Adjustment of Water Valve		
340	614-B003	420	SY	Concrete Driveway, With Reinforcement, 6-inch Thickness		
350	618-A001	1	LS	Maintenance of Traffic	XXXXX	
360	618-B001	1	SF	Additional Construction Signs	10.00	\$10.00
370	620-A001	1	LS	Mobilization	XXXXX	
380	626-H004	46	SF	Thermoplastic Legend, White		
390	626-H005	1,060	LF	Thermoplastic Legend, White		
400	907-632-C001	1	EA	Modify Existing Traffic Signal Cabinet Assembly		
410	907-634-A545	2	EA	Traffic Signal Equipment Pole, Type VI, 8' Shaft		
420	907-634-C001	1	CY	Pole Foundations, Class "B" Concrete		
430	635-A076	2	EA	Traffic Signal Head, Type 6		
440	907-636-B014	240	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor		
450	907-636-D006	24	LF	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor		
460	907-637-C028	25	LF	Traffic Signal Conduit, Underground, Type 4, 2"		
560	907-637-D002	75	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"		
570	907-645-B001	2	EA	Accessible Pedestrian Detection Assembly		
580	699-A001	1	LS	Roadway Construction Stakes	XXXXX	
590	907-809-A001	1,400	SF	Retaining Wall System		
600	L00017 - 907-258-PP501	270	LF	Pedestrian Guardrail, Per Plans		
Total Base Bid Amount						

Add Option No. 1						
Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
470	907-637-C028	200	LF	Traffic Signal Conduit, Underground, Type 4, 2"		
480	907-637-D009	90	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Type 4, 2"		
490	682-A010	1,300	LF	Underground Branch Circuit, AWG 10, 3 Conductor		
500	682-B010	110	LF	Underground Branch Circuit, Jacked or Bored, AWG 10, 3 Conductor		
510	682-D003	1	EA	Underground Pull Box		
520	682-F001	1	EA	Secondary Power Controller		
530	684-A003	3	CY	Pole Foundation, 24" Diameter		
540	907-684-PP001	37	CY	Pole Foundation, Per Plans		
550	L00016 - 683-B500	18	EA	Lighting Assembly, Low Mast, LED, TYPE 15-1-0-96		
Total Add Option No. 1 Amount						

Total Base Bid \$ _____

Total Add Option No. 1 \$ _____

Total Bid \$ _____

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE) _____ Small Business(WBE) _____

3. A joint venture with a Small Business (DBE/WBE): YES _____

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder ____, proposed Subcontractor ____, hereby certifies that he has ____, has not ____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

BY _____

(TITLE)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**

(Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- 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 (b) above; 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.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION**NON-COLLUSION AFFIDAVIT**
(Execute in duplicate)

I, _____,
(Name of person signing affidavit)

individually, and in my capacity as _____ of
(Title)

_____ do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. _____,

in _____ County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- 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 (b) above; 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.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on _____

Signature

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR _____
LOCATED IN THE COUNTY(IES) OF _____
STATE OF MISSISSIPPI, _____

This Contract is entered into by and between the Local Public Agency
_____ (the “LPA”) and the undersigned contractor (the
“Contractor”), as follows:

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the “Work”). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

LOCAL PUBLIC AGENCY (LPA)

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the ____ day of _____, 20__.

Contractor

By: _____
Title: _____

Signed and sealed in the presence of: (name and address of witness)

(LPA)

LPA Official

LPA Clerk

Award authorized by the LPA in session on the ____ day of _____, _____,
Minute Book No. _____, Page No. _____.

LOCAL PUBLIC AGENCY (LPA)

SECTION 903 PAYMENT BOND

PAYMENT BOND FOR THE FOLLOWING CONTRACT:

Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

SURETY (legal name, phone number, principal place of business and address *for notice purposes*):

Second Surety (if applicable):

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

1. If the Contractor promptly makes payment of all sums due to any and all subcontractors, suppliers and/or laborers, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.
3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
 - (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - (b) Pay or arrange for payment of any undisputed amounts.
4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of

LOCAL PUBLIC AGENCY (LPA)

any Claimant under this Bond, and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
6. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

SURETY

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

MS Insurance ID # _____

SURETY (if applicable)

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

MS Insurance ID # _____

**SECTION 903
PERFORMANCE BOND**

PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:

Project No.: _____

For the construction of: _____

Contract date: _____ Contract amount: _____

FOR OWNER: _____
(LPA, Address)

CONTRACTOR (full legal name, contact person, phone number and address):

SURETY (legal name, phone number, principal place of business and address *for notice purposes*):

Second Surety (if applicable):

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
2. The Surety's obligation under this Bond shall arise after:
 - (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
 - (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
 - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract;
or
 - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.
4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- (a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
 - (c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
7. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.
8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____

Name: _____

Title: _____

Address: _____

SURETY

Company: _____

Signature: _____

MS Insurance ID # _____

Name: _____

Title: _____

Address: _____

SURETY (if applicable)

Company: _____

Signature: _____

MS Insurance ID # _____

Name: _____

Title: _____

Address: _____

12-9-24
Date

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE

APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

LPA PROJECT

DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

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SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE

APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

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DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER :

NAME OF DBE FIRM:

☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY:

CITY :

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
TOTAL		
PER CENT OF TOTAL BID		

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE

APPROVED:

Prime Contractor Firm Name

APPROVED BY:

LPA Project Director Name (Printed)

Submitted By Name

LPA Project Director (Signature)

TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

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LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

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County: _____

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Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

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Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and Unique Entity ID

Bidders are advised that the Prime Contractor must register and maintain a current registration in the **System for Award Management** (<http://sam.gov>) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a SAM Unique Entity ID. _____ (Yes / No)

SAM Unique Entity ID: _____

Company Name: _____

Company e-mail address: _____

SECTION 901 - ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI

NOTICE TO CONTRACTORS

FOURTH STREET IMPROVEMENTS – PHASE III FEDERAL-AID PROJECT NO. HPP-8750-00(004) LPA / 105845-802000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **DATE**, 2024 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The work shall consist essentially of the following items:

Construction of sidewalk, traffic signal improvements, and lighting. All other related items of work required to complete the project as shown and specified in the Contract Documents.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE

requirements.

The *2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction*, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Contract Time. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day of overrun in Contract Time that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

City Clerk
City of Hattiesburg, Mississippi

Dates of Publication:

DATE, 2024
DATE, 2024



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, December 17, 2024
Re: Approve the sale of grave spaces per attached, Memo's, Receipts and Deeds.
File Number: 2024-770
Minute Book #

Summary

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

Recommendation Statement

I am recommending approval on the sale of grave spaces.

Please place this on the December 17, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Janice Edwina Johnson

(1) Space \$ 150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 75, Section 1, South Hill Cemetery

Taniki Rechanda Coleman

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 72, Section 35, Highland Cemetery

Mallie Wilson Dade

(1) Space \$ 150.00

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 63, Section 1, South Hill Cemetery

Willie B. Sturgis

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 8, Section 36, Highland Cemetery

Johnny McCarty

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 39, Section 34, Highland Cemetery

Sarah Mowdy

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 64, Section 38, Highland Cemetery

Sonja Sophia Duncan

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 88, Section 39, Highland Cemetery

Sonja Sophia Duncan

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 87, Section 39, Highland Cemetery

Merlin V. Lofton

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 87, Section 39, Highland Cemetery

Edgar Tucker, III

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 33, Section 38, Highland Cemetery

Debra Newton

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 93, Section 34, Highland Cemetery

Merlin V. Lofton

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 87, Section 39, Highland Cemetery

Maggie Ford

(1) Space \$ 150.00

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 132, Section 1, South Hill Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-5- 20 24

SOLD TO:

Mr. Mrs. Miss

Sarah Mawdy

ADDRESS

321 Hwy 43, Oak Vale MS 39656

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 65

Section No. 38

in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

175.00

Price Received \$

175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Jenna Moncree
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-04- 20 24

SOLD TO:

Mr. Mrs. Miss

Sonja Sophia Duncan

ADDRESS

1011 Deason Ave, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 88

Section No. 39

in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

175.00

Price Received \$

175.00

ck#1381

CITY OF HATTIESBURG, MISSISSIPPI

By

Jommiera Moncree
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-04- 20 24

SOLD TO:

ADDRESS

1011 Deason Ave, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 87

Section No. 39

in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

175.00

Price Received \$

175.00

ck#1381

CITY OF HATTIESBURG, MISSISSIPPI

By

Jenna Moncree

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-03- 2024

SOLD TO:

Mr. Mrs. Miss

Johnny McCarty

ADDRESS

2608 McLelland St, Hattiesburg MS 39401 Apt 1

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 39 Section No. 34 in Highland Cemetery

Price Received \$

110.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By

Jana Moncel

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/05/ 2024

SOLD TO:

Mr. Mrs. Miss

Mallie Wilson Dade

ADDRESS

905 South 40th Ave Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 63 Section No. 1 in South Hill Cemetery

Number of grave spaces

1

Price per grave space \$

150.00

Price Received \$

150.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Jana Moncel

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-02- 2024

SOLD TO:

Mr. Mrs. Miss

Willie B. Sturgis

ADDRESS

Po Box 556 Sumrall Ms 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 8 Section No. 36 in Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-04 2024

SOLD TO:

Mr. Mrs. Miss Merlin V. Lofton

ADDRESS 1600 West Parks Road, Raymond MS 39154

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 87 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Janice Moncrie
Supt. of City Cemeteries

CK# 1381

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-5 2024

SOLD TO:

Mr. Mrs. Miss Edgar Tucker III

ADDRESS 284 N. Shady Grove Rd, Silver Creek MS 39663

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 33 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Janice Moncrie
Supt. of City Cemeteries

CK# 107

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-05 2024

SOLD TO:

Mr. Mrs. Miss Debra Newton

ADDRESS 106 Lakewood Loop, Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 93 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Janice Moncrie

CK# 7081

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11/22/ 20 24

SOLD TO:

Mr., Mrs. Miss Janice Edwina Johnson
ADDRESS 635 Douglas Street, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 75 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 15

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jenia Monroe
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-02- 20 24

SOLD TO:

Mr., Mrs. Miss Taniki Rechanda Coleman
ADDRESS 73 IH Bouse Road, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 72 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Jenia Monroe
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-04 2024

SOLD TO:

Mr. Mrs. Miss Merlin V. Lofton

ADDRESS 11600 West Parks Road, Raymond MS 39154

desires to purchase the grave space described below, subject to Cemetery regulations.

- 1/2 SE 1/4 Lot No. 87 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 1381

CITY OF HATTIESBURG, MISSISSIPPI

By Jenia
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-05 2024

SOLD TO:

Mr. Mrs. Miss Maggie Ford

ADDRESS 705 Ellis Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SE 1/4 Lot No. 132 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK # 2080

CITY OF HATTIESBURG, MISSISSIPPI

By Jenia Monicee
Supt. of City Cemeteries

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 75 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 2024.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(SEAL)

MAYOR

**STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR**

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of December, 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 Taniki Rechanda Coleman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)
Lot Number 72 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 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 17th day of December, 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 Johnny McCarty, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)
Lot Number 39 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 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 17th day of December, 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 Willie B. Sturgis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)
Lot Number 8 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 17th day of December, 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 17th day of December, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mallie Wilson Dade, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot Number: 63 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in 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 17th day of December, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of December, 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 Sarah Mowdy, 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 65 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

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 17th day of December, 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 17th day of December, 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 Sonja Sophia Duncan, 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 88 Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

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 17th day of December, 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 17th day of December, 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 Sonja Sophia Duncan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)
Lot Number 87 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 17th day of December, 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 17th day of December, 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 Merlin V. Lofton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)
Lot Number 87 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 17th day of December, 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 17th day of December, 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 Edgar Tucker, III, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)
Lot Number 33 Section 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 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 17th day of December, 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 Debra Newton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)
Lot Number 93 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of December, 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 17th day of December, 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 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, Merlin V. Lofton., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 87 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 17th day December, 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 17th day of December, 2024

My Commission Expires:

NOTARY PUBLIC

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, December 17, 2024
Re: Approve claims docket for the period ending December 13, 2024.
File Number: 2024-779
Minute Book #

Summary

Approve claims docket for the period ending December 13, 2024.

Recommendation Statement

I recommend approval of this item.

Please place this on the December 17, 2024 City Council meeting for consideration.