Tuesday, September 8, 2026	**City Council**	**Council Chambers**
4:00 PM	**Tuesday Meeting Agenda**	**200 Forrest Street**

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Citizen's Forum

Confirmation or Adjustment of the Agenda

Approval of Minutes for the August 3, 4, 17 & 18, 2026 meetings of the City Council.

POLICY AGENDA

1.	**2026-764**	Adopt the September 8th, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026 and adopt Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance.
2.	**2026-761**	Adopt a Resolution authorizing the submission of a grant application to the Mississippi Main Street Revitalization Grant Program administered by the Mississippi Development Authority and authorize the Mayor to execute any and all necessary forms and documents for the same.
3.	**2026-754**	Adopt a Resolution authorizing the submission of a grant application to the Mississippi Outdoor Stewardship Trust Fund and authorize the Mayor to execute any and all necessary forms and documents for the same.
4.	**2026-768**	Adopt a Resolution rescinding Resolution 2024-77 concerning the assessment of cleanup costs associated with 719 Atlanta Street.

5.	**2026-755**	Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.
6.	**2026-772**	Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2026 and authorize the Council President to execute the same.
7.	**2026-765**	Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate.
8.	**2026-749**	Approve two-quote purchase to replace roof of Jaycee Park Concession, Press Box and Bleachers at 301 Lurty Avenue and award to Gable Roofing, LLC in the amount of $26,483.20.
9.	**2026-746**	Approve Joint-Funding Agreement for the period of October 1, 2026 to September 30, 2027 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, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of $8,190.00 and authorize the Mayor to execute in duplicate.
10.	**2026-747**	Acknowledge receipt of closing documents for the McLeod Street Bridge Repair project, approve Supplemental Agreement No. 1 increasing contract amount by $46,720.50 for a total of $162,115.50 and authorize the mayor to execute it, approve payment of contractor's final pay application, approve final acceptance of the project, and authorize publication of Notice of Final Settlement.
11.	**2026-750**	Authorize submission of a grant application to the Mississippi Department of Environmental Quality (MDEQ) for a Solid Waste Assistance Grant in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same. The grant requires the city to provide $25,000.00 in matching funds.
12.	**2026-770**	Authorize the acceptance of award from the Mississippi Department of Public Safety Project Safe Neighborhoods Program in the amount of $20,178.
13.	**2026-774**	Adopt a Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

ROUTINE AGENDA

1.	**2026-771**	Acknowledge receipt and Approve the Hattiesburg Convention Commission's amended budget for FY 2026.
2.	**2026-769**	Acknowledge receipt and Approve the Hattiesburg Convention Commission's proposed 2027 budget.
3.	**2026-759**	Acknowledge receipt of the Two-Quote Docket.
4.	**2026-777**	Acknowledge receipt of the Privilege Tax License Report for the month of August 2026.
5.	**2026-753**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
6.	**2026-766**	Approve and authorize the publication of a Request for Qualifications (RFQ) for Radon Testing Services for HUD CDBG and HOME Programs.
7.	**2026-757**	Approve plans and specifications for the Tipton Street Lighting Project and authorize advertisement for bids.
8.	**2026-767**	Approve specifications for the Heatherwood Water Improvements project and Authorize advertisement for bids.
9.	**2026-763**	Approve Specifications and Authorize publication of an advertisement for term bid #2, repair and rehab of city streets and term bid 23, Polyerethane Foam Services for Public Services.
10.	**2026-756**	Approve the City's purchase of (8) grave spaces, located in Section 32, Lot 11 of the East Half (E1/2) and Section 32 lot 6 of the East Half (E1/2) at Highland Cemetery, in the amount of $1,400.00 from Charles or Susan Burnes, Authorize manual check for the same.
11.	**2026-758**	Approve the city's purchase of (2) grave spaces, located in Section 39, Lot 24 in the North Half (N1/2) of the Northeast Quarter (NE 1/4) and North Half (N1/2) of the Northwest Quarter (NW1/4) at Highland Cemetery, in the amount of $350.00 from Johnny L. DuPree, Authorize manual check for the same.
12.	**2026-773**	Approve the sale of grave spaces per attached receipts.

13. **2026-762** Approve claims docket for the period ending August 31, 2026.

Recess to Public Hearing

5:00 P.M. – PUBLIC HEARING on the proposed budget and proposed tax levies for FY 2027.

1. **2026-760** Hold Public Hearing on the proposed budget and proposed tax levies for fiscal year 2027 at 5:00 p.m. in Council Chambers at City Hall.

In Memoriam:

- *Mr. Randy Cornell Oliver*
- *Mr. Ronald K. (Ron) Hegwood*
- *Mr. Spencer Torrence*
- *Mr. David Blackwelder*

Meeting Adjourn

Memorandum

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

From: **Lisa Luu Jolly, Deputy Clerk of Council**

cc: **Ronda Kennedy, Clerk of Council**

Date: **Tuesday, September 8, 2026**

Re: **Approve the minutes for the August 3, 4, 17 & 18, 2026 meetings of the City Council.**
File Number: 2026-516
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 September 8, 2026 City Council meeting for consideration.

Published Agenda

Monday, August 3, 2026
4:00 PM

City Council
Monday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order
Agenda Review
Citizens' Forum
Budget Presentations

p. 201	**1. 2026-650**	Municipal Court, presented by Judge Brian Bledsoe.
p. 201	**2. 2026-651**	Transportation and Engineering, presented by Marybeth Bergin, Director.
p. 201	**3. 2026-652**	Public Works, presented by Ronnie Perkins, Director.

Meeting Recess

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Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held **an Agenda Review at 4:00 PM on Monday, August 3, 2026**, in the Council Chambers at City Hall.

This meeting convened following the Council's adjourned scheduled regular meeting held on July 21, 2026.

***In attendance were** Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

***Others in attendance were** 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 Ware called the meeting to order and explained the procedures.

Agenda Review

Council President Ware proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President George proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- *Dr. Laveria Dent, [30 Morrell Cir.]*
- *Eric Steele, [604 Dumas Ave.]*
- *Virginia Smith, [2404 W. 4th Street, Apt. B]*
- *Donald Bethley, [N. 28th]*

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There being no other individuals wishing to speak, **Council Vice President George closed the Citizens' Forum.**

Budget Presentations

The following departmental budget presentations were given:

1.	**2026-650**	Municipal Court, presented by Judge Brian Bledsoe. Attachments: Budget Presentation – Municipal Court FY2027
2.	**2026-651**	Transportation and Engineering, presented by Marybeth Bergin, Director. Attachments: Budget Presentation – Transport. & Engineering FY2027
3.	**2026-652**	Public Works, presented by Ronnie Perkins, Director. Attachments: Budget Presentation – Public Works FY2027

Executive Session

A MOTION was made by Council Vice President George **to ENTER CLOSED SESSION TO DETERMINE THE NEED TO ENTER EXECUTIVE SESSION** at 5:00 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware requested that the Chambers be cleared at this time.

A MOTION was made by Council Vice President George and seconded by Council Member Vance **to ENTER EXECUTIVE SESSION** at 5:03 p.m. to discuss the transaction of business and discussions or negotiations regarding the location, relocation, or expansion of a business, medical service, or industry, in accordance with *Mississippi Code Section § 25-41-7(4)(j)*.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

The City Attorney stepped into the hallway and announced that the Council had entered Executive Session to discuss the transaction of business and discussions or negotiations regarding the location, relocation, or expansion of a business, medical service, or industry.

***Those present for the Executive Session were** Mayor Toby Barker; Council members: Jeffrey George, Eric Boney, LeAnn Vance, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; Chief Administrative Officer, Ann Jones; Chief Financial Officer, Malcolm Berch; Fire Chief, Chris Carr; Interim Assistant Fire Chief, Kerry Hardges; Director of Urban Development, Wiley Quinn; Director of Transportation and Engineering, Marybeth Bergin; Deputy Director of Transportation and Engineering, Hunter White; Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, John Arender; ADP Executive Vice President, Todd Jackson; and ADP Vice President of Economic Development, Adam Schraeder.*

A MOTION was made by Council Vice President George and seconded by Council Member Vance **to AUTHORIZE** the Mayor to execute the Letter of Intent for a proposed economic development project for property located at 5912 U.S. Highway 49.

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There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to EXIT Executive Session and **RE-OPEN** the meeting to the public at 5:20 p.m.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Council President Ware called the meeting back to order in open session.

Meeting Recess

Council President Ware declared the meeting recessed at 5:21 PM on this 3rd day of August 2026, by unanimous consent, until the 4th of August 2026.

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APPROVAL OF MINUTES AND CERTIFICATION

ATTEST:	APPROVE:
Clerk of Council	Council President
ATTEST AND CERTIFY:	APPROVE:
City Clerk	Mayor

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Published Agenda

Tuesday, August 4, 2026 | **City Council** | **Council Chambers**
5:00 PM | **Tuesday Meeting Agenda** | **200 Forrest Street**

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Approval of Minutes for the July 20 & 21, 2026 meetings of the City Council.

POLICY AGENDA

p. 205	**1.**	**2026-635**	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.
p. 205 – 206	**2.**	**2026-645**	Approve Engagement letter for Jones Walker LLP to provide legal services related to environmental wastewater compliance, audits, environmental matters, and other general counsel matters as required. And Authorize Mayor to execute letter of engagement.
p. 206	**3.**	**2026-647**	Approve Lighting Agreement with Mississippi Power for additional lighting at 708 Woodland Ct for a monthly cost of $9.80; Authorize the mayor to execute agreement in duplicate.
p. 206	**4.**	**2026-641**	Approve Supplemental Agreement No. 2 with R & J Construction Co., Inc. for the Midtown Streetscape Project (Project No. DECD-0018 (36) BO Forrest County) to the contract of $7,041,513.71, and authorize the mayor to execute the same.
p. 206	**5.**	**2026-634**	Approve the renewal of the subscription with Nearmap US, Inc. for access to mapping and aerial imagery services in the amount of $13,069.10, pursuant to the vendor's subscription agreement, which provides for automatic renewal unless otherwise agreed by the parties.
p. 207	**6.**	**2026-640**	Acknowledge receipt of Final Close-Out Documents for the Bobby L. Chain Airport Replace Precision Approach Path Indicators (PAPI) AIP IIJA 3-28-0031-34-2025, authorize Change Order #1 to increase final payment of the project to R & W Electric to the amount of $19,978.31.
p. 207	**7.**	**2026-649**	Approve a Contractor and Owner Agreement and Housing Rehabilitation Grant Award to Faye and Michael Sanders, owners of 210 Barry Street, utilizing CDBG-CV funds for a substantial rehabilitation/reconstruction project in accordance with the Housing Rehabilitation and Housing Repair Programs Manual and authorize the Mayor to execute in triplicate.
p. 207	**8.**	**2026-648**	Approve Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate.
p. 207 – 208	**9.**	**2026-653**	Approve Elevator Maintenance Agreements between the City of Hattiesburg and TK Elevator Corporation for elevator maintenance services at City Hall, Cultural Center and the City Parking Garage and authorize the Mayor to execute the same.
p. 208	**10.**	**2026-622**	Approve the Federal Aviation Administration 3-28-0031-036-2026 Grant Agreement in the amount of $385,909 for the Hattiesburg Bobby L. Chain Municipal Airport Master Plan Update Project and authorize the Mayor to execute the same.
p. 208	**11.**	**2026-631**	Approve the MS Department of Public Safety, Office of Highway Safety FY2027 402 Police Traffic Services Grant Agreement in the amount of $21,500.00 and authorize the Mayor to execute the same.
p. 208 – 209	**12.**	**2026-630**	Approve the MS Department of Public Safety, Office of Highway Safety FY2027 154 Alcohol Grant Agreement in the amount of $102,971.96 and authorize the Mayor to execute the same.

ROUTINE AGENDA

p. 209	**1.**	**2026-637**	Acknowledge receipt of the Two-Quote Docket.
p. 209	**2.**	**2026-629**	Acknowledge receipt of bids on July 16, 2026, for the various term bids #6,7,8,13.17,21,23, & 28 for the Water and Sewer Department, and accept the term bids as per recommendation per attached memo.
p. 209	**3.**	**2026-633**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
p. 209	**4.**	**2026-636**	Approve the 2026/27 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD).

p. 209	**5.**	**2026-638**	Approve the sale of grave spaces per attached receipts.
p. 209	**6.**	**2026-639**	Approve claims docket for the period ending July 31, 2026.

In Memoriam:

- *Mrs. Patricia Jeanne Patrick Phillips*
- *Mr. Frederick "Mickey" James III*
- *Mrs. Karen Newman Morgan*

Meeting Adjourn

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Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **regular meeting at 5:00 PM on August 4, 2026**, in the **Council Chambers at City Hall,** *this being the reconvened session of the recessed meeting held on August 3, 2026.*

***In attendance were** Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

***Others in attendance were** 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 Ware Called the meeting to order at 5:00 p.m.

Prayer and Pledge of Allegiance

The prayer was given by *Officer David Matos.*

The Pledge of Allegiance was led by *City Clerk, Kermas Eaton*.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Confirmation or Adjustment of the Agenda

THE MATTER OF THE AGENDA ORDER was before the Council.

Council President Ware asked whether there were any adjustments to the agenda.

The Clerk of Council responded that there were none.

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to APPROVE the agenda as presented.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

Approval of Minutes

2026-515	Approve the minutes for the July 20 & 21 2026 meetings of the City Council. Attachments: DRAFT - 07-20-2026 AR, BP Mins.

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Council President Ware asked whether there were any amendments to the minutes.

*There being none, the minutes were **APPROVED** as presented.*

POLICY AGENDA

THE POLICY AGENDA was then considered.

1.	**2026-635** [RES #2026-152-161]	Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties. Attachments: Adjudication Memo 08 04 2026 1. 103 South St - Adjudication_Resolution 2. 112 Wisteria Dr - Adjudication_Resolution 3. 304 Mamie St - Adjudication_Resolution 4. 504 Broad St - Adjudication_Resolution 5. 602 Breland Ave - Adjudication_Resolution 6. 608 Mamie St - Adjudication_Resolution 7. 814 Grace Ave - Adjudication_Resolution 8. 825 W 6th St - Adjudication_Resolution 9. 1013 Deason Ave - Adjudication_Resolution 10. 1100 Deason Ave - Adjudication Resolution

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to ADOPT RESOLUTIONS NO. 2026-152 through NO. 2026-161 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.

RES #	Owner	Address	PPIN
#2026-152	MSTT Realty Investor LLC	103 South Street	26637
#2026-153	Leila Fojaco Woodward	112 Wisteria Drive	27313
#2026-154	Arthur Ray Breazeale & Hazel J Breazeale	304 Mamie Street	19434
#2026-155	Vanderbilt Real Estate Investments	504 Broad Street	19615
#2026-156	Roderick Crowell	602 Breland Avenue	21698
#2026-157	The Victoria Ann Wirt Trust	608 Mamie Street	19547
#2026-158	Earnest Lee & Mary Etta Dedrick	814 Grace Avenue	17983
#2026-159	James Fitzgerald Armstrong	825 W 6th Street	23519
#2026-160	William Anderson, Elaine Anderson Peacock, & Pahlo Peacock	1013 Deason Avenue	19075
#2026-161	Kamoi LLC	1100 Deason Avenue	22388

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

2.	**2026-645**	Approve Engagement letter for Jones Walker LLP to provide legal services related to environmental wastewater compliance, audits, environmental matters, and other general counsel matters as required. And Authorize Mayor to execute letter of engagement. Attachments: Hattiesburg MS Engagement(112048758.1) (002)

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE an Engagement letter for Jones Walker, LLP to provide legal services related to environmental wastewater compliance, audits, environmental matters, and other general counsel matters as required; **and AUTHORIZE** Mayor to execute the letter of engagement.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

3.	**2026-647**	Approve Lighting Agreement with Mississippi Power for additional lighting at 708 Woodland Ct for a monthly cost of $9.80; Authorize the mayor to execute agreement in duplicate. Attachments: Authorization Letter 708 Woodland Ct 7 27 26

A MOTION was made by Council Member Brown and seconded by Council Vice President George

to APPROVE a Lighting Agreement with Mississippi Power for additional lighting at 708 Woodland Ct. for a monthly cost of $9.80; **and AUTHORIZE** the Mayor to execute the Agreement in duplicate.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

4.	**2026-641**	Approve Supplemental Agreement No. 2 with R & J Construction Co., Inc. for the Midtown Streetscape Project (Project No. DECD-0018 (36) BO Forrest County) to the contract of $7,041,513.71, and authorize the mayor to execute the same. Attachments: Supplemental agreement #2

A MOTION was made by Council Member Vance and seconded by Council Vice President George

to APPROVE a Supplemental Agreement No. 2 with R & J Construction Co., Inc. for the Midtown Streetscape Project (Project No. DECD-0018(36)BO Forrest County) to the contract of $7,041,513.71; **and AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

5.	**2026-634**	Approve the renewal of the subscription with Nearmap US, Inc. for access to mapping and aerial imagery services in the amount of $13,069.10, pursuant to the vendor's subscription agreement, which provides for automatic renewal unless otherwise agreed by the parties. Attachments: Nearmap Invoice_INV01791447

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the renewal of the subscription with Nearmap US, Inc. for mapping and aerial imagery services in the amount of $13,069.10, as per the vendor's subscription agreement, which includes an automatic renewal provision unless modified by the parties.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

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6.	**2026-640**	Acknowledge receipt of Final Close-Out Documents for the Bobby L. Chain Airport Replace Precision Approach Path Indicators (PAPI) AIP IIJA 3-28-0031-34-2025, authorize Change Order #1 to increase final payment of the project to R & W Electric to the amount of $19,978.31. Attachments: CCR #1 combined Pay Application #3 final - signed

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ACKNOWLEDGE the receipt of the Final Close-Out Documents for the Bobby L. Chain Airport Replace Precision Approach Path Indicators (PAPI) AIP IIJA 3-28-0031-34-2025; **and AUTHORIZE** Change Order #1 to increase the final payment for the project to R & W Electric in the amount of $19,978.31.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

7.	**2026-649**	Approve a Contractor and Owner Agreement and Housing Rehabilitation Grant Award to Faye and Michael Sanders, owners of 210 Barry Street, utilizing CDBG-CV funds for a substantial rehabilitation/reconstruction project in accordance with the Housing Rehabilitation and Housing Repair Programs Manual and authorize the Mayor to execute in triplicate. Attachments: 210 Barry Street - Signed Grant Agreement Packet

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE a Contractor and Owner Agreement and Housing Rehabilitation Grant Award to Faye and Michael Sanders, owners of 210 Barry Street, utilizing CDBG-CV funds for a substantial rehabilitation/reconstruction project in accordance with the Housing Rehabilitation and Housing Repair Programs Manual; **and AUTHORIZE** the Mayor to execute in triplicate.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

8.	**2026-648**	Approve Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program and authorize the Mayor to execute in triplicate. Attachments: Starter Homes Agreement 8.4.26

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **APPROVE** the Subrecipient Agreement with Starter Homes of Mississippi to provide roof repairs in connection with the City's Roof Repair Initiative Program; **and AUTHORIZE** the Mayor to execute in triplicate.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

9.	**2026-653**	Approve Elevator Maintenance Agreements between the City of Hattiesburg and TK Elevator Corporation for elevator maintenance services at City Hall, Cultural Center and the City Parking Garage and authorize the Mayor to execute the same.

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	Attachments:	City of Hattiesburg City Hall Service Agreement City of Hattiesburg Cultural Center Service Agreement City of Hattiesburg Parking Garage Service Agreement

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the Elevator Maintenance Agreements between the City of Hattiesburg and TK Elevator Corporation for elevator maintenance services at City Hall, the Cultural Center and the City Parking Garage;

and AUTHORIZE the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

10.	**2026-622**	Approve the Federal Aviation Administration 3-28-0031-036-2026 Grant Agreement in the amount of $385,909 for the Hattiesburg Bobby L. Chain Municipal Airport Master Plan Update Project and authorize the Mayor to execute the same. Attachments: HBG-SOG-3-28-0031-036-2026-Grant Agreement Executed_HBG-SOG-3-28-0031-036-2026-Grant Agreement

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the Federal Aviation Administration 3-28-0031-036-2026 Grant Agreement in the amount of $385,909 for the Hattiesburg Bobby L. Chain Municipal Airport Master Plan Update Project;

and AUTHORIZE the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

11.	**2026-631**	Approve the MS Department of Public Safety, Office of Highway Safety FY2027 402 Police Traffic Services Grant Agreement in the amount of $21,500.00 and authorize the Mayor to execute the same. Attachments: 402 Police Traffic Services FY27 Grant Agreement FY27 Agreement Cover Letter

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the MS Department of Public Safety, Office of Highway Safety **FY2027 402 Police Traffic Services Grant Agreement** in the amount of $21,500.00; **and AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

12.	**2026-630**	Approve the MS Department of Public Safety, Office of Highway Safety FY2027 154 Alcohol Grant Agreement in the amount of $102,971.96 and authorize the Mayor to execute the same. Attachments: 154 FY27 Grant Agreement FY27 Impaired Driving Agreement Cover Letter

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A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the MS Department of Public Safety, Office of Highway Safety **FY2027 154 Alcohol Grant Agreement** in the amount of $102,971.96; **and AUTHORIZE** the Mayor to execute the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the Routine Agenda, including the claims docket.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

1.	**2026-637**	Acknowledge receipt of the Two-Quote Docket. Attachments: August 4, 2026 Council Agenda
2.	**2026-629**	Acknowledge receipt of bids on July 16, 2026, for the various term bids #6,7,8,13.17,21,23, & 28 for the Water and Sewer Department, and accept the term bids as per recommendation per attached memo. Attachments: Memo Bids
3.	**2026-633**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached. Attachments: BCS - Invoice #7 Public Service-Utility Assistance BCS - Invoice #8 Public Service-Utility Assistance 2026-27 AAP Invoice - Karen McCarty
4.	**2026-636**	Approve the 2026/27 Annual Action Plan for the City of Hattiesburg and authorize submission to the U. S. Department of Housing and Urban Development (HUD). Attachments: Hattiesburg 2026 Annual Action Plan HUD Submittal 8.4.26
5.	**2026-638**	Approve the sale of grave spaces per attached receipts. Attachments: Portillo, Pendarvis, Williams, Venson, Bolton, Neel, Shirley, Varnado, Walley, Andrus, Salvador, Kendrick, Sumrall, Robinson, Carson, Carpenter, Taylor, Baskin, Brown, Dallas, Dixon Receipts
6.	**2026-639**	Approve claims docket for the period ending July 31, 2026. Attachments: DOCKET 26.0731 DT_26.0731

In Memoriam:

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

- *Mrs. Patricia Jeanne Patrick Phillips*

- *Mr. Frederick "Mickey" James III*
- *Mrs. Karen Newman Morgan*

Meeting Adjourn

THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 5:09 p.m. on this 4th day of August 2026, by unanimous consent.

The next regularly scheduled meeting of the City Council will be held on Monday, August 17, 2026, at 4:00 p.m.

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DRAFT

APPROVAL OF MINUTES AND CERTIFICATION

ATTEST:	**APPROVE:**
Clerk of Council	**Council President**
ATTEST AND CERTIFY:	**APPROVE:**
City Clerk	**Mayor**

****

Published Agenda

Monday, August 17, 2026 **4:00 PM**	**City Council** **Monday Meeting Agenda**	**Council Chambers** **200 Forrest Street**

Call to Order

Agena Review

Citizens' Forum

Meeting Recess

****

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held **an Agenda Review at 4:00 PM on Monday, August 17, 2026**, in the Council Chambers at City Hall.

This meeting convened following the Council's adjourned scheduled regular meeting held on August 4, 2026.

***In attendance were** Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

***Others in attendance were** 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 Ware called the meeting to order and explained the procedures.

Agenda Review

Council President Ware proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President George 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, [2404 W. 4th Street, Apt. B]*

There being no other individuals wishing to speak, **Council Vice President George closed the Citizens' Forum.**

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Meeting Recess

Council President Ware declared the meeting recessed at 4:34 PM on the 17th day of August 2026, by unanimous consent, until August 18, 2026.

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DRAFT

APPROVAL OF MINUTES AND CERTIFICATION

ATTEST:	**APPROVE:**
Clerk of Council	**Council President**
ATTEST AND CERTIFY:	**APPROVE:**
City Clerk	**Mayor**

****

Published Agenda

Tuesday, August 18, 2026 | **City Council** | **Council Chambers**
5:00 PM | **Tuesday Meeting Agenda** | **200 Forrest Street**

Call to Order

Prayer and Pledge of Allegiance

Presentation Agenda

Confirmation or Adjustment of the Agenda

Agenda Adjustments – Revise Routine Item #6 as follows:

R#6. 2026-745 Set a public hearing on the proposed budget and proposed tax levies for Fiscal Year 2027 for 5:00 p.m. Tuesday, September 8, 2026, in Council Chambers at City Hall; and authorize the City Clerk, upon receipt of the finalized budget and tax levy information, to prepare and publish the applicable Notice of Public Hearing in accordance with Mississippi Code Sections 21-35-5 and 27-39-203.

POLICY AGENDA

p. 215 – 216	**1. 2026-665**	Adopt a Resolution setting Public Hearing on Monday, September 21st, 2026 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
p. 216	**2. 2026-710**	Accept the Board of Adjustment's recommendation to approve a variance request from the 10ft minimum side setback requirement to allow for 1ft for a R-1A zoned property located at 701 Adeline Street (PPIN 19452, Forrest County, Ward 4).
p. 216	**3. 2026-711**	Accept the Board of Adjustment's recommendation to approve a variance request from the R-3 district residential density maximum of 7 dwelling units to allow for 9 (LDC Table 6.1) for a property zoned R-3 located at 3200 Montague Blvd (PPIN 22975 & 22976, Forrest County, Ward 1).
p. 216 – 217	**4. 2026-713**	Accept the Board of Adjustment's recommendation to approve a variance request from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 7ft for an I-1 zoned property located at 6892 Hwy 49 (PPIN 27559, Forrest County, Ward 1).
p. 217	**5. 2026-713**	Accept the Planning Commission's recommendation to approve a conditional use request for a "club/bar" for a B-2 zoned property located at 211 Old Airport Road (PPIN 6805, Forrest County, Ward 5).
p. 217	**6. 2026-714**	Accept the Planning Commission's recommendation to approve a conditional use request for "dwelling, single family detached" for a B-2 zoned property located at 1512 McInnis Avenue (PPIN 26743, Forrest County, Ward 2).
p. 217 – 218	**7. 2026-715**	Accept the Planning Commission's recommendation to approve a request for an extension to the major subdivision plat approval to be known as Lincoln Legacy Development, for properties located along Lincoln Road Extension (PPIN 17642, 17643, 18020, 24814, 29025, 29843, Lamar County, Ward 3).
p. 218	**8. 2026-716**	Accept for perpetual maintenance the final street improvements for Hattiesburg Marketplace Subdivision and authorize the release of the performance bond associated with the development.
p. 218	**9. 2026-717**	Approve amended Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to 2027 SRLF-Katie-John-Dabbs, Hattiesburg High PH II and East Jerusalem PH I and III Projects and authorize the Mayor to execute in duplicate.
p. 218 – 219	**10. 2026-717**	Approve Contract Change Order No. 1 with R & J Construction, for the Grace Ave Sidewalk Project for a contract increase of $17,770.00 and Authorize the Mayor to execute in duplicate.
p. 219	**11. 2026-720**	Adopt the August 18th, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026 and adopt Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance.
p. 219	**12. 2026-719**	Approve Agreement between the City of Hattiesburg and Southern Pines Animal Shelter for management and services for a term beginning October 1, 2026, through September 30, 2027, and authorize the Mayor to execute.
p. 219	**13. 2026-721**	Approve Contractor and Owner Agreements according to the Minor Housing Repair Program Guidelines and authorize the Mayor to execute in duplicate.

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p. 220	**14.**	**2026-658**	Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate.
p. 220	**15.**	**2026-707**	Approve the Contract for Purchase and Sale of Real Property between Forrest County Industrial Park Commission and MMC Materials, INC., effective August 2026.
p. 220	**16.**	**2026-722**	Approve Agreement between the City of Hattiesburg and the Art Makes Art, Inc. (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg and authorize the Mayor to execute and authorize issuance of manual check for the same.
p. 220 – 221	**17.**	**2026-663**	Approve two-quote purchase to replace the roof of the employee clinic and authorize award of bid to Gable Roofing in the amount of $49,680.00.
p. 221	**18.**	**2026-725**	Approve two-quote bid to replace roof at 601 East Pine Street building and authorize award of bid to Eddie Pearson Roofing, LLC, in the amount of $22,734.10.
p. 221	**19.**	**2026-657**	Designate the Feel the Beat of Midtown event, to be held Saturday, August 22, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.
p. 221	**20.**	**2026-654**	Authorize the acceptance of the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of $25,595.00.
p. 222	**21.**	**2026-708**	Authorize the submission of a grant application to FY27 Visit Hattiesburg's Tourism Grant Program to support Midnight on Front Street.
p. 222	**22.**	**2026-655**	Ratify submission of a grant application to the Leary Firefighters Foundation in the amount of $25,000 to purchase new radios for the Hattiesburg Fire Department. No match is required.
p. 222	**23.**	**2026-726**	Ratify and Confirm the Mayor's appointment of Samone Wilson to the Hattiesburg Convention Commission for a five (5) year term beginning September 1, 2026, and ending August 31, 2031.
p. 222 – 223	**24.**	**2026-727**	Ratify and confirm the Mayor's appointment of Kent Oliver to the Hattiesburg Convention Commission for a five (5) year term beginning September 1, 2026, and ending August 31, 2026.
ROUTINE AGENDA			
p. 223	**1.**	**2026-664**	Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2026, and ending September 30, 2027; authorize publication of public notice setting a hearing for September 21, 2026, before the City Council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule.
p. 223	**2.**	**2026-706**	Approve the Revised Minor Housing Repair Program Guidelines Manual {CDBG Entitlement}.
p. 223	**3.**	**2026-707**	Approve an amendment to the City of Hattiesburg's Community Development Residential Anti-Displacement and Relocation Assistance Plan (RARAP) for the CDBG and HOME Programs.
p. 223	**4.**	**2026-656**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.
p. 223	**5.**	**2026-709**	Approve Specifications and Authorize publication of an advertisement for term bids for items #11, 20 & 26 for the City of Hattiesburg Water Department.
p. 223	**6.**	**2026-745**	Set a public hearing on the proposed budget and proposed tax levies for Fiscal Year 2027 for 5:00 p.m. Tuesday, September 8, 2026, in Council Chambers at City Hall; and authorize the City Clerk, upon receipt of the finalized budget and tax levy information, to prepare and publish the applicable Notice of Public Hearing in accordance with Mississippi Code Sections 21-35-5 and 27-39-203.
p. 223	**7.**	**2026-730**	Approve the sale of grave spaces per attached receipts.
p. 224	**8.**	**2026-724**	Approve claims docket for the period ending August 14, 2026.

In Memoriam:

- *Mrs. Wanda Little*
- *Mrs. Jere Johnson Clark*
- *Ms. Deandera Marie Clavo*
- *Mr. Charles Turner*

Meeting Adjourn

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Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **regular meeting at 5:00 PM on August 18, 2026**, in the **Council Chambers at City Hall,** *this being the reconvened session of the recessed meeting held on August 17, 2026.*

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In attendance were *Mayor Toby Barker and members of the City Council: Jeffrey George, Ward 1; Eric Boney, Ward 2; LeAnn Vance, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5.*

Others in attendance were *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 Ware Called the meeting to order at 5:00 p.m.

Prayer and Pledge of Allegiance

The prayer was given by *Rev. Paulette Buford James of St. Paul United Methodist Church (UMC), Bentley Chapel UMC & St. John UMC.*

The Pledge of Allegiance was led by *City Clerk, Kermas Eaton*.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Confirmation or Adjustment of the Agenda

THE MATTER OF THE AGENDA ORDER was before the Council.

Council President Ware asked whether there were any adjustments to the agenda.

The Clerk of Council responded that there were and read aloud the following revision to Routine #6 as follows:

R-6	**2026-745**	Set a public hearing on the proposed budget and proposed tax levies for Fiscal Year 2027 for 5:00 p.m. Tuesday, September 8, 2026, in Council Chambers at City Hall; and authorize the City Clerk, upon receipt of the finalized budget and tax levy information, to prepare and publish the applicable Notice of Public Hearing in accordance with Mississippi Code Sections 21-35-5 and 27-39-203.

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to <u>REVISE</u> the wording of Routine Item #6.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to <u>APPROVE</u> the Agenda, *as amended*.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

POLICY AGENDA

THE POLICY AGENDA was then considered.

1.	**2026-665** [RES #2026-162]	Adopt a Resolution setting Public Hearing on Monday, September 21, 2026 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11. <u>Attachments</u>: <u>Request to Set Public Hearing – CE 08 18 2026</u> <u>Set 08 18 2026 - Resolution Pages for Group 09 21 2026</u>

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A MOTION was made by Council Member Boney and seconded by Council Vice President George

to <u>ADOPT</u> RESOLUTION NO. 2026-162 setting Public Hearing on Monday, September 21, 2026, at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

2. 2026-710 *variance request: 1ft side setback* ***- APPROVED***	Accept the Board of Adjustment's recommendation to approve a variance request from the 10ft minimum side setback requirement to allow for 1ft for a R-1A zoned property located at 701 Adeline Street (PPIN 19452, Forrest County, Ward 4). <u>Attachments</u>: <u>Item A Staff Report- 710 Adeline</u> <u>701 Adeline- Public Hearing_Application</u> <u>701 Adeline-Addition Project-05-21-26-PRE APP NOTES</u> <u>Letter of Support-Charles Griffith Minutes- June 2026- BOA</u>

A MOTION was made by Council Member Vance and seconded by Council President Brown

to <u>ACCEPT</u> recommendation to approve a variance request for a 1ft side setback on a R-1A zoned property located at 701 Adeline Street (PPIN 19452).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

3. 2026-711 *variance request: 9 dwelling units* ***- APPROVED***	Accept the Board of Adjustment's recommendation to approve a variance request from the R-3 district residential density maximum of 7 dwelling units to allow for 9 (LDC Table 6.1) for a property zoned R-3 located at 3200 Montague Blvd (PPIN 22975 & 22976, Forrest County, Ward 1). <u>Attachments</u>: <u>Item B Staff Report- 3200 Montague Blvd</u> <u>3200 Montague Blvd- Public_Hearing Application</u> <u>CIVIL SITE PLAN_USM_WESLEY_FOUNDATION_REVIEW 6-8-26.PDF</u> <u>ARCITECTURAL_USM_WESLEY_100%_CD_COMBINED (3).PDF</u> <u>Minutes- June 2026- BOA</u>

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to <u>ACCEPT</u> recommendation to approve a variance request for 9 dwelling units on a property zoned R-3 located at 3200 Montague Blvd (PPINs 22975 & 22976).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

4. 2026-713 *variance request: 7ft fence height* ***- APPROVED***	Accept the Board of Adjustment's recommendation to approve a variance request from the fence height requirement of a maximum of 4ft in a front yard to instead allow for 7ft for an I-1 zoned property located at 6892 Hwy 49 (PPIN 27559, Forrest County, Ward 1). <u>Attachments</u>: <u>Item D Staff Report- 6892 Hwy 49</u> <u>6892 Hwy 49- PH Application Minutes- June 2026- BOA</u>

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A MOTION was made by Council Vice President George and seconded by Council Member Boney

to <u>ACCEPT</u> recommendation to approve a variance request for front yard 7ft fence on an I-1 zoned property located at 6892 Hwy 49 (PPIN 27559).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

5. 2026-713 *conditional use request: club/bar* ***- APPROVED***	Accept the Planning Commission's recommendation to approve a conditional use request for a "club/bar" for a B-2 zoned property located at 211 Old Airport Road (PPIN 6805, Forrest County, Ward 5). <u>Attachments</u>: <u>Item A Staff Report-211 Old Airport Road- Conditional Use Request</u>

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to <u>ACCEPT</u> recommendation to approve a conditional use request for a "club/bar" on B-2 zoned property located at 211 Old Airport Road (PPIN 6805).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

6. 2026-714 *conditional use request: dwelling, single family detached* ***- APPROVED***	Accept the Planning Commission's recommendation to approve a conditional use request for "dwelling, single family detached" for a B-2 zoned property located at 1512 McInnis Avenue (PPIN 26743, Forrest County, Ward 2). <u>Attachments</u>: <u>Item B Staff Report-1512 McInnis Avenue-Conditional Use Request 1512 McInnis Ave- Public Hearing App McInnis Street- Housing and Zoning-05-28-26-PRE APP NOTES August 2026-HPC Minutes</u>

A MOTION was made by Council Member Boney and seconded by Council Member Vance

to <u>ACCEPT</u> recommendation to approve a conditional use request for "dwelling, single family detached" on a B-2 zoned property located at 1512 McInnis Avenue (PPIN 26743).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

7. 2026-715 *extension to a subdivision: Lincoln Legacy* ***- APPROVED***	Accept the Planning Commission's recommendation to approve a request for an extension to the major subdivision plat approval to be known as Lincoln Legacy Development, for properties located along Lincoln Road Extension (PPIN 17642, 17643, 18020, 24814, 29025, 29843, Lamar County, Ward 3). <u>Attachments</u>: <u>Item D Staff Report - Lincoln Legacy- Major Subdivision Madlow Memo - Lincon Legacy Plat Extention 7-24-2026 90972001_Lincoln Legacy Draft_Rev August 2026-HPC Minutes</u>

A MOTION was made by Council Member Vance and seconded by Council Member Brown

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to ACCEPT recommendation to approve a variance request of an extension to the major subdivision plat (Lincoln Legacy Development), on properties located along Lincoln Road Extension (PPINs 17642, 17643, 18020, 24814, 29025, 29843).

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

8.	**2026-716**	Accept for perpetual maintenance the final street improvements for Hattiesburg Marketplace Subdivision and authorize the release of the performance bond associated with the development.
final street improvements ***- APPROVED***		Attachments: HATTIESBURG MARKET PLACE - BOND AMOUNTS Hattiesburg Market place - Irrevocable letter of credit expiring 10-25-25 Extension for Graham Development, LLC

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to ACCEPT for perpetual maintenance the final street improvements for Hattiesburg Marketplace Subdivision; **and AUTHORIZE** the release of the performance bond associated with the development.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

9.	**2026-717**	Approve amended Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to 2027 SRLF-Katie-John-Dabbs, Hattiesburg High PH II and East Jerusalem PH I and III Projects and authorize the Mayor to execute in duplicate. Attachments: 12238 Exhibit K_amendment to agreement 2027 SRLF

A MOTION was made by Council Member Boney and seconded by Council Vice President George

to APPROVE amended Professional Services Agreement with Shows, Dearman and Waits, Inc. for engineering services related to 2027 SRLF-Katie-John-Dabbs, Hattiesburg High PH II and East Jerusalem PH I and III Projects; **and AUTHORIZE** the Mayor to execute in duplicate.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

10.	**2026-752**	Approve Contract Change Order No. 1 with R & J Construction, for the Grace Ave Sidewalk Project for a contract increase of $17,770.00 and Authorize the Mayor to execute in duplicate. Attachments: Change Order No. 1 Grace Ave Sidewalk

A MOTION was made by Council Member Boney and seconded by Council Member Vance

to APPROVE Contract Change Order No. 1 with R & J Construction, for the Grace Ave Sidewalk Project for a contract increase of $17,770.00; **and AUTHORIZE** the Mayor to execute in duplicate.

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There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

11.	**2026-720** [RES #2026-163]	Adopt the August 18, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026 and adopt Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance. Attachments: August 18th Budget Amendment Package

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to ADOPT the August 18, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026 and **ADOPT RESOLUTION NO. 2026-163** authorizing publication for funds in excess of 10% of the originally appropriated fund balance.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

12.	**2026-719**	Approve Agreement between the City of Hattiesburg and Southern Pines Animal Shelter for management and services for a term beginning October 1, 2026, through September 30, 2027, and authorize the Mayor to execute. Attachments: 2027 City of Hattiesburg Contract - Final Version

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **APPROVE** the Agreement between the City of Hattiesburg and Southern Pines Animal Shelter for management and services for a term beginning October 1, 2026, through September 30, 2027; **and AUTHORIZE** the Mayor to execute.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

13.	**2026-721**	Approve Contractor and Owner Agreements according to the Minor Housing Repair Program Guidelines and authorize the Mayor to execute in duplicate. Attachments: 705 W. Railroad - Grant Agreement Packet 927 Luther Street - Grant Agreement packet 815 Grace Avennue - Grant Agreement Packet

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to **APPROVE** the Contractor and Owner Agreements according to the Minor Housing Repair Program Guidelines; **and AUTHORIZE** the Mayor to execute in duplicate.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

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14.	**2026-658**	Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate. Attachments: 617 Duke Avenue - Signed Grant Agreement Packet 530 Dawson Street - Signed Grant Agreement Packet 1812 Pearl Street - Signed Grant Agreement Packet 606 Martin Luther King Avenue - Signed Grant Agreement Packet

A MOTION was made by Council Vice President George and seconded by Council Member Vance

to APPROVE the Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual; **and AUTHORIZE** the Mayor to execute in duplicate.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

15.	**2026-707**	Approve the Contract for Purchase and Sale of Real Property between Forrest County Industrial Park Commission and MMC Materials, INC., effective August 2026. Attachments: Contract Sale of Real Property

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the Contract for Purchase and Sale of Real Property between Forrest County Industrial Park Commission and MMC Materials, INC., effective August 2026.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

16.	**2026-722**	Approve Agreement between the City of Hattiesburg and the Art Makes Art, Inc. (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg and authorize the Mayor to execute and authorize issuance of manual check for the same. Attachments: 2026 Theater and Arts Program

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the Agreement between the City of Hattiesburg and the Art Makes Art, Inc. (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg; **and AUTHORIZE** the Mayor to execute and issuance of manual check for the same.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

17.	**2026-663**	Approve two-quote purchase to replace the roof of the employee clinic and authorize award of bid to Gable Roofing in the amount of $49,680.00. Attachments: Stamped Two-Quote - Employee Clinic Roof

A MOTION was made by Council Vice President George and seconded by Council Member Vance

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to APPROVE two-quote purchase to replace the roof of the employee clinic; **and AUTHORIZE** award of bid to Gable Roofing in the amount of $49,680.00.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

18.	**2026-725**	Approve two-quote bid to replace roof at 601 East Pine Street building and authorize award of bid to Eddie Pearson Roofing, LLC, in the amount of $22,734.10. Attachments: Stamped Two-Quote

A MOTION was made by Council Vice President George and seconded by Council Member Boney

to APPROVE the two-quote bid to replace roof at 601 East Pine Street building; **and AUTHORIZE** award of bid to Eddie Pearson Roofing, LLC, in the amount of $22,734.10.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

19.	**2026-657**	Designate the Feel the Beat of Midtown event, to be held Saturday, August 22, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402. Attachments: Certificate of Insurance (SEL) Saturday, August 22, 2026_Midtown Green, Hattiesburg_Mississippi-7

A MOTION was made by Council Member Vance and seconded by Council Vice President George

to DESIGNATE the Feel the Beat of Midtown event, to be held Saturday, August 22, 2026, at Midtown Green Park, as a city-approved event for the purposes described in Ordinance No. 3402.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

20.	**2026-654**	Authorize the acceptance of the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of $25,595.00. Attachments: Pre-Acceptance Award Package_15PBJA-25-GG-03031-JAGX_010617_AW-166283

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to AUTHORIZE the acceptance of the FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of $25,595.00.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

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21.	**2026-708**	Authorize the submission of a grant application to FY27 Visit Hattiesburg's Tourism Grant Program to support Midnight on Front Street. Attachments: Tourism-Grant-Program-About_FY2027

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to AUTHORIZE the submission of a grant application to FY27 Visit Hattiesburg's Tourism Grant Program to support Midnight on Front Street.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

22.	**2026-655**	Ratify submission of a grant application to the Leary Firefighters Foundation in the amount of $25,000 to purchase new radios for the Hattiesburg Fire Department. No match is required. Attachments: Leary Foundation Letter of Inquiry Package

A MOTION was made by Council Member Vance and seconded by Council Member Brown

to RATIFY the submission of a grant application to the Leary Firefighters Foundation in the amount of $25,000 to purchase new radios for the Hattiesburg Fire Department. No match is required.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

23.	**2026-726**	Ratify and Confirm the Mayor's appointment of Samone Wilson to the Hattiesburg Convention Commission for a five (5) year term beginning September 1, 2026, and ending August 31, 2031. Attachments: GENERALRESUME_SamoneWilson_0826

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to RATIFY and CONFIRM the Mayor's appointment of Samone Wilson to the Hattiesburg Convention Commission for a five (5) year term beginning September 1, 2026, and ending August 31, 2031.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

24.	**2026-727**	Ratify and confirm the Mayor's appointment of Kent Oliver to the Hattiesburg Convention Commission for a five (5) year term beginning September 1, 2026, and ending August 31, 2031. Attachments: Kent-Oliver-bio

A MOTION was made by Council Member Vance and seconded by Council Vice President George

to RATIFY and CONFIRM the Mayor's appointment of Kent Oliver to the Hattiesburg Convention Commission for a five (5) year term beginning September 1, 2026, and ending August 31, 2031.

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There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Vice President George and seconded by Council Member Brown

to APPROVE the Routine Agenda, including the claims docket.

There being no discussion, the motion carried unanimously with the following vote:

Yeas: 5 — George, Boney, Vance, Ware and Brown

Nays: 0

1.	**2026-664**	Acknowledge receipt of Notice of Adoption of the Motor Vehicle Assessment Schedule received from the Mississippi Department of Revenue and adopt same for the City of Hattiesburg for the fiscal year beginning October 1, 2026, and ending September 30, 2027; authorize publication of public notice setting a hearing for September 21, 2026, before the City Council to hear complaints or objections to the adoption of the Motor Vehicle Assessment Schedule. Attachments: MOTOR VEHICLE.DOC 2026-2027 2026_2027 Uniform Assessment_Schedule_FINAL
2.	**2026-706**	Approve the Revised Minor Housing Repair Program Guidelines Manual {CDBG Entitlement}. Attachments: Minor Housing Repair Program Guidelines Amendment 8.18.26
3.	**2026-748**	Approve an amendment to the City of Hattiesburg's Community Development Residential Anti-Displacement and Relocation Assistance Plan (RARAP) for the CDBG and HOME Programs. Attachments: Residential Anti-Displacement Amended 8.18.26
4.	**2026-656**	Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached. Attachments: Roofing Invoice - 725 Grace Avenue Terracon Invoice Hburg Environ. Review Services - Frye Environmental_Inv 8 - August 5 2026 Roofing Invoice - 400 S. 22nd_Avenue BCS - Invoice #11 Public Service-Utility Assistance BCS - Invoice #10 Public Service-Utility Assistance BCS - Invoice #9 Public Service-Utility Assistance Starter Homes of MS 144 W 5th_Street Starter Homes Invoices - 704_Walnut
5.	**2026-709**	Approve Specifications and Authorize publication of an advertisement for term bids for items #11, 20 & 26 for the City of Hattiesburg Water Department. Attachments: Notice to Bidders Item #11 Chlorine Gas Item #20 Furnish Labor Item #26 Sanitary Sewer Lind
6.	**2026-745**	Set a public hearing on the proposed budget and proposed tax levies for Fiscal Year 2027 for 5:00 p.m. Tuesday, September 8, 2026, in Council Chambers at City Hall; and authorize the City Clerk, upon receipt of the finalized budget and tax levy information, to prepare and publish the applicable Notice of Public Hearing in accordance with Mississippi Code Sections 21-35-5 and 27-39-203. Attachments:
7.	**2026-730**	Approve the sale of grave spaces per attached receipts. Attachments: Deeds -Virgil, Hill, Thornton, Pugh, Bridges, Sims, Herron, Johnson, Hilton, Gros, Smith, Perryman, Myers, Byrd, Bougle, Richards Receipts – Grave Spaces

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8.	**2026-724**	Approve claims docket for the period ending August 14, 2026. Attachments: DT_26.0814 DOCKET 26.0814

In Memoriam:

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

- *Mrs. Wanda Little*
- *Mrs. Jere Johnson Clark*
- *Ms. Deandera Marie Clavo*
- *Mr. Charles Turner*

Meeting Adjourn

THERE BEING NO FURTHER BUSINESS, Council President Ware declared the meeting adjourned at 5:17 p.m. on this 18th day of August 2026, by unanimous consent.

There will be no City Council meeting on Monday, September 7, 2026, in observance of the Labor Day holiday.

In accordance with Ordinance No. 3385 {Article II, Section 2-60}, the next regularly scheduled meeting of the City Council will be held on Tuesday, September 8, 2026, at 4:00 p.m.

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APPROVAL OF MINUTES AND CERTIFICATION

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: **Malcolm Berch, Chief Financial Officer**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Adopt the September 8th, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026 and adopt Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance.**
File Number: 2026-764
Minute Book #

Summary
Adopt the September 8th, 2026 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2026 and adopt Resolution authorizing publication for funds in excess of 10% of the originally appropriated fund balance.

Recommendation Statement
I recommend adoption of the September 8, 2026 budget amendments for fiscal year 2025-2026 and resolution authorizing publication of amendments in excess of 10% of the originally appropriated fund balance.

Please place this on the September 8, 2026 City Council meeting for consideration.

MEMORANDUM

TO	***:***	***Mayor Barker, Members of City Council***
FROM	***:***	***Malcolm G. Berch CFO***
DATE	***:***	***September 8, 2026***
SUBJECT	***:***	***Proposed Amendments, FY 2026***

Below is a list of the most significant proposed amendments to the FY 2026 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

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

- Increase in Overtime line for Traffic Maintenance

The other adjustments in other funds are adjustments in Covid Fiscal Recovery fund, Increase in interest for Market at Turtle Creek TIF fund and increase in the transfer line in 2016 W&S Systems Projects.

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

RECAP OF PROPOSED AMENDMENTS
September 8, 2026
FY 2026

GENERAL FUND:		
Budgeted Ending Cash as adopted		**4,890,368**
Amendments to Expenditures:		
Traffic Maint - Overtime	(20,000)	
		(20,000)
Budgeted Ending Cash, as Amended		**$ 4,870,368**
COVID FISCAL RECOVERY EXPENSES		
Capital Projects		**(1,028,474)**
MARKET AT TURTLE CREEK TIF		
Interest Adjustment		**(4,950)**
MASS TRANSIT		
Transfer		**(964)**

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2026

	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Revenues & Beg. Cash Balance:									
Taxes -Other	$17,500		$17,500		$17,500		$17,500		$17,500
Licenses & Permits	4,809,520		4,809,520		$4,809,520		$4,809,520		$4,809,520
Intergovernmental Revenues:							$0		$0
Federal	3,130,249	-159,658	2,970,591		$2,970,591		$2,970,591		$2,970,591
State	1,106,476		1,106,476		$1,106,476	500,000	$1,606,476		$1,606,476
State-Shared	28,230,092		28,230,092		$28,230,092		$28,230,092		$28,230,092
County/City Shared	168,239		168,239		$168,239		$168,239		$168,239
Charges for Services:					$0		$0		$0
Public Safety	458,500		458,500		$458,500		$458,500		$458,500
Streets	0		0		$0		$0		$0
Sanitation	3,360,500		3,360,500		$3,360,500		$3,360,500		$3,360,500
Misc.	0		0		$0		$0		$0
Fines & Forf.	1,206,000		1,206,000		$1,206,000		$1,206,000		$1,206,000
Misc. Revenues	524,400		524,400		$524,400		$524,400		$524,400
Transfers-In	1,250,000		1,250,000		$1,250,000		$1,250,000		$1,250,000
Non-Revenue Receipts	335,200		335,200		$335,200		$335,200		$335,200
TOTAL REVENUES EXCLUSIVE OF			0		0		$0		$0
PROPERTY TAXES	$44,596,676	-$159,658	$44,437,018	$0	$44,437,018	$500,000	$44,937,018	$0	$44,937,018
Beg. Fund Balance	14,700,000	-3,309,536	11,390,464		$11,390,464		11,390,464		$11,390,464
Less Reserve for Court Technology			0		$0		0		$0
Less Reserve for Future Debt Service			0		$0		0		0
Property Tax Levy	23,200,000		23,200,000		$23,200,000		23,200,000		23,200,000
TOTAL AVAIL. REVENUES	**$82,496,676**	**-$3,469,194**	**$79,027,482**	**$0**	**$79,027,482**	**$500,000**	**$79,527,482**	**$0**	**$79,527,482**
THE GENERAL FUND EXPENDITURE BUDGETS:									
001003 City Council									
Personnel	$464,700		$464,700		$464,700		464,700		464,700
Supplies & Expenses	3,400		3,400		$3,400		3,400		3,400
Other Services & Charges	243,500		243,500		$243,500	10,000	253,500		253,500
Capital Outlays	6,000		6,000		$6,000		6,000		6,000
Total - City Council	$717,600	$0	$717,600	$0	$717,600	$10,000	$727,600	$0	$727,600
001015 City Court									
Personnel	$1,348,900	$36,320	$1,385,220	$14,000	$1,399,220	$4,500	1,403,720		1,403,720
Supplies & Expenses	31,533	3,570	35,103		$35,103		35,103		35,103
Other Services & Charges	304,180		304,180		$304,180	15,350	319,530		319,530
Capital Outlays	0		0		$0		0		0
Total - City Court	$1,684,613	$39,890	$1,724,503	$14,000	$1,738,503	$19,850	$1,758,353	$0	$1,758,353
001020 Mayor/Admin.									
Personnel	$1,006,400		$1,006,400		$1,006,400		1,006,400		1,006,400
Supplies & Expenses	31,550		31,550		$31,550	1,000	32,550		32,550
Other Services & Charges	247,150	13,000	260,150		$260,150		260,150		260,150
Capital Outlays	4,500	18,380	22,880		$22,880		22,880		22,880
Total - Mayor/Admin.	$1,289,600	$31,380	$1,320,980	$0	$1,320,980	$1,000	$1,321,980	$0	$1,321,980
001030 Elections									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	0		0		$0		0		0
Total - Elections	$0	$0	$0	$0	$0	$0	$0	$0	$0
001040 Muni. Clerk									
Personnel	$225,650		$225,650		$225,650		$225,650		$225,650
Supplies & Expenses	4,750		4,750		$4,750		4,750		4,750
Other Services & Charges	49,100		49,100		$49,100		49,100		49,100
Capital Outlays	0		0		$0		0		0
Total - Muni Clerk	$279,500	$0	$279,500	$0	$279,500	$0	$279,500	$0	$279,500
001042 Accounting									
Personnel	$472,300		$472,300		$472,300		$472,300		$472,300
Supplies & Expenses	11,500		11,500		$11,500		11,500		11,500
Other Services & Charges	7,300		7,300		$7,300		7,300		7,300
Capital Outlays	0		0		$0		0		0
Total - Accounting	$491,100	$0	$491,100	$0	$491,100	$0	$491,100	$0	$491,100
001045 Purchasing									
Personnel	$153,230		$153,230		$153,230		$153,230		$153,230
Supplies & Expenses	2,750		2,750		$2,750		2,750		2,750
Other Services & Charges	6,605		6,605		$6,605		6,605		6,605
Capital Outlays	0		0		$0		0		0
Total - Purchasing	$162,585	$0	$162,585	$0	$162,585	$0	$162,585	$0	$162,585
001060 City Attorney									
Personnel	$97,060		$97,060		$97,060		$97,060		$97,060
Supplies & Expenses	100		100		$100		100		100
Other Services & Charges	350		350		$350		350		350
Capital Outlays	0		0		$0		0		0
Total - City Attorney	$97,510	$0	$97,510	$0	$97,510	$0	$97,510	$0	$97,510

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2026

	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001080 Human Resources									
Personnel	$325,180	$7,600	$332,780		$332,780		$332,780		$332,780
Supplies & Expenses	10,800	2,340	13,140		$13,140		13,140		13,140
Other Services & Charges	8,750	1,500	10,250		$10,250		10,250		10,250
Capital Outlays	0		0		$0		0		0
Total - Human Resources	$344,730	$11,440	$356,170	$0	$356,170	$0	$356,170	$0	$356,170
001081 Loss Control									
Personnel	$74,160		$74,160		$74,160		$74,160		$74,160
Supplies & Expenses	4,800		4,800		$4,800		4,800		4,800
Other Services & Charges	3,400		3,400		$3,400		3,400		3,400
Capital Outlays	0		0		$0		0		0
Total - Loss Control	$82,360	$0	$82,360	$0	$82,360	$0	$82,360	$0	$82,360
001090 Urban Development									
Personnel	$646,740		$646,740	$11,450	$658,190		$658,190		$658,190
Supplies & Expenses	22,695	460	23,155		$23,155		23,155		23,155
Other Services & Charges	118,780	3,234	122,014		$122,014		122,014		122,014
Capital Outlays	0		0		$0		0		0
Total - Urban Dev.	$788,215	$3,694	$791,909	$11,450	$803,359	$0	$803,359	$0	$803,359
001091 Information Systems									
Personnel	$327,300		$327,300		$327,300		$327,300		$327,300
Supplies & Expenses	39,100		39,100		$39,100		39,100		39,100
Other Services & Charges	823,400	165,000	988,400	100,000	$1,088,400	70,000	1,158,400		1,158,400
Capital Outlays	40,000		40,000		$40,000	900	40,900		40,900
Total - Inf. Systems	$1,229,800	$165,000	$1,394,800	$100,000	$1,494,800	$70,900	$1,565,700	$0	$1,565,700
001092 Gen. Gov't Building									
Personnel			$0		$0		$0		$0
Supplies & Expenses	19,500	1,390	20,890		$20,890		20,890		20,890
Other Services & Charges	423,700		423,700	50,000	$473,700		473,700		473,700
Capital Outlays	0		0		$0		0		0
Total - Gen. Gov't Building	$443,200	$1,390	$444,590	$50,000	$494,590	$0	$494,590	$0	$494,590
001093 Intermodal Facility (Depot) O & M:									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	11,350		11,350		$11,350		11,350		11,350
Other Services & Charges	84,500		84,500	5,000	$89,500		89,500		89,500
Capital Outlays	0		0		$0		0		0
Total - Depot O & M	$95,850	$0	$95,850	$5,000	$100,850	$0	$100,850	$0	$100,850
001094 Metro Planning									
Personnel	$231,670		$231,670		$231,670		$231,670		$231,670
Supplies & Expenses	9,650		9,650		$9,650		9,650		9,650
Other Services & Charges	217,050		217,050		$217,050		217,050		217,050
Capital Outlays			0		$0		0		0
Total - Metro Planning	$458,370	$0	$458,370	$0	$458,370	$0	$458,370	$0	$458,370
001095 Gen. Gov't Insurance/Other serv.									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	500		500		$500		500		500
Other Services & Charges	3,442,110	17,200	3,459,310	-200,000	$3,259,310	72,500	3,331,810		3,331,810
Capital Outlays			0		$0		0		0
Total - Gen. Gov't Insur/other Serv.	$3,442,610	$17,200	$3,459,810	-$200,000	$3,259,810	$72,500	$3,332,310	$0	$3,332,310
001096 Federal Programs Administration									
Personnel	$0		0		$0		0		0
Supplies	0		0		$0		0		0
Other Services & Charges	0	$990	990		$990		990		990
Capital Outlay	0		0		$0		0		0
Total - Federal Programs Admin.	$0	$990	$990	$0	$990	$0	$990	$0	$990
Recap - General Government Cost Centers									
Personnel	***$5,373,290***	***$43,920***	***$5,417,210***	***$25,450***	***$5,442,660***	***$4,500***	***$5,447,160***	***$0***	***$5,447,160***
Supplies & Expenses	***$203,978***	***$7,760***	***$211,738***	***$0***	***$211,738***	***$1,000***	***$212,738***	***$0***	***$212,738***
Other Services & Charges	***$5,979,875***	***$200,924***	***$6,180,799***	***-$45,000***	***$6,135,799***	***$167,850***	***$6,303,649***	***$0***	***$6,303,649***
Capital Outlays	***$50,500***	***$18,380***	***$68,880***	***$0***	***$68,880***	***$900***	***$69,780***	***$0***	***$69,780***
Total - Gen. Government	***$11,607,643***	***$270,984***	***$11,878,627***	***-$19,550***	***$11,859,077***	***$174,250***	***$12,033,327***	***$0***	***$12,033,327***
001100 Police									
Personnel	$14,492,400	$62,440	$14,554,840	$4,210	$14,559,050		$14,559,050		$14,559,050
Supplies & Expenses	784,420	14,940	799,360		$799,360		799,360		799,360
Other Services & Charges	1,483,249	126,935	1,610,184	129,000	$1,739,184	20,000	1,759,184		1,759,184
Capital Outlays	0		0		$0		0		0
Total - Police	$16,760,069	$204,315	$16,964,384	$133,210	$17,097,594	$20,000	$17,117,594	$0	$17,117,594
001131 Police & Fire Training									
Personnel	$54,400		$54,400		$54,400		$54,400		$54,400
Supplies & Expenses	98,772		98,772		$98,772		98,772		98,772
Other Services & Charges	68,700		68,700		$68,700	5,000	73,700		73,700
Capital Outlays	0		0		$0		0		0
Total - Police & Fire Training	$221,872	$0	$221,872	$0	$221,872	$5,000	$226,872	$0	$226,872

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2026

		Original FY 2026 Budgets	March Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001160	Fire									
	Personnel	$12,288,300	$11,480	$12,299,780		$12,299,780		$12,299,780		$12,299,780
	Supplies & Expenses	295,350	3,495	298,845	15,000	$313,845		313,845		313,845
	Other Services & Charges	360,320		360,320	32,000	$392,320		392,320		392,320
	Capital Outlays	0		0		$0		0		0
	Total - Fire Dept.	$12,943,970	$14,975	$12,958,945	$47,000	$13,005,945	$0	$13,005,945	$0	$13,005,945
001180	Code Enforcement									
	Personnel	$880,520		$880,520		$880,520		$880,520		$880,520
	Supplies & Expenses	34,755		34,755	1,500	$36,255	1,000	37,255		37,255
	Other Services & Charges	311,250		311,250	102,000	$413,250	4,500	417,750		417,750
	Capital Outlays	25,000	11,500	36,500		$36,500		36,500		36,500
	Total - Code Enforcement	$1,251,525	$11,500	$1,263,025	$103,500	$1,366,525	$5,500	$1,372,025	$0	$1,372,025
001190	Contractual Services - Public Safety									
	Personnel	$300,200		$300,200		$300,200	$130,000	$430,200		$430,200
	Supplies & Expenses	0		0		$0		0		0
	Other Services & Charges	790,000		790,000		$790,000	145,000	935,000		935,000
	Capital Outlays	0		0		$0		0		0
	Total - Cont. Serv. - Public Safety	$1,090,200	$0	$1,090,200	$0	$1,090,200	$275,000	$1,365,200	$0	$1,365,200
	Public Services Cost Centers:									
001191	Traffic Maint.									
	Personnel	$367,320		$367,320		$367,320		$367,320	$20,000	$387,320
	Supplies & Expenses	144,750	6,700	151,450	3,300	$154,750		154,750		154,750
	Other Services & Charges	95,550	76,500	172,050	9,800	$181,850		181,850		181,850
	Capital Outlays	0		0		$0		0		0
	Total - Traffic Maint.	$607,620	$83,200	$690,820	$13,100	$703,920	$0	$703,920	$20,000	$723,920
001201	Streets									
	Personnel	$1,111,200		$1,111,200		$1,111,200		$1,111,200		$1,111,200
	Supplies & Expenses	296,100		296,100	43,000	$339,100		339,100		339,100
	Other Services & Charges	1,634,600	54,000	1,688,600	16,000	$1,704,600	10,000	1,714,600		1,714,600
	Capital Outlays	0		0		$0		0		0
	Total - Streets	$3,041,900	$54,000	$3,095,900	$59,000	$3,154,900	$10,000	$3,164,900	$0	$3,164,900
001202	Street Lights									
	Personnel			$0		$0		$0		$0
	Supplies & Expenses			0		$0		0		0
	Other Services & Charges	1,500,000		1,500,000	160,000	$1,660,000	150,000	1,810,000		1,810,000
	Capital Outlays	0		0		$0		0		0
	Total - Street Lights	$1,500,000	$0	$1,500,000	$160,000	$1,660,000	$150,000	$1,810,000	$0	$1,810,000
001203	Engineering									
	Personnel	$667,080		$667,080		$667,080		$667,080		$667,080
	Supplies & Expenses	16,150		16,150		$16,150		16,150		16,150
	Other Services & Charges	394,602		394,602		$394,602	4,000	398,602		398,602
	Capital Outlays	0	368,223	368,223		$368,223		368,223		368,223
	Total - Engineering	$1,077,832	$368,223	$1,446,055	$0	$1,446,055	$4,000	$1,450,055	$0	$1,450,055
001204	Shop									
	Personnel	$394,700	$20,910	$415,610		$415,610		$415,610		$415,610
	Supplies & Expenses	24,950		24,950		$24,950		24,950		24,950
	Other Services & Charges	64,600		64,600		$64,600	6,000	70,600		70,600
	Capital Outlays	0		0		$0		0		0
	Total - Shop	$484,250	$20,910	$505,160	$0	$505,160	$6,000	$511,160	$0	$511,160
001205	GOFS									
	Personnel	$0		$0		$0		$0		$0
	Supplies & Expenses	3,450		3,450		$3,450		3,450		3,450
	Other Services & Charges	11,000	4,000	15,000	4,600	$19,600		19,600		19,600
	Capital Outlays	0		0		$0		0		0
	Total - GOFS	$14,450	$4,000	$18,450	$4,600	$23,050	$0	$23,050	$0	$23,050
001206	Drainage									
	Personnel	$0		$0		$0		$0		$0
	Supplies & Expenses	5,750		5,750		$5,750		5,750		5,750
	Other Services & Charges	75,000		75,000		$75,000		75,000		75,000
	Capital Outlays	1,753,000	-100,000	1,653,000		$1,653,000		1,653,000		1,653,000
	Total - Drainage	$1,833,750	-$100,000	$1,733,750	$0	$1,733,750	$0	$1,733,750	$0	$1,733,750
001207	Construction									
	Personnel	$638,000		$638,000		$638,000		$638,000		$638,000
	Supplies & Expenses	100,600	18,750	119,350		$119,350		119,350		119,350
	Other Services & Charges	196,800	24,800	221,600		$221,600		221,600		221,600
	Capital Outlays	0		0		$0		0		0
	Total - Construction	$935,400	$43,550	$978,950	$0	$978,950	$0	$978,950	$0	$978,950
001220	Sanitation									
	Personnel	$1,926,650		1,926,650		$1,926,650		$1,926,650		$1,926,650
	Supplies & Expenses	395,100	93,100	488,200	65,000	$553,200	30,000	583,200		583,200
	Other Services & Charges	1,748,700	205,500	1,954,200	-108,000	$1,846,200	30,000	1,876,200		1,876,200
	Capital Outlays	0		0		$0		0		0
	Total - Sanitation	$4,070,450	$298,600	$4,369,050	-$43,000	$4,326,050	$60,000	$4,386,050	$0	$4,386,050

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2026

	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
001221 Street Cleaning									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	0		0		$0		0		0
Total - Street Cleaning	$0	$0	$0	$0	$0	$0	$0	$0	$0
001250 Health									
Personnel	$1,523,690		$1,523,690		$1,523,690		$1,523,690		$1,523,690
Supplies & Expenses	118,000		118,000	7,000	$125,000	16,000	141,000		141,000
Other Services & Charges	4,150	9,100	13,250		$13,250		13,250		13,250
Capital Outlays	0		0		$0		0		0
Total - Health	$1,645,840	$9,100	$1,654,940	$7,000	$1,661,940	$16,000	$1,677,940	$0	$1,677,940
Recap - Public Services:									
Personnel	***$6,628,640***	***$20,910***	***$6,649,550***	***$0***	***$6,649,550***	***$0***	***$6,649,550***	***$20,000***	***$6,669,550***
Supplies & Expenses	***$1,104,850***	***118,550***	***1,223,400***	***118,300***	***$1,341,700***	***46,000***	***1,387,700***	***0***	***1,387,700***
Other Services & Charges	***$5,725,002***	***373,900***	***6,098,902***	***82,400***	***$6,181,302***	***200,000***	***6,381,302***	***0***	***6,381,302***
Capital Outlays	***$1,753,000***	***268,223***	***2,021,223***	***0***	***$2,021,223***	***0***	***2,021,223***	***0***	***2,021,223***
Total - Public Services	***$15,211,492***	***$781,583***	***$15,993,075***	***$200,700***	***$16,193,775***	***$246,000***	***$16,439,775***	***$20,000***	***$16,459,775***
001260 Animal Control									
Personnel	$195,800		$195,800	$20,000	$215,800		$215,800		$215,800
Supplies & Expenses	7,400		7,400		$7,400	8,500	15,900		15,900
Other Services & Charges	321,850		321,850		$321,850		321,850		321,850
Capital Outlays	0		0		$0		0		0
Total - Animal Control	$525,050	$0	$525,050	$20,000	$545,050	$8,500	$553,550	$0	$553,550
001280 Human/Social Assist.									
Personnel			$0		$0		$0		$0
Supplies & Expenses			0		$0		0		0
Other Services & Charges	331,500	35,000	366,500	-25,000	$341,500		341,500		341,500
Capital Outlays			0		$0		0		0
Total - Human/Social Assist.	$331,500	$35,000	$366,500	-$25,000	$341,500	$0	$341,500	$0	$341,500
001402 Economic Dev.									
Personnel			$0		$0		$0		$0
Supplies & Expenses			0		$0		0		0
Other Services & Charges	673,000	903,729	1,576,729		$1,576,729		1,576,729		1,576,729
Capital Outlays	1,050,000	1,894,902	2,944,902	403,000	$3,347,902	500,000	3,847,902		3,847,902
Total - Economic Dev.	$1,723,000	$2,798,631	$4,521,631	$403,000	$4,924,631	$500,000	$5,424,631	$0	$5,424,631
001460 Debt Service									
Principal	$798,867		$798,867		$798,867		$798,867		$798,867
Interest	275,091		$275,091		$275,091		$275,091		$275,091
Paying Agent Fee	3,000		$3,000		$3,000		$3,000		$3,000
Total Debt Service	$1,076,958	$0	$1,076,958	$0	$1,076,958	$0	$1,076,958	$0	$1,076,958
001551 Airport									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	13,350		13,350		$13,350		13,350		13,350
Other Services & Charges	42,300		42,300		$42,300	6,500	48,800		48,800
Capital Outlays	0		0		$0		0		0
Total - Airport	$55,650	$0	$55,650	$0	$55,650	$6,500	$62,150	$0	$62,150
001553 Cemetery									
Personnel	$943,100		$943,100		$943,100		$943,100		$943,100
Supplies & Expenses	71,650		71,650		$71,650	17,500	89,150		89,150
Other Services & Charges	58,790		58,790		$58,790	5,000	63,790		63,790
Capital Outlays	60,500	18,200	78,700		$78,700		78,700		78,700
Total - Cemetery	$1,134,040	$18,200	$1,152,240	$0	$1,152,240	$22,500	$1,174,740	$0	$1,174,740
001560 Parking Garages									
Personnel	$54,750		$54,750		$54,750		$54,750		$54,750
Supplies & Expenses	1,600		1,600		$1,600		1,600		1,600
Other Services & Charges	51,670		51,670	3,000	$54,670	2,000	56,670		56,670
Capital Outlays	0		0		$0		0		0
Total - Parking Garages	$108,020	$0	$108,020	$3,000	$111,020	$2,000	$113,020	$0	$113,020
Transfers to Other Funds	$3,755,687	150,000	$3,905,687	101,000	$4,006,687	323,140	$4,329,827		$4,329,827
EXPENDITURES & TRANSFERS	**$67,796,676**	**$4,285,188**	**$72,081,864**	**$966,860**	**$73,048,724**	**$1,588,390**	**$74,637,114**	**$20,000**	**$74,657,114**
Recap - General Fund									
Personnel	*$41,211,400*	*$138,750*	*$41,350,150*	*$49,660*	*$41,399,810*	*$134,500*	*$41,534,310*	*$20,000*	*$41,554,310*
Supplies & Expenses	*2,616,125*	*144,745*	*2,760,870*	*134,800*	*2,895,670*	*74,000*	*2,969,670*	*0*	*2,969,670*
Other Services & Charges	*16,200,506*	*1,640,488*	*17,840,994*	*278,400*	*18,119,394*	*555,850*	*18,675,244*	*0*	*18,675,244*
Capital Outlays	*2,939,000*	*2,211,205*	*5,150,205*	*403,000*	*5,553,205*	*500,900*	*6,054,105*	*0*	*6,054,105*
Principal Payments	*798,867*	*0*	*798,867*	*0*	*798,867*	*0*	*798,867*	*0*	*798,867*
Interest Payments	*275,091*	*0*	*275,091*	*0*	*275,091*	*0*	*275,091*	*0*	*275,091*
Total - Gen. Fund Cost Centers	*$64,040,989*	*$4,135,188*	*$68,176,177*	*$865,860*	*$69,042,037*	*$1,265,250*	*$70,307,287*	*$20,000*	*$70,327,287*
Transfers to Other Funds	*3,755,687*	*150,000*	*3,905,687*	*101,000*	*4,006,687*	*323,140*	*4,329,827*	*0*	*4,329,827*
Total - Expenditures & Transfers	*$67,796,676*	*$4,285,188*	*$72,081,864*	*$966,860*	*$73,048,724*	*$1,588,390*	*$74,637,114*	*$20,000*	*$74,657,114*
Ending Cash Budget	**$14,700,000**	**-$7,754,382**	**$6,945,618**	**-$966,860**	**$5,978,758**	**-$1,088,390**	**$4,890,368**	**-$20,000**	**$4,870,368**

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2026

	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	June Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
ADMINISTRATIVE	$11,607,643		$11,878,627		$11,859,077		$12,033,327		$12,033,327
POLICE & ACADEMY	$16,981,941		$17,186,256		$17,319,466		$17,344,466		$17,344,466
FIRE	$12,943,970		$12,958,945		$13,005,945		$13,005,945		$13,005,945
CODE ENFORCEMENT	$1,251,525		$1,263,025		$1,366,525		$1,372,025		$1,372,025
PUBLIC WORKS	$15,211,492		$15,993,075		$16,193,775		$16,439,775		$16,459,775
DEBT SERVICE	$1,076,958		$1,076,958		$1,076,958		$1,076,958		$1,076,958
OTHER	$4,967,460		$7,819,291		$8,220,291		$9,034,791		$9,034,791
TRANSFERS	$3,755,687		$3,905,687		$4,006,687		$4,329,827		$4,329,827
PERSONNEL	$41,211,400		$41,350,150		$41,399,810		$41,534,310	$20,000	$41,554,310
SUPPLIES	$2,616,125		$2,760,870		$2,895,670		$2,969,670	$0	$2,969,670
OTHER SERVICES & CHARGES	$16,200,506		$17,840,994		$18,119,394		$18,675,244	$0	$18,675,244
CAPITAL OUTLAY	$2,939,000		$5,150,205		$5,553,205		$6,054,105	$0	$6,054,105
DEBT SERVICE	$1,073,958		$1,073,958		$1,073,958		$1,073,958	$0	$1,073,958
TRANSFERS	$3,755,687		$3,905,687		$4,006,687		$4,329,827	$0	$4,329,827

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2026

		Original FY 2026 Budgets	March Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
	Parks & Recreation (Fund #2):									
002300	Recreation Maint. Cost Center									
	Personnel	$2,108,520		$2,108,520		$2,108,520		$2,108,520		$2,108,520
	Supplies & Expenses	500,300		500,300	22,500	$522,800	20,000	542,800		542,800
	Other Services & Charges	550,910		550,910	8,000	$558,910		558,910		558,910
	Capital Outlays	0	144,000	144,000		$144,000	36,000	180,000		180,000
	Total - Recreation Maint.	$3,159,730	$144,000	$3,303,730	$30,500	$3,334,230	$56,000	$3,390,230	$0	$3,390,230
002315	Recreation Admin.									
	Personnel	$583,100		$583,100		$583,100		$583,100		$583,100
	Supplies & Expenses	80,100		80,100		$80,100		80,100		80,100
	Other Services & Charges	566,800		566,800	70,000	$636,800		636,800		636,800
	Capital Outlays	0		0		$0		0		0
	Total - Recreation Admin.	$1,230,000	$0	$1,230,000	$70,000	$1,300,000	$0	$1,300,000	$0	$1,300,000
	Kamper Park Zoo									
	Personnel	$0		$0		$0		$0		$0
	Supplies & Expenses	0		0		$0		0		0
	Other Services & Charges	0		0		$0		0		0
	Capital Outlays	0		0		$0		0		0
	Total - Kamper Park	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Recap - Parks & Recreation Fund:									
	Personnel	***$2,691,620***	***$0***	***$2,691,620***	***$0***	***$2,691,620***	***$0***	***$2,691,620***	***$0***	***$2,691,620***
	Supplies & Expenses	***580,400***	***0***	***580,400***	***22,500***	***$602,900***	***20,000***	***$622,900***	***0***	***622,900***
	Other Services & Charges	***1,117,710***	***0***	***1,117,710***	***78,000***	***$1,195,710***	***0***	***$1,195,710***	***0***	***1,195,710***
	Capital Outlays	***0***	***144,000***	***144,000***	***0***	***$144,000***	***36,000***	***$180,000***	***0***	***180,000***
	Total - Recreation Maint.	***$4,389,730***	***$144,000***	***$4,533,730***	***$100,500***	***$4,634,230***	***$56,000***	***$4,690,230***	***$0***	***$4,690,230***
	Municipal Fire Protection (Fund #5):									
	Personnel	**$0**		**$0**		**$0**		**$0**		**$0**
	Supplies & Expenses	**64,500**		**64,500**		**$64,500**		**64,500**		**64,500**
	Other Services & Charges	**55,000**		**55,000**		**$55,000**		**55,000**		**55,000**
	Capital Outlays	**75,000**	**447,320**	**522,320**		**$522,320**		**522,320**		**522,320**
	Principal Payments	**0**		**0**		**$0**		**0**		**0**
	Interest Payments	**0**		**0**		**$0**		**0**		**0**
	Total - Municipal Fire Prot. Fund	***$194,500***	***$447,320***	***$641,820***	***$0***	***$641,820***	***$0***	***$641,820***	***$0***	***$641,820***
	Special Streets (Fund #8):									
	Personnel	**$0**		**$0**		**$0**		**$0**		**$0**
	Supplies & Expenses	**0**		**0**		**$0**		**$0**		**0**
	Other Services & Charges	**20,000**		**20,000**		**$20,000**		**20,000**		**20,000**
	Capital Outlays	**0**		**0**		**$0**		**0**		**0**
	Total - Special Streets	***$20,000***	***$0***	***$20,000***	***$0***	***$20,000***	***$0***	***$20,000***	***$0***	***$20,000***
	Water & Sewer Operation & Maint. (Fund #9):									
009660	Customer Accounts Cost Center									
	Personnel	$983,280	$8,410	$991,690		$991,690		$991,690		$991,690
	Supplies & Expenses	74,300		74,300	-5,000	$69,300	-5,000	64,300		64,300
	Other Services & Charges	556,300		556,300	-4,400	$551,900	-7,500	544,400		544,400
	Capital Outlays	70,000		70,000	-2,392	$67,608	-632	66,976		66,976
	Total - Customer Accounts	$1,683,880	$8,410	$1,692,290	-$11,792	$1,680,498	-$13,132	$1,667,366	$0	$1,667,366
009672	Water Transmission Cost Center									
	Personnel	$1,279,370		$1,279,370		$1,279,370		$1,279,370		$1,279,370
	Supplies & Expenses	320,500		320,500	-30,000	$290,500	8,500	299,000		299,000
	Other Services & Charges	2,637,300		2,637,300	624,000	$3,261,300	106,200	3,367,500		3,367,500
	Capital Outlays	210,000		210,000	-182,836	$27,164		27,164		27,164
	Total - Water Trans.	$4,447,170	$0	$4,447,170	$411,164	$4,858,334	$114,700	$4,973,034	$0	$4,973,034
009673	Plant Cost Center									
	Personnel	$593,850	$660	$594,510		$594,510		$594,510		$594,510
	Supplies & Expenses	489,000		489,000	-122,000	$367,000	-41,354	325,646		325,646
	Other Services & Charges	1,490,060		1,490,060	228,000	$1,718,060	-2,500	1,715,560		1,715,560
	Capital Outlays	0		0		$0		0		0
	Total - Plant	$2,572,910	$660	$2,573,570	$106,000	$2,679,570	-$43,854	$2,635,716	$0	$2,635,716
009676	Sewer Cost Center									
	Personnel	$407,200		$407,200		$407,200		$407,200		$407,200
	Supplies & Expenses	317,100		317,100	-40,950	$276,150	-7,500	268,650		268,650
	Other Services & Charges	2,965,500		2,965,500	93,200	$3,058,700	111,000	3,169,700		3,169,700
	Capital Outlays	85,000		85,000	-78,302	$6,698		6,698		6,698
	Total - Sewer	$3,774,800	$0	$3,774,800	-$26,052	$3,748,748	$103,500	$3,852,248	$0	$3,852,248
009677	Lagoon Cost Center									
	Personnel	$645,120		$645,120		$645,120		$645,120		$645,120
	Supplies & Expenses	319,500		319,500	-100,500	$219,000		219,000		219,000
	Other Services & Charges	2,245,400		2,245,400	-70,700	$2,174,700	119,500	2,294,200		2,294,200
	Capital Outlays	0		0		$0		0		0
	Principal Payments	0		0		$0		0		0
	Interest Payments	0		0		$0		0		0
	Total - Lagoon Cost Center	$3,210,020	$0	$3,210,020	-$171,200	$3,038,820	$119,500	$3,158,320	$0	$3,158,320

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2026

	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Recap: Water & Sewer O & M Fund:									
Personnel	*$3,908,820*	*$9,070*	*$3,917,890*	*$0*	*$3,917,890*	*$0*	*$3,917,890*	*$0*	*$3,917,890*
Supplies & Expenses	*1,520,400*	*0*	*1,520,400*	*-298,450*	*$1,221,950*	*-45,354*	*$1,176,596*	*0*	*$1,176,596*
Other Services & Charges	*9,894,560*	*0*	*9,894,560*	*870,100*	*$10,764,660*	*326,700*	*$11,091,360*	*0*	*$11,091,360*
Capital Outlays	*365,000*	*0*	*365,000*	*-263,530*	*$101,470*	*-632*	*$100,838*	*0*	*$100,838*
Principal Payments	*0*	*0*	*0*	*0*	*$0*	*0*	*$0*	*0*	*$0*
Interest Payments	*0*	*0*	*0*	*0*	*$0*	*0*	*$0*	*0*	*$0*
Total - Water & Sewer O & M Fund	*$15,688,780*	*$9,070*	*$15,697,850*	*$308,120*	*$16,005,970*	*$280,714*	*$16,286,684*	*$0*	*$16,286,684*
Water & Sewer Bond & Int. (Fund #10):									
Other Services & Charges			$0		$0		$0		$0
Principal Payments	$5,786,000		$5,786,000		$5,786,000		$5,786,000		$5,786,000
Interest Payments	$1,052,000		$1,052,000		$1,052,000		$1,052,000		$1,052,000
Paying Agent Fees	$15,000		$15,000		$15,000		$15,000		$15,000
Total - W & S Bond & Int. Fund	*$6,853,000*	*$0*	*$6,853,000*	*$0*	*$6,853,000*	*$0*	*$6,853,000*	*$0*	*$6,853,000*
Water & Sewer Revenue (Fund #11):									
Principal Payments	$0		$0		$0	$104,000	$104,000		$104,000
Interest Payments	0		0		$0	70,000	70,000		70,000
Other services & charges	90,000		90,000		$90,000		90,000		90,000
Transfers to other funds	28,670,000		28,670,000		$28,670,000	2,166,000	30,836,000		30,836,000
Total - W & S Revenue Fund	*$28,760,000*	*$0*	*$28,760,000*	*$0*	*$28,760,000*	*$2,340,000*	*$31,100,000*	*$0*	*$31,100,000*
2020 Tax Increment (Planet Fitness) Bond & Int (Fund #12):									
Principal Payments	$38,932		$38,932		$38,932		$38,932		$38,932
Interest Payments	13,679		13,679		$13,679		$13,679		13,679
Other Services & Charges	0		0		$0		$0		0
Transfers	0		0		$0		$0		0
Paying Agent Fees	0		0		$0		$0		0
Total - 1999 TIF Bond & Int Fund	*$52,611*	*$0*	*$52,611*	*$0*	*$52,611*	*$0*	*$52,611*	*$0*	*$52,611*
City Bond & Interest (Fund #13):									
Principal Payments	$1,840,000		$1,840,000		$1,840,000		$1,840,000		$1,840,000
Interest Payments	2,063,200		2,063,200		$2,063,200		$2,063,200		2,063,200
Other Services & Charges	31,000		31,000		$31,000		$31,000		31,000
Transfers	0		0		$0		$0		0
Paying Agent Fees	20,000		20,000		$20,000		$20,000		20,000
Total - 1999 TIF Bond & Int Fund	*$3,954,200*	*$0*	*$3,954,200*	*$0*	*$3,954,200*	*$0*	*$3,954,200*	*$0*	*$3,954,200*
SUPPLEMENTAL ENVIRONMENTAL PROJECT (FUND #17):									
Supplies	$0		$0		$0		$0		$0
Other Services & Charges	233,534		233,534		$233,534		233,534		233,534
Capital Outlay	0		0		$0		0		0
Transfers	0		0		$0		0		0
Total - Supp. Env. Project Fund	*$233,534*	*$0*	*$233,534*	*$0*	*$233,534*	*$0*	*$233,534*	*$0*	*$233,534*
Police Fines & Forfeitures (Fund #19):									
Personnel	$0		$0		$0		0		$0
Supplies & Expenses	0	20,000	20,000		$20,000		20,000		20,000
Other Services & Charges	0	20,000	20,000		$20,000	-4,000	16,000		16,000
Capital Outlays	0	25,000	25,000		$25,000	4,000	29,000		29,000
Transfers	0		0		$0		0		0
Total - Fines & Forf. Fund	*$0*	*$65,000*	*$65,000*	*$0*	*$65,000*	*$0*	*$65,000*	*$0*	*$65,000*
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):									
Principal Payments	$205,000		$205,000		$205,000		205,000		$205,000
Interest Payments	37,709		37,709		$37,709		37,709		37,709
other services & charges	2,000		2,000		$2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	*$244,709*	*$0*	*$244,709*	*$0*	*$244,709*	*$0*	*$244,709*	*$0*	*$244,709*
Series 2004 TIF Bond & Int (Home Depot, Fund #21):									
Principal Payments	$0		$0		$0		$0		$0
Interest Payments	0		0		$0		0		0
Transfers	0		0		$0		0		0
other services & charges	0		0		$0		0		0
Total - 2004 TIF Bond & Int Fund	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):									
Principal Payments	$180,000		$180,000		$180,000		180,000		$180,000
Interest Payments	16,425		16,425		$16,425		16,425		16,425
other services & charges	2,500		2,500		$2,500		2,500		2,500
Transfers to other Funds	0		0		$0		0		0
Total - 2003 TIF Bond & Int Fund	*$198,925*	*$0*	*$198,925*	*$0*	*$198,925*	*$0*	*$198,925*	*$0*	*$198,925*
Series 2007 TIFBond & Int (Turtle Creek Fund 23):									
Principal Payments	90,000		90,000		$90,000		90,000		90,000
Interest Payments	10,725		10,725		$10,725		10,725	$4,950	15,675
Other Services & Charges	2,500		2,500		$2,500		2,500		2,500
Total - 2007 TIF Bond & Int Fund	*$103,225*	*$0*	*$103,225*	*$0*	*$103,225*	*$0*	*$103,225*	*$4,950*	*$108,175*
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):									
Principal Payments	$0		0		$0		0		0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2026

	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Interest Payments	$0		0		$0		0		0
Other Services & Charges	$0		0		$0		0		0
Total - 2008 TIF Bond & Int Fund	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):									
Principal Payments	$0		0		$0		0		0
Interest Payments	$0		0		$0		0		0
Transfers	$0		0		$0		0		0
Total - 2008 TIF Bond & Int Fund	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Series 2016 TIF Bond & Int (Whispering Pines Fund 26):									
Principal Payments	$213,000		213,000		$213,000		213,000		213,000
Interest Payments	$66,423		66,423		$66,423		66,423		66,423
Other Services & Charges	$2,000		2,000		$2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	*$281,423*	*$0*	*$281,423*	*$0*	*$281,423*	*$0*	*$281,423*	*$0*	*$281,423*
Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):									
Principal Payments	$60,000		60,000		$60,000		60,000		60,000
Interest Payments	$16,006		16,006		$16,006		16,006		16,006
Other Services & Charges			0		$0		0		0
Total - 2008 TIF Bond & Int Fund	*$76,006*	*$0*	*$76,006*	*$0*	*$76,006*	*$0*	*$76,006*	*$0*	*$76,006*
Airport Imp. (Fund #39):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	50,000	308,085	358,085		$358,085		358,085		358,085
Capital Outlays	1,236,134	1,167,242	2,403,376		$2,403,376		2,403,376		2,403,376
Total - Airport Imp. Fund	*$1,286,134*	*$1,475,327*	*$2,761,461*	*$0*	*$2,761,461*	*$0*	*$2,761,461*	*$0*	*$2,761,461*
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek) (Fund #50)									
Principal Payments	88,000		88,000		88,000		88,000		88,000
Interest Payments	30,965		30,965		30,965		30,965		30,965
Paying Agent Fees	2,000		2,000		2,000		2,000		2,000
Other Services & Charges	-		0		0		0		0
Total - Series 2015A TIF Bond & Int	*$ 120,965*	*$ -*	*$ 120,965*	*$ -*	*$ 120,965*	*$ -*	*$ 120,965*	*$ -*	*$ 120,965*
Series 2015B TIF Bond & Int (Midtown Market) (Fund #51)									
Principal Payments	15,000		15,000		15,000		15,000		15,000
Interest Payments	5,363		5,363		5,363		5,363		5,363
Paying Agent Fees	2,000		2,000		2,000		2,000		2,000
Other Services & Charges	-		-		-		-		-
Total - Series 2015B TIF Bond & Int	*$ 22,363*	*$ -*	*$ 22,363*	*$ -*	*$ 22,363*	*$ -*	*$ 22,363*	*$ -*	*$ 22,363*
Series 2019 TIF Bond & Int (Elam Arms) (Fund #52)									
Principal Payments									
Interest Payments	194,000		194,000		194,000		194,000		194,000
Paying Agent Fees	97,608		97,608		97,608		97,608		97,608
	4,000		4,000		4,000		4,000		4,000
Other Services & Charges			0		0		0		0
Total - Series 2019 TIF Bond & Int	*$ 295,608*	*$ -*	*$ 295,608*	*$ -*	*$ 295,608*	*$ -*	*$ 295,608*	*$ -*	*$ 295,608*
Municipal Road & Bridge (Fund #72):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		$0		0
Other Services & Charges	1,330,000	100,000	1,430,000		$1,430,000		$1,430,000		1,430,000
Capital Outlays	5,815,000	-221,000	5,594,000		$5,594,000		$5,594,000		5,594,000
Transfers	0	252,000	252,000		$252,000		$252,000		252,000
Principal	0		0		$0		$0		0
Interest	0		0		$0		$0		0
Total - Municipal Road & Bridge	*$7,145,000*	*$131,000*	*$7,276,000*	*$0*	*$7,276,000*	*$0*	*$7,276,000*	*$0*	*$7,276,000*
Mass Transit (Fund #73):									
Personnel	$1,606,000		$1,606,000		$1,606,000		$1,606,000		$1,606,000
Supplies & Expenses	250,700		250,700		$250,700	36,000	$286,700		286,700
Other Services & Charges	326,875		326,875		$326,875	12,000	$338,875		338,875
Capital Outlays	3,419,577		3,419,577		$3,419,577		$3,419,577		3,419,577
Transfers	0		0		$0		$0		0
Total - Mass Transit Fund	*$5,603,152*	*$0*	*$5,603,152*	*$0*	*$5,603,152*	*$48,000*	*$5,651,152*	*$0*	*$5,651,152*
Water & Sewer Construction (Fund #75):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	2,200,000		2,200,000		$2,200,000		2,200,000		2,200,000
Transfers	0		0		$0	111,568	111,568		111,568
Capital Outlays	3,600,000		3,600,000		$3,600,000	1,000,000	4,600,000		4,600,000
Total - W & S Construction Fund	*$5,800,000*	*$0*	*$5,800,000*	*$0*	*$5,800,000*	*$1,111,568*	*$6,911,568*	*$0*	*$6,911,568*
Community Centers (Fund #77):									
Personnel	$658,200		$658,200		$658,200		658,200		$658,200
Supplies & Expenses	46,200		46,200		$46,200		46,200		46,200
Other Services & Charges	189,950		189,950		$189,950	17,000	206,950		206,950
Capital Outlays	70,500		70,500		$70,500	10,000	80,500		80,500
Transfers	0		0		$0		0		0
Total - Community Centers Fund	*$964,850*	*$0*	*$964,850*	*$0*	*$964,850*	*$27,000*	*$991,850*	*$0*	*$991,850*

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2026

	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Community Dev. Block Grant (Fund #82):									
Personnel	$308,200		$308,200		$308,200		308,200		$308,200
Supplies & Expenses	8,250		8,250		$8,250		8,250		8,250
Other Services & Charges	897,260		897,260		$897,260		897,260		897,260
Capital Outlays	928,906	740,394	1,669,300		$1,669,300		1,669,300		1,669,300
Transfers	0		0		$0		0		0
Total - CDBG Fund	*$2,142,616*	*$740,394*	*$2,883,010*	*$0*	*$2,883,010*	*$0*	*$2,883,010*	*$0*	*$2,883,010*
Covid Fiscal Recovery Fund (Fund #79):									
Supplies	$0		0		$0		0		0
Other Services & Charges	$0		0		$0		0		0
Transfers Out	$0		0		$0	$426,294	426,294		426,294
Capital Outlay	9,472,000		9,472,000		$9,472,000		9,472,000	$1,028,474	10,500,474
Total - Series 2009 G.O. Bonds	*$9,472,000*	*$0*	*$9,472,000*	*$0*	*$9,472,000*	*$426,294*	*$9,898,294*	*$1,028,474*	*$10,926,768*
Special Sales Tax-Parks/Rec/USM Improvements (Fund 86):									
Principal Payments	$1,395,000		1,395,000		$1,395,000		1,395,000		1,395,000
Interest Payments	$80,007		80,007		$80,007		80,007		80,007
Personal Services	$57,850		57,850		$57,850		57,850		57,850
Supplies	$0		0		$0		0		0
Other Services & Charges	$1,950,000		1,950,000		$1,950,000	$40,000	1,990,000		1,990,000
Transfers Out	$0		0		$0		0		0
Capital Outlay	1,428,000		1,428,000		$1,428,000		1,428,000		1,428,000
Total - Parks/Rec/USM Impr.	*$4,910,857*	*$0*	*$4,910,857*	*$0*	*$4,910,857*	*$40,000*	*$4,950,857*	*$0*	*$4,950,857*
Public Safety/Recreation Construction (Fund #88):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	2,000,000		2,000,000		$2,000,000		2,000,000		2,000,000
Transfers to other Funds	0		0		$0		0		0
Total - Series 2002 Const. Fund	*$2,000,000*	*$0*	*$2,000,000*	*$0*	*$2,000,000*	*$0*	*$2,000,000*	*$0*	*$2,000,000*
MDA Energy Efficiency Capital Projects (Fund 89):									
Personnel	$0		$0		$0		0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	0		0		$0		0		0
Transfers	0		0		$0		0		0
Total - Series 2004 Const. Fund	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	0		0		$0		0		0
Transfers	0		0		$0		0		0
Total - Series 2004 Const. Fund	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*
'16 W&S Systems Proj									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	0		0		$0		0		0
Transfers	0		0		$0		0	964	964
Total - '16 W&S Systems Proj	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$964*	*$964*
Fire Station Construction Fund (Fund 95):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	5,656,414		5,656,414		$5,656,414		5,656,414		5,656,414
Transfers	0		0		$0		0		0
Total - Series 2001 Const. Fund	*$5,656,414*	*$0*	*$5,656,414*	*$0*	*$5,656,414*	*$0*	*$5,656,414*	*$0*	*$5,656,414*
Infrastructure Impr-Internet Sales Tax (Fund #97):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Transfers			0		$0		0		0
Capital Outlays	9,000,000		9,000,000		$9,000,000		9,000,000		9,000,000
Total - Internet Sales Tax Fund	*$9,000,000*	*$0*	*$9,000,000*	*$0*	*$9,000,000*	*$0*	*$9,000,000*	*$0*	*$9,000,000*
Water Meter Project (Fund #98):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Transfers	0		0		$0		0		0
Capital Outlays	50,000		50,000		$50,000		50,000		50,000
Total - Kamper Park Imp. Fund	*$50,000*	*$0*	*$50,000*	*$0*	*$50,000*	*$0*	*$50,000*	*$0*	*$50,000*

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	Original FY 2026 Budgets	March Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	August Amend'ts	Proposed Amended Budgets	Proposed September Amend'ts	Proposed Amended Budgets
Series 2010 Water & Sewer G.O. Constr. (Fund #99):									
Personnel					$0				
Supplies & Expenses					$0				
Other Services & Charges			0		$0		0		0
Capital Outlay	$0		0		$0		0		0
Transfers out	$0		0		$0		$0		$0
Total - Series 2010 Constr.	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***
Series 2013 Water & Sewer Revenue Constr. (Fund #105):									
Personnel			0		$0		0		0
Supplies & Expenses			0		$0		0		0
Other Services & Charges	$0		0		$0		0		0
Capital Outlay	$0		0		$0		0		0
Transfers	$0		0		$0		0		0
Total - Series 2013 Constr.	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):									
Personnel			0		$0		0		0
Supplies & Expenses			0		$0		0		0
Other Services & Charges	$0		0		$0		0		0
Capital Outlay	$0		0		$0		0		0
Transfers			0		$0		0		0
Total - Series 2016 Constr.	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***
Series 2012 Water & Sewer Const. (Fund #94):									
Personnel	$0		$0		$0		$0		$0
Supplies & Expenses	0		0		$0		0		0
Other Services & Charges	0		0		$0		0		0
Capital Outlays	0		0		$0		0		0
Transfers Out	0		0		$0		0		0
Total - Series 2012 Const.	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	**$115,520,602**	**$3,012,111**	**$118,532,713**	**$408,620**	**$118,941,333**	**$4,329,576**	**$123,270,909**	**$1,034,388**	**$124,305,297**
General Fund	**$67,796,676**	**$4,285,188**	**$72,081,864**	**$966,860**	**$73,048,724**	**$1,588,390**	**$74,637,114**	**$20,000**	**$74,657,114**
TOTAL EXPENDITURES & TRANSFERS	**$183,317,278**	**$7,297,299**	**$190,614,577**	**$1,375,480**	**$191,990,057**	**$5,917,966**	**$197,908,023**	**$1,054,388**	**$198,962,411**
Less: Interfund Transfers	**-32,425,687**	**-402,000**	**-32,827,687**	**-101,000**	**-32,928,687**	**-3,027,002**	**-35,955,689**	**-964**	**-35,956,653**
TOTAL EXPENDITURES	**$150,891,591**	**$6,895,299**	**$157,786,890**	**$1,274,480**	**$159,061,370**	**$2,890,964**	**$161,952,334**	**$1,053,424**	**$163,005,758**
Recap of City-Wide Expenditure Budgets:									
Personnel	***$50,442,090***	***$147,820***	***$50,589,910***	***$49,660***	***$50,639,570***	***$134,500***	***$50,774,070***	***$20,000***	***$50,794,070***
Supplies & Expenses	***$5,086,575***	***$164,745***	***$5,251,320***	***-$141,150***	***$5,110,170***	***$84,646***	***$5,194,816***	***$0***	***$5,194,816***
Other Services & Charges	***$34,638,395***	***$2,068,573***	***$36,706,968***	***$1,226,500***	***$37,933,468***	***$947,550***	***$38,881,018***	***$0***	***$38,881,018***
Capital Outlays	***$46,055,531***	***$4,514,161***	***$50,569,692***	***$139,470***	***$50,709,162***	***$1,550,268***	***$52,259,430***	***$1,028,474***	***$53,287,904***
Principal Payments	***10,903,799***	***0***	***10,903,799***	***0***	***10,903,799***	***104,000***	***11,007,799***	***0***	***11,007,799***
Interest Payments	***3,765,201***	***0***	***3,765,201***	***0***	***3,765,201***	***70,000***	***3,835,201***	***4,950***	***3,840,151***
Total Expenditure Budgets	***$150,891,591***	***$6,895,299***	***$157,786,890***	***$1,274,480***	***$159,061,370***	***$2,890,964***	***$161,952,334***	***$1,053,424***	***$163,005,758***

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's Covid Fiscal Recovery Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$9,472,000	$1,028,474	$10,500,474	Capital Projects

Section 2. That the following budget amendments are hereby authorized to be made in the City's '16 W&S Systems Proj Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$-0-	$964	$964	Transfer of remaining balance

Section 3. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of September, 2026.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2026.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

GENERAL FUND:

REVENUES & BEG. CASH:	
Taxes - Other	$17,500
Licenses & Permits	4,809,520
Inter-governmental Revenues:	
Federal Grants	2,970,591
State Grants	1,606,476
State-Shared Revenues	28,230,092
County Shared Revenues	168,239
Charges for Services:	
Public safety	458,500
Streets	0
Sanitaiton	3,360,500
Misc.	0
Fines & Forfeits	1,206,000
Miscellaneous	524,400
Transfers-In	1,250,000
Non-Revenue Receipts	335,200
Total From All Sources Other Than taxation	44,937,018
Beginning Cash and Investment Balance	11,390,464
Reserve for Court Technology	0
Amount to be Raised by Tax Levy	23,200,000
TOTAL FROM ALL SOURCES	**$79,527,482**
EXPENDITURES & ENDING CASH:	
General Government:	
Personnel	5,447,160
Supplies & Expenses	212,738
Other services & Charges	6,303,649
Capital Outlays	69,780
Total - General Government	12,033,327
Police Dept.:	
Personnel	14,559,050
Supplies & Expenses	799,360
Other services & Charges	1,759,184
Capital Outlays	0
Total - Police Dept.	17,117,594
Police & Fire Training:	
Personnel	54,400
Supplies & Expenses	98,772
Other services & Charges	73,700
Capital Outlays	0
Total - Police & Fire Training	226,872
Fire Dept.:	
Personnel	12,299,780
Supplies & Expenses	313,845
Other services & Charges	392,320
Capital Outlays	0
Total - Fire Dept.	13,005,945
Land Development Administration:	
Personnel	880,520
Supplies & Expenses	37,255
Other services & Charges	417,750
Capital Outlays	36,500
Total - Land Dev. Admin.	1,372,025

Public Safety Contractual Services:	
Personnel	430,200
Other services & Charges	935,000
Total - Pub. Safety Cont. Serv.	1,365,200
Public Services:	
Personnel	6,669,550
Supplies & Expenses	1,387,700
Other services & Charges	6,381,302
Capital Outlays	2,021,223
Total - Public Services	16,459,775
Animal Control	
Personnel	215,800
Supplies & Expenses	15,900
Other services & Charges	321,850
Capital Outlays	0
Total - Animal Control	553,550
Human/Social	
Other services & Charges	341,500
Total - Human/Social	341,500
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	1,576,729
Capital Outlays	3,847,902
Total - Eco. Dev.	5,424,631
Debt Service:	
Prinicpal Payments	798,867
Interest Payments	275,091
Paying Agent Fee	3,000
Total - Debt service	1,076,958
Airport	
Personnel	0
Supplies & Expenses	13,350
Other services & Charges	48,800
Capital Outlays	0
Total - Airport	62,150
Cemetery	
Personnel	943,100
Supplies & Expenses	89,150
Other services & Charges	63,790
Capital Outlays	78,700
Total - Cemetery	1,174,740
Parking Garages	
Personnel	54,750
Supplies & Expenses	1,600
Other services & Charges	56,670
Capital Outlays	0
Total - Parking Garages	113,020
Operating Transfers Out	4,329,827
Total Expenditures & Transfers	**74,657,114**
Ending Cash Balance	**$4,870,368**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$79,527,482**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$1,000
State Grants	0
County Shared Revenues	0
Misc. grants	0
Charges for Services:	
Culture & Recreation	93,450
Miscellaneous	60,000
Transfers-In	2,816,280
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	2,970,730
Beginning Cash and Investment Balance	656,283
Amount to be Raised by Tax Levy	1,070,000
TOTAL FROM ALL SOURCES	**$4,697,013**

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	2,691,620
Supplies & Expenses	622,900
Other services & Charges	1,195,710
Capital Outlays	180,000
Total Expenditures	$4,690,230
Cash balance at End of Year	6,783
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$4,697,013**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	$317,500
Charges for Services	96,000
Fines & Forfeits	0
Miscellaneous	5,000
Contributions	0
Transfers In	0
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	418,500
Beginning Cash and	
Investment Balance	552,451
TOTAL FROM ALL SOURCES	**$970,951**

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	$0
Supplies & Expenses	64,500
Other services & Charges	55,000
Capital Outlays	522,320
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	$641,820
Cash balance at End of Year	329,131
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$970,951**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Shared Revenues	95,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	96,000
Beginning Cash and Investment Balance	(66,764)
TOTAL FROM ALL SOURCES	**$29,236**

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	20,000
Capital Outlays	0
Total Expenditures	$20,000
Cash balance at End of Year	9,236
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$29,236**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

WATER & SEWER OPERATION AND MAINTENANCE FUND:

REVENUES & BEG. CASH:	
Charges for Services	$60,000
Transfers-In	16,200,000
Miscellaneous	1,000
Non-Revenue Receipts	11,000
Total From All Sources Other Than taxation	16,272,000
Beginning Cash and Investment Balance	1,825,061
TOTAL FROM ALL SOURCES	**$18,097,061**
EXPENDITURES & ENDING CASH:	
Personnel	3,917,890
Supplies & Expenses	1,176,596
Other services & Charges	11,091,360
Capital Outlays	100,838
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	$16,286,684
Cash balance at End of Year	1,810,377
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$18,097,061**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

WATER & SEWER BOND AND INTEREST FUND:

REVENUES & BEG. CASH:	
Transfers-In	$7,056,000
Miscellaneous	150,000
Non-Revenue Receipts	0
Total Revenues	7,206,000
Beginning Cash Balance	30,755,558
TOTAL FROM ALL SOURCES	**$37,961,558**
EXPENDITURES & ENDING CASH:	
Bonds Redeemed	5,786,000
Interest on Bonds	1,052,000
Other Services & Charges	0
Paying Agent Fees	15,000
Total Expenditures	**6,853,000**
Cash balance at End of Year	31,108,558
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$37,961,558**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	$5,000
Miscellaneous	155,000
Metered Water Sales	14,550,000
Taps	190,000
Water Turn-On Fees	85,000
Sewer Connections	75,000
Sewer Charges	13,700,000
Total Revenues	28,760,000
Beginning Fund Balance	0
TOTAL FROM ALL SOURCES	**$28,760,000**

EXPENDITURES & ENDING CASH:

Other Services & Charges	90,000
Principal	104,000
Interest	70,000
Operating Transfers Out	30,836,000
Total Expenditures	**$31,100,000**
Cash balance at End of Year	**($2,340,000)**
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$28,760,000**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$100
County-Shared Revenues	28,548
Total From All Sources Other Than taxation	28,648
Beginning Cash and Investment Balance	140,262
Amount to be Raised by Tax Levy	24,063
TOTAL FROM ALL SOURCES	**$192,973**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	38,932
Interest on Bonds	13,679
Paying Agent Fees	0
Transfers Out	0
Other Services & Charges	0
Total Expenditures	$52,611
Cash balance at End of Year	140,362
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$192,973**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

CITY BOND & INTEREST FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	$0
Interest	2,500
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources Other Than taxation	2,500
Beginning Cash and Investment Balance	3,052,608
Amount to be Raised by Tax Levy	2,660,000
TOTAL FROM ALL SOURCES	**$5,715,108**

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	1,840,000
Interest on Bonds	2,063,200
Other Services & Charges	31,000
Transfers	0
Paying Agent Fees	20,000
Total Expenditures	$3,954,200
Cash balance at End of Year	1,760,908
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$5,715,108**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

SUPPLEMENTAL ENVIRONMENTAL PROJECT FUND

REVENUES & BEG. CASH:	
Interest	8,000
Transfers In	$0
Total From All Sources Other Than taxation	8,000
Beginning Cash and Investment Balance	244,965
TOTAL FROM ALL SOURCES	**$252,965**
EXPENDITURES & ENDING CASH:	
Other Services & Charges	233,534
Operating transfers out	0
Total Expenditures	$233,534
Cash balance at End of Year	19,431
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$252,965**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	0
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	87,154
TOTAL FROM ALL SOURCES	**$87,154**

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	20,000
Other services & Charges	16,000
Capital Outlays	29,000
Transfers Out	0
Total Expenditures	$65,000
Cash balance at End of Year	22,154
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$87,154**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$200
Transfers In	$0
County-Shared Revenues	182,046
Total From All Sources Other Than taxation	182,246
Beginning Cash and Investment Balance	411,967
Amount to be Raised by Tax Levy	65,634
TOTAL FROM ALL SOURCES	**$659,847**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	205,000
Interest on Bonds	37,709
Other Services & Charges	2,000
Total Expenditures	**$244,709**
Cash balance at End of Year	415,138
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$659,847**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$0
Transfer From Other Funds	0
Total From All Sources Other Than taxation	0
Beginning Cash and Investment Balance	230,370
Amount to be Raised by Tax Levy	170,000
TOTAL FROM ALL SOURCES	**$400,370**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	180,000
Interest on Bonds	16,425
Other Services & Charges	2,500
Transfers to Other Funds	0
Total Expenditures	**$198,925**
Cash balance at End of Year	201,445
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$400,370**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
for the fiscal year ended September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$150
County Shared Revenue	$52,838
Transfer From Other Funds	
Total From All Sources Other Than taxation	52,988
Beginning Cash and Investment Balance	256,037
Amount to be Raised by Tax Levy	55,000
TOTAL FROM ALL SOURCES	**$364,025**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	90,000
Interest on Bonds	15,675
Other Services & Charges	2,500
Total Expenditures	$108,175
Cash balance at End of Year	255,850
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$364,025**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

2016 TIF BOND AND INTEREST FUND (Whispering Pines):

REVENUES & BEG. CASH:	
Interest	$500
County Shared Revenue	$215,851
Transfer From Other Funds	0
Total From All Sources Other Than taxation	216,351
Beginning Cash and Investment Balance	914,016
Amount to be Raised by Tax Levy	168,558
TOTAL FROM ALL SOURCES	**$1,298,925**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	213,000
Interest on Bonds	66,423
Other Services & Charges	2,000
Total Expenditures	$281,423
Cash balance at End of Year	1,017,502
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,298,925**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$50
County Shared Revenue	$41,803
Transfer From Other Funds	0
Total From All Sources Other Than taxation	41,853
Beginning Cash and Investment Balance	84,752
Amount to be Raised by Tax Levy	34,202
TOTAL FROM ALL SOURCES	**$160,807**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	60,000
Interest on Bonds	16,006
Other Services & Charges	0
Total Expenditures	$76,006
Cash balance at End of Year	84,801
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$160,807**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	$582,274
State Grants	$1,625,327
Miscellaneous	28,500
Transfers In	250,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	2,486,101
Beginning Cash and Investment Balance	1,000,568
TOTAL FROM ALL SOURCES	**$3,486,669**

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	358,085
Capital Outlays	2,403,376
Total Expenditures	**$2,761,461**
Cash balance at End of Year	725,208
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$3,486,669**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$0
County Shared Revenue	$29,924
Transfer From Other Funds	0
Total From All Sources Other Than taxation	29,924
Beginning Cash and Investment Balance	116,995
Amount to be Raised by Tax Levy	109,771
TOTAL FROM ALL SOURCES	**$256,690**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	88,000
Interest on Bonds	30,965
Other Services & Charges	2,000
Total Expenditures	$120,965
Cash balance at End of Year	135,725
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$256,690**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$0
County Shared Revenue	$14,659
Transfer From Other Funds	0
Total From All Sources Other Than taxation	14,659
Beginning Cash and Investment Balance	15,126
Amount to be Raised by Tax Levy	11,059
TOTAL FROM ALL SOURCES	**$40,844**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	15,000
Interest on Bonds	5,363
Paying Agent Fees	2,000
Other Services & Charges	0
Total Expenditures	$22,363
Cash balance at End of Year	18,481
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$40,844**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

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

REVENUES & BEG. CASH:	
Interest	$350
County Shared Revenue	$165,331
Transfer From Other Funds	54,406
Total From All Sources Other Than taxation	220,087
Beginning Cash and Investment Balance	1,048,150
Amount to be Raised by Tax Levy	129,107
TOTAL FROM ALL SOURCES	**$1,397,344**
EXPENDITURES & ENDING CASH:	
General Issues:	
Bonds Redeemed	194,000
Interest on Bonds	97,608
Other Services & Charges	4,000
Total Expenditures	$295,608
Cash balance at End of Year	1,101,736
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,397,344**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
State Grants	0
County Shared Revenues	1,970,000
Miscellaneous	20,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	1,990,000
Beginning Cash and Investment Balance	5,286,658
TOTAL FROM ALL SOURCES	**$7,276,658**

EXPENDITURES & ENDING CASH:

Public Services:	
Supplies & Expenses	0
Other services & Charges	1,430,000
Capital Outlays	5,594,000
Transfers out	252,000
Principal Payments	0
Interest Payments	0
Total Expenditures	**$7,276,000**
Cash balance at End of Year	658
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$7,276,658**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2026

MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:	
Inter-governmental Revenues:	
Federal Grants	$5,217,252
State Grants	$85,000
Miscellaneous	1,580
Transfers-In	200,000
Non-Revenue Reciepts	1,143
Total From All Sources Other Than taxation	5,504,975
Beginning Cash and Investment Balance	(17,410)
Amount to be Raised by Tax Levy	266,000
TOTAL FROM ALL SOURCES	**$5,753,565**
EXPENDITURES & ENDING CASH:	
Personnel	1,606,000
Supplies & Expenses	286,700
Other services & Charges	338,875
Capital Outlays	3,419,577
Total Expenditures	$5,651,152
Cash balance at End of Year	102,413
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$5,753,565**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2026

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	$0
Miscellaneous	130,000
Transfers-In	4,938,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	5,068,000
Beginning Cash and Investment Balance	2,574,688
TOTAL FROM ALL SOURCES	**$7,642,688**

EXPENDITURES & ENDING CASH:

Other services & Charges	$2,200,000
Capital Outlays	4,600,000
Transfers	111,568
Total Expenditures	6,911,568
Cash balance at End of Year	731,120
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$7,642,688**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	$32,500
State Grants	$0
Miscellaneous	25,000
Transfers-In	650,000
Non-Revenue Receipts	0
Total From All Sources Other Than taxation	707,500
Beginning Cash and Investment Balance	600,200
TOTAL FROM ALL SOURCES	**$1,307,700**

EXPENDITURES & ENDING CASH:

Personnel	658,200
Supplies & Expenses	46,200
Other services & Charges	206,950
Capital Outlays	80,500
Transfers	0
Total Expenditures	**$991,850**
Cash balance at End of Year	315,850
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,307,700**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

COVID FISCAL RECOVERY FUND:

REVENUES & BEG. CASH:	
Federal Grants	0
State Grants	5,407,600
Transfers	111,568
Interest Earnings	0
Total Revenues	5,519,168
Beginning Cash and Investment Balance	5,407,600
TOTAL FROM ALL SOURCES	**$10,926,768**
EXPENDITURES & ENDING CASH:	
Supplies	
Other services & Charges	0
Capital Outlays	10,500,474
Transfers Out	426,294
Total Expenditures	$10,926,768
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$10,926,768**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	$3,301,699
Miscellaneous	$5,000
Transfers In	288,000
Total From All Sources Other Than taxation	3,594,699
Beginning Cash and Investment Balance	(429,014)
TOTAL FROM ALL SOURCES	**$3,165,685**

EXPENDITURES & ENDING CASH:

Personnel	308,200
Supplies & Expenses	8,250
Other services & Charges	897,260
Capital Outlays	1,669,300
Transfers	0
Total Expenditures	$2,883,010
Cash balance at End of Year	282,675
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$3,165,685**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

SPECIAL SALES TAX-PARKS/RECREATION/USM IMPROVEMENTS FUND

REVENUES & BEG. CASH:	
Intergovernmental Revenues:	
Federal Grants	0
State Grants	0
State Shared Revenues	3,760,000
Contributions	0
Transfers In	0
Miscellaneous	0
Total Revenues	3,760,000
Beginning Cash and Investment Balance	1,850,020
TOTAL FROM ALL SOURCES	**$5,610,020**
EXPENDITURES & ENDING CASH:	
Bonds Redeemed	1,395,000
Interest on Bonds	80,007
Personal Services	57,850
Other services & Charges	1,990,000
Capital Outlays	1,428,000
Transfers to Other Funds	0
Total Expenditures	$4,950,857
Cash balance at End of Year	659,163
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$5,610,020**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

Public Safety Complex/Recreation Construction Fund:

REVENUES & BEG. CASH:	
Proceeds from Bond Issue	0
Bond Premium	0
Federal Grants	2,470,000
State Grants	0
Transfers	0
Interest Earnings	20,000
Total Revenues	2,490,000
Beginning Cash and Investment Balance	2,794,039
TOTAL FROM ALL SOURCES	**$5,284,039**
EXPENDITURES & ENDING CASH:	
Other services & Charges	0
Capital Outlays	2,000,000
Transfers to Other Funds	0
Total Expenditures	$2,000,000
Cash balance at End of Year	3,284,039
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$5,284,039**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:	
Interest Earnings	964
Proceeds from Revenue Bond Issue	$0
Total Revenues	964
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	**$964**
EXPENDITURES & ENDING CASH:	
Other services & Charges	0
Capital Outlays	0
Transfers Out	964
Total Expenditures	$964
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$964**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

2019 FIRE STATION CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	$60,000
Federal Grants	$2,096,414
Grant Revenues - State of MS	0
Transfers In	0
Note Proceeds	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	2,156,414
Beginning Cash and Investment Balance	3,709,710
TOTAL FROM ALL SOURCES	**$5,866,124**

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	5,656,414
Transfers Out	0
Total Expenditures	**$5,656,414**
Cash balance at End of Year	209,710
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$5,866,124**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

INFRASTRUCTURE IMPROVEMENTS - INTERNET SALES TAX FUND:

REVENUES & BEG. CASH:

Intergovernmental Revenue	$5,900,000
Transfers In	0
Miscellaneous	65,000
Non-Revenue Receipts	
Total Revenues	5,965,000
Beginning Cash and Investment Balance	3,913,669
TOTAL FROM ALL SOURCES	**$9,878,669**

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	9,000,000
Total Expenditures	$9,000,000
Cash Balance at End of Year	878,669
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$9,878,669**

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2026

WATER METER PROJECT FUND:

REVENUES & BEG. CASH:

Bond Proceeds	$0
Transfers In	0
Miscellaneous	500
Non-Revenue Receipts	
Total Revenues	500
Beginning Cash and Investment Balance	140,623
TOTAL FROM ALL SOURCES	**$141,123**

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Transfers Out	0
Capital Outlays	50,000
Total Expenditures	$50,000
Cash Balance at End of Year	91,123
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$141,123**

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Adopt a Resolution authorizing the submission of a grant application to the Mississippi Main Street Revitalization Grant Program administered by the Mississippi Development Authority and authorize the Mayor to execute any and all necessary forms and documents for the same.**
File Number: 2026-761
Minute Book #

Summary
FY26 MS Main Street Revitalization Grant Application

Recommendation Statement
I recommend adopting a Resolution authorizing the submission of a grant application to the Mississippi Main Street Revitalization Grant Program administered by the Mississippi Development Authority and authorize the Mayor to execute any and all necessary forms and documents for the same.

Please place this on the September 8, 2026 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, recognizes that the continued revitalization of Downtown Hattiesburg is a priority concern; and

WHEREAS, the City of Hattiesburg, Mississippi, desires to submit a grant application for the Mississippi Main Street Revitalization Grant Program administered by the Mississippi Development Authority; and

WHEREAS, the City of Hattiesburg is aware that there is an 80/20 match requirement for this grant program with a requested award amount of $500,000 and commits to providing a local match of $150,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hattiesburg be authorized to apply for and accept grant funding, and that he be authorized to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

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

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of September, 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2026.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

STATE OF MISSISSIPPI

MISSISSIPPI MAIN STREET REVITALIZATION GRANT PROGRAM

GUIDELINES

COMMUNITY INCENTIVES DIVISION
MISSISSIPPI DEVELOPMENT AUTHORITY

501 North West Street ● Post Office Box 849 ● Jackson, Mississippi 39205-0849
Telephone (601) 359-3179

MISSISSIPPI MAIN STREET REVITALIZATION GRANT PROGRAM

Program Purpose

The Mississippi Main Street Revitalization Grant Program ("MMSRGP"), administered by the Mississippi Development Authority ("MDA"), is designed for making grants to Eligible Recipients for projects leading to the revitalization of Mississippi's downtowns or communities.

The Mississippi Main Street Grant Program Act ("Act"), found at Miss. Code Ann. §57-78-1, *et seq*. (As Amended), provides specifically who are "Eligible Recipients" and sets forth the criteria to judge potential projects and denotes what costs will be covered using grant funds.

MDA accepts applications from Eligible Recipients, reviews them for eligibility, submits them to a scoring committee, and prioritizes them for submission to the Mississippi Legislature. The Legislature then reviews the recommendations and makes final determinations on which projects will be awarded funds, if any, as well as providing those funds through an appropriation bill.

These Guidelines give Eligible Recipients a framework to understand the operations of MMSRGP, provide context to the legal and regulatory requirements, and attempt to create uniformity and consistency in program implementation.

ELIGIBILITY REQUIREMENTS

Eligible Applicants

MMSRGP is open to "Eligible Recipients" who meet the following definitions:

- A "Main Street Designated Community" which is (1) a Mississippi municipality that has achieved and maintained this designation with the Mississippi Main Street Association ("MMSA") or (2) a local Main Street Program that has achieved this designation with MMSA and is a good standing member of MMSA and has obtained federal tax-exempt status under either Section 501(c)(3), 501(c)(4), or 501(c)(6) of the Internal Revenue Code;
- A "Main Street Network Community" which is a Mississippi municipality that has achieved and maintained this designation with MMSA;
- A "Main Street Associate Community" which is a Mississippi municipality that has achieved and maintained this status with MMSA;
- An incorporated Mississippi city;
- A Mississippi county; or
- A "Business Improvement District" established under the Mississippi Business Improvement District Act.

All applicants must demonstrate eligibility at the time of application and may be required to submit documentation verifying their legal status, organizational standing, and compliance with applicable state and federal laws.

Eligible Projects

As denoted in the Act, the purpose of MMSRGP is to provide funding for projects leading to the revitalization of Mississippi's downtowns or communities. Therefore, eligible projects must be directly tied to such revitalization and include those that involve the acquisition and improvement of property, the preservation and rehabilitation of historic downtown buildings and sites, and other initiatives that stimulate economic development and strengthen the vitality of historic downtown areas.

Grant Amounts

Grants cannot exceed Five Hundred Thousand Dollars ($500,000.00) per Eligible Recipient per year. All grant awards are determined by the Mississippi Legislature.

Local Match Requirements

The Act mandates that MMSRGP may not be used to finance 100% of the project cost. Eligible Recipients are required to provide a local cash match based on the population of the municipality in which the project is located. Local matching funds must be secured as of the time of application which must be demonstrated through a bank statement or equivalent financial statement. If this local match requirement is not met at the time of application, the application will be deemed ineligible for MMSRGP funding.

Eligible Recipients with a population of over ten thousand (10,000) will be required to have a local cash match of twenty percent (20%) of the grant amount requested and awarded. Eligible Recipients with a population of less than ten thousand (10,000), will be required to have a local cash match of ten percent (10%) for the first One Hundred Thousand Dollars ($100,000.00) requested, then will be required to have a local cash match of twenty percent (20%) for any amount over One Hundred Thousand Dollars ($100,000.00) in grant funds requested and awarded.

Matching funds must be expended at a proportionate rate with grant funds and recorded on the Request for Cash.

APPLICATION AND AWARD

Application Process

To be considered for funding by MDA, Eligible Recipients must submit an application via a web portal, which will be opened on a date certain as determined and set by MDA with written notification posted on the MDA website and provided to interested parties through the best efforts available to MDA. The web portal will be open for thirty (30) calendar days, after which it will be closed, and no further applications will be accepted. No applications will be accepted outside the web portal (in other words, no applications will be accepted through the mail or hand delivery).

Eligible Recipients must demonstrate in the application that the proposed project addresses MMSRGP evaluation criteria upon which it will be scored. These specifically include:

- A demonstration of the local financial need – that the local entity does not have sufficient funding or resources to fund the proposed project and that the MMSRGP funding is critical to undertaking the proposed project.
- A demonstration of the project's anticipated high local impact on the downtown community and its economy, such as new businesses which will locate to the area, new jobs created from the project, and new tax revenue for the community.
- A demonstration of the significant public benefit of the project and the local support for the project from governmental and community leaders, local businesses, local organizations, chambers of commerce, civic groups, and others within the community.
- The identification of historic structures or areas being addressed by the project or within the project area and/or any planning or undertaking that demonstrates a "best practice" in historic preservation as endorsed by the Mississippi Department of Archives and History ("MDAH"), the National Trust for Historic Preservation, the Mississippi Heritage Trust, the American Institute of Architects, a local historic preservation commission, or another such entity recognized by MDAH.
- A demonstration of the administrative and implementation capacity of the Eligible Recipient necessary to successfully complete the project, including the identification of any certified grant administrator attached to the project and/or other personnel of the Eligible Recipient with at least five (5) years of grant management experience, the documentation of successful grant administration of previous state or federal grants without monitoring or audit findings, and maintaining the policies and procedures necessary to administer grant funds effectively.
- An outline of the geographic size and specific location of the project and an outline of the area which will be impacted by the project.
- The documentation of a project timeline with a two (2) year completion deadline and with clearly established milestones and projected expenditures for those milestones.

The Eligible Recipient should submit at the time of application any additional information which would support the funding request.

Furthermore, the Eligible Recipient should provide documentation supporting each of the criteria with the application, including, but not limited to: a detailed budget, a detailed cost estimate, project maps, project renderings, the downtown master plan, financial statements and records, bank statements, economic impact studies, urban/community studies, cost/benefit analysis, projected business revenue, projected tax revenue, job creation projections, the Historic Preservation Easement, property acquisition records, support letters, records of public hearings, and grant policies and procedures.

The Act requires that MMSRGP may not be used to finance 100% of the project, and the Eligible Recipient must provide a local cash match based on the population of the community. This match must be specifically set forth in the application along with an assurance that it has been secured. Failure to do so will render the application ineligible. In addition, the Eligible Recipient must demonstrate within the application that it has sufficient funding to complete the project if costs are estimated to exceed the MMSRGP grant and match funds.

A copy of the MMSRGP Application is attached hereto and incorporated herein as Exhibit "A." A copy of the Budget Sheet is attached hereto and incorporated herein as Exhibit "B."

It should be noted that MDA will not accept any information or documentation after the application deadline has passed.

Application Review

MDA will review all applications to determine eligibility, including specifically that the applicant is an Eligible Recipient, that the project meets the MMSRGP purpose, and that the required local cash match has been secured. Following this review, the application will be submitted to a scoring committee consisting of one representative of MDA, one representative of MDAH, and one representative of MMSA. The applications will be scored along the following lines:

Scoring Criteria	Point Range	Total Points
Demonstration of Financial Need	1-5	5
Demonstration of High Local Impact	1-5	5
Demonstration of High Public Benefit	1-5	5
Demonstration of Historic Preservation	1-5	5
Demonstration of Administrative Capacity	1-5	5
Project Location and Geographic Impact	1-5	5
Established Timeline/Milestones/Completion Deadline	1-5	5
All Criteria Addressed (Application Completeness)	5	5
All Documentation Submitted	5	5
Funding Secured Beyond Match	5	5
Total Possible Points		50

Following the scoring process, MDA will prioritize the applications based upon the scores and then submit this prioritized list of eligible applications to the Mississippi Legislature no later than December 1 of each year. The Legislature will determine which projects, if any, will be awarded MMSRGP funds and will make funds available through an appropriation bill.

IMPLEMENTATION PROCESS

Grant Agreement

Following the effective date of any Legislative MMSRGP appropriation, MDA will send an awarded Eligible Recipient a grant agreement. This must be executed first by Eligible Recipient, then returned to MDA for execution. The grant agreement will set forth the specifics of the project as scoped out in the application, the budget for the project, and all terms and conditions.

The Eligible Recipient may request that the grant agreement be amended or modified by submitting a written request to MDA, providing the specific amendment or modification being sought, the written justification for it, and supporting documentation. This written request must be signed by the authorized representative of the Eligible Recipient. MDA will consider this request and provide a written decision on the same. If granted, MDA will send an amended or modified grant agreement to the Eligible Recipient for execution. It should be noted that no amendment or modification will be considered effective until fully executed by the parties, and no actions in furtherance of the amendment or modification shall be taken until fully executed. Any costs associated with activities related to the amendment or modification taken before full execution of the amended or modified grant agreement will not be reimbursed by MDA from grant funds. Furthermore, such pre-execution actions may be considered a violation of the grant agreement and may result in the termination of the grant agreement.

Furthermore, the parties may enter into budget amendments or modifications following the process outlined above. Said budget amendments or modifications must be within the project scope of work.

Disbursement of Funds

Any expenses incurred by Eligible Recipients prior to execution of the grant agreement will not be reimbursed by MDA from grant funds, except for those expenses specifically allowed by the Act. Furthermore, construction activities may not begin prior to the execution of the agreement. All funds awarded must be spent on improvements within the scope of the original project description as stated in the grant application. All project activities must be completed within two (2) years of the execution of the agreement.

Per the Act, MDA provides MMSRGP program funds on a reimbursement basis for approved eligible costs incurred for the project. The Eligible Recipient will make a request for cost/expense reimbursement through a Request for Cash ("RFC") form in a Smartsheet format, which allows the submission to be done online and in the most expeditious manner possible. The RFC will collect the necessary information about the costs/expenses being sought for reimbursement, along with the amount of funds expended and remaining within the budget. The costs reported must be equal to the amount requested and disbursed including any matching funds. It should be noted that match funds must be expended at a proportionate rate with the grant funds. The RFC must be signed electronically by the authorized representative of the Eligible Recipient for the request to be processed. Supporting documentation must also be uploaded to the Smartsheet and submitted with the RFC. This documentation includes, but is not limited to, invoices, expense statements, and payment receipts. It should be noted that construction expenses must have an itemized invoice approved by the engineer. Finally, if there

are costs/expenses overlapping the state's fiscal year of July 1st to June 30th, these must be separated into two (2) separate RFCs.

When the first RFC is submitted, the Eligible Recipient will submit an Authorized Signatory Letter on the letterhead of the Eligible Recipient. This will specifically provide the name of the authorized signatory or signatories for the project, along with that individual's physical address, email address, and telephone number. If there is ever a change in the authorized signatory, a new Authorized Signatory Letter must be submitted to MDA.

All RFCs submitted must be accurately completed or the request cannot be processed and will be returned to the Eligible Recipient. MDA will not correct errors in the RFCs. Thus, inaccurate or erroneous RFCs significantly delay the reimbursement process. Once an RFC is reviewed by MDA, it is entered in the Mississippi Accountability System for Government Information and Collaboration ("MAGIC"), maintained and utilized by the Mississippi Department of Finance and Administration ("DFA"). Per established state law and regulations, the state has forty-five (45) days to process RFCs. If the Eligible Recipient has not received reimbursement after this time, a written notification should be given to MDA.

Should it be shown that an RFC contains inaccurate, false, or misleading information and/or documentation, MDA will immediately seek reimbursement from the Eligible Recipient for reimbursements made. Such inaccurate, false, or misleading information and/or documentation may also result in the immediate termination of the grant agreement.

Eligible Acquisition Costs

MMSRGP funds may be used for prospective property purchases or for property acquisitions which have already closed as of the time of grant award by the Legislature. In the latter case, the Eligible Recipient shall demonstrate that: (1) the closing occurred no more than twelve (12) months prior to the date of application for the grant, demonstrated by providing at the time of application all closing documents related to the acquisition; and (2) the subject property purchase was made to help preserve and revitalize the location and economy of a historic downtown community, demonstrated by the submission of the documentation required with the application.

These acquisition costs will be submitted through the RFC process outlined above.

File Maintenance

Critical to the successful administration of the MMSRGP project is the creation and maintenance of an efficient filing system. Furthermore, a successful monitoring experience hinges on the quality with which an Eligible Recipient maintains its filing system and the ease with which information can be obtained.

When establishing a file system, the Eligible Recipient should consider using two general categories: "grant files" and "project files." The "grant files" should contain documentation and information that relate to the overall funding and administration of the project, especially regarding how the project fulfills the general grant requirements of furthering the revitalization of the downtown area and the community and the MMSRGP criteria as identified in the application. The "project files" should contain specific documentation and information pertaining to materialization of the MMSRGP project itself (such as design and construction of the project).

All files should be maintained for a minimum of five (5) years from grant closeout or whatever period may be required by the law, whichever is greater.

Reporting

Eligible Recipients are required to submit detailed quarterly financial reports and provide progress reports demonstrating how project objectives and performance goals are being met. These quarterly reports are due by April 15th, July 15th, October 15th, and January 15th. MDA will create an annual report to the Legislature on the status of all MMSRGP projects, which will be delivered to that body along with the recommendations on December 1st of each year. This Legislative Report will include the name of the Eligible Recipient, the project, the amount of funds awarded, the amount of funds expended, and all other measures and metrics provided through the quarterly reports.

It should be noted that MMSRGP grants will be subject to the reporting requirements of the "Mississippi Grant and Subgrant Administration Transparency and Accountability of Non-Governmental Organizations Act of 2026," which is effective on January 1, 2027. Reporting under this law will be outlined further by MDA through rules adopted by it or such other agency with authority to create rules for this law.

Additionally, the Eligible Recipients are subject to audit requirements.

GENERAL LEGAL REQUIREMENTS

Mississippi Historic Preservation Laws

Projects involving historic property, as determined by MDAH, must be subject to a preservation easement that places reasonable restrictions on the property's use and development. MDAH will serve as the easement holder for eligible historic downtown properties, with a minimum easement term of 10 years for grants ranging from $1 to $250,000 and 15 years for grants ranging from $250,001 to $500,000. If an easement holder other than MDAH is proposed, the easement must be reviewed and approved by MDAH, and the holder must demonstrate to the Mississippi Department of Finance and Administration the capacity and expertise to administer and enforce the easement. All applicable project plans and specifications must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Eligible Recipient is responsible for recording the easement in the county land records, submitting a notarized copy of the recorded easement to MDAH, and paying all associated recording fees.

A copy of the Historic Preservation Easement is attached hereto and incorporated herein as Exhibit "C."

Properties determined by MDAH to be non-historic are exempt from the easement requirement.

During the easement term, historic properties must be adequately maintained. If MDAH determines that a property has been abandoned or inadequately maintained, it will notify MDA. After consultation with MDAH, MDA may pursue legal action against the Eligible Recipient, including, but not limited to, partial or full repayment of MMSRGP funds from the Eligible Recipient.

Procurement

Eligible Recipients and any benefiting party of the grant funds must adhere to and follow Mississippi state procurement laws, as found in Chapter 7 of Title 31 of the Mississippi Code and those regulations, procedures, and guidelines adopted by the Mississippi Department of Finance and Administration.

Mississippi Employment Protection Act

Eligible Recipients must ensure that it and its contractors, subcontractors, and subrecipients are in compliance with the "Mississippi Employment Protection Act" through registration and participation in the "E-Verify System," the federal employment status verification system for all newly hired employees. The Eligible Recipient will maintain all documentation showing compliance with this requirement and provide such upon request. Through this process, the Eligible Recipient will ensure that any person assigned to perform project services meets the employment eligibility requirements of all federal and state immigration laws.

Minority and Women Owned Business Enterprises

MDA encourages the maximum use of minority-owned and women-owned business enterprises in the procurement of goods and services. In this regard, MDA's Small and Minority Business Division and Mississippi APEX Accelerator can provide technical assistance.

Financial and Audit Requirements

MMSRGP funds are subject to all state laws, regulations, policies, procedures, and guidelines with relation to the implementation and financing of state projects, and such projects are subject to monitoring and audits by MDA, the Mississippi State Auditor, and other authorized state authorities.

For this reason, MDA will conduct periodic monitoring of MMSRGP projects to ensure compliance with all laws, regulations, grant terms, performance metrics, and other applicable project goals and measures. For periodic monitoring, MDA will provide the Eligible Recipient with written notice at least seven (7) days in advance of said monitoring. For cases requiring special monitoring (those involving asserted cases of waste, fraud, or abuse of state funds), MDA will conduct the monitoring or auditing without notice. Eligible Recipients must fully cooperate with monitoring and auditing of the project, including, but not limited to, providing access to all books, records, documents, and information associated with the project, whether in written or electronic form, whether held by the Eligible Recipient or by any entity in relationship to it (such as grant administrators, benefiting businesses, banks, or other such individuals or organizations).

Eligible Recipients must submit to MDA all audit reports and financial statements conducted by any entity during the term of the grant agreement.

CLOSE-OUT OF THE GRANT

Close-out Process

The close-out process is essential to ensure that all MMSRGP funds have been properly spent and that the project has been completed.

First, MDA will conduct a final monitoring and audit to ensure completion of the project within the scope of the grant agreement, within the established budget, and in compliance with all laws, regulations, grant terms, performance metrics, and other applicable project goals and measures.

When MDA issues the final monitoring report, a close-out package will also be sent to the Eligible Recipient. The package will include the following specific conditions to be reviewed and checked off by the Eligible Recipient:

1. All project costs have been paid and there are no outstanding project invoices;
2. All MMSRGP funds are fully accounted for and used for the project;
3. All match funds are fully accounted for and used for the project;
4. All other funds are accounted for and used for the project;
5. All performance metrics have been achieved and documented;
6. All final permits or licenses for the project have been secured; and
7. There are no outstanding findings from monitorings, audits, or other reviews.

The close-out package must be fully executed by the Eligible Recipient and returned to MDA within thirty (30) days after issuance of the close-out monitoring report, along with an executed Certificate of Completion. It should be noted that incorrect and/or incomplete close-out packages will be returned for corrections and will significantly delay the closing of the grant.

ADDITIONAL GUIDELINES

MDA may, at its discretion, issue waivers of any rule or regulation implemented concerning MMSRGP to the extent that such a waiver will promote the public purpose of the Act and is not prohibited by any law. An Eligible Recipient may request such a waiver in writing and must provide in the written request the basis for it, the nature and scope of the waiver being sought, how such a waiver furthers the public purpose of the Act, and all other supporting information and documentation. MDA will consider this written request, consult with both MDAH and MMSA, and issue a written decision on the request. If granted, the waiver is only applicable to the Eligible Recipient seeking it and only for the specific MMSRGP project subject of the waiver. The waiver has no precedential standing and cannot be used by any other Eligible Recipient or for any other MMSRGP project, including other projects from the same Eligible Recipient.

It must be noted that MDA cannot waive any statutory requirement.

MDA welcomes requests from Eligible Recipients for technical assistance and guidance. Please contact the MMSRGP Program Manager for such assistance or send an email to CIDProcessing@mississippi.org.

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Adopt a Resolution authorizing the submission of a grant application to the Mississippi Outdoor Stewardship Trust Fund and authorize the Mayor to execute any and all necessary forms and documents for the same.**
File Number: 2026-754
Minute Book #

Summary
FY26 Mississippi Outdoor Stewardship Trust Fund Grant Application

Recommendation Statement
I recommend adopting a Resolution authorizing the submission of a grant application to the Mississippi Outdoor Stewardship Trust Fund and authorize the Mayor to execute any and all necessary forms and documents for the same.

Please place this on the September 8, 2026 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, recognizes that community development, conservation education, and enhanced outdoor recreation is a priority concern; and

WHEREAS, the City of Hattiesburg, Mississippi, desires to submit a grant application to the Mississippi Outdoor Stewardship Trust Fund to support public recreation and provide access to public waters; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hattiesburg be authorized to apply for and accept grant funding, and that he be authorized to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

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

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 8th day of September, 2026.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2026.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Adopt a Resolution rescinding Resolution 2024-77 concerning the assessment of cleanup costs associated with 719 Atlanta Street.**
File Number: 2026-768
Minute Book #

Summary
Adopt a Resolution rescinding Resolution 2024-77 concerning the assessment of cleanup costs associated with 719 Atlanta Street.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

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

RESOLUTION

ORDER RESCINDING RESOLUTION 2024-77

INDEXING INSTRUCTIONS: The property described in this instrument is South half (½) of Lot 10 Block 7 of the Yellow Pine Park Subdivision in the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, on July 2, 2024, the Mayor and Council of the City of Hattiesburg adopted that certain 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, 719 Atlanta Street (hereinafter "Resolution 2024-77");

WHEREAS, said Resolution 2024-77 misidentified the Parcel Number, PPIN, and legal description of the real property on which cleanup costs had been expended;

WHEREAS, the real property on which cleanup costs had actually been expended (Parcel No. 2-029G-03-132.00, PPIN 25651) was owned by the State of Mississippi at the time of cleanup and as of the date of said Resolution and was accordingly ineligible for assessment pursuant to Section 21-19-11 of the Mississippi Code of 1972; and,

WHEREAS, the Council now desires to rescind said Resolution 2024-77 and release the assessment lien recorded with the Chancery Clerk's Office of Forrest County, Mississippi. pursuant thereto. **NOW, THEREFORE, BE IT ORDERED** by the Mayor and Council of Hattiesburg, Mississippi,

Section 1. That their July 2, 2024, 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, 719 Atlanta Street, is hereby rescinded.

Section 2. The City Clerk is authorized and directed to certify and record this Order in the Office of the Chancery Clerk of Forrest County, Mississippi, so that it may be indexed with and serve as notification of the rescission of Resolution No. 2024-77.

Section 3. Public interest and necessity requiring same, this Order shall become effective immediately from and after its passage.

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

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

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the Order adopted, this the 8th day of **September 2026.**

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Order having been submitted to and approved by the mayor, this the 8th day of **September 2026**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Memorandum

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

From: **Ann Jones**

cc: **Wiley Quinn, Urban Development Director**

Date: **Tuesday, September 8, 2026**

Re: **Approve Release of Lien documents filed in relation to Code Enforcement clean-up assessments per attached memo, authorize the Mayor to execute and record the same.**
File Number: 2026-755
Minute Book #

Summary
Approval of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.

Recommendation Statement
I recommend the approval of the release of lien documents for the properties on the attached list.

Please place this on the September 8, 2026 City Council meeting for consideration.

MAYOR
Toby Barker

COUNCIL - WARD ONE *Jeffrey George*
COUNCIL - WARD TWO *Eric Boney*
COUNCIL - WARD THREE *LeAnn Vance*
COUNCIL - WARD FOUR *Dave Ware*
COUNCIL - WARD FIVE *Nicholas Brown*

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: September 8th, 2026

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK/PAGE NUMBER WITH THE FORREST/LAMAR COUNTY CHANCERY CLERK OF THE JUDGMENT TO BE RELEASED	NOTE
Perry Miller	700 McKinley Street	21996	Bk:1469, Pg: 78-79	Resolution 2025-67 $494.50 Paid

STATE OF MISSISSIPPI
COUNTY OF FORREST

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	3/4/2025
BOOK:	1469
PAGE:	78-79
BENEFICIARY:	City of Hattiesburg
AMOUNT:	$494.50
NAME:	Perry Miller

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

700 MCKINLEY STREET, PPIN: 21996, PARCEL 2-037D-14-057.00, AND BETTER DESCRIBED AS LOT 13, BLOCK 1 OF THE MCINNIS, MITCHELL, AND LONGRE SUBDIVISION OF THE CITY OF HATTIESBURG, FORREST COUNTY, STATE OF MISSISSIPPI; AS PER MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF SAID COUNTY.

IN WITNESS WHEREOF, this instrument is executed on this the **8th** day of **September, 2026**.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

BY: _____
KERMAS EATON, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the **8th** day of **September, 2026**, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

Memorandum

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

From: **Ronda Kennedy, Clerk of Council**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2026 and authorize the Council President to execute the same.**
File Number: 2026-772
Minute Book #

Summary
Auditing Services for the City of Hattiesburg's financial statements for fiscal year ending September 30, 2026.

Recommendation Statement
I recommend approval of the Letter of Engagement.

Please place this on the September 8, 2026 City Council meeting for consideration.

August 31, 2026

To the City Council
Attention: Mr. Dave Ware, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

Dear Mr. Ware:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of September 30, 2026, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Hattiesburg, Mississippi's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (GAAP) require that supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

HATTIESBURG
2 Southern Pointe Pkwy, Ste 200
Hattiesburg, MS 39401
P 601.264.3519

GULFPORT
2019 23rd Avenue
Gulfport, MS 39501
P 228.864.1779

COLUMBIA
150 Old Highway 98 E
Columbia, MS 39429
P 601.736.3449

HATTIESBURG WEST
10 Plaza Drive
Hattiesburg, MS 39402
P 601.268.3135

BELLEVUE
8 Town Center Square
Hattiesburg, MS 39402
P 601.261.2050

COLUMBIA
4 Bellewood Park, Ste. B.
Columbia, MS 39429
P 601.736.2050

- Management's Discussion and Analysis (MD&A)
- Budgetary Comparison Schedules for the General Fund and any major Special Revenue Funds
- Schedule of the City's Proportionate Share of the Net Pension Liability – PERS and PFDR
- Schedule of City Contributions – PERS and PFDR
- Schedule of Changes in the City's Total OPEB Liability and Related Ratios
- Notes to the Required Supplementary Information

Supplementary information other than RSI will accompany the City of Hattiesburg, Mississippi's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Nonmajor and Fiduciary Combining Fund Statements
- Statement of Department Expenditures – Budgetary Basis – General Fund
- Schedule of Surety Bonds for Municipal Officials
- Full Cost Accounting – Solid Waste Management Services
- Report on Revenues and Expenditures Additional 1% Sales Tax for City Parks and Recreation Projects and Improvements to USM Athletic Facilities – Modified Accrual Basis
- Water and Sewer Budgetary Basis Statements
- Schedule of Expenditures of Federal Awards and related notes

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Letter of Transmittal
- List of Public Officials
- Statistical Information required for the Annual Comprehensive Financial Report presentation

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may

request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS, *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Hattiesburg, Mississippi's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Improper revenue recognition is considered an inherent risk according to GAAS
- Management override of controls is considered an inherent risk according to GAAS

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Hattiesburg, Mississippi's basic financial statements. Our report will be addressed to the Honorable Mayor and Members of the City Council of Hattiesburg, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial

statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance with state laws and regulations upon completion of our audit.

Audit of Major Program Compliance

Our audit of the City of Hattiesburg, Mississippi's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.
The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, *Government Auditing Standards,* and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements

applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;

14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit;
    c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
    d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, as detailed below, we will not assume management responsibilities on behalf of the City of Hattiesburg, Mississippi. However, we will provide advice and recommendations to assist management of the City of Hattiesburg, Mississippi in performing its responsibilities.

- Assist in preparing the financial statements of the City of Hattiesburg, Mississippi in conformity with U.S. GAAP based on information provided by you.
- Assist in the conversion of cash to accrual basis and the recording of GASB conversion entries by making journal entries prepared by management or by making corrective journal entries with management's consent to facilitate financial statement preparation.

The City of Hattiesburg, Mississippi's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the nonattest services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We expect to begin our audit on October 1, 2026, and to issue our reports no later than June 30, 2027.

Paige M. Johnson, CPA, is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising TMH's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket costs (such as work processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed Two Hundred Fifteen Thousand Dollars and No Cents ($215,000.00), plus report reproduction costs for all reports. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our standard hourly rate varies according to the degree of responsibility involved and the experience level of the personal assigned to your audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until you account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of TMH and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Mississippi Office of the State Auditor, federal agencies, regulators, and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of TMH's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.
At the conclusion of our audit engagement, we will communicate to Members of the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

TMH

Paige M. Johnson

****

RESPONSE:

This letter correctly sets forth our understanding.

City of Hattiesburg, Mississippi

Acknowledged and agreed on behalf of the City of Hattiesburg, Mississippi by:

Name: _____

Title: _____

Date: _____

Briscoe, Burke & Grigsby LLP
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

June 18, 2025

To the Partners of Topp McWhorter Harvey, PLLC
and the Peer Review Committee of the Partners in Peer Review

We have reviewed the system of quality control for the accounting and auditing practice of Topp McWhorter Harvey, PLLC (the firm) in effect for the year ended December 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

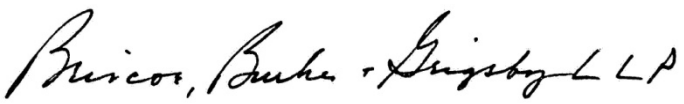
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Topp McWhorter Harvey, PLLC in effect for the year ended December 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies),* or *fail*. Topp McWhorter Harvey, PLLC has received a peer review rating of *pass*.



Certified Public Accountants

Members American Institute of Certified Public Accountants
4120 East 51st Street Suite 100 Tulsa, Oklahoma 74135-3633 (918) 749-8337

Memorandum

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

From: **Wiley Quinn, Urban Development Director, Dequandra Johnson**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, September 8, 2026**

Re: **Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate.**
File Number: 2026-765
Minute Book #

Summary
Approve Contractor and Owner Agreements according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in duplicate.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT

Emergency Repair
Roof Repair Initiative Program

Contractor & Owner Agreement

THIS AGREEMENT, made the 8th day of September, 2026 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Harry & Linda Eaton of 1210 Estelle Street, Hattiesburg, MS 39401, hereinafter called Owner, and Starter Homes of Mississippi with its principal place of business located at 57 Carter Drive, Seminary, Mississippi 39479, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the Work Write-Up and described in the specifications and other Contract Documents prepared for the **1210 Estelle Street** project by the Housing Programs Inspector, said work to be preformed on the structure(s)/property located at **1210 Estelle Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5-day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day the project repair completion exceeds thirty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by the Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Twenty thousand

dollars ($20,000.00), subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provisions of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be no deed restriction attached to the property located at **1210 Estelle Street** as this project is limited to roof repair only. The homeowner understands and agrees that they are solely responsible for the ongoing maintenance and upkeep of the repaired roof and related components. The homeowner further acknowledges that while no acknowledges no affordability period applies to this project, the terms of this contract remain binding and enforceable. Homeowner agrees to occupy the rehabilitated home after repair activities are completed. **Homeowner acknowledges and agrees that this contract shall be binding on his/her/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of the Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 8th day of September, 2026.

Harry Eaton 9/08/26 Linda Eaton 9/8/26

Harry Eaton Date Linda Eaton Date

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: September 8, 2026

Attest: _____
Mara Holmes, Deputy Municipal Clerk

Contractor

By: _____

Date: 9/8/26

Attest: _____

CITY OF HATTIESBURG EMERGENCY REPAIR
GRANT AWARD AGREEMENT- ROOF REPAIR INITIATIVE

General Terms and Conditions

1. ___ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ___ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ___ I understand that I am responsible for the packing and storage of jewelry, family heirlooms, food, cleaning, and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. ___ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. ___ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. ___ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. ___ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg, nor an employee who is responsible for the administration, management, and oversight of the program (Community Development Division Staff).
8. ___ I hereby agree to occupy the home as my primary residence at the time of repairs and understand that there is no required affordability period or deed restriction associated with this assistance.
9. ___ I acknowledge that by accepting this grant, I am ineligible for any future Housing Rehabilitation, Housing Repair, Emergency Repair, or other federally funded housing assistance programs, administered by this division.
10. ___ I hereby agree to maintain homeowner's insurance and, when applicable, flood insurance.
11. ___ I hereby agree to maintain all county and city property taxes as they come due.
12. ___ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement, and I will sign all the necessary paperwork to allow for payment to the contractor.
13. ___ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Harry & Linda Eaton of 1210 Estelle Street,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds, this the 8th day of September, 2026.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Harry & Linda Eaton of 1210 Estelle Street,** is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **1210 Estelle Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, any change orders/discovery repairs, and any approved voluntary temporary relocation assistance. General construction/rehabilitation/repair costs are not to exceed $15,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the $15,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs are subject to program requirements, with no deed restriction or affordability period associated with this project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: September 8, 2026

Attest: _____
Mara Holmes, Deputy Municipal Clerk

GENERAL CONTRACTOR HOUSING REHABILITATION GRANT PROGRAM
WORK AGREEMENT

For Repair Work At: 1210 Estelle Street – Harry & Linda Eaton

1. ERN I propose to furnish all materials and perform all labor necessary to complete the work described in the attached Work Write-Up/Bid Solicitation.
2. ERN I agree that all work will be completed with quality workmanship and materials and I certify that no lead-based paint will be used on this job.
3. ERN I will begin work within ten (10) working days after receiving the ***Notice to Proceed***, and I will complete the job within sixty (60) days of the start date.
4. ERN I will purchase, maintain and furnish evidence of Comprehensive Business Liability Insurance coverage during the life of the contract, in an amount not less than $50,000 in the event of bodily injury, including death and $2,000.00 in the event of property damage arising out of work performed by me.
5. ERN I will obtain all permits and licenses necessary for the completion and execution of the work and labor to be performed.
6. ERN I will perform all work in conformance with the terms shown in Article 8 of the General Conditions, Exhibit J.
7. ERN I certify that I will perform all work in conformance with local codes and in conformance with the City of Hattiesburg's CDBG/HOME Contractors Performance Standards, Exhibit K.
8. ERN I agree that I will not discriminate against any persons employed by my company or any applicant for employment with my company because of age, race, color, religion, sex, handicap, familial status, national origin or because of any political or union affiliation. In accordance with 24 CFR Part 8 as required by Section 504 Regulations, there shall be no discrimination on the basis of of handicap in admission, access to, treatment or employment in federally assisted programs and activities. The City of Hattiesburg Department of Urban Development shall coordinate compliance of this part and is hereby the designee to handle any grievances concerning violations of these regulations.
9. ERN I will clean construction debris from the dwelling and the site to a dumpster or a code-legal dump at least daily, and I will leave the property in a broom-clean condition at the end of each work day. Additionally, for dwellings occupied during construction, I will vacuum all occupied spaces at the end of each work day, and the work areas will either be safe for occupant entry or secured to prohibit access. I will acquire approval from Community Development prior to prohibiting access to any work site, and I will notify the owner.
10. ERN I will furnish the original of all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment to the City of Hattiesburg for forwarding to the Homeowner.
11. ERN I understand that a *Request for Payment* with *Invoice,* and when applicable, the *Lien Waiver* and *Release of Lien Waivers* must be completed and submitted according to the Request for Payment Processing Schedule.
12. ERN I understand that payment may be made by percentage of completion, not to exceed 70% until completion of the work, provided this Agreement shall be fully executed, subject to the provisions of Article 8 of the General Conditions, Exhibit J.
13. ERN I understand that the homeowner can not authorize any other contractor/individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs Program to make repairs to the premises during the duration of this Grant Agreement.
14. ERN I understand that if any contractor/ individual not associated with the City of Hattiesburg CDBG/HOME Rehabilitation or Repairs program performs any repairs to the premises; it is my responsibility to report it immediately to the Housing Program Inspector or the Housing Coordinator may immediately, all the terms of the Grant Agreement may be voided and the grant award to the homeowner forfeited.

This work will be completed for the sum of $20,000.00

ALL WORKMANSHIP IS SUBJECT TO A LIMITED WARRANTY FOR A PERIOD OF ONE (1) YEAR.

Starter Homes of Mississippi — 9/8/26
Starter Homes of Mississippi — Date

CONTRACT ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to approve the payment in the amount specified in said proposal, and according to the terms thereof, on this the 8th of September, 2026.

Harry Eaton — 9/08/26 — Linda Eaton — 9-8-26
Harry Eaton, Signature — Date — Linda Eaton, Signature — Date

City of Hattiesburg – Witness — 9/8/26
City of Hattiesburg – Witness — Date

HOUSING REPAIR/HOUSING REHABILITATION/RECONSTRUCTION PROGRAM
*LIMITED WARRANTY
(Items Not Covered)

A. **Any damage to the extent caused or made worse by any of the following:**

1. Negligence, vandalism, improper maintenance or improper operation by anyone other than the contractor, his or her employees or subcontractors.
2. Changes, alterations or additions made to the home by anyone other than the contractor.
3. Failure by the Homeowner or by anyone to comply with the warranty requirements of manufacturers of appliances, fixtures and items of equipment.
4. Failure by the homeowner to give notice to the Community Development Division of the Department of Urban Development within a reasonable amount of time of the discovered problem. (Three days is considered a reasonable time).
5. Dampness or condensation due to the failure of the Homeowner to maintain adequate ventilation.
6. Normal wear and tear or normal deterioration.

B. Loss or damage by or resulting from accidents, fire, smoke, falling objects, lightning, windstorm, hail, wind-driven water, flood or underground water, which were not reasonably foreseeable and/or other acts of God.

C. Loss or damage caused by rotting of any kind, insect damage, vermin, living organisms, pollution, or toxic substances of any kind.

D. Loss or damage caused by or resulting from abnormal loading on floors by the homeowner that exceeds design loads. (Example: large heavy objects on porches, interior floors and/or attics).

E. Loss or damage that the homeowner has not taken timely action to mitigate and/or minimize, such as leaking drain pipes under sinks and lavatories.

F. Any defect in, caused by, and/or resulting from materials or work supplied by anyone but the contractor or his or her subcontractors.

G. Loss or damage, not otherwise excluded under the Limited Warranty, which does not constitute a defect in the repairs of the home by the contractor or his or her subcontractors.

H. Loss or damage resulting from soil movement.

I. Natural wood imperfections such as swelling or shrinking of wood due to heat, cold and moisture.

J. Any request for warranty performance submitted to the CDBG Division or contractor after an unreasonable delay or after the expiration of the applicable warranty period.

***NOTE:** *Appliances and equipment included in the repairs are not warranted by the Limited Warranty, but may be covered by separate warranties provided by the manufacturer. These are passed on to the homeowner at the time the warranty goes into effect.*

By my signature below, I, Harry Eaton of 1210 Estelle Street, acknowledge that the above Limited Warranty for Housing Repair/Housing Rehabilitation has been explained to me and I understand that this Limited Warranty is for a period of one (1) year from the date of my Final Inspection.

Harry Eaton 9/08/26

Harry Eaton / Date

Sahrah Yerooziel 9/8/26

Housing Coordinator or Designee Signature/Date

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve two-quote purchase to replace roof of Jaycee Park Concession, Press Box and Bleachers at 301 Lurty Avenue and award to Gable Roofing, LLC in the amount of $26,483.20.**
File Number: 2026-749
Minute Book #

Summary
Approve two-quote purchase to replace roof of Jaycee Park Concession, Press Box and Bleachers at 301 Lurty Avenue and award to Gable Roofing, LLC in the amount of $26,483.20.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

WARRANTY - Long-term protection for your premium metal roofing investment.

Item

UP TO 40-YEAR MANUFACTURER WARRANTY
Southern Metal Supply metal roofing materials are available with up to a 40-year manufacturer warranty, subject to the selected color, finish, application, and applicable manufacturer warranty terms and conditions.

GABLE ROOFING WORKMANSHIP WARRANTY
Installation workmanship warranty provided by Gable Roofing, LLC in accordance with the terms and conditions of the roofing agreement.

Estimate subtotal	$25,703.12
Total	$25,703.12

780.00

$ 26,483.20

AUTHORIZATION PAGE

☐ **26-Gauge PBR Panel**	$14,551.06	**Name:** Chris Crenshaw
☐ **Snap-Lock Standing Seam**	$25,703.12	**Address:** 301 Lurty Avenue, Hattiesburg, MS

Estimates valid for 30 days from date of estimate • You may cancel this transaction without any penalty within three (3) business days of the signed contract.

Upgrades

	Description	Line total
☐	**6" SEAMLESS GUTTERS** Install new 6" Seamless Gutters System. Helps protect your foundation and landscaping from roof run-off. Rust-free aluminum construction allows for easy maintenance	$780.00

Customer Comments / Notes

My Product Selections

METAL COLOR - What metal color do you select for your roof?

MEDIA RELEASE - Do you give Gable Roofing, LLC permission to use photos of my property in advertising and/or social media?

Chris Crenshaw:

Date:

A. Definitions

A.1. "Customer" is identified on the first page and by signature on this contract and defined as the entity or individual who has engaged the Contractor to perform the specified work. This party is responsible for providing access to the site, utility connections, timely decisions, and payments as outlined in the contract.

A.2. Contractor is identified on the first page by letterhead and the entity or individual performing the labor and related services as described in the Scope of Work. The Contractor is responsible for completing the work in a professional and timely manner, adhering to safety laws, and meeting quality standards.

A.3. "Change Order" means a description of changes in the Work, and any increase or decrease in the Contract Price and extension or reduction of Contract Time resulting from such changes, that has been signed by Customer and Contractor.

A.4. "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Construction Documents, and also includes other disputes and matters in question between Customer and Contractor arising out of or relating to the Construction Documents.

A.5. "Concealed Conditions" means physical conditions in existence on the Effective Date located beneath the surface of the ground, or concealed or unknown conditions in an existing structure that Contractor could not have discovered by the exercise of reasonable diligence.

A.6. "Excused Delay" means a delay in Contractor's performance under the terms of this Contract due to acts of God, material availability by Customer, strikes, lockouts, labor shortages, labor restrictions by any governmental authority, civil riot, floods, adverse weather conditions, unavoidable casualties, or any cause beyond the control of Contractor, a Subcontractor, or a Supplier of any tier, that could not have been avoided using reasonable diligence. "Excused Delay" does not include delay resulting from negligence, default, or any condition not constituting an Excused Delay.

A.7. "Improvements" means the buildings, structures, landscaping, and other improvements to be constructed on the Property by Contractor according to Construction Documents.

A.8. "Property" means the real property described in Exhibit A.

A.9. "Substantial Completion" or "Substantially Complete" means that the Improvements have reached the stage at which only minor or cosmetic Work remains to be completed.

A.10. "Work" means the labor, coordination, management, equipment, and other resources and services required to construct the Project.

Terms not defined in this Contract or in the other Construction Documents have the meanings ascribed to them by common usage.

B. Construction Documents

B.1. Construction Documents. This Commercial Construction Contract between Customer and Contractor consists of the following Construction Documents:

Scope of Work attached as **Exhibit B**.

C. The Work

C.1. Work. Contractor will furnish all Work necessary to construct the Project as stated in, or reasonably inferable from, the Construction Documents.

C.2. Reporting Discovered Nonconformity. Contractor will report to Customer Rep any errors or omissions detected in the Contract before the Effective Date and will promptly report to Customer Rep any errors or omissions detected after the Effective Date. Adjustments in this Contract Time and Contract Price may be made by Change Order resulting from errors or omissions that were detected and timely reported to Customer Rep.

C.3. Reporting Concealed Conditions. Contractor will promptly notify Customer Rep if Contractor encounters Concealed Conditions. Contractor will provide Customer with an estimate of any additional

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costs and impact to the Construction Schedule resulting from the Concealed Conditions. Contractor and Customer will execute a Change Order for any agreed-on changes to the Work.

D. Contractor Obligations. Contractor agrees to perform its obligations under the Construction Documents, including the following:

D.1. Work. Perform the Work in a good and workmanlike manner, free from defects in labor, and in accordance with the Construction Documents and Applicable Law.

D.2. Cooperation. Cooperate with any contractor or supplier engaged by Customer to perform Work at the Project Site to minimize delay and disruption of the Project.

E. Customer Obligations. Customer agrees to perform its obligations under the Construction Documents, including the following:

E.1. Access. Provide Contractor with timely access to the Project Site.

E.2. Utility Connections. Provide utility connections necessary for the Work to the Property line, unless utility extension is part of the Work.

E.3. Supervision of Customer Rep. Require Customer Rep to respond to submissions, including shop drawings, Draw Requests, and requests for clarification, in a timely manner so as not to cause undue delay to the Project.

E.4. Timely Decisions. Make decisions on Allowances, changes, selections, and other decisions in a timely manner so as not to cause undue delay.

E.5. Timely Payments. Make timely payments of amounts owed to Contractor in accordance with Section J.

E.6. Cooperation. Require third-party contractors and vendors performing Work at the Project Site to cooperate with Contractor and to be liable for damages caused to Contractor's Work.

F. Contract Price

F.1. Determination. The Contract Price is Shown on **Page #.**

F.2. Included in Contract Price. The Contract Price includes all costs of the Work ("Costs of Construction").

G. Contract Time

G.1. Construction Schedule. Contractor may prepare and submit to the Customer Rep for approval a Construction Schedule, detailing how Substantial Completion will be achieved by the Substantial Completion Date. Contractor may periodically revise and resubmit the Construction Schedule to Customer Rep upon change orders, Excused Delays, or other events that cause the critical path the Substantial Completion Date to change.

H. Subcontracts

H.1. Subcontracting. Contractor may subcontract all or any part of the Work.

I. [Intentionally Omitted]

J. Payment

J.1. Down Payment, Progress Draws, and Final Payment. The Contract Price is payable through the Down Payment, Progress Draws, and Final Payment as described in this section. Customer will pay fifty percent (50%) of the Contract Price before commencement of the Work (the "Down Payment").

J.2. Progress Payments. On or before the seventh day after the commencement of Construction (the "Draw Date"), when Work is not completed, Contractor will assemble and present to Customer Rep a Draw Request for payment for conforming Work performed since the previous Draw Date.

J.3. Payment of Undisputed Items. Customer Rep will review the Draw Request and advise Customer whether to pay it in full or in part. Contractor will promptly provide any additional documentation reasonably requested and answer any questions on the Draw Request. Customer Rep will prompt notify Contractor of any disputed items in the Draw Request. Customer will have seven days after the later of (a) the Draw Date or (b) the date that Customer Rep received the Draw Request and required documentation, to pay undisputed items. Undisputed items not paid when due will bear interest until paid at the raid specified in the Mississippi Code 1972, Title 87 Chapter 7.

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J.4. Claims Payment Disputes. Either party may make a Claim in connection with a payment dispute.

J.5. Final Payment. Final payment will be made as follows

a. *Final Draw.* Upon notice from Contractor to Customer that the Work has been completed, Contractor will submit a Final Draw Request. The amount of the final draw ("Final Payment") will be the balance of the Contract Price and change orders after deducting previous payments to Contractor.

J.6. Date of Final Payment. The Final Payment, is due upon Contractor's notice to Customer of completion. A failure to make payment a period in excess of seven days from the due date shall be deemed a material breach of this contract. If payment is not made when due, Contractor may charge Customer interest on the remaining balance at a rate of 5% per month beginning the 7th date past due.

K. Change Orders and Required Changes

K.1. Contract Price and Contract Time. Customer, without invalidating the Contract, may order changes in the Work. All changes must be made by written Change Order, signed by Customer and Contractor, that states the adjustment in the Contract Price and the Contract Time.

L. Claims

L.1. Contractor's Claims. Contractor's Claims for extensions of time or changes to the Contract Price must be submitted to Customer Rep in writing within seven days after the date when the events giving rise to the Claim occurred. Within fourteen days after the submission of such Claim, Contractor will furnish Customer Rep with Contractor's calculations of additional time needed to complete the Work and, if applicable, the anticipated increase to the Costs of Construction and documentation supporting Contractor's Claim. Contractor will furnish additional information in support of such Claims as reasonably required by Customer or Customer Rep. Contractor will proceed with the Work during the pendency of any such Claims.

L.2. Customer Claims. Customer agrees to notify Contractor by email at office@gableroofing.net or by certified mail of any Claim, including Claims for Unexcused Delays and defects in the Work, within five Business Days after Customer becomes aware of the basis for the Claim.

L.3. Mediation. If the dispute is not resolved by the Parties on their own, either party may request mediation of the dispute using a neutral mediator to be agreed on by the parties.

L.4. Litigation. If a resolution is not reached through mediation, either party may pursue litigation.

M. Material Breach

M.1. Customer's Default. Each of the following constitutes a material breach of this Contract by Customer:

a. *Time Defaults.* Failure to timely render of otherwise furnish materials, responses, decisions, or selections according to the Construction Documents.

b. *Payment Defaults.* Failure to comply with Customer's payment obligations under this Contract Payment Schedule.

c. *Substantial Breach.* Substantial breach of any of Customer's obligations under this Contract.

d. *Non-Payment on Other Projects.* Failure to pay outstanding invoices on other projects with Contractor after written notice and a seven-day cure period shall constitute a material breach of this Contract. Contractor may suspend Work until such invoices are paid in full, and any delays resulting from this shall extend the Contract Time accordingly.

M.2. Contractor's Default. Each of the following constitutes a material breach of this Contract by Contractor:

a. *Work Commencement Default.* Failure by Contractor to commend the Work in accordance with the provisions of this Contract.

b. *Work Prosecution Default.* Failure by Contractor to prosecute the Work to completion in a diligent, efficient, timely, workmanlike, skillful, and careful manner and in strict accordance with the provisions of this Contract.

c. *Performance Defaults.* Contractor's persistent failure to perform any of its material obligations under the Contract.

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N. Remedies

N.1. Customer Remedies

a. *Customer Cure.* If Contractor is in default and does not within then Business Days after receipt of Customer's or Customer Rep's written notice to commence and continue diligent, continuous effort to correct the default, Customer may cure such default and withhold payment from Contractor for the reasonable cost and expenses incurred for Customer's cure.

N.2. Contractor Remedies. Contractor will give written notice to Customer or Customer Rep if Customer is in material breach of Customer obligations under the Construction Documents. The notice will state the specific items of Customer default and notify Customer that Customer must cure the items within ten Business Days of receipt of the notice or Contractor may suspend Work until Customer's material breach is cured or corrected. Contractor may terminate the Contract in accordance with N.3. if suspension of the Work by Contractor under this section continues without Customer cure for thirty or more days.

N.3. Termination. If one party defaults and the default is not cured by exercise of the remedies specified in paragraph N.1. or N.2., upon an additional ten Business Days' prior written notice specifically describing the default, and provided the defaulting party has not commenced diligent, good-faith, continuous, and effective action to cure the default within the ten-day period, this Contract may be terminated by an additional written notice from the non-defaulting party to the defaulting party.

a. *Damages to Contractor.* If termination resulted from an act of default of Customer, Customer will pay to Contractor, within thirty days after written notice from Contractor, an amount equal to all amounts due and owing for the Work performed in accordance with the Construction Documents at the time of the termination, plus 10 percent of the remaining Contract Price to compensate Contractor for the lost profit.

b. *Damages to Customer.* If termination is resulted from an act of default of Contractor, Customer may:

i. *Costs to Complete.* Finish the Work as expeditiously as reasonably possible provided the costs for completion and correction of the Work are reasonable and necessary. If requested, Customer will furnish Contractor a statement of costs in correcting and completing the Work, along with reasonable documentation of such costs. If Customer terminates according to this paragraph, no further payments will be due Contractor until final completion is reached. If, at that time, Customer's costs to complete and correct Work exceed the unpaid balance of the Contract Price, Contractor will pay the difference to Customer upon written demand.

N.4. Excused Delay. If it is determined that Contractor has been delayed by an Excused Delay, the time to complete the Work will be extended by one day for each day of an Excused Delay, unless the delay is due to acts of Customer constituting unreasonable interference with Contractor's ability to perform the Work that continues after notice of the interference is given by the Contractor.

O. Customer's Right to Terminate with Notice.

Customer has the right to terminate this Contract by giving Contractor thirty days' prior written notice of termination. Upon such termination, Contractor will be entitled to payment as described in subparagraph N.3.a.

P. Warranties

P.1. Express Warranty. Contractor warrants to Customer that labor, and equipment furnished under the Contract will be new and of high quality and will be free from defects and that all Work will be performed in a good and workmanlike manner and will conform to the Construction Documents. Work will be considered defective if it does not conform to the Construction Documents.

P.2. Guaranty. Contractor agrees, at is own expense, to replace or repair any faulty workmanship within 2 year(s) from the day of Final Completion. Customer must give notice of the defect at office@gableroofing.net within this 2-year period, and Contractor has up to six months to correct the defect.

Q. Safety

Q.1. Compliance with Applicable Laws. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss.

R. Limitation of Liability and Indemnity

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R.1. LIMITATION OF LIABILITY.

By signing this agreement, Customer acknowledges that the Contract Sum paid to Contractor is nominal given the risk of liability associated with performing the Work if liability could not be limited. Customer acknowledges that without the ability to limit liability, the Contractor would be forced to charge Customer much more than the Contract Sum for the Work. Customer acknowledges being given the opportunity to have this agreement reviewed by counsel of his or her own choosing and further acknowledges the opportunity of hiring a different contractor to perform the Work. By signing this agreement, Customer agrees to liability being limited to the amount of the Contract Sum paid by the Customer.

R.2. ***INDEMNITY.*** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "INDEMNITIEES") FROM ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, AND EXPENSES WHATSOEVER, INCLUDING ATTORNEY'S FEES, CONNECTED WITH PERFORMANCE OF THIS CONTRACT OR THE CONSTRUCTION CONTEMPLATED BY OR RELATED TO THIS CONTRACT TO THE EXTENT CAUSED BY THE BREACH OF CONTRACT, NEGLIGENCE, OR OTHER ACT OF OMISSION OF CUSTOMER, ITS OTHER CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, BUT NOT TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE ACT OR OMISSION, INCLUDING NEGLIGENCE, OF AN INDEMNITEE.

S. Mississippi law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Mississippi law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable.

T. Miscellaneous

T.1. Effect of Invalid Provision. Should any clause in this Contract be found invalid by a court of law, the remainder of the Contract shall not be affected thereby, and all other provisions of this Contract shall remain valid and enforceable.

T.2. Entire Agreement; Modification. The Construction Documents contain the entire agreement between the parties for the construction of the Project and cannot be modified except by written Change Order or modification.

T.3. Nonassignment. This Contract shall not be assigned by Contractor without the written consent of Customer. This limitation shall not apply to Contractor's right to retain Subcontractors for the prosecution of portions of the Work in the normal course of its construction business.

T.4. Execution of Other Documents; Further Action. Each party shall, on demand, execute or obtain such other documents or instruments and corrective filings or instruments and use all commercially reasonable efforts to do or cause such other things as may be reasonably necessary or desirable to effect the provisions and purposes of this Contract.

T.5. Fees and Expenses of Actions. If any litigation (an "Action") is commenced, including an Action for declaratory relief, to enforce or interpret the terms of this Contract, or any document or instrument executed in connection with or pursuant to this Contract, or involving any controversy or Claim between or among the parties to this Contract, whether sounding in contract, tort, or statute, whether through arbitration, probate, bankruptcy, receivership, or other judicial or administrative proceeding, the prevailing party in such Action (the "Prevailing Party") shall be entitled to recover reasonable attorney's fees and costs, and other expenses, costs, and necessary disbursements incurred by the Prevailing Party in the investigation, preparation, pursuit, or defense of any claim asserted by any party in such Action in addition to any other relief to which the Prevailing Party may be otherwise entitled, at law or hereunder, in the amount determined by the fact finder(s) or the court.

T.6. Gender and Number. Unless otherwise required by context, the genders shall include each other and the singular shall include the plural and the plural the singular.

T.7. Headings. Headings, tables of contents, captions, titles, and marginal notations are for convenience only and shall not limit or restrict the

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interpretation or construction of the passage(s) to which such headings, tables of contents, captions, titles, and notations may relate.

T.8. Notices. Any notice to be given or to be served on any party hereto, in connection with this instrument, must be in writing and may be given in person or by courier, overnight delivery service, e-mail, or certified or registered mail. Such notice shall be deemed to have been given and received when actually received, in the case of hand delivery, overnight delivery service, or express mail; when a certified or registered letter containing such notice, properly address, with postage prepaid, is deposited in the United States mail and, if given by e-mail, when received by the party to whom it is addressed. Notice shall be given to Customer, Customer Rep, and Contractor at the addresses set forth at the beginning of this Contract. Any party hereto may at any time by giving five days' written notice to the other party hereto designate any other address, phone number, or e-mail address in substitution of the address, phone number, or e-mail address set forth at the beginning of this Contract to which such notice shall be given. Customer Rep must be copied on any notice given to Customer.

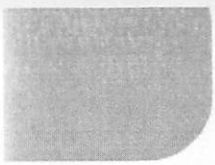
T.9. Schedules, Addenda, Exhibits, and Attachments. Any schedules, addenda, exhibits, and attachments and other documents or items identified as being attached hereto (the "Exhibits") shall be a part of this Contract for all purposes. Exhibits may be changed from time to time as the parties may agree. When Exhibits are changed, they shall be redrafted in accordance with agreed changes, dated as of the effective date of such changes, and signed by the parties. Copies of changed Exhibits shall become a part of this Contract for all purposes. An Exhibit that has been changed shall cease to be a part of this Contract, and the most recently dated Exhibit, signed by all parties, shall govern.

T.10. Third-Party Beneficiaries; None Created. Nothing expressed or implied in this Contract is intended to confer, nor shall anything herein confer, on any person other than the parties hereto and the respective successors or assigns of the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

T.11. Waiver. No waiver of any term of this Contract shall be valid unless it is in writing and signed by both parties. The failure of any party at any time or times require performance of any provision hereof shall in no manner affect the right to enforce the provision. No waiver by any party of any condition contained in this Contract, or of the breach of any term, provision, representation, warranty, or covenant contained in this Contract, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or as a waiver of any other condition or of the breach of any other term, provision, representation, warranty, or covenant.

T.12. Independent Contractor. Contractor occupies the status of an independent contractor, as that term is defined in the construction industry.

I acknowledge that I have read and understand this page. Initials: _____



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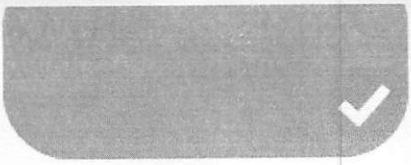

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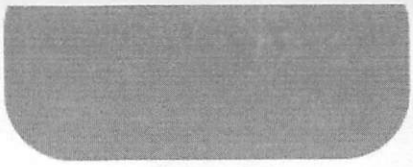

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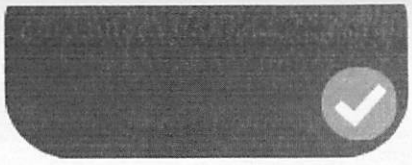

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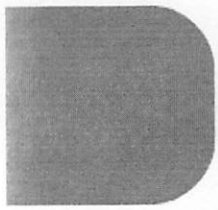

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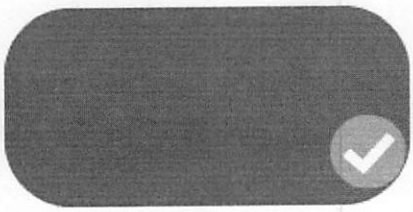

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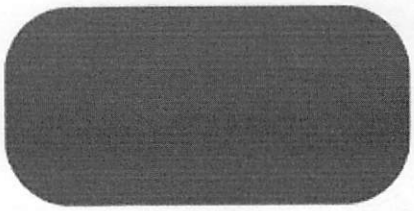

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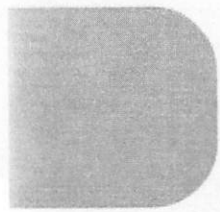

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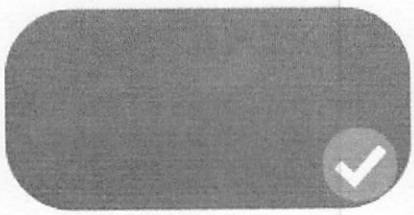

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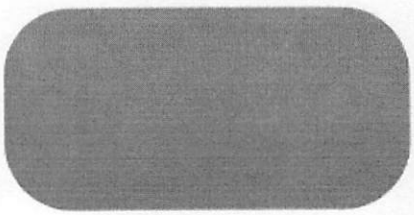

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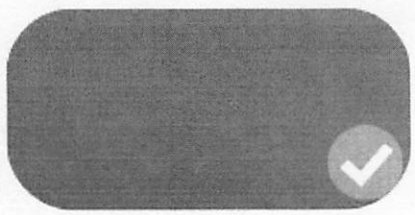

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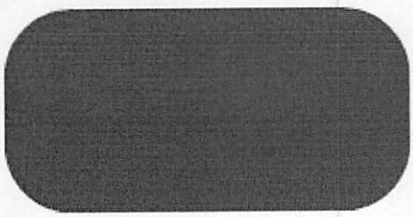

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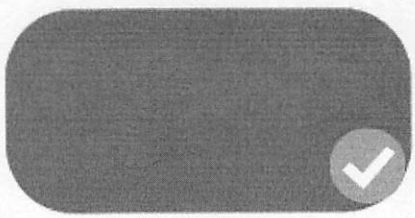

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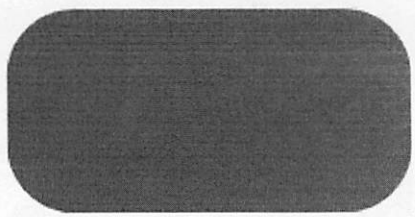

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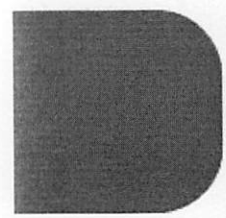

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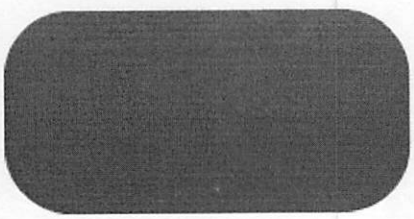

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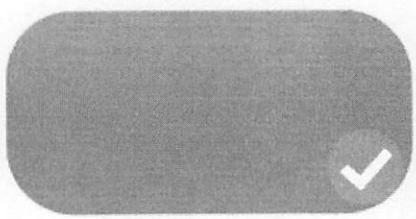

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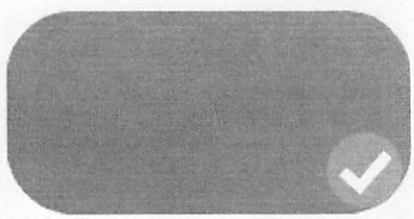

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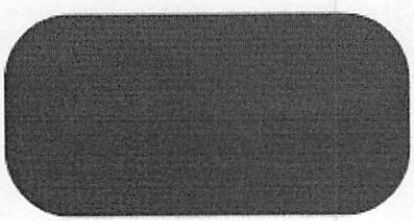

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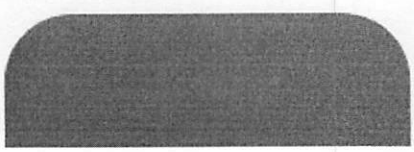
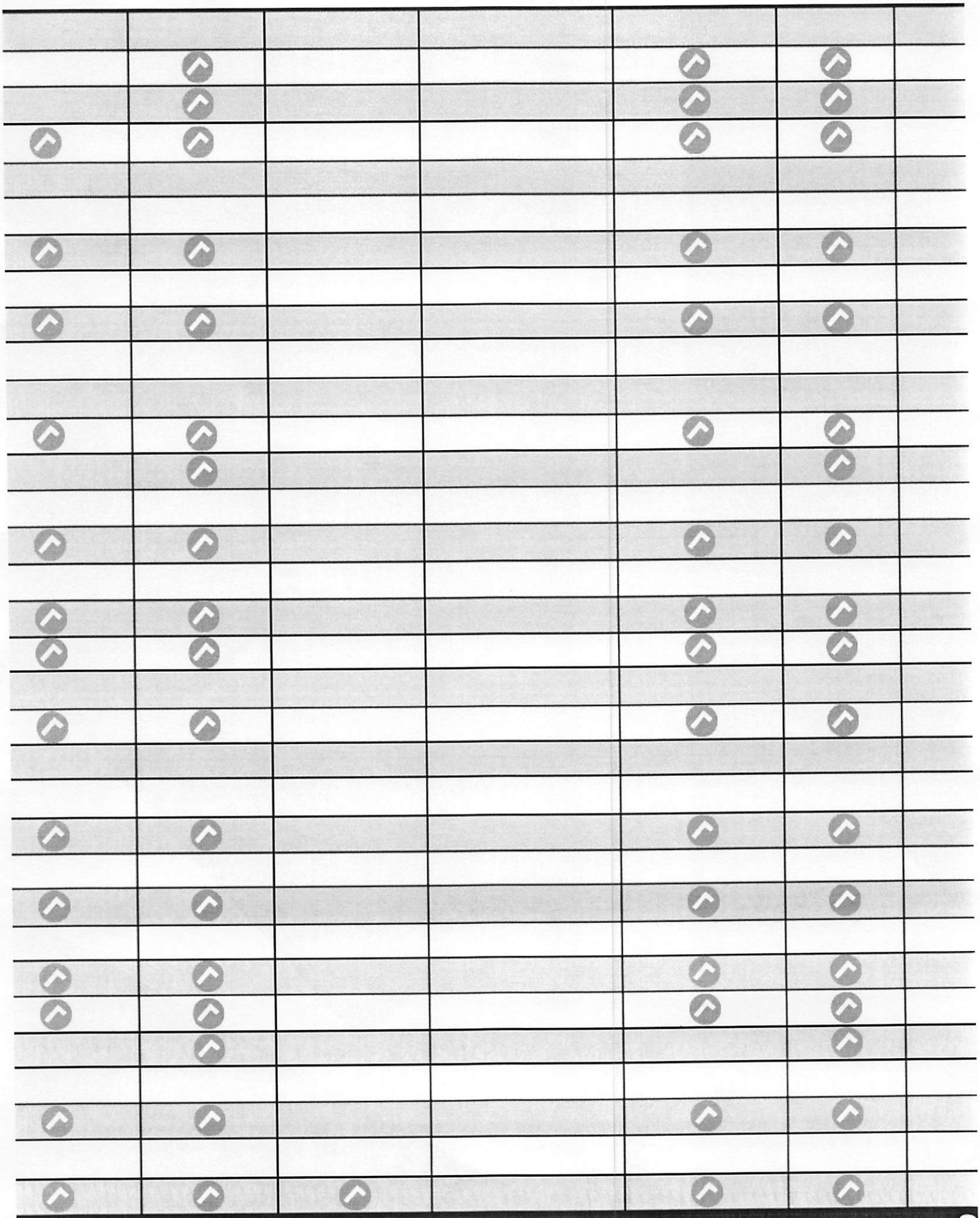




What to Expect on Your Roof Install Day

We're excited to take care of your new roof. Roof replacement is a major improvement to your home, and like any construction project, it comes with a few important things to be aware of ahead of time. This guide is designed to help you prepare and avoid surprises.

Roofing Is Construction

On install day, you can expect noise, vibration, crew members working around your home, and materials being moved on and off the roof. Vibration can sometimes reveal pre-existing drywall cracks, nail pops, or ceiling imperfections that were not visible before. These cosmetic issues are not structural damage.

Yard & Landscaping Awareness

Despite reasonable precautions, roofing work involves heavy materials and falling debris. Grass, landscaping, sprinkler heads, decorative rock, soil, or fencing may be affected. Landscaping and yard restoration are not included unless specifically written into your contract.

Inside Your Home

To help protect your belongings, please remove fragile items from walls and shelves, cover or move valuables stored in the attic, and expect some dust or debris in attic spaces.

Before Install Day – Please Help Us By:

- Moving vehicles out of the driveway
- Securing pets indoors or away from the work area
- Unlocking gates or providing access to fenced areas
- Clearing the yard of personal items near the home

What's Included – And What's Not

Your contract clearly outlines the work being performed. Unless specifically written into your agreement, we do not include interior repairs, painting, landscaping or sprinkler repair, or electrical or satellite work.

Scheduling & Weather

Roofing is weather-dependent. Occasionally, weather or unforeseen site conditions may require schedule adjustments. We'll communicate promptly if changes are needed.

THANK YOU FOR TRUSTING US WITH YOUR HOME. WE APPRECIATE THE OPPORTUNITY TO EARN YOUR BUSINESS AND DELIVER A QUALITY ROOF!

601-909-4004

GABLE
ROOFING

2-YEAR LIMITED

WARRANTY

At Gable Roofing, LLC, we take pride in the quality of our work. Our workmanship warranty guarantees that any defects or issues arising from improper install will be promptly addressed at no additional cost to you. This warranty covers labor and materials associated with the installation of your roof, ensuring your roofing system is installed correctly and will perform as expected.

In the event of roof leakage caused by an installation issue, please notify Gable Roofing, LLC immediately and we will repair the affected area of the roof at no cost. Additionally, if interior damage occurs as a result of the leak, we will make the necessary repairs to the impacted areas within the property.

What's Covered:

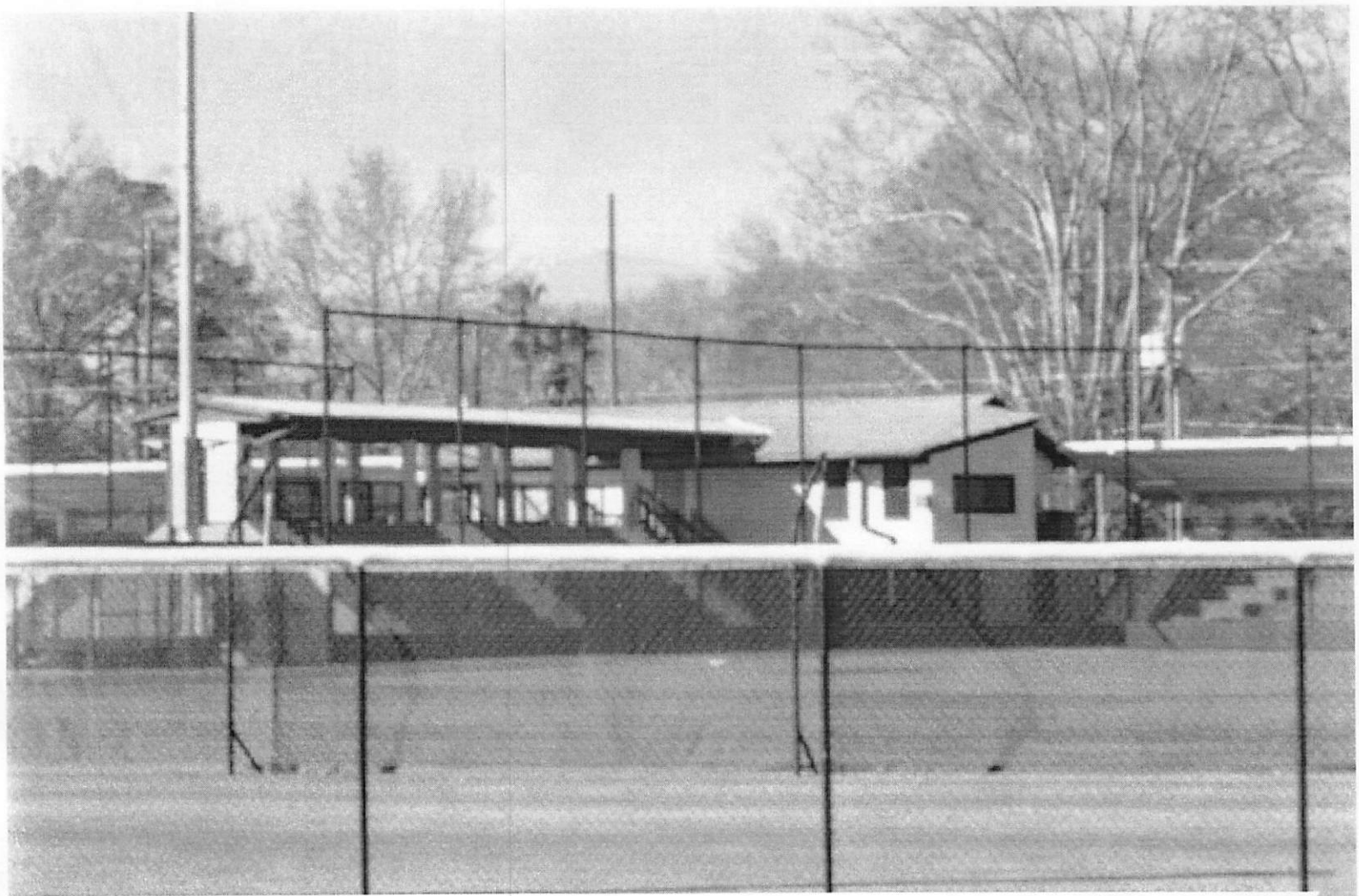
- Defects or failures resulting from improper installation of roofing materials.
- Issues caused by errors in workmanship within two (2) years from the date of installation.

What's Not Covered:

- Damage caused by external factors like severe weather, accidents, or normal wear & tear.
- Material defects (covered instead by manufacturer warranty)
- Homeowner negligence--damage resulting from improper maintenance (it is advised to maintain a clean roof. Do not let pine straw and leaves build up in the valleys. This can cause damage to your roof over time).
- Issues caused by third party contractors or repairs attempted by anyone outside of Gable Roofing, LLC.

GABLE ROOFING

NATIONAL ROOFING CONTRACTORS ASSOCIATION MEMBER



METAL ROOF ESTIMATE

AUG 12, 2026

CHRIS CRENSHAW

301 Lurty Avenue
Hattiesburg, MS
39401

Justin Coulter
justin@gableroofing.net
6015204034

INTRODUCTION

Hi Chris,

Thank you for the opportunity to provide a proposal for this project. Gable Roofing, LLC understands the importance of maintaining public facilities and completing work safely, professionally, and in accordance with the requirements established by the Owner and project documents.

Please find our estimate below for the roofing work associated with this project. Unless otherwise noted within the proposal, our scope includes:

1. **Removal and disposal of existing materials** as required by the project scope.
2. **Furnishing and installation of new roofing materials and components** in accordance with the project plans, specifications, manufacturer requirements, and applicable codes.
3. **Protection of the facility, occupants, and surrounding property** throughout the duration of our work.
4. **Daily housekeeping and final cleanup** of roofing debris, fasteners, packaging, and other materials generated by our operations.
5. **Final inspection of completed work** to verify workmanship and conformance with the contracted scope.

Gable Roofing, LLC is fully licensed and insured to perform the work included in this proposal. Our team is committed to maintaining a safe and orderly jobsite while minimizing disruption to the facility and its normal operations.

Upon completion, we will conduct a final review of the roofing system and work areas to confirm that the contracted scope has been completed to our standards and that the site has been properly cleaned.

We appreciate the opportunity to be considered for this project and look forward to working with Chris. Should you have any questions regarding the scope of work, materials, pricing, or project requirements included in this proposal, please contact me.

Kind regards,
Justin Coulter
justin@gableroofing.net
6015204034

GABLE ROOFING

CAPABILITY STATEMENT

COMPANY OVERVIEW

Gable Roofing LLC provides full roofing systems and repair services for the residential and commercial roofing sectors. Our quality shingle, metal, and membrane roofing systems are realized by utilizing the right people, skills, and technologies to design and install each roofing system to meet the needs of our clients. This protects not only the structure and occupants, but also increases property value.

Gable Roofing LLC
104 Titus Boulevard, Hattiesburg, Mississippi, United States 39402
DUNS NO: 12-823-1307
Federal Tax ID: 92-0776613

CORE COMPETENCIES

- Residential & Commercial Roof Replacement
- Storm Damage Restoration & Insurance Claim Support
- Roof Repair & Maintenance Programs
- Installation of Asphalt Shingle, Metal, Tile and Specialty Systems
- Gutter Systems
- Soft-Wash

PAST PERFORMANCE

- **White Oak Grove Apartments - Baldwyn, MS**
  - Multi-family re-roofs, gutters
- **Midtown Apartments - Corinth, MS**
  - Multi-family re-roofs
- **The Pound Cakery - Hattiesburg, MS**
  - Commercial re-roof

DIFFERENTIATORS

- Haag Certified Inspector
- 20+ years combined roofing experience
- 24/7 emergency response team
- 5-Year Workmanship Warranty
- Net-30 In-House Credit Account
- Licensed, bonded, and insured

NAICS CODES

238160 - Roofing Contractors

CERTIFICATIONS

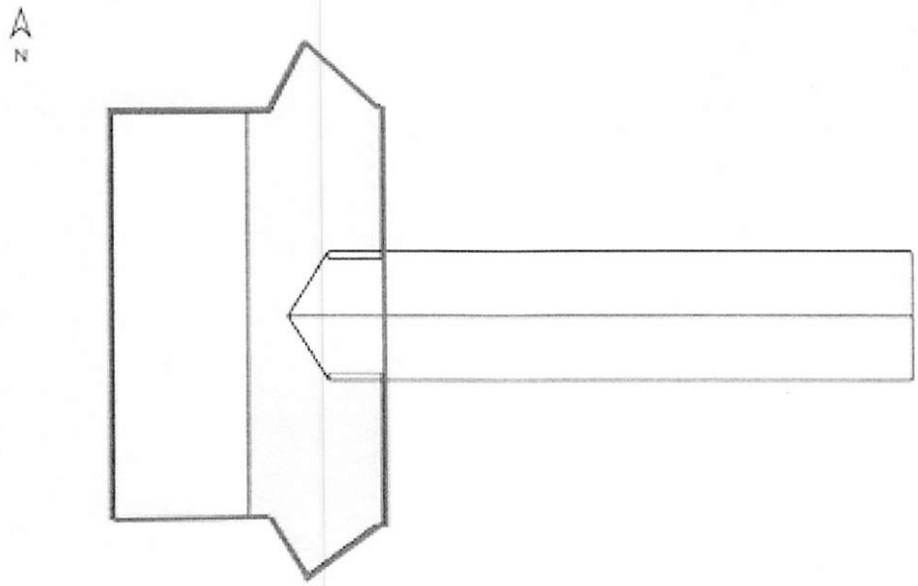
- License #21781 - Mississippi Board of Contractors
- SBA - Woman-Owned Small Business
- NRCA Member
- Hattiesburg Area Development Partnership Member
- Hattiesburg Association of Realtors Member

KEY CLIENTS

- London & Stetelman Commercial Realtors
- CMS Management LLC
- Hall Health and Wellness Solutions
- The Pound Cakery

601 909 4004
office@gableroofing.net
www.gableroofing.net
104 Titus Boulevard, Hattiesburg, MS 39402

INSPECTION



Area outlined in red included in scope of work.

26-GAUGE PBR PANEL

SITE PREPARATION & PROTECTION - We take steps to protect your home and property before work begins.

Item

METAL ROOF PREPARATION (REMOVAL/TEAR OFF)
Carefully remove the existing roofing system down to the roof deck, providing a clean foundation for your new metal roofing system while protecting your landscaping and property throughout the installation.

ROOF DECK & FOUNDATION - Your roof is only as strong as what it's built on.

Item

ROOF DECKING
Inspect the roof deck and re-secure loose decking. Replace damaged or deteriorated wood decking as approved to provide a solid foundation for the new roofing system. Decking is replaced at $75/sheet (up to 5 sheets are included in this estimate)

WATER PROTECTION SYSTEM - This layer helps prevent leaks and moisture intrusion.

Item

SYNTHETIC UNDERLAYMENT
Install synthetic underlayment directly over the roof deck to provide a durable secondary weather barrier beneath your shingles.

ICE & WATER BARRIER
Install self-adhering waterproof membrane in vulnerable areas such as eaves, valleys, and roof penetrations to provide enhanced leak protection.

EDGE & FLASHING PROTECTION - These components help direct water away from your property.

Item

FASCIA
Remove and replace all damaged or rotted fascia where needed.

EAVE TRIM
Install matching metal eave trim along applicable eaves to protect the roof edge and help direct water away from the roof deck, fascia, and structure.

RAKE TRIM
Install matching metal rake trim along applicable gable ends to protect exposed roof edges from wind-driven rain while providing a clean, finished appearance.

VALLEY FLASHING
Install matching metal valley flashing at applicable roof valleys to properly channel water from intersecting roof slopes toward the eaves.

COUNTER FLASHING
Install or replace counter flashing where the roof meets masonry to help prevent water intrusion while providing a clean, finished appearance.

PIPE FLASHINGS
Install manufacturer-approved flashing assemblies around plumbing vents and roof penetrations to maintain watertight seals.

METAL ROOFING SYSTEM - The primary layer that protects and defines your roof's appearance.

Item

26-GAUGE PBR METAL ROOFING PANELS
Install 26-gauge PBR metal roofing panels featuring GR80 AZ50 steel, 36-inch coverage, and panels cut to length for the project. Panels will be installed in the selected available color according to manufacturer specifications to provide a durable, weather-resistant roofing system with a clean, finished appearance.

METAL ROOFING FASTENERS
Install corrosion-resistant metal roofing fasteners with sealing washers according to manufacturer specifications to securely attach the roofing panels while maintaining a weather-resistant seal.

PANEL CLOSURES & SEALANTS
Install appropriate closure strips, butyl tape, and metal roofing sealants at applicable laps, edges, transitions, and terminations to help protect against wind-driven rain and moisture intrusion.

HIP & RIDGE FINISH - Designed to seal the highest points of the roof.

Item

METAL HIP & RIDGE CAP
Install matching metal hip and ridge cap at applicable hips and ridges to protect these critical roof transitions while completing the finished appearance of the metal roofing system.

HIP & RIDGE CLOSURES
Install appropriate closure materials beneath hip and ridge caps to help protect against wind-driven rain, moisture, debris, and pest intrusion.

VENTILATION SYSTEM - Proper ventilation helps regulate attic temperature and moisture.

Item

METAL ROOF RIDGE VENT
Install a metal-roof-compatible continuous ridge ventilation system at applicable roof ridges to promote balanced attic airflow, helping reduce heat buildup and moisture accumulation year-round.

FINAL CLEAN UP & DISPOSAL - We leave your property clean and safe when the job is complete.

Item

CLEAN UP AND DISPOSAL
Remove all roofing debris from the property and perform a thorough magnetic sweep to collect nails and metal fasteners, leaving your property clean and safe.

WARRANTY - Long-term protection for your metal roofing investment.

Item

UP TO 40-YEAR MANUFACTURER WARRANTY
Southern Metal Supply 26-gauge PBR metal roofing is available with up to a 40-year manufacturer warranty, subject to the selected color, coating, application, and applicable warranty terms and conditions.

GABLE ROOFING WORKMANSHIP WARRANTY
Installation workmanship warranty provided by Gable Roofing, LLC in accordance with the terms and conditions of the roofing agreement.

Estimate subtotal	$14,551.06
Total	$14,551.06

SNAP-LOCK STANDING SEAM

SITE PREPARATION & PROTECTION - We take steps to protect your home and property before work begins.

Item

METAL ROOF PREPARATION (REMOVAL/TEAR OFF)
Carefully remove the existing roofing system down to the roof deck, providing a clean foundation for your new metal roofing system while protecting your landscaping and property throughout the installation.

ROOF DECK & FOUNDATION - Your roof is only as strong as what it's built on.

Item

ROOF DECKING
Inspect the roof deck and re-secure loose decking. Replace damaged or deteriorated wood decking as approved to provide a solid foundation for the new roofing system. Decking is replaced at $75/sheet (up to 5 sheets are included in this estimate)

WATER PROTECTION SYSTEM - This layer helps prevent leaks and moisture intrusion.

Item

SYNTHETIC UNDERLAYMENT
Install synthetic underlayment directly over the roof deck to provide a durable secondary weather barrier beneath your shingles.

ICE & WATER BARRIER
Install self-adhering waterproof membrane in vulnerable areas such as eaves, valleys, and roof penetrations to provide enhanced leak protection.

EDGE & FLASHING PROTECTION - These components help direct water away from your home.

Item

FASCIA
Remove and replace all damaged or rotted fascia where needed

EAVE TRIM
Install matching metal eave trim along applicable eaves to protect the roof edge and help direct water away from the roof deck, fascia, and structure.

RAKE TRIM
Install matching metal rake trim along applicable gable ends to protect exposed roof edges from wind-driven rain while providing a clean, finished appearance.

VALLEY FLASHING
Install matching metal valley flashing at applicable roof valleys to properly channel water from intersecting roof slopes toward the eaves.

COUNTER FLASHING
Install or replace counter flashing where the roof meets masonry to help prevent water intrusion while providing a clean, finished appearance.

PIPE FLASHINGS
Install manufacturer-approved flashing assemblies around plumbing vents and roof penetrations to maintain watertight seals.

STANDING SEAM ROOFING SYSTEM - A premium concealed-fastener system designed for lasting protection and a clean architectural appearance.

Item

SOUTHERN METAL SUPPLY 1" SNAP LOCK STANDING SEAM PANELS
Install Southern Metal Supply 1" Snap Lock Standing Seam roofing panels featuring 26-gauge AZ50 50 grade steel and 16-inch coverage. Panels will be installed in the selected available color according to manufacturer specifications to provide a durable, weather-resistant roofing system with a clean architectural appearance.

CONCEALED FASTENING SYSTEM
Secure the standing seam roofing system using concealed fasteners, eliminating exposed fasteners across the primary roof surface. This provides a cleaner finished appearance while minimizing potential leak points and reducing long-term maintenance requirements.

SNAP LOCK PANEL SEAMS
Interlock adjoining panels along the raised 1-inch Snap Lock seams to create clean, continuous roof lines and a durable roofing surface designed to provide superior protection against the elements.

CLOSURES, BUTYL TAPE & SEALANTS
Install manufacturer-compatible closures, butyl tape, and sealants at applicable transitions, flashing details, and terminations to provide additional protection against wind-driven rain and moisture intrusion.

HIP & RIDGE FINISH - Designed to protect and finish the highest points of the roof.

Item

STANDING SEAM HIP & RIDGE CAP
Install matching metal hip and ridge cap at applicable hips and ridges to protect these critical roof transitions while completing the clean, finished appearance of the standing seam roofing system.

Z-CLOSURES & RIDGE CLOSURES
Install appropriate concealed closure components beneath applicable hip and ridge caps to secure the trim and help protect the roofing system against wind-driven rain, moisture, debris, and pest intrusion.

VENTILATION SYSTEM - Proper ventilation helps regulate attic temperature and moisture.

Item

STANDING SEAM RIDGE VENT
Install a standing-seam-compatible continuous ridge ventilation system at applicable roof ridges to promote balanced attic airflow, helping reduce heat buildup and moisture accumulation year-round while maintaining the finished appearance of the metal roofing system.

FINAL CLEAN UP & DISPOSAL - We leave your property clean and safe when the job is complete.

Item

CLEAN UP AND DISPOSAL
Remove all roofing debris from the property and perform a thorough magnetic sweep to collect nails and metal fasteners, leaving your property clean and safe.

R&R ROOFING
AND SHEET METAL

PROPOSAL / CONTRACT

8-4-2026
R&R Roofing Inc.
25 Sunflower Road Foxworth, MS 39483
(601) 736-6886 OFFICE

Project: City of Hattiesburg Parks and Recreation
Jaycee Park Concession Stand/ Press box/Bleachers (4,300-SF)
301 Lurty Ave
Hattiesburg, MS

Dear Sir:
We have prepared the following proposal for your consideration; the scope of the work is as follows:

1) Remove the existing metal roof in its entirety
2) Fabricate and install new gutters, down spouts, eve, rake, ridge, valley and counter flashings
3) Furnish and install new 26-gauge PBR roof system to match the existing
4) Flash all penetrations according to the manufacture's specifications
5) Remove all debris generated by our work upon completion
6) Furnish the owner with a (2) year workmanship warranty

We Hereby Propose to furnish labor and material complete in accordance with the above scope of work, for the sum of: **$39,750.00**

Notes: * General Liability and workman's compensation insurance **are included**

- Sales tax **is included**
- R&R Roofing Inc. reserves the right to withdraw this proposal if not accepted within thirty (30) days
- Dumpster and lift fees are included in this proposal
- • Material pricing is good for 60 days.
- • If material price increase between the date of this proposal and time the work is to be performed, the amount of this proposal/ contract may be corrected to reflect any additional cost to obtain the materials

Exclusions:

1) City/ county permits or fees.
2) Electrical. Mechanical, or structural work.
3) Painting
4) Deteriorated decking

5) Anything not listed in our scope of work

Acceptance of proposal By signing below, the above prices, specifications, and conditions are satisfactory and are herby accepted by me a true financial officer to make financial obligations on behalf of my employer. You are authorized to do the work as specified. Payments will be made within 30 days of invoice, if contract amount exceeds $99,000.00 50% of the contract amount will be expected upon delivery of materials.
Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strike, accidents, or delays beyond our control. Owner shall carry fire, tornado, and builders risk insurance.

Date accepted: _____

R&R Sheet Metal, Inc. Authorized Signature: **Eli Rowell**

Customer's Signature: _____

CITY OF HATTIESBURG
INVITATION TO SUBMIT TWO-QUOTE BID
JAYCEE PARK CONCESSIONS, STANDS AND PRESS BOX ROOFING PROJECT
BID DEADLINE: Friday, July 17, 2026 - No later than 5:00 p.m.

SUBMITTAL INFORMATION
PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

Quotes may be submitted by one of the following methods:
Mail
City of Hattiesburg - Purchasing Division
P.O. Box 1898 Hattiesburg, MS 39403-1898
Email
twoquote@hattiesburgms.com
or
slondon@hattiesburgms.com
Fax
601-545-6661

NON-SUBMITTAL
If your company does not intend to submit a quotation, the City appreciates notification by mail, email, or fax.

PROJECT CONTACTS
Questions regarding this project or requests to schedule a site visit should be directed to:
Chris Crenshaw
769-299-6760
ccrenshaw@hattiesburgms.com
or
Betsy Mercier
601-325-0350
BMercier@hattiesburgms.com

PROJECT OVERVIEW
The City of Hattiesburg is requesting written quotations from qualified contractors to furnish all labor, equipment, materials, supervision, and incidentals necessary to complete the roof replacement at Jaycee Park Ballfield, Concessions and Press Box.

Jaycee Park Baseball Complex
702 Quinn Street
Hattiesburg, MS
Note: This site is in a residential area. Residents must be able to access their homes without disruption.

CONTRACTOR REQUIREMENTS

The successful contractor shall:

- Hold all licenses required by the State of Mississippi to perform the work described in this solicitation.
- Provide proof of General Liability Insurance and Workers' Compensation Insurance prior to beginning work.
- Verify all field measurements and existing site conditions prior to submitting a quote. Submission of a bid shall constitute acknowledgment that the contractor has reviewed the site and is satisfied with the existing conditions.
- Coordinate all work with the City's designated project representative.
- Protect adjacent buildings, sidewalks, landscaping, utilities, and other City property during construction.
- Restore any areas disturbed by construction activities to their original condition at no additional cost to the City.
- Maintain a clean worksite throughout the project and remove all demolition materials, debris, and equipment upon completion.
- The City of Hattiesburg will obtain any permits required for this project.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, supervision, and incidentals necessary to complete the following work:

1. Remove the existing metal roof system in its entirety.
2. Furnish and install a new metal roofing system in accordance with applicable building codes and manufacturer specifications.
3. Flash all roof penetrations and perimeter conditions in accordance with manufacturer specifications and applicable building codes.
4. Fabricate and install new gutters, downspouts, eave trim, rake trim, ridge caps, valley flashing, and counter flashing as required for a complete roofing system.
5. Provide the City with a minimum two (2) year workmanship warranty.
6. Provide a two (2) year labor warranty from the contractor and a twenty-five (25) year manufacturer warranty covering labor and materials for the roofing system.
7. Furnish all equipment necessary to complete the work, including dumpsters, lifts, and other required equipment.
8. Remove all demolition materials and construction debris from the project site upon completion.
9. Maintain safe working conditions and safely manage pedestrian and vehicle traffic, as necessary, throughout the duration of the project.

METAL ROOF COLOR REQUIREMENTS

As part of the bid submission, contractors shall indicate the following:

Is there an additional cost associated with selecting certain manufacturer color options?

Yes No

If Yes, identify the standard manufacturer color selections that do not incur an additional charge and upon which this quotation is based:

REQUIRED BID SUBMITTAL
Each bid shall include:

- Total lump sum bid price
- Price expiration date
- Estimated project start date
- Estimated project completion date
- Company name
- Authorized representative
- Authorized signature
- Date of submittal

PAYMENT TERMS
Contractor must be able to accept Purchase Order. Payment shall be made in accordance with the purchasing laws of the State of Mississippi. Payment will be issued within forty-five (45) days after receipt of a properly submitted invoice approved by the requesting department. Contractor may submit invoices for completed work in more than one draw.

We hereby propose to furnish all labor, materials, equipment, supervision, and services necessary to complete the project in accordance with these specifications.
Total Lump Sum Bid Price:
$ $39,750.00

Estimated Start Date: 10-1-2026

Estimated Completion Date: 10-30-2026

Company Name: R+R Sheet Metal Inc.

Authorized Representative: Elijah Rowell

Signature: Elijah Rowell

Date: 8-4-2026

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve Joint-Funding Agreement for the period of October 1, 2026 to September 30, 2027 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, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of $8,190.00 and authorize the Mayor to execute in duplicate.**
File Number: 2026-746
Minute Book #

Summary
Approve Joint-Funding Agreement for the period of October 1, 2026 to September 30, 2027 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, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the City of $8,190.00 and authorize the Mayor to execute.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

July 20, 2026

Mrs. Marybeth Bergin, P.E.
Director of Transportation and Engineering
City of Hattiesburg, MS
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mrs. Bergin, P.E.:

This is our standard joint-funding agreement between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and City of Hattiesburg, MS for negotiated deliverables (see attached), during the period October 1, 2026 through September 30, 2027 in the amount of $8,190 from your agency. U.S. Geological Survey contributions for this agreement are $4,750 for a combined total of $12,940. Please sign and return one fully-executed original to My-Chae May at gs-w-lmg_agreements@usgs.gov or mail to 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Richard Henry at (205) 723-8595 or email rhenry@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or gs-w-lmg_budget_finance_team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Todd E. Baumann
Acting Director, LMG Water Science Center

Enclosure
27MLJFAMSDA088

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001885
Agreement #: 27MLJFAMSDA088
Project #:
TIN #: 64-6000432

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2026, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Hattiesburg, MS party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $4,750 by the party of the first part during the period October 1, 2026 to September 30, 2027

(b) $8,190 by the party of the second part during the period October 1, 2026 to September 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001885
Agreement #: 27MLJFAMSDA088
Project #:
TIN #: 64-6000432

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Richard Henry Assistant Center Director, LMGWSC
Address:	205 Hackberry Lane Tuscaloosa, AL 35487
Telephone:	(205) 723-8595
Fax:	(n/a)
Email:	rhenry@usgs.gov

Customer Technical Point of Contact

Name:	Marybeth Bergin, P.E. Director of Transportation and Engineering
Address:	P.O. Box 1898 Hattiesburg, MS 39403-1898
Telephone:	(601) 545-4540
Fax:	(n/a)
Email:	mbergin@hattiesburgms.com

USGS Billing Point of Contact

Name:	My-Chae May Budget Analyst
Address:	3535 South Sherwood Forest Blvd. Suite 120 Baton Rouge, LA 70816
Telephone:	(225) 298-5481
Fax:	(n/a)
Email:	gs-w-lmg_agreements@usgs.gov

Customer Billing Point of Contact

Name:	Sharon Hensarling Accountant, Engineering Department
Address:	P.O. Box 1898 Hattiesburg, MS 39403-1898
Telephone:	(601) 545-4541
Fax:	(n/a)
Email:	shensarling@hattiesburgms.com

U.S. Geological Survey
United States
Department of Interior

Signature

By _____ **Date:** 08/14/2026
Name: Todd E. Baumann
Title: Acting Director, LMG Water Science Center

City of Hattiesburg, MS

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
National Water Center
27 Kirkbride Lane
Tuscaloosa, AL 35401

July 20, 2026

Proposed 2027 USGS/ City of Hattiesburg, MS Streamgaging Program

City of Hattiesburg, MS

Attachment for 27MLJFAMSDA088
2026-10-01 to 2027-09-30

SURFACE WATER

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
02472980 BOUIE RIVER AT GLENDALE AVENUE AT HATTIESBURG, MS Discharge, Continuous, High-flow only	$4,750	$8,190	$12,940
Total:	**$4,750**	**$8,190**	**$12,940**
GRAND TOTAL:	**$4,750**	**$8,190**	**$12,940**

Funding for the operation and maintenance of these stations includes backup data transmissions using NOAA/GOES satellites and additional Iridium satellites as well as repairs due to equipment failure, natural disaster, and vandalism. It also includes periodic calibration visits, publication of the real-time data on USGS websites, and long-term archival of the stream data.

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Acknowledge receipt of closing documents for the McLeod Street Bridge Repair project, approve Supplemental Agreement No. 1 increasing contract amount by $46,720.50 for a total of $162,115.50 and authorize the mayor to execute it, approve payment of contractor's final pay application, approve final acceptance of the project, and authorize publication of Notice of Final Settlement.**
File Number: 2026-747
Minute Book #

Summary
Acknowledge receipt of closing documents for the McLeod Street Bridge Repair project, approve Supplemental Agreement No. 1 increasing contract amount by $46,720.50 for a total of $162,115.50 and authorize the mayor to execute it, approve payment of contractor's final pay application, approve final acceptance of the project, and authorize publication of Notice of Final Settlement.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and RJM McQueen Contracting, Inc. dated July 13, 2026 for the McLeod Street Bridge Repair project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 8th day of September, 2026, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish(1)First Available After September 8, 2026
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

sdw

Engineering Progress

August 14, 2026

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Marybeth Bergin, P.E.

RE: **McLeod Street Bridge Repair**
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. Contractor's Final Pay Estimate in the amount of $162,115.50
2. Contractor's Affidavit of Release of Liens
3. Contractor's Affidavit of Payment of Debts
4. Consent of Surety to final Payment
5. Warranty Letter
6. Supplemental Agreement No. 1 with Overrun/Underrun signed by the Contractor and Surety Company. Please have the mayor sign and return a copy for our files.

Please do not hesitate to contact me should you have questions or comments.

Sincerely,

Lamar Rutland, P.E.,
Project Engineer

/sc

enclosures

To(OWNER): CITY OF HATTIESBURG
P.O. BOX 1898
Accounting Department
HATTIESBURG, MS 39403

From: RJM-McQueen Contracting, Inc
80 Ramsey McQueen Road
Collins, MS 39428
(601) 765-6561

Project: FORREST/RJM/MCLEOD ST BRIDGE R
MCLEOD ST BRIDGE REPAIR

Via(Architect/: Engineer)

Application No: 1
Invoice No: 26180111
Invoice Date: 8/5/2026
Period To: 8/5/2026
Project No:
Contract Date: 7/13/2026

For:

No.	Description	Total Quantity		Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
	CONCRETE								
01.01	REMOVAL OF EXISTING ROADWAY	1	LS	4,750.00	4,750.00	1	4,750.00	0.00	4,750.00
01.02	DEWATERING CREEK	1	LS	50,000.00	50,000.00	1	50,000.00	0.00	50,000.00
01.03	REMOVAL OF CONCRETE SIDEWALK	20	LF	50.00	1,000.00	55	2,750.00	0.00	2,750.00
01.04	UNCLASSIFIED EXCAVATION AH LVM	64	CY	62.50	4,000.00	135	8,437.50	0.00	8,437.50
01.05	SELECE FILLCL 9 GRP C LVM	170	CY	50.00	8,500.00	165	8,250.00	0.00	8,250.00
01.06	SOLID SODDING CENTIPEDE	10	SY	75.00	750.00	55	4,125.00	0.00	4,125.00
01.07	CONCRETE SIDEWALK	12	SY	125.00	1,500.00	63	7,875.00	0.00	7,875.00
01.08	FLOWABLE FILL	55	CY	280.00	15,400.00	54	15,120.00	0.00	15,120.00
01.09	LOOSE RIP RAP SIZE 300	45	TON	130.00	5,850.00	209	27,170.00	0.00	27,170.00
01.10	HMA ST 9.5MM	6	TON	405.00	2,430.00	13	5,265.00	0.00	5,265.00
01.11	PLAIN CEMENT CONCRETE PAVEMENT	25	SY	101.00	2,525.00	63	6,363.00	0.00	6,363.00
01.12	GRADING CREEK BOTTOM	1	LS	2,000.00	2,000.00	1	2,000.00	0.00	2,000.00
01.13	CRUSHED AGGREGATE SIZE 610	5	CY	340.00	1,700.00	28	9,520.00	0.00	9,520.00
01.14	SAND FILL LVM	180	CY	25.00	4,500.00	0	0.00	0.00	0.00
01.15	MOBILIZATION	1	LS	10,490.00	10,490.00	1	10,490.00	0.00	10,490.00
					115,395.00		162,115.50	0.00	162,115.50
					115,395.00		162,115.50	0.00	162,115.50

Contract sum	115,395.00
Completed to date	162,115.50
Retainage	0.00
Total earned less retainage	162,115.50
Previous billings	0.00
Current payment due	162,115.50
Sales tax	0.00
Total due	162,115.50

Engineer Approval:

Contractor Approval: CFO

RJM McQueen Contracting, Inc.
80 Ramsey McQueen RD, Collins, MS 39428

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* McLeod Street Bridge Repair City of Hattiesburg, MS	**ARCHITECT'S PROJECT NUMBER:**	OWNER: ☐ ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: *(Name and address)* City of Hattiesburg 200 Forrest St Hattiesburg, MS 39401	**CONTRACT DATED:**	SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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.

CONTRACTOR: *(Name and address)*
RJM McQueen Contracting, Inc
80 Ramsey McQueen RD
Collins, MS 39428

BY: Brandy Easterling
(Signature of authorized representative)
Brandy Easterling, CFO
(Printed name and title)

Subscribed and sworn to before me on this date: 8-14-2026

Notary Public: Cindy Sasser
My Commission Expires: 4-5-29

STATE OF MISSISSIPPI
CINDY SASSER
NOTARY PUBLIC
Covington County
Commission Expires
April 5, 2029
COMMISSION NUMBER 290400

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User Notes: (1733912932)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* McLeod Street Bridge Repair Hattiesburg, MS **TO OWNER:** *(Name and address)* RJM McQUeen Contracting, Inc 80 Ramsey McQueen RD Collins, MS 39428	**ARCHITECT'S PROJECT NUMBER:** **CONTRACT FOR:** General Construction **CONTRACT DATED:**	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

STATE OF:
COUNTY OF:

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, 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)*
RJM McQueen Contracting, Inc
80 Ramsey McQueen RD
Collins, MS 39428

BY: Brandy Easterling
(Signature of authorized representative)

Brandy Easterling, CFO
(Printed name and title)

Subscribed and sworn to before me on this date: 8-14-2026

Notary Public: Cindy Sasser
My Commission Expires: 4-5-29

STATE OF MISSISSIPPI
CINDY SASSER
NOTARY PUBLIC
Covington County
Commission Expires
April 5, 2029
COMMISSION NUMBER 260400

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User Notes: (1667782739)

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 1001241291

TO OWNER:
(Name and address)

City of Hattiesburg
200 Forest Street
Hattiesburg, MS 39401

PROJECT:
(Name and address)

McLeod Street Bridge Repair, Hattiesburg, Mississippi

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: McLeod Street Bridge Repair, Hattiesburg, Mississippi

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of
(Insert name and address of Contractor)

RJM-McQueen Contracting, Inc.
80 Ramsey McQueen Road
Collins, MS 39428

, 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
200 Forest Street
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: August 11, 2026
(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company
(Surety)

(Signature of authorized representative)

Peggy L. Jackson, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):
Alex Kindrex, witness

G707—1994

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Peggy L. Jackson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001241291 Amount of Bond: See Bond Form
Principal: RJM-McQueen Contracting, Inc.
Obligee: City of Hattiesburg

This Power of Attorney shall expire without further action on January 31st, 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February, 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:

By: Daniel P. Aguilar, Vice President

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

On this 1st day of February, 2024 before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 11th day of August, 2026.

Corporate Seals

Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSPOACONSOLSW2026/04

CERTIFICATE OF WARRANTY AND GUARANTEE

OWNER: CITY OF HATTIESBURG
PROJECT: MCLEOD STREET BRIDGE REPAIR

We hereby guarantee all work performed by us on the above referenced project to be free from defective materials and workmanship for a period of ONE YEAR, which will begin on August 5, 2026 and continue to August 5, 2027.

Within the guarantee 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, we 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 building, site equipment or contents thereof which, in the opinion of the owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and content of said buildings or site disturbed in fulfilling any such guarantee.

80 Ramsey McQueen Road, Collins, MS 39428
Phone:601-765-6561

McLEOD ST. BRIDGE REPAIR
CITY OF HATTIESBURG, MS

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG

WHEREAS, We, RMJ McQueen Contracting, Inc , Contractor and US Specialty Insurance Company, Surety entered into a contract with the City of Hattiesburg, Owner on the 13th Day of July 2026 for McLeod St. Bridge Repair.

WHEREAS: The Contractor, Surety and Owner agree that certain construction methods should be modified to lessen impact and provide better serve to the public, as well, as increase the ease of construction.

WHEREAS: During the course of construction, the design was modified to provide a more resilient product and additional Rip-Rap was added to the project.

WHEREAS: During the course of construction, exact quantities of materials were unknown due to the portion of the work being underwater.

WHEREAS: The attached Overrun/Underrun statement is included as a part of this change as a result of minor items during construction.

Project Increase from Overrun/Underrun-	$ 46,720.50
Final Contract Amount -	$ 162,115.50

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, RMJ McQueen Contracting, Inc, Contractor and US Specialty 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 11th day of August, 2026

RMJ McQueen Contracting, Inc

By: _____
Contractor

Witness: _____

US Specialty Insurance Company

By: _____
Surety Peggy L. Jackson, Attorney-in-Fact

Witness: _____
Alex Kindrex, witness

City of Hattiesburg

By: _____
Owner

Witness: _____

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Peggy L. Jackson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on its behalf:

Surety Bond Number: 1001241291 Amount of Bond: See Bond Form
Principal: RJM-McQueen Contracting, Inc.
Obligee: City of Hattiesburg

This Power of Attorney shall expire without further action on January 31st, 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

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 or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February, 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles SS:

By: _____
Daniel P. Aguilar, Vice President

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

On this 1st day of February, 2024 before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty 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; 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 Los Angeles, California this 11th day of August, 2026.

Corporate Seals

Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSPOACONSOLSW2026/04

OVERRUNS UNDERRUNS
PROJECT: 12267 McLeod St. Bridge Repair
CONTRACTOR: RJM McQueen Contracting, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	REMOVAL OF EXISTING ROADWAY	LS	1.00	1.00	-	-	$4,750.00	$0.00	$0.00
2	DEWATERING OF CREEK	LS	1.00	1.00	-	-	$50,000.00	$0.00	$0.00
3	REMOVAL OF CONCRETE SIDEWALK	LF	20.00	55.00	35.00	-	$50.00	$1,750.00	$0.00
Reason: Construction required additional sidewealk removal									
4	UNCLASSIFIED EXCAVATION, AH, LVM	CY	64.00	135.00	71.00	-	$62.50	$4,437.50	$0.00
Reason: To provide proper hydraulic capacity additional sediment was removed from the creek bottom.									
5	SELECT FILL MATERIAL (CLASS 9, GROUP C), L VM	CY	170.00	165.00	-	5.00	$50.00	$0.00	$250.00
6	SOLID SODDING, CENTIPEDE	SY	10.00	55.00	45.00	-	$75.00	$3,375.00	$0.00
Reason: Additional Sodd was disturbed during construction									
7	CONCRETE SIDEWALK	SY	12.00	63.00	51.00	-	$125.00	$6,375.00	$0.00
Reason: Additional sidewalk was rerquired as a result of construciton									
8	FLOWABLE FILL	CY	55.00	54.00	-	1.00	$280.00	$0.00	$280.00
9	LOOSE RIPRAP, SIZE 300	TON	45.00	209.00	164.00	-	$130.00	$21,320.00	$0.00
Reason: Riprap was used in lieu of sand to fill the void under the bridge resulting in increased quantity.									
10	9.5 MM, ST, ASPHALT PAVEMENT	TON	6.00	13.00	7.00	-	$405.00	$2,835.00	$0.00
Reason: Additional material was needed due to increased pavement removal.									
11	PLAIN CEMENT CONCRETE PAVEMENT	SY	25.00	63.00	38.00	-	$101.00	$3,838.00	$0.00
Reason: Additional material was needed due to increased pavement removal.									
12	GRADING CREEK BOTTOM	LS	1.00	1.00	-	-	$2,000.00	$0.00	$0.00
13	CRUSHED AGGREGATE (SIZE 610)	CY	5.00	28.00	23.00	-	$340.00	$7,820.00	$0.00
Reason: Additional material was needed due to increased pavement removal.									

OVERRUNS UNDERRUNS
PROJECT: 12267 McLeod St. Bridge Repair
CONTRACTOR: RJM McQueen Contracting, Inc.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
14	SAND FILL, LVM	CY	180.00	-	-	180.00	$25.00	$0.00	$4,500.00
Reason: Utilized riprap in-lieu of sand.									
15	MOBILIZATION	LS	1.00	1.00	-	-	$10,490.00	$0.00	$0.00
								$ 51,750.50	$ 5,030.00

PROJECT INCREASE/DECREASE	$	46,720.50
Original Contract Amount	$	115,395.00
Overrun/Underrun	$	46,720.50
Final Contract Amount	$	162,115.50

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Authorize submission of a grant application to the Mississippi Department of Environmental Quality (MDEQ) for a Solid Waste Assistance Grant in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same. The grant requires the city to provide $25,000.00 in matching funds.**
File Number: 2026-750
Minute Book #

Summary
FY27 Solid Waste Assistance Grant Application for Annual "Right Way to Throw Away Day"

Recommendation Statement
I recommend authorization of the submission of a grant application to the Mississippi Department of Environmental Quality (MDEQ) for the Solid Waste Assistance Grant in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same.

Please place this on the September 8, 2026 City Council meeting for consideration.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION

1. Name of Applicant City of Hattiesburg
2. Address of Applicant 200 Forrest Street
   City Hattiesburg State MS Zip 39401
3. Telephone No. of Applicant 601-545-4501
4. Contact Person Kristen Wilson
5. Address of Contact Person (if different than applicant) _____
   City _____ State _____ Zip _____
6. Telephone No. of Contact Person 601-545-4544
7. Email Address of Contact Person kwilson@hattiesburgms.com
8. Grant Request Category:
   X a. Local Government Solid Waste Assistance Grant (attach Part 2a)
   Competitive grant request X Non-Competitive grant request _____
   _____ b. Local Government Solid Waste Planning Grant (attach Part 2c)
   _____ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program Right Way to Throw Away Day
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):
    City of Hattiesburg (48,802); City of Petal (11,694); Forrest County (79,034); Lamar County (67,403)
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
    _____ yes X no (If yes, please attach an explanation)
12. Certification

    To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

    Toby Barker — Name of authorized representative (Please type or print)
    [signature] — Signature of authorized representative
    Mayor, City of Hattiesburg — Title of authorized representative (Please type or print)
    5/20/24 — Date

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

SOLID WASTE ASSISTANCE GRANT REQUEST
PART 2a

1. Grant Applicant: City of Hattiesburg

2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

			Funds Requested
[ ]	A.	Cleanup of existing and/or future unauthorized dumps on public or private property	$_____
[ ]	B.	Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs	$_____
[ ]	C.	Provision of public notice and education related to the proper management of solid waste, including recycling	$_____
[ ]	D.	Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3)	$_____
[ ]	E.	Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs.	$ 75,000
[ ]	F.	Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission	$_____
		TOTAL FUNDS REQUESTED	$ 75,000

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.

- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
- If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
- If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
- If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

2026-2027 Solid Waste Assistance Grant

City of Hattiesburg Project Narrative & Budget

Project Narrative:

The City of Hattiesburg, City of Petal, Forrest County, Lamar County, and the University of Southern Mississippi plan to use the Solid Waste Assistance Grant funds to implement its "Pine Belt Right Way to Throw Away Day 2027" program to collect household hazardous waste tentatively set for April 17, 2027. The region has established the third Saturday of each April as the Pine Belt Right-Way-to-Throw-Away Day. This coincides with the weekend that Earth Day traditionally falls on.

Due to the response from previous years, it is clear that the presence of the MDEQ external funding is mandatory to complete the event successfully, as public response and interest has grown and continues to grow each year.

The Pine Belt Stormwater Steering Committee will again sponsor the event, and the service area will include the City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County. Hattiesburg will again act as applicant and administrator for the grant. A number of visitors from Perry County, Stone County and Pearl River County are anticipated. The City of Hattiesburg will continue to use Complete Environmental and Remediation Company as the contractor to dispose of the household hazardous waste. According to the U.S. Census Bureau July 1, 2025 estimates, the population of the City of Hattiesburg is 48,802. The City of Petal's population is 11,694. Forrest County has a population of 79,034 and Lamar County has a population of 67,403. Additionally, The University of Southern Mississippi is home to approximately 13,000 students.

Public education of the event will occur through social media, press releases to the media, and through Public Service Announcements (PSA) that will be in cooperation with the *Keep Hattiesburg Beautiful* and local *Keep Mississippi Beautiful* campaigns. Since the first *Hattiesburg Right Way to Throw Away Day* in 1997, the number of vehicles bringing goods for proper disposal has steadily increased. In 2007, Hattiesburg partnered with Forrest County, Lamar County, City of Petal and University of Southern Mississippi to hold our area's first multi-jurisdictional "Right Way to Throw Away Day" event.

Each year, the event receives overwhelmingly positive responses on social media, with many community members expressing their appreciation for providing a safe way to dispose of hazardous waste. We continually receive calls with requests to hold the event again and look forward to seeing the growth that happens year over year.

Project Budget

The 2027 proposed budget for this project is $140,000.00. The figures are based on the costs of the 2026 Right Way to Throw Away event. Our largest expense continues to be for contractor removal of the waste. The major estimated expenditures for 2026-27 are as follows:

MDEQ Funding	$ 75,000
Local HHW match funding	$ 25,000
Additional local partner funding	$ 40,000
Total	$140,000

Project Expenses Breakdown:

- Personnel: $12,900
- Equipment: $9,500
- Supplies: $1,000
  - Safety Gear for Volunteers
  - Advertising
  - Volunteer Care Booths
    - Potable Water
    - Food Provided for staff and Volunteers
    - Emergency Medical Services
  - Event Administration
    - Planning meetings mileage
    - Paper
    - Printing/Copying
    - Office Supplies
- Other: $1,600
  - Facility Rental
  - Portable Toilets Rental
  - Tent Rental
- Contractual Services: $115,000

TOTAL: $140,000

Project Total $140,000		
MDEQ	$75,000	54%
Local Contribution	$65,000	46%

25% Local Match

The City of Hattiesburg, City of Petal, University of Southern Mississippi, Forrest County and Lamar County understand that the applicant of this grant is expected to provide a local match of **at least** twenty-five (25) percent of the grant. The City of Hattiesburg and its co-sponsors agree to provide staff, facilities, equipment, and other assistance that will meet or exceed the grant requirements. Each jurisdiction has set aside funds for this annual event in their General Fund budget. Previous grant cycles have shown that the grant covers around 50% of the total event cost.

Intergovernmental Agreements

Not applicable to this grant agreement.

Memorandum

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

From: **Kristen Wilson, Grants Coordinator**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Authorize the acceptance of award from the Mississippi Department of Public Safety Project Safe Neighborhoods Program in the amount of $20,178.**
File Number: 2026-770
Minute Book #

Summary
The City has been notified of the below approved subgrant application:

- Mississippi Department of Public Safety Project Safe Neighborhoods Program in the amount of $20,178.

Recommendation Statement
I recommend acceptance of grant award.

Please place this on the September 8, 2026 City Council meeting for consideration.

STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

September 7, 2026

Toby Barker
Hattiesburg Police Department
701 James St.
Hattiesburg, MS 39401

Subject: Project Number: 22PS2151
Program: Project Safe Neighborhoods
Effective Date: October 1, 2026

Dear Mayor Barker:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **Project Safe Neighborhoods Grant (PSN)** in the amount of **$20,178**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Detail Worksheet
3. OJP PSN Statement of Special Conditions – *initial all sheets*
4. OJP Subgrant Standard Assurances *(Attachment A)*
5. Certification of Equal Employment Opportunity *(Attachment B)*
6. Federal Civil Rights Compliance Checklist *(Attachment C-1*)
7. Civil Rights Training Certificate *(Attachment C-2)*
8. OJP Discrimination Complaint Policies and Procedures *(Attachment E)*
9. Certification Regarding Debarment *(Attachment F)*
10. Certification Regarding Lobbying *(Attachment G))*
11. Return Document Checklist

We particularly want to bring to your attention the requirement that items **1 – 11 (*with the exception of item #8)* should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately**. ***Please retain a copy of your files***. If there are any questions concerning this award, please contact Miah Davis at (601) 987- 9525.

Sincerely,

Terrica S. Houston

Terrica S. Houston
OJP Office Director

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC PLANNING
OFFICE OF JUSTICE PROGRAMS
209 Allen Stuart Drive
Pearl, MS 39208
Phone: (601) 987-9525

1. Name, Address, Email, & Phone Number:	2. Effective Date: October 1, 2026
Hattiesburg Police Department P.O. Box 1898 Hattiesburg, MS 39403 601-506-4988 nrockhold@hattiesburgms.com	3. Sub-grant Number: 22PS2151
	4. Federal Award Identification Number: 15PBJA-22-GG-00787-GUNP
	5. Beginning & Ending Dates: October 1, 2026 – March 1, 2027
	6. Unique Entity ID: N4XZJLJ9AVM1
	7. CFDA Number: 16.609
	8. Name of Federal Awarding Agency: BJA
	9. Federal Award Date: October 1, 2022 – September 30, 2027
	10. Sub-grant Payment Method: Cost Reimbursement X Other:

11. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	20,178.00						20,178.00
Travel							
Miscellaneous Expenses							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	20,178.00						20,178.00

12. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.
Statement of Special Conditions, Civil Rights Training Certification, Standard Assurances, Certification Regarding Debarment, Certification Regarding Equal Employment, Certification Regarding Lobbying, Civil Rights Compliance Checklist, Match Certification Form (if applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
13. Typed Name & Title of Approving DPSP Official: **Terrica S. Houston** **Office Director**	14. Typed Name & Title of Authorized Sub-grantee Official: **Toby Barker** **Mayor**
15. Signature: Date: Terrica S. Houston 8/31/2026	16. Signature: Date: 9/8/2026

BUDGET DETAIL

Sub-grant Name: Hattiesburg Police Department

Sub-grant Number: 22PS2151

Project Title: FY22 Project Safe Neighborhood

LINE-ITEM DETAIL

EQUIPMENT	CALCULATIONS	ANNUAL COST	PERCENTAGE IN APPLICATION	FEDERAL REQUEST	MATCH	PROJECT TOTAL
Item and Description						
AI Surveillance Camera System	10 x 1,500.00	$15,000.00	100%	$ 15,000.00		$ 15,000.00
Dell Laptop	1 x 5,178.00	$5,178.00	100%	$ 5,178.00		$ 5,178.00
TOTAL		$ 20,178.00		$ 20,178.00	$ -	$ 20,178.00

Equipment Justification:

DIRECT COST CATEGORY TOTALS		FEDERAL REQUEST	MATCH	PROJECT TOTAL
Equipment		$ 20,178.00	$ -	$ 20,178.00
TOTAL		$ 20,178.00	$ -	$ 20,178.00

INDIRECT COST		ANNUAL COST	PERCENTAGE IN APPLICATION	FEDERAL REQUEST	MATCH	PROJECT TOTAL
INDIRECT COST or 10% DE MINIMIS				$ -		$ -
TOTAL		$ -		$ -	$ -	$ -

Indirect Cost Justification:

	FEDERAL REQUEST	MATCH	PROJECT TOTAL
TOTALS - (Federal Request MUST be a Whole Number)	$20,178.00	$0.00	$20,178.00

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. The subgrantee's obligation under this award may be terminated without further cause if it does not sign and return the award acceptance to the Division of Public Safety Planning (DPSP) **within 20 days** of receiving the award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget Detail Worksheet
- OJP PSN Statement of Special Conditions – *initial all sheets*
- OJP Subgrant Standard Assurances *(Attachment A)*
- Certification of Equal Employment Opportunity *(Attachment B)*
- Federal Civil Rights Compliance Checklist *(Attachment C-1)*
- Civil Rights Training Certificate *(Attachment C-2)*
- OJP Discrimination Complaint Policies and Procedures *(Attachment E)*
- Certification Regarding Debarment *(Attachment F)*
- Certification Regarding Lobbying *(Attachment G)*
- Return Document Checklist

The recipient also agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
www.ojp.gov

Special Cancellation Condition for Subgrantees:

(1) **Commencement with 60 Days**. If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

(2) **Operational within 90 Days**. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request

redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. The travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel costs associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) The recipient 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.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

a. OMB Circular A-128. Audits of State and Local Governments.
b. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: (Check One)

____ State (July - June)
__X__ Federal (October - September)
____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least $500,000. Please check below if you are required to have a Single Audit.

Single Audit Required: __X__ Yes ____ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees' financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – 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.

Employment Eligibility Verification for hiring under the award – The recipient must 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 properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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.

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 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.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient 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 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.

Rules of construction – The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in the future. Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient 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 website at https://ojp.gov/funding/Explorer/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.

Restrictions on "lobbying" - Federal funds awarded by OJP may not be used by the recipient 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.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient 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.

Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) 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.

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient 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 or individuals defined as employees of the recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website 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.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and

contribute to the vitality of American life. In other words, full participation in, and access to, all aspects of society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: _X____ Required _____ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The City of Hattiesburg (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annual programmatic onsite monitoring visit or during a programmatic desk audit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Hattiesburg
Hattiesburg Police Department
Agency's Name

22PS2151
Subgrant Award Number

Toby Barker	Mayor
Authorized Official (Please Print)	**Authorized Official Title**
	9/8/26
Authorized Official (Signature)	**Date**

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS
SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr/.

   In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

   Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

   The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of $500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

   Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

   As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.

6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.

8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

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

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.

13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Hattiesburg Police Department; City of Hattiesburg	22PS2151
Name of Agency or Organization	Subgrant Number

Chief Administrative Officer

9/8/26

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157,** within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 22PS2151 Award Amount $ 20,178

Subgrant Project Title:
Project Safe Neighborhoods

Organizational Name (Subgrantee or Funded Entity):
Hattiesburg Police Department

Address:
701 James St. Hattiesburg, MS 39401

Telephone Number: 601-545-4971

Subgrantee Duration:

Beginning Date: October 1, 2026 Ending Date: September 30, 2027

Project Director's Name, Address and Telephone Number:
Neal Rockhold
701 James St. Hattiesburg, MS 39401
601-545-4971

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

_____
_____
_____
_____

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☒ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_X_ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through

this grant from the Office of Justice Programs, DPSP, more than $25,000, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

	9/8/26
Authorized Official's Signature (Subgrantee)	Date
Toby Barker	
Typed or Printed Name	
Mayor	
Person's Organizational Title	

. . . . . .

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

   ☐ Yes
   ☑ No

   If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

   ☐ Yes – submitted an EEOP Short Form
   ☐ Yes – submitted a certification
   ☑ No

   If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

   Comments:Participants/beneficiaries are notified by way of EEO posters displayed in areas frequented by applicants. Notifications are also provided on applications

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

   Comments: Employees are notified within opening sections of the Employee Handbook.

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☑ Yes
☐ No

If yes, an explanation of these policies and procedures:
Employee handbook outlines a grievance process to be utilized in instances of discrimination.

6. If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

      ☑ Yes
      ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

      ☑ Yes
      ☐ No

   c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

      ☑ Yes
      ☐ No

   Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:
   a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

      ☑ Yes
      ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☑ Yes
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☑ Yes
☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes
☑ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

N/A

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☐ Yes
☑ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following: We do not.

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes

☑ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☑ Yes
☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☑ Yes
☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☑ Yes

☐ No

Hattiesburg Police Department	22PS2151
Name of Agency or Organization (Please Print)	Subgrant Number
	9/8/26
Authorized Official or Authorized Designee Signature	Date
Office of Justice Programs Monitor's Signature	Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, Hattiesburg Police Department, hereby certifies that our agency has received Civil Rights Training required by the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

(Date) (Names(s) of Individual(s)) _____

_____

Date of Training _____

Location of Training _____

State of Mississippi
County of _____
Signed [or attested] before me on _____, 20___ by _____

_____
Authorized Signatory official

Stamp

_____
Signature of Notarial Officer

_____
Title of office
My commission expires: _____

FOR OJP purposes only
This certification expires on: _____

ATTACHMENT F

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Toby Barker, Mayor

Name and Title of Authorized Representative

Signature

9/8/2026

Date

Hattiesburg Police Department, City of Hattiesburg

Name of Organization

701 James St., Hattiesburg, MS 39401

Address of Organization

Revised May 2012

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. 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.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. 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.

6. The prospective lower 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," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation on 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.

Revised May 2012

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here_____ and complete and submit "Disclosure of Lobbing Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Hattiesburg Police Department
701 James St. Hattiesburg, MS 39401

Name and Address of Organization

Name of Authorized Individual
Signature and Date

22PS2151

Subgrant Number

Revised May 2012

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Adopt a Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2026, and ending September 30, 2027.**
File Number: 2026-774
Minute Book #

Summary

Adopt a Resolution levying ad valorem taxes on all taxable property within the City of Hattiesburg, Mississippi, for the purpose of raising revenue for said City for the fiscal year beginning October 1, 2026, and ending September 30, 2027.

Recommendation Statement

I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

A RESOLUTION LEVYING AD VALOREM TAXES ON ALL OF THE TAXABLE PROPERTY WITHIN THE CITY OF HATTIESBURG, MISSISSIPPI, FOR THE PURPOSE OF RAISING REVENUE FOR SAID CITY OF THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, are required by Section 21-33-45 OF THE Mississippi Code of 1972 at a meeting held in September of each year to levy the municipal ad valorem taxes for the fiscal year next succeeding, and are required to fix this rate or levy for the municipality and the municipal separate school district and to express the rates or levies therefore in mills or a decimal fraction of a mill; and

WHEREAS, the governing authorities have fully, carefully and maturely considered the requirements of the various funds of the City of Hattiesburg and of Hattiesburg Municipal Separate School District; and

WHEREAS, the Council does now find, determine and adjudge that the tax rates or levies appearing hereinafter for the said City of Hattiesburg, in order to raise funds required to meet the expenses of said City of Hattiesburg and for municipal purposes and the expense of said school district:

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the following ad valorem tax rates or levies be and the same are hereby fixed, imposed and levied for the current fiscal year 2026-2027 of said City upon said assessed value of all of the taxable property in the City of Hattiesburg, Forrest and/or Lamar Counties, Mississippi, and in said municipal separate school district, as said property is now assessed and listed, and as it may be hereafter assessed and listed upon the assessment rolls of said City of Hattiesburg, as of January 1, 2026, and the said rates or levies expressed in mills or a decimal fraction of a mill and determining the ad valorem taxes to be collected upon each dollar of valuation upon the assessment rolls of the City of Hattiesburg, Mississippi, and upon each dollar or valuation for the municipal separate school district as shown upon the assessment rolls of said City, being fixed, imposed levied as follows, to wit:

TAX LEVY FOR FISCAL YEAR 2026-2027
CITY OF HATTIESBURG

For General Revenue Purposes and General Improvements:	
General Fund	
Section 27-39-307, Code of 1972	43.83 Mills
For Parks and Recreation Purposes:	
Parks and Recreation Fund	
Section 21-37-43, Code of 1972	2.00 Mills
For Library Purposes:	
Library Fund	
Section 39-3-7, Code of 1972	1.66 Mills
For Municipal Bonds and Interest:	
For General Municipal Bonds and Interest	
Section 21-33-87, Code of 1972	5.25 Mills
For Disability and Relief:	
For Police and Firemen's Disability And Relief	
Section 21-29-117, Code of 1972	1.89 Mills
For Hattiesburg Mass Transit System	
SB No. 2841-MS Legislative Session Of 1975	0.50 Mills
TOTAL EXCLUSIVE OF SCHOOLS	55.13 Mills
For School Purposes and Maintenance of Schools:	
District Maintenance	58.33 Mills
For School Bonds and Interest:	
Section 37-59-23 and	3.98 Mills
For School Notes and Certificates of Indebtness:	
37-59-107,	2.80 Mills
For Cost of Collection:	
Section 37-57-105(1)	.56 Mills
TOTAL LEVY FOR SCHOOL PURPOSES	65.67 Mills
TOTAL LEVY FOR ALL PUPOSES UPON EACH DOLLAR ASSESSED VALUATION	120.80 Mills

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 8th day of September 2026.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of September, 2026.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

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

From: **Ann Jones**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Acknowledge receipt and Approve the Hattiesburg Convention Commission's amended budget for FY 2026.**
File Number: 2026-771
Minute Book #

Summary

The Hattiesburg Convention Commission approved the amended FY 2026 Budget at the Commission's August 27th Meeting.

Recommendation Statement

I recommend acknowledging and approving the Hattiesburg Convention Commission's amended FY 2026 budget.

Please place this on the September 8, 2026 City Council meeting for consideration.

HATTIESBURG
CONVENTION COMMISSION

August 31, 2025

Mayor Barker & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Convention Commission. Following, you will find the proposed Hattiesburg Convention Commission's Fiscal Year 2026 Amended Budget. The Hattiesburg Convention Commission approved this FY 2026 amended budget on August 27,2026 and seeks approval of the City Council for the same. Here are the key elements.

There are minimal changes to the current FY 2026 budget you approved last September. Here are the changes…

INCOME

No changes.

EXPENSE

Debt Service – Increase of $70,000 from $1.35 million to $1.42 million. This was due to the lending bank holding additional funds as a reserve. We did not account for that last year in our original budget proposal. This reserve fund will be fully complete at the end of this fiscal year, so our debt service expenditures will be stabilized.

Staffing Costs – We did not increase staffing costs in the 2026 budget and project that staffing costs will land precisely on the budgeted amount in the approved 2026 budget. However, ANY out-of-budget expenditure can result in a finding in the annual audit (even overage of $1), so we are amending this item with an additional $150,000 to make sure that we do not have an audit finding should we cross the budget mark by any amount.

PROJECTS

Saenger Theater – Increase of $397,000 from $78,000 to $475,000. This budget amendment reflects the replacement of the HVAC unit that supplies the multi-story dressing rooms and a revamp of the buildings fire detection system. These were unexpected repairs that occurred in this fiscal year.

Hattiesburg Zoo – As we have noted before, projects in development often speed up or slow down due to construction time frames, but remain ongoing work of the HCC over multiple years. In this case, several projects have been underway over two or more fiscal years. The opening of the new Flamingo Exhibit was the first step in the redevelopment of the new Zoo front entrance. That work includes new fencing, ticket booths, staff offices, a gift shop and new education area, as well as a revamp of the entry sidewalks and plaza. We budgeted $725,000 but anticipate reaching almost $900,000 in construction/development costs by the end of the fiscal year. That is an increase of $175,000 in this project budget.

Warehouse Acquisition – In the past fiscal year (and prior years), the HCC budgeted to continue leasing three warehouse spaces around the city for the purpose of storing seasonal décor, upcoming museum artifacts (vehicles) and other large-scale items. During the current fiscal year, the opportunity to purchase a warehouse that would allow the consolidation of all off-site storage occurred. The HCC determined that its long-term financial best interests were better served by purchasing this warehouse and winding down the current warehouse leasing. This represents the $1.16 million unbudgeted additional costs represented in the amended budget request.

130 Front Street Contribution – Like the aforementioned purchase, the City of Hattiesburg had the opportunity to acquire downtown buildings for future use and development including the potential of creating additional tourism attractions. Upon request, the HCC agreed to participate financially in this opportunity in the amount of $483,333 for such potential development.

These are the only proposed amendments to the current fiscal year budget; all other items remain as approved. We request your approval of these amendments.

Sincerely,

FOR THE COMMISSION

Richard Taylor
Executive Director

attachment

	Hattiesburg Convention Commission Fiscal Year 2026	BUDGET	BUDGET
		FYE 2026	FYE 2026A
Classification	**Category**	**Totals**	**Totals**
Income	Special Sales Tax (2% Food & Beverage Tax Revenue)	**$ 7,327,924**	**$ 7,327,924**
	Attractions Revenue (Ticketing, Special Events, Sponsorships, Retail, Etc.)	**$ 8,033,101**	**$ 8,033,101**
	F&B Revenue	**$ 3,524,150**	**$ 3,524,150**
	Interest	**$ 115,275**	**$ 115,275**
	Estimated Total Income	**$ 19,000,450**	**$ 19,000,450**
Expenditures	**Debt Service**		
Convention Center	Principal & Interest	**$ 1,350,000**	**$ 1,420,000**
Visitors Center	**Sub-total Debt Service**		
Saenger Theater			
USO	**Facilities Operations**		
Eureka	Electricity, Natural Gas, Telecommunications, Janitorial Supplies,	**$ 4,359,298**	**$ 4,359,298**
Zoo	Safety Equipment, Training, Contracted Services, Animal Feed		
Oseola McCarty House			
Smith Drugs	**Repairs, Refurbishment, Fixed Assets**		
Pocket Museum	Refurbishment of Facilities/ Replacement of Equipment, Fixtures	**$ 665,000**	**$ 665,000**
Serengeti Springs			
The Lawn at Lake Terrace	**Insurance, Professional Services, Marketing, Talent**		
Generations Strong Wall	Trustee Fees, Insurance, Surety Bonds, Audit, Legal Fees,	**$ 2,396,207**	**$ 2,396,207**
Moeller Military Veh. Museum	Saenger Talent Buying, Marketing, Show Production, etc.		
	Staffing Costs (including benefits)		
	Full-time + benefits, Part-time & Event Based Staff	**$ 8,750,880**	**$ 8,900,880**
	Sub-total Estimated Expenditures	**$ 17,521,385**	**$ 17,741,385**
	RESERVE FUND	**$ 3,000,000**	**$ 2,500,000**
Project Funding	**Est. Project Funds On Hand**	**$ 1,546,879**	**$ 4,745,503**
Project Expenses			
	Sixth Street Museum District Development	$ 365,000	$ 365,000
	Lake Terrace Convention Center and Lawn Improvements	$ 350,000	$ 350,000
	Saenger Theater, Annex, Alley Improvements	$ 78,000	$ 475,000
	Hattiesburg Zoo Expansion/ Development	$ 725,000	$ 900,000
	Warehouse Acquisition	$ 0	$ 1,160,000
	City of Hattiesburg Partnership- 130 Front Contribution	$ 0	$ 483,333
	Estimated Residual	**$ 28,879**	**$ 1,012,170**

Memorandum

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

From:

cc:

Date: **Tuesday, September 8, 2026**

Re: **Acknowledge receipt and Approve the Hattiesburg Convention Commission's proposed 2027 budget.**
File Number: 2026-769
Minute Book # MB 2023-449-450

Summary

Recommendation Statement

Please place this on the September 8, 2026 City Council meeting for consideration.

Memorandum

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

From: **Sylvester London, Division Manager**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, September 8, 2026**

Re: **Acknowledge receipt of the Two-Quote Docket.**
File Number: 2026-759
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of July 25, 2026 through August 28, 2026, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) if the Mississippi Code

Recommendation Statement

Attached is the unadvertised bid docket for the period of July 25, 2026 through August 28, 2026, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgment in the minutes of the City Council. Should there be any questions, please feel free to contact my office.

Please place this on the September 8, 2026 City Council meeting for consideration.

	A	B	C	D
1	SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
2				
3	GRADY CRAWFORD CONSTRUCTION CO	2604418	$ 31,050.00	CITY WIDE WATER SERVICE LINE REPLACEMENT
4	JW CHAIN CONTRACTORS LLC		$ 42,750.00	
5				
6	GABLE ROOFING LLC	2604444	$ 49,680.00	EMPLOYEE CLINIC ROOF REPLACEMENT
7	R & R ROOFING AND SHEET METAL		$ 54,750.00	
8				
9	B & C RILEY TREE SERVICES	2604454	$ 5,800.00	EMERGENCY TAKE DOWN OF TREES
10	DAYON TREE SERVICES INC		$ 6,850.00	
11	BNR INVESTMENTS		$ 8,500.00	
12				
13	EDDIE PEARSON ROOFING LLC	2604462	$ 22,734.10	REPLACE ROOF AT 601 EAST PINE STREET
14	GABLE ROOFING		$ 22,839.30	
15				
16	DOSSETT GMC CADILLAC	2604545	$ 74,900.00	2026 GMC YUKON - BLACK
17	STAN KING GM SUPERSTORE		$ 76,937.00	
18				
19	GILKEY ELECTRIC SUPPLY CO INC	2604559	$ 54,138.00	POLES FOR STRING LIGHTS - WALNUT AND FORREST AVE
20	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		$ 60,858.00	

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2604418

ITEM CITY WIDE WATER SERVICE LINE REPLACEMENT

BID #1

WINNING GRADY CRAWFORD CONSTRUCTION CO

BID AMOUNT $31,050.00

BID #2

COMPANY JW CHAIN CONTRACTORS LLC

BID

AMOUNT $42,750.00

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02604418**

Purchase Order Date **08/18/2026**

Department **INFRA IMPROVE INTRNT SALES TAX**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 2915
GRADY CRAWFORD CONSTRUCTION CO.
12290 GREENWELL SPRINGS ROAD
BATON ROUGE, LA 70821

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JTB@GRADYCRAWFORD.COM	2915	2603889	Archie Brewton	

NOTES

TWO QUOTE- CITY WIDE WATER SERVICE LINE REPLACEMEN

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE- CITY WIDE WATER SERVICE LINE REPLACEMENT	1.0000	EACH	$31,050.0000	$31,050.00
	GL #: 097201 - 723099 $31,050.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price $31,050.00

Purchase Order Total $31,050.00

This is a request to supply a lump sum cost for providing material, equipment, and labor to replace the water service line from the City of Hattiesburg main line to the water meter. Service line addresses listed below. Vendor shall be responsible for all underground utility locate calls and repairs to any landscape or sod damaged during the installation.

Request: July 30, 2026
Bid Due: August 13, 2026

Service line addresses to be replaced:

923 Main St.
456 West 4th St.
1410 Main St.
59 Timberton Dr.
1010 AdelineSt.
1301 AdelineSt.
3202 Fernway Dr.
1402 Mamie St.
805 Longstreet
719 North 19th Ave
414 S. 12th Ave.
410 S. 15th Ave.

Proposed Start Date: __2 Weeks after award_____ Proposed Completion Date: ___20 working days weather permitting_____

Lump Sum Bid: _$31,050.00

Authorized Signature: _____ Company: Grady Crawford Construction Co.,Inc. of Baton Rouge_

RECEIVED
AUG 13 2026
AWARDED

This is a request to supply a lump sum cost for providing material, equipment, and labor to replace the water service line from the City of Hattiesburg main line to the water meter. Service line addresses listed below. Vendor shall be responsible for all underground utility locate calls and repairs to any landscape or sod damaged during the installation.

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1010 AdelineSt.
1301 AdelineSt.
3202 Fernway Dr.
1402 Mamie St.
805 Longstreet
719 North 19th Ave
414 S. 12th Ave.
410 S. 15th Ave.

Proposed Start Date: 8/18/2026 Proposed CompletionDate: 9/02/2026

Lump Sum Bid: $42,750.00

Authorized Signature: Paul Jones Jr. Company: JW Chain Contractors LLC

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2604418

ITEM CITY WIDE WATER SERVICE LINE REPLACEMENT

BID #1

WINNING GRADY CRAWFORD CONSTRUCTION CO

BID AMOUNT $31,050.00

BID #2

COMPANY JW CHAIN CONTRACTORS LLC

BID

AMOUNT $42,750.00

BID #3

COMPANY

BID AMOUNT

BID #4

COMPANY

BID

AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2604444

ITEM EMPLOYEE CLINIC ROOF REPLACEMENT

BID #1

WINNING GABLE ROOFING LLC

BID AMOUNT $49,680.00

BID #2

COMPANY R & R ROOFING AND SHEET METAL

BID

AMOUNT $54,750.00

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02604444**

Purchase Order Date **08/19/2026**

Department **ENGINEERING**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

Vendor 52497
GABLE ROOFING, LLC
104 TITUS BLVD
HATTIESBURG, MS 39402

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	CALEB@GABLEROOFING.NET	52497	2603907	Sharon Waits	

NOTES

TWO-QUOTE EMPLOYEE CLINIC ROOF REPLACEMENT

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO-QUOTE REMOVE AND REPLACE ROOF OF EMPLOYEE CLINIC ON 4TH STREET AS PER ATTACHED QUOTE. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF OLD MATERIALS, SUPPLY AND INSTALLATION OF NEW MATERIALS, CLEAN UP OF WORK AREA,AND FULL SAFETY SETUP AND COMPLIANCE WITH PROPERTY REQUIREMENTS. FULL SCOPE INCLUDED IN ATTACHED QUOTE. GL #: 097201 - 723099 $49,680.00	1.0000	EACH	$49,680.0000	$49,680.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price $49,680.00

Purchase Order Total $49,680.00

AUTHORIZATION PAGE

TPO Commercial Roof System	$49,680.00	**Name:** Ann Jones **Address:** 2101 West 4th Street, Hattiesburg, MS

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

Customer Comments / Notes

Ann Jones: _____ **Date:** _____

Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc: Betsy Mercier, Director of Parks and Recreation

Date: Tuesday, August 18, 2026

Re: Approve two-quote purchase to replace the roof of the employee clinic and authorize award of bid to Gable Roofing in the amount of $49,680.00.
File Number: 2026-663
Minute Book #

Summary

Approve two-quote purchase to replace the roof of the employee clinic and authorize award of bid to Gable Roofing in the amount of $49,680.00.

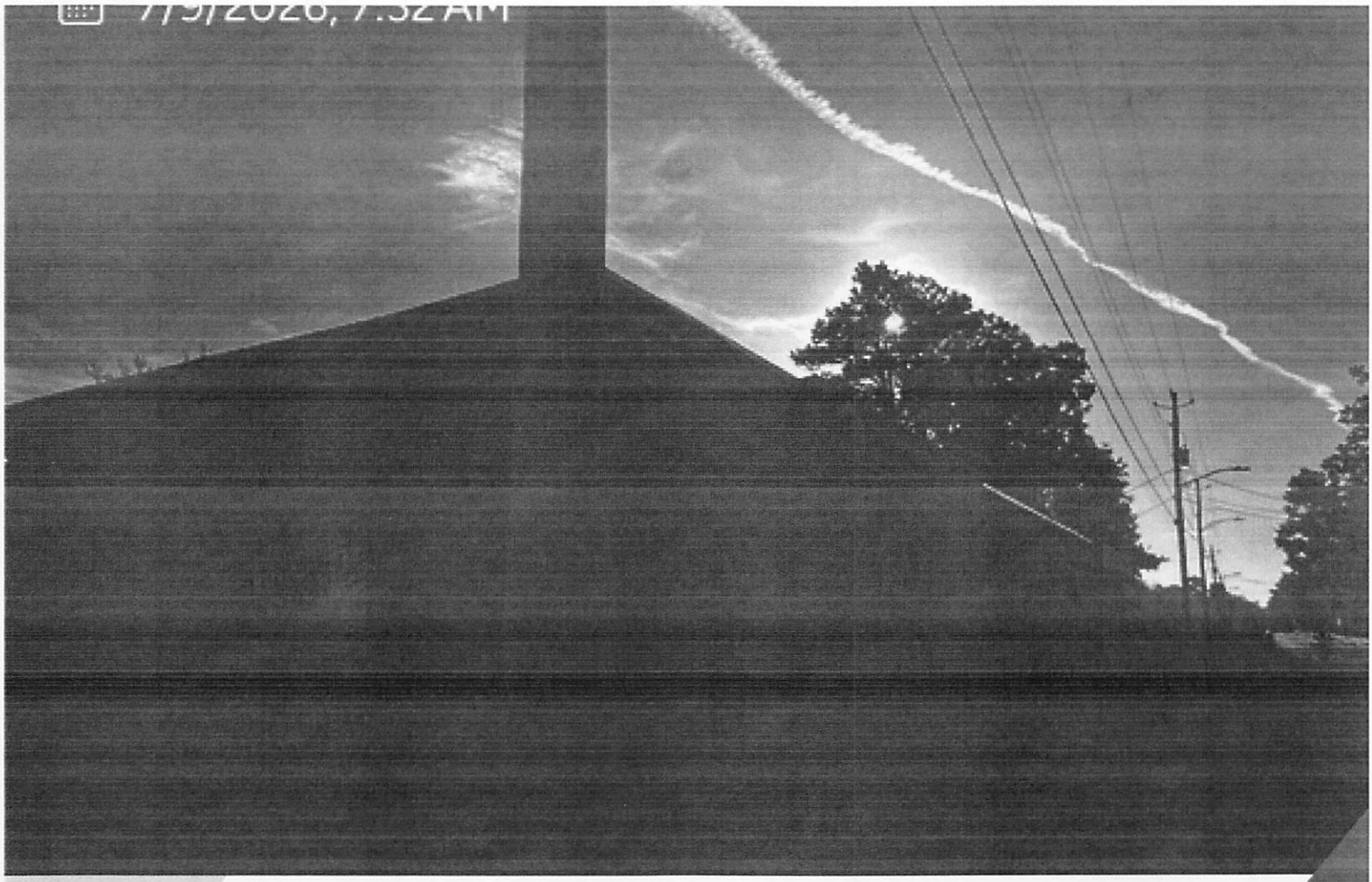
Recommendation Statement

I recommend approval of this item.

Please place this on the August 18, 2026 City Council meeting for consideration.

GABLE ROOFING

NATIONAL ROOFING CONTRACTORS ASSOCIATION MEMBER



TPO ROOF ESTIMATE

JUL 09, 2026

ANN JONES

2101 West 4th Street
Hattiesburg, MS
39401

caleb@gableroofing.net

INTRODUCTION

Hi Ann,

Thank you for considering us for the repairs to your building. Below you will find the estimate for the project, along with some optional upgrade options for potential improvements.

The estimate includes the following:

1. Removal and disposal of old materials
2. Supply and installation of new materials
3. Complete cleanup of the work area
4. Full safety setup and compliance with property requirements
5. Assigned Field Representative dedicated to your project
6. Manufacturer's audit of all completed work
7. 10 to 20-year warranty on full replacement or full coating projects

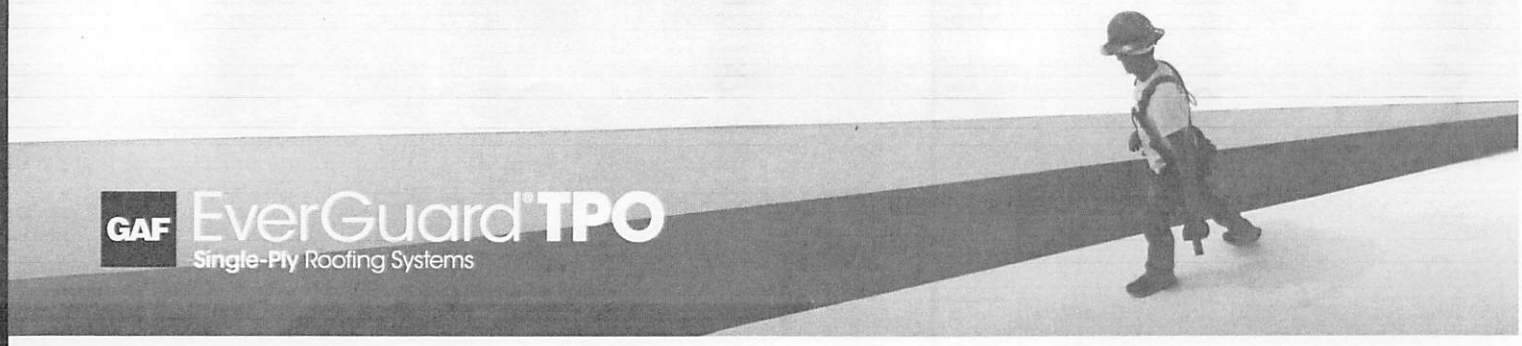
We prioritize safety and want to ensure you are not personally liable in case of any worker injuries. That's why we maintain a rigorous safety program, provide workers' compensation coverage for all employees, and carry $2 million in liability insurance.

Once the job is finished, your Field Representative, along with a qualified commercial roofing inspector from the manufacturer, will conduct a thorough quality control audit. This ensures that your project meets our strict standards and is eligible for warranty approval. Rest assured, we will also ensure that the site is left spotless.

If you have any questions, please don't hesitate to give me a call. We always strive to provide the best value to our clients. If our estimate is outside of your budget, please let me know, and we will do our best to accommodate your needs.

Kind regards,

Caleb Haynes
caleb@gableroofing.net



About **TPO** Roofing

Short for thermoplastic polyolefin, TPO is a single-ply roofing membrane that offers excellent performance and has been the most popular roofing membrane for many years. GAF EverGuard® TPO products offer a balance of long-term performance and state-of-the-art innovation designed to help tackle your specific roofing challenge.

GAF EverGuard® TPO:

- For performance you can count on, the construction of our EverGuard® TPO membrane has remained consistent for decades, during which the company has sold more than 6 billion square feet of membrane
  - A 20-plus year track record for performance
  - GAF studies of 8- to 16-year-old GAF TPO shows performance often meets current ASTM D6878-19 requirements for *new* membranes. Learn more at gaf.com/proven-performance.
- Offers flexibility, durability, UV reflectivity, and heat-sealable properties
- Is naturally fungal-resistant* and flexible without using plasticizers
- Offers cost-effective installation options
- Is supported with specialized training from GAF *Roofing It Right* videos, CARE classes, and unmatched technical support from GAF

GAF EverGuard Extreme® TPO:

- Includes an enhanced weathering package that allows GAF to offer a guarantee of up to 35 years†, the longest in the industry
- Great for high-heat and solar applications

GAF EverGuard® Fleece-Back TPO:

- Factory-applied polyester fleece lets you offer the proven performance of EverGuard® TPO, while increasing system durability
- Provides enhanced puncture resistance against foot traffic, hail, and other impacts‡
- Great for recovers as it does not require a slip sheet and helps reduce labor when installed over a variety of existing roof systems

GAF EverGuard® SA (self-adhered) TPO:

- Ready to install direct from the factory
- All the benefits of EverGuard® TPO, plus easier installation
- Can be installed in temperatures down to 20°F

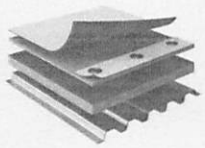
Colors: While standard color options are listed for TPO membranes in this catalog, you can customize your membrane leveraging the industry's largest selection of color options. See Page 19 for more information.

Find out more. In the field for more than 25 years, it's no wonder TPO currently accounts for more than 50% of single-ply roofs being installed today.

* Meets ASTM G21. GAF warranties and guarantees do not provide coverage against fungi or other biological growth. Refer to gaf.com for more information on warranty and guarantee coverage and restrictions.
† Additional requirements apply. Contact GAF for more information.
‡ GAF warranties and guarantees do not provide coverage against hail except where additional puncture resistance coverage is purchased on eligible jobs. Refer to gaf.com for more information on warranty and guarantee coverage and restrictions

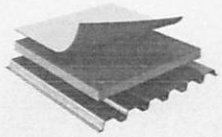
TPO can be installed using a wide variety of installation methods to suit application needs, desired wind uplift and increased puncture resistance, or economical/quick installation. Typical assemblies include:

Mechanically Attached Smooth TPO
with Drill-Tec™ Fasteners



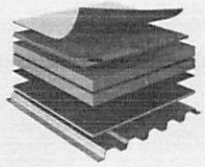
After attaching insulation to the deck, attach the TPO to the deck at the seam, then weld. It's one of the fastest installation methods, with the widest application temperature range, and qualifies for a 30-year warranty.* Ideal for many office buildings.

GAF Quick Spray Adhesive Smooth TPO



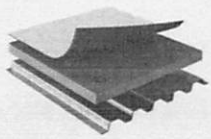
Adhesive is sprayed uniformly on the substrate and membrane underside. When the adhesive dries to a tacky feel, roll out the membrane and apply pressure. One of the fastest installation methods, with excellent finished look and high wind uplift resistance. Qualifies for up to a 35-year guarantee* when using EverGuard Extreme® 80 mil TPO.

Adhered Smooth TPO
with Traditional Bonding Adhesive



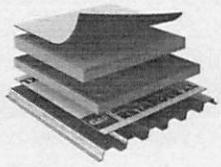
After attaching insulation to the deck, roll adhesive on both the substrate and the membrane and allow to flash off. Weld the membrane at the seams and broom in. This installation method offers a uniform, smooth appearance, minimizes thermal drift, and acts as a vapor barrier. Ideal for warm and windy environments. Adhered installations can qualify for a longer guarantee* duration than mechanically attached installations.

Induction-welded with Smooth TPO



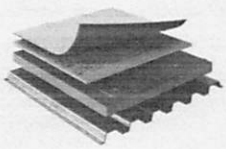
Induction-weld the membrane to plates secured to the insulation layer, then heat-weld the seams. With quick dry-in, no cure time, fumes, or mess, it offers a fast and easy installation in the widest temperature range. Qualifies for up to a 30-year guarantee.* Ideal for office buildings.

EverGuard® SA (Self-Adhered) TPO



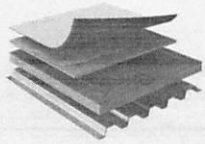
Ready to install straight from the factory, this self-adhered roof membrane can help save time and labor, and can be installed at temps down to 20°F. Seam-weld as usual. Ideal for occupied buildings where solvent odors are a concern. Qualifies for up to a 25 year guarantee.*

Adhered Fleece-back TPO
with Low-rise Foam



Apply adhesive in a spatter pattern, apply the membrane, weld the seams, and smooth with a weighted roller. This membrane installation method is up to 50% faster than installation of smooth membrane with traditional solvent-based bonding adhesive, increasing productivity, requires no expensive equipment, and the fleece backing offers additional puncture resistance.† Qualifies for up to a 35-year guarantee.* Ideal for most environments.

Adhered Fleece-back TPO
with WB181 Wet Lay-in (WB = Water-Based)



Apply adhesive directly to the deck, and roll the TPO membrane into the adhesive while still wet. Weld the seams and broom in. This installation method is faster than traditional solvent-based bonding adhesives, helps reduce labor, offers a uniform appearance, minimizes thermal drift, acts as a vapor barrier, and qualifies for up to a 35-year guarantee.* Fleece backing offers increased puncture resistance.† Ideal for all climates.

* Additional requirements apply. Contact GAF for more information. See GAF warranty guidelines for details.
† GAF warranties and guarantees do not provide coverage against hail except where additional puncture resistance coverage is purchased on eligible jobs. Refer to gaf.com for more information on warranty and guarantee coverage and restrictions.

INSPECTION

A. Definitions

A.1. "Customer" is identified on the first page and by signature on this contract and defined as the entity or individual who has engaged the Contractor to perform the specified work. This party is responsible for providing access to the site, utility connections, timely decisions, and payments as outlined in the contract.

A.2. Contractor is identified on the first page by letterhead and the entity or individual performing the labor and related services as described in the Scope of Work. The Contractor is responsible for completing the work in a professional and timely manner, adhering to safety laws, and meeting quality standards.

A.3. "Change Order" means a description of changes in the Work, and any increase or decrease in the Contract Price and extension or reduction of Contract Time resulting from such changes, that has been signed by Customer and Contractor.

A.4. "Claim" means a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Construction Documents, and also includes other disputes and matters in question between Customer and Contractor arising out of or relating to the Construction Documents.

A.5. "Concealed Conditions" means physical conditions in existence on the Effective Date located beneath the surface of the ground, or concealed or unknown conditions in an existing structure that Contractor could not have discovered by the exercise of reasonable diligence.

A.6. "Excused Delay" means a delay in Contractor's performance under the terms of this Contract due to acts of God, material availability by Customer, strikes, lockouts, labor shortages, labor restrictions by any governmental authority, civil riot, floods, adverse weather conditions, unavoidable casualties, or any cause beyond the control of Contractor, a Subcontractor, or a Supplier of any tier, that could not have been avoided using reasonable diligence. "Excused Delay" does not include delay resulting from negligence, default, or any condition not constituting an Excused Delay.

A.7. "Improvements" means the buildings, structures, landscaping, and other improvements to be constructed on the Property by Contractor according to Construction Documents.

A.8. "Property" means the real property described in Exhibit A.

A.9. "Substantial Completion" or "Substantially Complete" means that the Improvements have reached the stage at which only minor or cosmetic Work remains to be completed.

A.10. "Work" means the labor, coordination, management, equipment, and other resources and services required to construct the Project.

Terms not defined in this Contract or in the other Construction Documents have the meanings ascribed to them by common usage.

B. Construction Documents

B.1. *Construction Documents.* This Commercial Construction Contract between Customer and Contractor consists of the following Construction Documents:

Scope of Work attached as **Exhibit B**.

C. The Work

C.1. *Work.* Contractor will furnish all Work necessary to construct the Project as stated in, or reasonably inferable from, the Construction Documents.

C.2. *Reporting Discovered Nonconformity.* Contractor will report to Customer Rep any errors or omissions detected in the Contract before the Effective Date and will promptly report to Customer Rep any errors or omissions detected after the Effective Date. Adjustments in this Contract Time and Contract Price may be made by Change Order resulting from errors or omissions that were detected and timely reported to Customer Rep.

C.3. *Reporting Concealed Conditions.* Contractor will promptly notify Customer Rep if Contractor encounters Concealed Conditions. Contractor will provide Customer with an estimate of any additional

I acknowledge that I have read and understand this page. Initials: _____

costs and impact to the Construction Schedule resulting from the Concealed Conditions. Contractor and Customer will execute a Change Order for any agreed-on changes to the Work.

D. Contractor Obligations. Contractor agrees to perform its obligations under the Construction Documents, including the following:

D.1. Work. Perform the Work in a good and workmanlike manner, free from defects in labor, and in accordance with the Construction Documents and Applicable Law.

D.2. Cooperation. Cooperate with any contractor or supplier engaged by Customer to perform Work at the Project Site to minimize delay and disruption of the Project.

E. Customer Obligations. Customer agrees to perform its obligations under the Construction Documents, including the following:

E.1. Access. Provide Contractor with timely access to the Project Site.

E.2. Utility Connections. Provide utility connections necessary for the Work to the Property line, unless utility extension is part of the Work.

E.3. Supervision of Customer Rep. Require Customer Rep to respond to submissions, including shop drawings, Draw Requests, and requests for clarification, in a timely manner so as not to cause undue delay to the Project.

E.4. Timely Decisions. Make decisions on Allowances, changes, selections, and other decisions in a timely manner so as not to cause undue delay.

E.5. Timely Payments. Make timely payments of amounts owed to Contractor in accordance with Section J.

E.6. Cooperation. Require third-party contractors and vendors performing Work at the Project Site to cooperate with Contractor and to be liable for damages caused to Contractor's Work.

F. Contract Price

F.1. Determination. The Contract Price is Shown on **Page #**.

F.2. Included in Contract Price. The Contract Price includes all costs of the Work ("Costs of Construction").

G. Contract Time

G.1. Construction Schedule. Contractor may prepare and submit to the Customer Rep for approval a Construction Schedule, detailing how Substantial Completion will be achieved by the Substantial Completion Date. Contractor may periodically revise and resubmit the Construction Schedule to Customer Rep upon change orders, Excused Delays, or other events that cause the critical path the Substantial Completion Date to change.

H. Subcontracts

H.1. Subcontracting. Contractor may subcontract all or any part of the Work.

I. [Intentionally Omitted]

J. Payment

J.1. Down Payment, Progress Draws, and Final Payment. The Contract Price is payable through the Down Payment, Progress Draws, and Final Payment as described in this section. Customer will pay fifty percent (50%) of the Contract Price before commencement of the Work (the "Down Payment").

J.2. Progress Payments. On or before the seventh day after the commencement of Construction (the "Draw Date"), when Work is not completed, Contractor will assemble and present to Customer Rep a Draw Request for payment for conforming Work performed since the previous Draw Date.

J.3. Payment of Undisputed Items. Customer Rep will review the Draw Request and advise Customer whether to pay it in full or in part. Contractor will promptly provide any additional documentation reasonably requested and answer any questions on the Draw Request. Customer Rep will prompt notify Contractor of any disputed items in the Draw Request. Customer will have seven days after the later of (a) the Draw Date or (b) the date that Customer Rep received the Draw Request and required documentation, to pay undisputed items. Undisputed items not paid when due will bear interest until paid at the raid specified in the Mississippi Code 1972, Title 87 Chapter 7.

I acknowledge that I have read and understand this page. Initials: _____

J.4. Claims Payment Disputes. Either party may make a Claim in connection with a payment dispute.

J.5. Final Payment. Final payment will be made as follows

a. *Final Draw.* Upon notice from Contractor to Customer that the Work has been completed, Contractor will submit a Final Draw Request. The amount of the final draw ("Final Payment") will be the balance of the Contract Price and change orders after deducting previous payments to Contractor.

J.6. Date of Final Payment. The Final Payment, is due upon Contractor's notice to Customer of completion. A failure to make payment a period in excess of seven days from the due date shall be deemed a material breach of this contract. If payment is not made when due, Contractor may charge Customer interest on the remaining balance at a rate of 5% per month beginning the 7th date past due.

K. Change Orders and Required Changes

K.1. Contract Price and Contract Time. Customer, without invalidating the Contract, may order changes in the Work. All changes must be made by written Change Order, signed by Customer and Contractor, that states the adjustment in the Contract Price and the Contract Time.

L. Claims

L.1. Contractor's Claims. Contractor's Claims for extensions of time or changes to the Contract Price must be submitted to Customer Rep in writing within seven days after the date when the events giving rise to the Claim occurred. Within fourteen days after the submission of such Claim, Contractor will furnish Customer Rep with Contractor's calculations of additional time needed to complete the Work and, if applicable, the anticipated increase to the Costs of Construction and documentation supporting Contractor's Claim. Contractor will furnish additional information in support of such Claims as reasonably required by Customer or Customer Rep. Contractor will proceed with the Work during the pendency of any such Claims.

L.2. Customer Claims. Customer agrees to notify Contractor by email at office@gableroofing.net or by certified mail of any Claim, including Claims for Unexcused Delays and defects in the Work, within five Business Days after Customer becomes aware of the basis for the Claim.

L.3. Mediation. If the dispute is not resolved by the Parties on their own, either party may request mediation of the dispute using a neutral mediator to be agreed on by the parties.

L.4. Litigation. If a resolution is not reached through mediation, either party may pursue litigation.

M. Material Breach

M.1. Customer's Default. Each of the following constitutes a material breach of this Contract by Customer:

a. *Time Defaults.* Failure to timely render of otherwise furnish materials, responses, decisions, or selections according to the Construction Documents.

b. *Payment Defaults.* Failure to comply with Customer's payment obligations under this Contract Payment Schedule.

c. *Substantial Breach.* Substantial breach of any of Customer's obligations under this Contract.

d. *Non-Payment on Other Projects.* Failure to pay outstanding invoices on other projects with Contractor after written notice and a seven-day eure period shall constitute a material breach of this Contract. Contractor may suspend Work until such invoices are paid in full, and any delays resulting from this shall extend the Contract Time accordingly.

M.2. Contractor's Default. Each of the following constitutes a material breach of this Contract by Contractor:

a. *Work Commencement Default.* Failure by Contractor to commend the Work in accordance with the provisions of this Contract.

b. *Work Prosecution Default.* Failure by Contractor to prosecute the Work to completion in a diligent, efficient, timely, workmanlike, skillful, and careful manner and in strict accordance with the provisions of this Contract.

c. *Performance Defaults.* Contractor's persistent failure to perform any of its material obligations under the Contract.

I acknowledge that I have read and understand this page. Initials: _____

N. Remedies

N.1. Customer Remedies

a. *Customer Cure.* If Contractor is in default and does not within then Business Days after receipt of Customer's or Customer Rep's written notice to commence and continue diligent, continuous effort to correct the default, Customer may cure such default and withhold payment from Contractor for the reasonable cost and expenses incurred for Customer's cure.

N.2. Contractor Remedies. Contractor will give written notice to Customer or Customer Rep if Customer is in material breach of Customer obligations under the Construction Documents. The notice will state the specific items of Customer default and notify Customer that Customer must cure the items within ten Business Days of receipt of the notice or Contractor may suspend Work until Customer's material breach is cured or corrected. Contractor may terminate the Contract in accordance with N.3. if suspension of the Work by Contractor under this section continues without Customer cure for thirty or more days.

N.3. Termination. If one party defaults and the default is not cured by exercise of the remedies specified in paragraph N.1. or N.2., upon an additional ten Business Days' prior written notice specifically describing the default, and provided the defaulting party has not commenced diligent, good-faith, continuous, and effective action to cure the default within the ten-day period, this Contract may be terminated by an additional written notice from the non-defaulting party to the defaulting party.

a. *Damages to Contractor.* If termination resulted from an act of default of Customer, Customer will pay to Contractor, within thirty days after written notice from Contractor, an amount equal to all amounts due and owing for the Work performed in accordance with the Construction Documents at the time of the termination, plus 10 percent of the remaining Contract Price to compensate Contractor for the lost profit.

b. *Damages to Customer.* If termination is resulted from an act of default of Contractor, Customer may:

i. *Costs to Complete.* Finish the Work as expeditiously as reasonably possible provided the costs for completion and correction of the Work are reasonable and necessary. If requested, Customer will furnish Contractor a statement of costs in correcting and completing the Work, along with reasonable documentation of such costs. If Customer terminates according to this paragraph, no further payments will be due Contractor until final completion is reached. If, at that time, Customer's costs to complete and correct Work exceed the unpaid balance of the Contract Price, Contractor will pay the difference to Customer upon written demand.

N.4. Excused Delay. If it is determined that Contractor has been delayed by an Excused Delay, the time to complete the Work will be extended by one day for each day of an Excused Delay, unless the delay is due to acts of Customer constituting unreasonable interference with Contractor's ability to perform the Work that continues after notice of the interference is given by the Contractor.

O. Customer's Right to Terminate with Notice.

Customer has the right to terminate this Contract by giving Contractor thirty days' prior written notice of termination. Upon such termination, Contractor will be entitled to payment as described in subparagraph N.3.a.

P. Warranties

P.1. Express Warranty. Contractor warrants to Customer that labor, and equipment furnished under the Contract will be new and of high quality and will be free from defects and that all Work will be performed in a good and workmanlike manner and will conform to the Construction Documents. Work will be considered defective if it does not conform to the Construction Documents.

P.2. Guaranty. Contractor agrees, at is own expense, to replace or repair any faulty workmanship within 5 year(s) from the day of Final Completion. Customer must give notice of the defect at office@gableroofing.net within this 5-year period, and Contractor has up to six months to correct the defect.

Q. Safety

Q.1. Compliance with Applicable Laws. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss.

R. Limitation of Liability and Indemnity

I acknowledge that I have read and understand this page. Initials: _____

R.1. LIMITATION OF LIABILITY.

By signing this agreement, Customer acknowledges that the Contract Sum paid to Contractor is nominal given the risk of liability associated with performing the Work if liability could not be limited. Customer acknowledges that without the ability to limit liability, the Contractor would be forced to charge Customer much more than the Contract Sum for the Work. Customer acknowledges being given the opportunity to have this agreement reviewed by counsel of his or her own choosing and further acknowledges the opportunity of hiring a different contractor to perform the Work. By signing this agreement, Customer agrees to liability being limited to the amount of the Contract Sum paid by the Customer.

R.2. ***INDEMNITY.*** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "INDEMNITIEES") FROM ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, AND EXPENSES WHATSOEVER, INCLUDING ATTORNEY'S FEES, CONNECTED WITH PERFORMANCE OF THIS CONTRACT OR THE CONSTRUCTION CONTEMPLATED BY OR RELATED TO THIS CONTRACT TO THE EXTENT CAUSED BY THE BREACH OF CONTRACT, NEGLIGENCE, OR OTHER ACT OF OMISSION OF CUSTOMER, ITS OTHER CONTRACTORS, SUBCONTRACTORS, SUB-SUBCONTRACTORS OF ANY TIER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, BUT NOT TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE ACT OR OMISSION, INCLUDING NEGLIGENCE, OF AN INDEMNITEE.

S. Mississippi law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Mississippi law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable.

T. Miscellaneous

T.1. Effect of Invalid Provision. Should any clause in this Contract be found invalid by a court of law, the remainder of the Contract shall not be affected thereby, and all other provisions of this Contract shall remain valid and enforceable.

T.2. Entire Agreement; Modification. The Construction Documents contain the entire agreement between the parties for the construction of the Project and cannot be modified except by written Change Order or modification.

T.3. Nonassignment. This Contract shall not be assigned by Contractor without the written consent of Customer. This limitation shall not apply to Contractor's right to retain Subcontractors for the prosecution of portions of the Work in the normal course of its construction business.

T.4. Execution of Other Documents; Further Action. Each party shall, on demand, execute or obtain such other documents or instruments and corrective filings or instruments and use all commercially reasonable efforts to do or cause such other things as may be reasonably necessary or desirable to effect the provisions and purposes of this Contract.

T.5. Fees and Expenses of Actions. If any litigation (an "Action") is commenced, including an Action for declaratory relief, to enforce or interpret the terms of this Contract, or any document or instrument executed in connection with or pursuant to this Contract, or involving any controversy or Claim between or among the parties to this Contract, whether sounding in contract, tort, or statute, whether through arbitration, probate, bankruptcy, receivership, or other judicial or administrative proceeding, the prevailing party in such Action (the "Prevailing Party") shall be entitled to recover reasonable attorney's fees and costs, and other expenses, costs, and necessary disbursements incurred by the Prevailing Party in the investigation, preparation, pursuit, or defense of any claim asserted by any party in such Action in addition to any other relief to which the Prevailing Party may be otherwise entitled, at law or hereunder, in the amount determined by the fact finder(s) or the court.

T.6. Gender and Number. Unless otherwise required by context, the genders shall include each other and the singular shall include the plural and the plural the singular.

T.7. Headings. Headings, tables of contents, captions, titles, and marginal notations are for convenience only and shall not limit or restrict the

I acknowledge that I have read and understand this page. Initials: _____

interpretation or construction of the passage(s) to which such headings, tables of contents, captions, titles, and notations may relate.

T.8. Notices. Any notice to be given or to be served on any party hereto, in connection with this instrument, must be in writing and may be given in person or by courier, overnight delivery service, e-mail, or certified or registered mail. Such notice shall be deemed to have been given and received when actually received, in the case of hand delivery, overnight delivery service, or express mail; when a certified or registered letter containing such notice, properly address, with postage prepaid, is deposited in the United States mail and, if given by e-mail, when received by the party to whom it is addressed. Notice shall be given to Customer, Customer Rep, and Contractor at the addresses set forth at the beginning of this Contract. Any party hereto may at any time by giving five days' written notice to the other party hereto designate any other address, phone number, or e-mail address in substitution of the address, phone number, or e-mail address set forth at the beginning of this Contract to which such notice shall be given. Customer Rep must be copied on any notice given to Customer.

T.9. Schedules, Addenda, Exhibits, and Attachments. Any schedules, addenda, exhibits, and attachments and other documents or items identified as being attached hereto (the "Exhibits") shall be a part of this Contract for all purposes. Exhibits may be changed from time to time as the parties may agree. When Exhibits are changed, they shall be redrafted in accordance with agreed changes, dated as of the effective date of such changes, and signed by the parties. Copies of changed Exhibits shall become a part of this Contract for all purposes. An Exhibit that has been changed shall cease to be a part of this Contract, and the most recently dated Exhibit, signed by all parties, shall govern.

T.10. Third-Party Beneficiaries; None Created. Nothing expressed or implied in this Contract is intended to confer, nor shall anything herein confer, on any person other than the parties hereto and the respective successors or assigns of the parties hereto, any rights, remedies, obligations, or liabilities whatsoever.

T.11. Waiver. No waiver of any term of this Contract shall be valid unless it is in writing and signed by both parties. The failure of any party at any time or times require performance of any provision hereof shall in no manner affect the right to enforce the provision. No waiver by any party of any condition contained in this Contract, or of the breach of any term, provision, representation, warranty, or covenant contained in this Contract, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or as a waiver of any other condition or of the breach of any other term, provision, representation, warranty, or covenant.

T.12. Independent Contractor. Contractor occupies the status of an independent contractor, as that term is defined in the construction industry.

I acknowledge that I have read and understand this page. Initials: _____

GABLE ROOFING

5-YEAR LIMITED

WARRANTY

At Gable Roofing, LLC, we take pride in the quality of our work. Our workmanship warranty guarantees that any defects or issues arising from improper install will be promptly addressed at no additional cost to you. This warranty covers labor and materials associated with the installation of your roof, ensuring your roofing system is installed correctly and will perform as expected.

In the event of roof leakage caused by an installation issue, please notify Gable Roofing, LLC immediately and we will repair the affected area of the roof at no cost. Additionally, if interior damage occurs as a result of the leak, we will make the necessary repairs to the impacted areas within the property.

What's Covered:

- Defects or failures resulting from improper installation of roofing materials.
- Issues caused by errors in workmanship within five (5) years from the date of installation.

What's Not Covered:

- Damage caused by external factors like severe weather, accidents, or normal wear & tear.
- Material defects (covered instead by manufacturer warranty)
- Homeowner negligence--damage resulting from improper maintenance (it is advised to maintain a clean roof. Do not let pine straw and leaves build up in the valleys. This can cause damage to your roof over time).
- Issues caused by third party contractors or repairs attempted by anyone outside of Gable Roofing, LLC.

R&R ROOFING
AND SHEET METAL

PROPOSAL / CONTRACT

8-4-2026
R&R Roofing Inc.
25 Sunflower Road Foxworth, MS 39483
(601) 736-6886 OFFICE

Project: City of Hattiesburg Parks and Recreation
Employe Clinic
4th Street
Hattiesburg, MS

Dear Sir:
We have prepared the following proposal for your consideration; the scope of the work is as follows:

1) Remove the existing metal roof in its entirety
2) Mechanically attach (2) layers of 2.2" Poly Iso Insulation to the existing deck (R-25 insulation thickness to meet energy code requirements)
3) Furnish and install mew wood nailers to match the new insulation thickness
4) Over the newly installed insulation system install a fully adhered 60 mil TPO roof system
5) Flash all penetrations and perimeters according to the manufacture's specifications
6) Fabricate and install new gutters, down spouts, and eve metals using 24-gage Kynar finished metals
7) Remove all debris generated by our work upon completion
8) Furnish the owner with a (2) year workmanship warranty and a (20) year NDL warrant from the manufacture of the new roof system

We Hereby Propose to furnish labor and material complete in accordance with the above scope of work, for the sum of: **$54,750.00**

Notes: * General Liability and workman's compensation insurance **are included**

- Sales tax **is included**
- R&R Roofing Inc. reserves the right to withdraw this proposal if not accepted within thirty (30) days
- Dumpster and lift fees are included in this proposal
- • Material pricing is good for 60 days.
- • If material price increase between the date of this proposal and time the work is to be performed, the amount of this proposal/ contract may be corrected to reflect any additional cost to obtain the materials

Exclusions:

1) City/ county permits or fees.

2) Electrical. Mechanical, or structural work.
3) Painting
4) Deteriorated decking
5) Anything not listed in our scope of work

Acceptance of proposal By signing below, the above prices, specifications, and conditions are satisfactory and are herby accepted by me a true financial officer to make financial obligations on behalf of my employer. You are authorized to do the work as specified. Payments will be made within 30 days of invoice, if contract amount exceeds $99,000.00 50% of the contract amount will be expected upon delivery of materials.
Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strike, accidents, or delays beyond our control. **Owner shall carry fire, tornado, and builders risk insurance.**

Date accepted: _____

R&R Sheet Metal, Inc. Authorized Signature: **Eli Rowell**

Customer's Signature: _____

CITY OF HATTIESBURG
INVITATION TO SUBMIT TWO-QUOTE BID
City of Hattiesburg Employee Clinic Roof Replacement Project
BID DEADLINE: Friday, July 17, 2026 at 5:00 p.m.

SUBMITTAL INFORMATION
PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

Quotes may be submitted by one of the following methods:
Mail
City of Hattiesburg - Purchasing Division
P.O. Box 1898 Hattiesburg, MS 39403-1898
Email
twoquote@hattiesburgms.com
or
slondon@hattiesburgms.com
Fax
601-545-6661

NON-SUBMITTAL
If your company does not intend to submit a quotation, the City appreciates notification by mail, email, or fax.

PROJECT CONTACTS
Questions regarding this project or requests to schedule a site visit should be directed to:
Chris Crenshaw
769-299-6760
ccrenshaw@hattiesburgms.com
or
Betsy Mercier
601-325-0350
BMercier@hattiesburgms.com

PROJECT OVERVIEW
The City of Hattiesburg is requesting written quotations from qualified contractors to furnish all labor, equipment, materials, supervision, and incidentals necessary to install a new roof at the City Employee Clinic.

City of Hattiesburg Employee Clinic
2101 West 4th Street
Hattiesburg, MS

CONTRACTOR REQUIREMENTS
The successful contractor shall:

- Hold all licenses required by the State of Mississippi to perform the work described in this solicitation.
- Provide proof of General Liability Insurance and Workers' Compensation Insurance prior to beginning work.
- Verify all field measurements and existing site conditions prior to submitting a quote. Submission of a bid shall constitute acknowledgment that the contractor has reviewed the site and is satisfied with the existing conditions.
- Coordinate all work with the City's designated project representative.
- Protect adjacent buildings, utilities, sidewalks, landscaping, equipment, and other City property during construction.
- Restore any areas disturbed by construction activities to their original condition at no additional cost to the City.
- Maintain a clean worksite throughout the project and remove all debris, unused materials, and equipment upon completion.
- The City of Hattiesburg will obtain any permits required for this project.

SCOPE OF WORK

The contractor shall provide all labor, materials, equipment, and supervision necessary to complete the following work:

1. Remove the existing roofing system in its entirety down to the roof deck.
2. Mechanically attach two (2) layers of 2.2-inch Polyisocyanurate (Poly ISO) insulation to the existing deck to achieve approximately R-25 insulation value and meet applicable code requirements.
3. Install a fully adhered 60-mil TPO roofing system over the new insulation.
4. Flash all penetrations and perimeter conditions in accordance with manufacturer specifications and applicable building codes.
5. Fabricate and install new gutters, downspouts, and eave metals using 24-gauge Kynar-finished metal.
6. Provide a two (2) year workmanship warranty from the contractor.
7. Provide a twenty (20) year manufacturer warranty covering labor and materials for the roofing system.
8. Furnish all equipment necessary to complete the project, including dumpsters and lifts.
9. Remove all demolition materials and construction debris from the project site upon completion.
10. Maintain safe access around the work area and manage pedestrian or vehicle traffic as necessary during construction.

REQUIRED BID SUBMITTAL

Each bid shall include:

- Total lump sum bid price
- Price expiration date
- Estimated project start date
- Estimated project completion date
- Company name
- Authorized representative
- Authorized signature

- Date of submittal

PAYMENT TERMS
Contractor must be able to accept Purchase Order. Payment shall be made in accordance with the purchasing laws of the State of Mississippi. Payment will be issued within forty-five (45) days after receipt of a properly submitted invoice approved by the requesting department. Contractor may submit invoices for completed work in more than one draw.

We hereby propose to furnish all labor, materials, equipment, supervision, and services necessary to complete the project in accordance with these specifications.
Total Lump Sum Bid Price:
$ $ 54,750.00

Estimated Start Date: 9-14-2026

Estimated Completion Date: 9-21-2026

Company Name: R+R Sheet Metal INC.

Authorized Representative: Elijah Rowell President

Signature:

Date: 8-4-2026

London, Sylvester

From: Mercier, Betsy
Sent: Tuesday, June 30, 2026 12:06 PM
Cc: Hensarling, Sharon; twoquote; London, Sylvester; Crenshaw, Chris
Subject: City Clinic Roofing Project Invitation
Attachments: CityClinic_Roof2026BidSheet.docx

Good morning,

Please see the attached invitation to submit a quote for the City of Hattiesburg Employee Health Clinic.

Attached you will find the project specifications and bid instructions.
Bid Deadline: Friday, July 17, 2026, no later than 5:00 p.m.
Quotes may be submitted by:

- Email: twoquote@hattiesburgms.com or slondon@hattiesburgms.com
- Mail: City of Hattiesburg Purchasing Division, P.O. Box 1898, Hattiesburg, MS 39403-1898
- Fax: 601-545-6661

If you have questions regarding the project or would like to schedule a site visit, please contact:
Chris Crenshaw
769-299-6760
ccrenshaw@hattiesburgms.com
or
Betsy Mercier
601-325-0350
BMercier@hattiesburgms.com

We appreciate your consideration and look forward to receiving your proposal. If your company does not intend to submit a quote, we would appreciate a brief reply so we may update our records!

Betsy Mercier
Director, Parks and Recreation
City of Hattiesburg

CITY OF HATTIESBURG
INVITATION TO SUBMIT TWO-QUOTE BID
City of Hattiesburg Employee Clinic Roof Replacement Project
BID DEADLINE: Friday, July 17, 2026 at 5:00 p.m.

SUBMITTAL INFORMATION
PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

Quotes may be submitted by one of the following methods:
Mail
City of Hattiesburg - Purchasing Division
P.O. Box 1898 Hattiesburg, MS 39403-1898
Email
twoquote@hattiesburgms.com
or
slondon@hattiesburgms.com
Fax
601-545-6661

NON-SUBMITTAL
If your company does not intend to submit a quotation, the City appreciates notification by mail, email, or fax.

PROJECT CONTACTS
Questions regarding this project or requests to schedule a site visit should be directed to:
Chris Crenshaw
769-299-6760
ccrenshaw@hattiesburgms.com
or
Betsy Mercier
601-325-0350
BMercier@hattiesburgms.com

PROJECT OVERVIEW
The City of Hattiesburg is requesting written quotations from qualified contractors to furnish all labor, equipment, materials, supervision, and incidentals necessary to install a new roof at the City Employee Clinic.

City of Hattiesburg Employee Clinic
2101 West 4th Street
Hattiesburg, MS

CONTRACTOR REQUIREMENTS

The successful contractor shall:

- Hold all licenses required by the State of Mississippi to perform the work described in this solicitation.
- Provide proof of General Liability Insurance and Workers' Compensation Insurance prior to beginning work.
- Verify all field measurements and existing site conditions prior to submitting a quote. Submission of a bid shall constitute acknowledgment that the contractor has reviewed the site and is satisfied with the existing conditions.
- Coordinate all work with the City's designated project representative.
- Protect adjacent buildings, utilities, sidewalks, landscaping, equipment, and other City property during construction.
- Restore any areas disturbed by construction activities to their original condition at no additional cost to the City.
- Maintain a clean worksite throughout the project and remove all debris, unused materials, and equipment upon completion.
- The City of Hattiesburg will obtain any permits required for this project.

SCOPE OF WORK

The contractor shall provide all labor, materials, equipment, and supervision necessary to complete the following work:

1. Remove the existing roofing system in its entirety down to the roof deck.
2. Mechanically attach two (2) layers of 2.2-inch Polyisocyanurate (Poly ISO) insulation to the existing deck to achieve approximately R-25 insulation value and meet applicable code requirements.
3. Install a fully adhered 60-mil TPO roofing system over the new insulation.
4. Flash all penetrations and perimeter conditions in accordance with manufacturer specifications and applicable building codes.
5. Fabricate and install new gutters, downspouts, and eave metals using 24-gauge Kynar-finished metal.
6. Provide a two (2) year workmanship warranty from the contractor.
7. Provide a twenty (20) year manufacturer warranty covering labor and materials for the roofing system.
8. Furnish all equipment necessary to complete the project, including dumpsters and lifts.
9. Remove all demolition materials and construction debris from the project site upon completion.
10. Maintain safe access around the work area and manage pedestrian or vehicle traffic as necessary during construction.

REQUIRED BID SUBMITTAL

Each bid shall include:

- Total lump sum bid price
- Price expiration date
- Estimated project start date
- Estimated project completion date
- Company name

- Authorized representative
- Authorized signature
- Date of submittal

PAYMENT TERMS

Contractor must be able to accept Purchase Order. Payment shall be made in accordance with the purchasing laws of the State of Mississippi. Payment will be issued within forty-five (45) days after receipt of a properly submitted invoice approved by the requesting department. Contractor may submit invoices for completed work in more than one draw.

We hereby propose to furnish all labor, materials, equipment, supervision, and services necessary to complete the project in accordance with these specifications.

Total Lump Sum Bid Price:

$_____

Estimated Start Date: _____

Estimated Completion Date: _____

Company Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2604454

ITEM EMERGENCY TAKE DOWN OF TREES

BID #1

WINNING B & C RILEY TREE SERVICES

BID
AMOUNT $5,800.00

BID #2

COMPANY DAYON TREE SERVICES INC

BID

AMOUNT $6,850.00

BID #3

COMPANY BnR INVESTMENTS

BID
AMOUNT $8,500.00

BID #4

COMPANY

BID

AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02604454**

Purchase Order Date **08/20/2026**

Department **CEMETERY**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1020
315 Conti St
Hattiesburg, MS 39401

Vendor 48257
B AND C RILEY TREE SERVICES
89 JOANN DRIVE
SUMRALL, MS 39482

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BANDCRILEYTREESERVICES@YAHOO.COM	48257	2603919	Luisa Alejo	

NOTES

TWO QUOTE - EMERGENCY TAKE DOWN OF TREES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE - EMERGENCY TAKE DOWN OF TREES AT 313 MANDALAY DR	1.0000	EACH	$5,800.0000	$5,800.00
	GL #: 001553 - 599500 $5,800.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamara Eaton
City Clerk

Total Ext. Price $5,800.00

Purchase Order Total $5,800.00

B and C Riley Tree Services

Business Number 601-606-9950

89 Joann Drive Sumrall, MS 39482

601-606-9950

bandcrileytreeservices@yahoo.com

ESTIMATI

EST037

DATE

06/23/202

TOTAL

USD $5,800.0

o

ity of Hattiesburg

13 Mandalay Dr

attiesburg

DESCRIPTION	RATE	QTY	AMOUNT
Pine Tree Removal	$5,800.00	1	$5,800.00

TOTAL USD $5,800.00

RECEIVED
AUG 20 2026
AWARDED

DAYON TREE SERVICE, INC.

389 LYNN RAY ROAD
PETAL, MS 39465-9374

Estimate

Date	Estimate #
6/30/2026	3474

Name / Address
City of Hattiesburg City Forrester/Darren 313 Mandalay Dr. Hattiesburg, MS 39401

P O #

Description	Total
Remove 3 dead pine trees, miscellaneous set up and preparation.	6,850.00

Authorized by:

Total $6,850.00

Phone #
6015834158

Web Site
www.dayontreeservice.com

BnR investments

6015207718 | bnrinvestments4u@gmail.com

RECIPIENT:

Darren Brinkley

313 Mandalay Drive
Hattiesburg, Mississippi 39402

Quote #573

Sent on	Jun 24, 2026
Total	**$8,500.00**

Product/Service	Description	Qty.	Unit Price	Total
Take down of hazardous trees	Trim limbs and small trees to gain access to 4 hazardous trees growing over top of drainage system. Trees will have to be worked down with 100' bucket truck. Once truck is finished stalks will be dropped and all debris will be removed.	1	$8,000.00	$8,000.00
Haul off	Tree debris Haul off	1	$500.00	$500.00
			Total	**$8,500.00**

This quote is valid for the next 30 days, after which values may be subject to change.

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2604462

ITEM REPLACE ROOF AT 601 EAST PINE STREET

BID #1

WINNING EDDIE PEARSON ROOFING LLC

BID AMOUNT $22,734.10

BID #2

COMPANY GABLE ROOFING

BID

AMOUNT $22,839.30

BID #3

COMPANY _____

BID AMOUNT _____

BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Fiscal Ye[redacted]

Purchase Order

Purchase Order Number [redacted]

Purchase Order Date 08/20/2026

Department INFRA IMPROVE INTRNT SALES TAX

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 2716
EDDIE PEARSON ROOFING, LLC
PO BOX 1528
HATTIESBURG, MS 39403-1528

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	BRIDGETTE@EPEARSONROOFING.COM	2716	2603933	Archie Brewton	

NOTES

TWO QUOTE- REPLACE ROOF AT 601 EAST PINE STREET

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE- REPLACE ROOF AT 601 EAST PINE STREET FN # 2026-725		1.0000	EACH	$22,734.1000	$22,734.10
	GL #: 097201 - 723099	$22,734.10				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamesa Eaton
City Clerk

Total Ext. Price $22,734.10

Purchase Order Total $22,734.10

Master Builders Solutions Ma-XX MasterSeal NP 1 is a one-component, gun-grade, non-priming, high-performance, elastomeric polyurethane sealant. It requires no mixing and typically requires no priming to bond to many materials, including concrete and masonry.	3	$8.33	$24.99
dump fee dumpster and landfill fee	1	$400.00	$400.00
Delivery and Processing Delivery and Processing Expense Advanced and Beacon	1	$150.00	$150.00
Permits for City Cost for pulling permits from the local City Hall	1	$200.00	$200.00
labor for shingle roof install Labor to tear off the roof down to the plywood and install new underlayment and shingles.	58	$190.00	$11,020.00

Quote subtotal	$21,965.31
MPC (3.5%)	$768.79
Total	$22,734.10

City of Hattiesburg: _____ **Date:** _____

P.O. Box 1528
Hattiesburg, MS

Tristan Freeman
Tristan@epearsonroofing.com

Prepared for:
City of Hattiesburg
601 E pine st
Hattiesburg, MS 39401

Jul 31, 2026

Description	Qty	Unit price	Line total
GAF Timberline® HDZ™ Shingles The same shingle you know and love, now with LayerLock™ Technology, which powers the industry's widest nail zone and first wind warranty with no maximum wind speed limitation.	160	$42.22	$6,755.20
Timbertex® Premium Ridge Cap~XX Timbertex® Premium Ridge Cap Shingles comes with below features: Accentuate the natural beauty of your newly installed architectural shingle roof (or even add dimension and depth to a strip shingle roof) Offer multi-layer protection at the highest-stress areas of your roof (The hips and ridges) Match the performance of your new roof (unlike using typical 20- or 25-year cut-up strip shingles as your ridge cap) Provide a striking and higher-quality alternative to using cut-up strip shingles as your ridge cap Advantages: Stays In Place Dura Grip™ Self-seal Adhesive seals each piece tightly and helps reduce the risk of shingle blow-off Easier to Install: Improved pre-scored design makes hand-tearing pieces easier than ever-no cutting on the roof! StainGuard® Protection: Helps ensure the beauty of your ridge cap shingles against unsightly blue-green algae	10	$71.10	$711.00

Pro-Start® Eave/Rake Starter ~X Pro-Start® Eave/Rake Starter Strip Shingles comes with below features: Made with a high-quality, properly positioned adhesive that will tightly lock your shingles in place to help prevent shingle blow-off Easy to use and install, with no cutting on the roof A cost-effective alternative to using cut-up shingles as your starter course Advantages: Safer: Perforated design eliminates cutting Looks Better: Straighter roof edges and no messy black cement dripping onto your new white edge metal Best Performance: Factory-applied Dura Grip™ Adhesive helps to lock down the roof edges at the eaves and rakes Peace Of Mind: Using starter strips at the eaves and rakes helps to prevent shingle blow off Saves You time and Labor: No more wasted time (or material) cutting your own starter strips-allows you to offer greater homeowner value Easier For Installers: At least 50% more coverage per bundle (vs. typical 3-tab strip shingles) means less to carry and handle on the roof Environmentally Friendly: Reduces landfill waste by eliminating shingle scraps	4	$66.54	$266.16
GAF FeltBuster High-Traction ~X Traditional asphalt felt underlayments tear easily and absorb moisture, leading to wrinkling that telegraphs through the shingles. Competitively priced with typical #15 and #30 asphalt felts, GAF's FeltBuster High-Traction Synthetic Roofing Felt is virtually untearable and will not absorb moisture, helping to prevent wrinkling. Quality roofing underlayment is critical for helping to prevent wind-driven rain from infiltrating under the roof's shingles and potentially damaging the home's structure and interior. Its specially designed surface combines enhanced walkability with a cooler working surface.	6	$123.65	$741.90
StormGuard Film-Surfaced Leak~X StormGuard Leak Barrier will Protect your home by preventing costly repairs due to wall or ceiling staining. Help prevent leaks due to water damming in your gutters, wind-driven rain, and, in the North, damaging ice dams. Create a 100% watertight seal that keeps water out at the most vulnerable areas of your shingle or metal roof (at the eaves and rakes, in valleys, around chimneys, etc.).	2	$124.83	$249.66
1-1/4" Coil Roofing Nails - C~X TRI-BUILT® provides quality residential and commercial building materials that deliver professional results. By focusing on the professional contractor, TRI-BUILT® has become a recognized and trusted leader in the construction industry. From roofing and siding materials, windows, coatings, and more, TRI-BUILT® is a name you can trust at a competitive price.	4	$45.56	$182.24
TRI-BUILT Plastic Cap Nails TRI-BUILT® provides quality residential and commercial building materials that deliver professional results. By focusing on the professional contractor, TRI-BUILT® has become a recognized and trusted leader in the construction industry. From roofing and siding materials, windows, coatings, and more, TRI-BUILT® is a name you can trust at a competitive price.	2	$30.00	$60.00
Georgia Pacific 1/2" x 4' x 8' 4-Ply CDX Plywood Georgia Pacific 1/2" x 4' x 8' 4-Ply CDX Plywood	1	$50.00	$50.00
TRI-BUILT Internally Braced T~X TRI-BUILT® whirlybird for roof ventilation	4	$114.85	$459.40
TRI-BUILT 26 Guage x 5" Galva~X Drip edge for roof eaves	44	$15.79	$694.76

GABLE ROOFING

GAF ROOFING QUOTE

JUL 09, 2026

ANN JONES

601 East Pine Street
Hattiesburg, MS
39401

caleb@gableroofing.net

INTRODUCTION

Hi Ann,

We recognize that safeguarding the people and possessions that hold the most value to you is of utmost importance. Your roof serves as the primary shield against the forces of nature, shielding your home from the elements and ensuring that everything inside remains safe and dry.

Thank you for the opportunity to quote on the repairs and improvements to your home. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Removal and disposal of old materials
2. Supply and installation of new materials
3. Clean up of entire work area (all nails and other materials)

We don't want you to be personally liable should a worker happen to get injured therefore, Gable Roofing, LLC is fully licensed and insured to work in your location.

Once the job is complete, we will perform a thorough inspection of your project to make sure we did everything correctly and up to our strict standards and the site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,
Caleb Haynes
caleb@gableroofing.net

COMPANY OVERVIEW

Gable Roofing LLC provides full roofing systems and repair services for the residential and commercial roofing sectors. Our quality shingle, metal, and membrane roofing systems are realized by utilizing the right people, skills, and technologies to design and install each roofing system to meet the needs of our clients. This protects not only the structure and occupants, but also increases property value.

Gable Roofing LLC
104 Titus Boulevard, Hattiesburg,
Mississippi, United States 39402
DUNS NO: 12-823-1307
Federal Tax ID: 92-0776613

CORE COMPETENCIES

- Residential & Commercial Roof Replacement
- Storm Damage Restoration & Insurance Claim Support
- Roof Repair & Maintenance Programs
- Installation of Asphalt Shingle, Metal, Tile and Specialty Systems
- Gutter Systems
- Soft-Wash

PAST PERFORMANCE

- **White Oak Grove Apartments - Baldwyn, MS**
  - Multi-family re-roofs, gutters
- **Midtown Apartments - Corinth, MS**
  - Multi-family re-roofs
- **The Pound Cakery - Hattiesburg, MS**
  - Commercial re-roof

DIFFERENTIATORS

- Haag Certified Inspector
- 20+ years combined roofing experience
- 24/7 emergency response team
- 5-Year Workmanship Warranty
- Net-30 In-House Credit Account
- Licensed, bonded, and insured

NAICS CODES

238160 - Roofing Contractors

CERTIFICATIONS

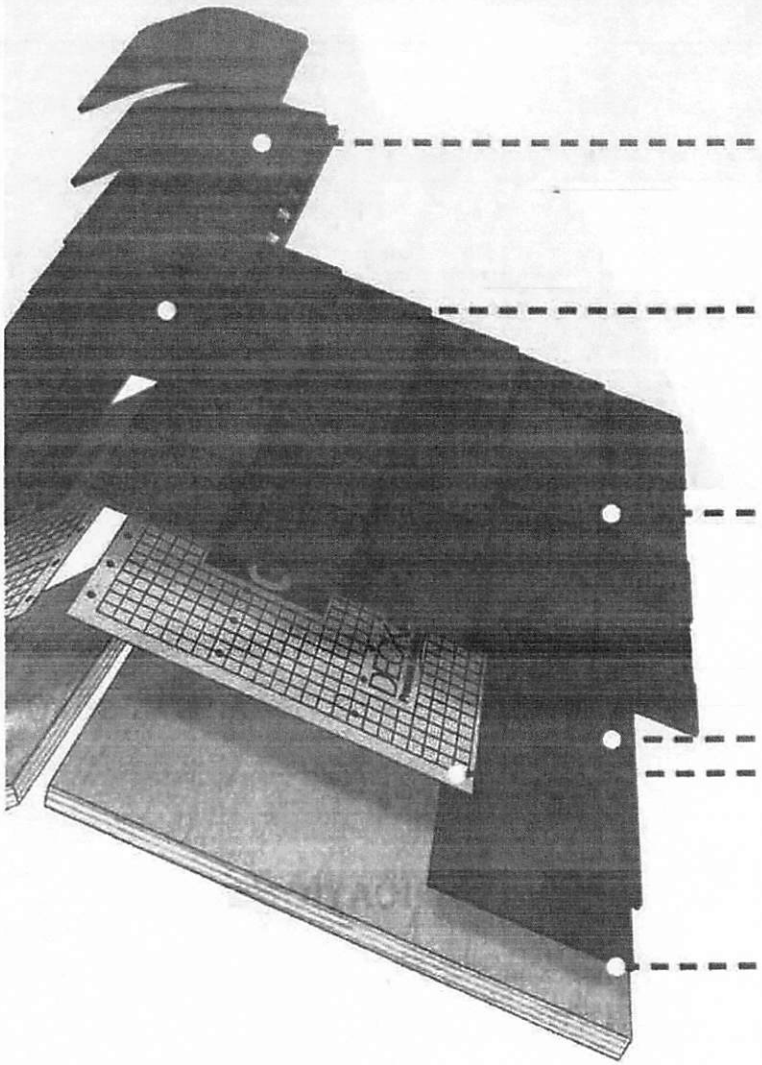
- License #21781 - Mississippi Board of Contractors
- SBA - Woman-Owned Small Business
- NRCA Member
- Hattiesburg Area Development Partnership Member
- Hattiesburg Association of Realtors Member

KEY CLIENTS

- London & Stetelman Commercial Realtors
- CMS Management LLC
- Hall Health and Wellness Solutions
- The Pound Cakery

601 909 4004
office@gableroofing.net
www.gableroofing.net
104 Titus Boulevard, Hattiesburg, MS 39402

The GAF Lifetime[1] Roofing System



6 Ridge Cap Shingles
Helps defend against leaks at the hips and ridges

5 Attic Ventilation
Helps reduce attic moisture and heat

4 Lifetime[1] Shingles
Helps beautify and protect for years to come

3 Starter Strip Shingles
Helps guard against shingle blow-offs

2 Roof Deck Protection
Helps shield the roof deck from moisture infiltration

1 Leak Barrier
Helps prevent leaks caused by wind-driven rain and ice dams

Install any GAF Lifetime[1] shingle and at least 3 qualifying GAF accessories and get a Lifetime[1] Limited Warranty on your qualifying GAF products plus non-prorated coverage for the first 10 years. For even stronger coverage, ask your GAF factory-certified contractor[2] about enhanced GAF warranties.

GAF LIFETIME LIMITED WARRANTY TERM

[1] Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence for eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime shingles only. See the *GAF shingle & Accessory Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime shingle and at least 3 qualifying GAF accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

[2] Contractors enrolled in GAF certification programs are not employees or agents of GAF, and GAF does not control or otherwise supervise these independent businesses. Contractors may receive benefits, such as loyalty rewards points and discounts on marketing tools from GAF for participating in the program and offering GAF enhanced warranties, which require the use of a minimum amount of GAF products. Your dealings with a Contractor, and any services they provide to you, are subject to the *Contractor Terms of Use*. Visit gaf.com/gaf-contractor-terms-of-use for details.

GOOD - GAF TIMBERLINE NS

Description	Unit	Qty
SITE PREPARATION & PROTECTION - We take steps to protect your home and property before work begins.		
SHINGLE ROOF PREPARATION (REMOVAL/TEAR OFF) Removed the existing shingles along with current roof system down to the decking (includes one layer of shingles and one layer of felt)	SQ	46
ROOF DECK & FOUNDATION - Your roof is only as strong as what it's built on.		
ROOF DECKING Re-nail loose wood. Any bad/rotten wood discovered will be replaced at $75/sheet (up to 5 sheets are included in this estimate)	EA	5
WATER PROTECTION SYSTEM - This layer helps prevent leaks and moisture intrusion.		
SYNTHETIC UNDERLAYMENT Installed directly on the roof deck providing a secondary layer of protection from the elements, including rain, snow, and wind	RL	5
GAF STORMGUARD® ICE & WATER BARRIER StormGuard® Film-Surfaced Leak Barrier helps prevent leaks due to water backing up in your gutters, wind-driven rain, and in the North, damaging ice dams. It will also help protect your home from expensive wall and ceiling staining from leaks.	RL	1
EDGE & FLASHING PROTECTION - These components help direct water away from your home.		
DRIP EDGE Metal flashing installed at the edges of the roof to help control the flow of water away from the fascia preventing rotting	LF	427
COUNTER FLASHING Additional flashing installed over top of areas where the roof meets a masonry wall	LF	58
STEP FLASHING L-shaped metal flashing installed under shingles against walls ensuring that water flows away from the wall	LF	4
PIPE FLASHING A type of flashing boot installed around the base of plumbing pipe vents and other roof penetrations to waterproof them	EA	1
SHINGLE ROOFING SYSTEM - The visible layer that protects and defines your home's appearance.		
GAF PRO-START® STARTER SHINGLE Pro-Start® Starter Strips are made with a high-quality, properly positioned adhesive applied at the factory to help prevent shingle blow-off.	LF	427
GAF TIMBERLINE NS SHINGLES Install GAF Timberline® NS shingles according to manufacturer specifications	SQ	50.66

HIP & RIDGE FINISH - Designed to seal the highest points of the roof.

GAF SEAL-A-RIDGE® HIP AND RIDGE SHINGLES Seal-A-Ridge® Protective Ridge Cap Shingles offer protection at high stress areas of your roof (the hips and ridges)	LF	147

VENTILATION SYSTEM - Proper ventilation helps regulate attic temperature and moisture.

GAF COBRA® RIGID VENT 3™ Cobra® Rigid Vent 3™ Exhaust Vent for Roof Ridge allows heat and moisture to escape at the ridge.	LF	133

FINAL CLEAN UP & DISPOSAL - We leave your property clean and safe when the job is complete.

CLEAN UP AND DISPOSAL Cleaned job site and removed all job-related debris. Used magnet broom to sweep site for nails and screws.	EA	

WARRANTY - GAF Silver Pledge Limited Warranty

50-Year, Limited Lifetime Warranty

10-Year Manufacturer-Backed Workmanship Warranty

10-Year StainGuard® Algae Protection against blue-green algae discoloration

Your roof is shielded from wind gusts up to 130 mph

Estimate subtotal	$22,839.30
NO TAX SALES (0%)	$0.00
Total	$22,839.30

BETTER - GAF TIMBERLINE HDZ

Description	Unit	Qty
Everything featured in Good - GAF Timberline NS, including the following upgrades:		
SHINGLE ROOFING SYSTEM - The visible layer that protects and defines your home's appearance.		
GAF TIMBERLINE® HDZ SHINGLES Remove and replace all shingles with GAF Timberline® HDZ shingles including StainGuard Plus™ algae protection.	SQ	50.66

WARRANTY - GAF Golden Pledge Limited Warranty

50-Year, Limited-Lifetime Warranty

Lifetime Manufacturer-Backed Workmanship Warranty

25-Year StainGuard® Algae Protection against blue-green algae discoloration

The WindProven™ Limited Wind Warranty, is the industry's first wind warranty for shingles with no wind speed limit

Patented High Definition® shadow bands create exceptional depth and dimension.

Estimate subtotal	$23,402.33
NO TAX SALES (0%)	$0.00
Total	$23,402.33

BEST - GAF TIMBERLINE UHDZ

Description	Unit	Qty
Everything featured in GAF Timberline NS, including the following upgrades:		
WATER PROTECTION SYSTEM - This layer helps prevent leaks and moisture intrusion.		
GAF FELTBUSTER® SYNTHETIC UNDERLAYMENT FeltBuster® Synthetic Roofing Felt is a value-priced upgrade for typical asphalt felts that helps provide long lasting protection against wind-driven rain from infiltrating under your shingles.	RL	5
SHINGLE ROOFING SYSTEM - The visible layer that protects and defines your home's appearance.		
GAF TIMBERLINE® UHDZ SHINGLES Remove and replace all shingles with GAF Timberline® UHDZ™ (Ultra High Definition) shingles offering a combination of beauty and benefits that go beyond any other GAF shingle.	SQ	50.66
GAF TIMBERTEX® HIP AND RIDGE SHINGLES TimberTex® Ridge Cap Shingles offer excellent protection at high-stress areas of your roof (the hips and ridges).	LF	147

WARRANTY - GAF Golden Pledge Limited Warranty

50-Year, Limited-Lifetime Warranty

Lifetime Manufacturer-Backed Workmanship Warranty

30-Year StainGuard® Algae Protection against blue-green algae discoloration

The WindProven™ Limited Wind Warranty, is the industry's first wind warranty for shingles with no wind speed limit

UltraMat™ high-performance fiberglass mat technology enhances the shingle at its core and achieves UL2218 Class 4 impact-resistance rating

Estimate subtotal	$26,871.78
NO TAX SALES (0%)	$0.00
Total	$26,871.78

AUTHORIZATION PAGE

☐ **Good - GAF Timberline NS**	$22,839.30*	**Name:** Ann Jones
☐ **Better - GAF Timberline HDZ**	$23,402.33*	**Address:** 601 East Pine Street, Hattiesburg, MS
☐ **Best - GAF Timberline UHDZ**	$26,871.78*	

*Includes taxes

Estimates valid for 30 days from date of estimate • You may cancel this transaction without any penalty within three (3) business days of the signed contract.

Customer Comments / Notes

My Product Selections

SHINGLE COLOR - What shingle color do you select for your roof?

MEDIA RELEASE - Do you give Gable Roofing, LLC permission to use photos of my property in advertising and/or social media?

Ann Jones: _____ **Date:** _____

TERMS AND CONDITIONS

[ ] I understand that this contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing and signed by both parties. The estimate price selected becomes the final contract price unless additional expenses are incurred and agreed upon by myself and Gable Roofing, LLC.

[ ] I understand that all excess materials are property of Gable Roofing, LLC.

[ ] I understand that this estimate is subject to change based on additional work/materials needed once project begins. Any replacement of unseen damage (roof rot, etc.) may be an additional charge, but will be discussed with me prior to replacement.

[ ] I understand that 5 sheets of decking is included in this estimate and that decking will need to be replaced if roof rot is discovered during tear-off. If more than 5 sheets needs to be replaced, a representative from Gable Roofing, LLC will contact me prior to changing the additional sheets out. Decking cost is $75/sheet.

[ ] I understand that Gable Roofing, LLC is not responsible for any damage to my yard, plants, etc. Gable Roofing, LLC takes all measures possible to prevent damage to plants, however accidental damage does occur at times and Gable Roofing, LLC will not be responsible for any damage to plants or outside accessories.

[ ] I understand that it is my responsibility to remove breakables from the walls or interior of the property that could be damaged by the installation process. Gable Roofing, LLC is not liable for such damages.

[ ] I understand that it is my responsibility to remove all valuable items away from the exterior of the property.

[ ] I understand that Gable Roofing, LLC is not responsible for any cracked or damaged driveways.

[ ] I acknowledge that roofing installation requires the use of standard roofing fasteners driven through the roof decking. Gable Roofing, LLC is not responsible for damage to concealed HVAC, mechanical, electrical, or plumbing lines located beneath or in contact with the roof decking that are not visible or reasonably discoverable during installation. I further acknowledge that the 2018 International Residential Code (IRC) requires mechanical and HVAC components to be installed with adequate clearance from the roof decking to prevent fastener damage. Any damage resulting from improperly placed or non-code-compliant concealed components shall be considered a pre-existing condition and is not the responsibility of Gable Roofing, LLC.

[ ] I understand that Gable Roofing, LLC uses heavy duty magnets to remove nails from the yard and does their best to remove all of them, but some nails may remain. Gable Roofing, LLC is not responsible for any damage to my property, person(s), cars, tires, animals (or anything else not listed) resulting from nails left at the job site.

[ ] I understand that by signing this contract, I agree to allow Gable Roofing, LLC to perform the work listed in this estimate.

I acknowledge that I have read and understand this page. Initials:

PAYMENT TERMS & SCHEDULE

To ensure timely scheduling and completion of your project, the following payment terms shall apply unless otherwise agreed to in writing.

Payment Schedule

- **25% Deposit**: Due upon expiration of the three (3) business day cancellation period required by Mississippi law.
- **25% Progress Payment**: Due no later than delivery of materials to the Property.
- **Final Payment**: The remaining balance, including any approved change orders or additional costs incurred during construction, is due upon substantial completion of the Work.

Change Orders & Unforeseen Conditions

Roofing projects may reveal concealed conditions that are not visible during the initial inspection. Any unforeseen repairs discovered after tear-off, including but not limited to damaged decking, framing, ventilation components, flashing, or other substrate-related deficiencies, will be documented and presented for approval through a change order prior to the completion of the additional work.

Cancellation Rights

Customer acknowledges and understands that they have the right to cancel this Agreement within three (3) business days of signing, as provided by applicable Mississippi law. If Customer timely exercises this right of cancellation, any payments made by Customer shall be refunded in accordance with applicable law.

If Customer cancels this Agreement after expiration of the applicable cancellation period, Customer shall be responsible for costs reasonably incurred by Gable Roofing prior to cancellation, including permit fees, material orders, labor, services performed, and other non-recoverable expenses, to the extent permitted by law.

Late Payments

A late fee of ten percent (10%) may be applied to any unpaid balance remaining more than thirty (30) days after the invoice due date.

Completion of Work

For purposes of these payment terms, "completion of the roofing installation" means that the contracted roofing system has been installed and is providing its intended weather protection, regardless of minor punch-list items, warranty registration, closeout documentation, or other administrative items that do not affect the functionality of the roof.

Acceptance

By accepting the estimate and authorizing Gable Roofing to proceed, Customer acknowledges and agrees to these payment terms and conditions.

I acknowledge that I have read and understand this page. Initials: _____

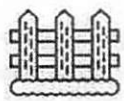
What to Expect on Your Roof Install Day

We're excited to take care of your new roof. Roof replacement is a major improvement to your home, and like any construction project, it comes with a few important things to be aware of ahead of time. This guide is designed to help you prepare and avoid surprises.

Roofing Is Construction

On install day, you can expect noise, vibration, crew members working around your home, and materials being moved on and off the roof. Vibration can sometimes reveal pre-existing drywall cracks, nail pops, or ceiling imperfections that were not visible before. These cosmetic issues are not structural damage.

Yard & Landscaping Awareness



Despite reasonable precautions, roofing work involves heavy materials and falling debris. Grass, landscaping, sprinkler heads, decorative rock, soil, or fencing may be affected. Landscaping and yard restoration are not included unless specifically written into your contract.

Inside Your Home

To help protect your belongings, please remove fragile items from walls and shelves, cover or move valuables stored in the attic, and expect some dust or debris in attic spaces.

Before Install Day – Please Help Us By:

- Moving vehicles out of the driveway
- Securing pets indoors or away from the work area
- Unlocking gates or providing access to fenced areas
- Clearing the yard of personal items near the home

What's Included – And What's Not

Your contract clearly outlines the work being performed. Unless specifically written into your agreement, we do not include interior repairs, painting, landscaping or sprinkler repair, or electrical or satellite work.

Scheduling & Weather

Roofing is weather-dependent. Occasionally, weather or unforeseen site conditions may require schedule adjustments. We'll communicate promptly if changes are needed.

THANK YOU FOR TRUSTING US WITH YOUR HOME. WE APPRECIATE THE OPPORTUNITY TO EARN YOUR BUSINESS AND DELIVER A QUALITY ROOF!

601-909-4004

104 Titus Blvd, Hattiesburg, MS www.gableroofing.net office@gableroofing.net

Hearth helps you find monthly payments for your project.

GABLE ROOFING

Rates in under 2 minutes

Review your rates from over a dozen lenders through Hearth's quick and secure application without affecting your credit score.

Easy monthly payments

No surprises. Personal loans through Hearth's lending partners have fixed rates and terms. You'll know your monthly payment upfront. ‡

Get your money fast

Loans typically fund in 1-5 business days. If approved, Hearth's lending partners can deposit cash into your account as soon as 24 hours.†

No prepayment penalties

There are no fees for paying off your loan sooner, saving you time and money.

POINT YOUR CAMERA HERE

See your personalized options:

https://app.gethearth.com/flyers/gable-roofing-llc/justin

HEARTH

Need help? Call Hearth at 512-686-4141

* All loans are subject to credit review and approval. For example, a $10,000 loan with an APR of 14.50% and a term of 36 months would have a monthly payment of $344.21.
† Funding can be as soon as 24 hours and takes 3-5 days on average.
† 0% Financing Option will include a 0% APR during a promotional period only; the promotional period will vary in length among different offers. After the conclusion of the promotional period, higher APRs will be charged. Please consult the disclosures related to any particular card offer.
‡ Our partners can offer lending options from $1,000-$250,000 for terms from 2-12 years.

Hearth is a technology company, which is licensed as a broker as may be required by state law. Hearth does not accept applications for credit, does not make loans, and does not make credit decisions. NMLS ID# 1628533.

TIMBERLINE NS

GABLE ROOFING

Charcoal

Pewter Gray

Weathered Wood

Barkwood

*Special order. Subject to availability. Additional costs apply.

TIMBERLINE HDZ

GABLE ROOFING

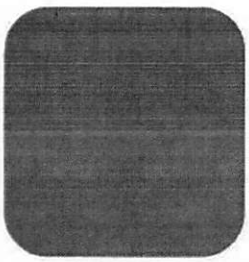
Charcoal

Pewter Gray

Weathered Wood

Barkwood

Slate


Hickory

Shakewood*

Oyster Gray*

Driftwood*

Hunter Green*

Mission Brown*

Birchwood*

*Special order. Subject to availability. Additional costs apply.

TIMBERLINE UHDZ

GABLE ROOFING

Charcoal*

Pewter Gray*

Weathered Wood*

Barkwood*

Slate*

Shakewood*

*Special order. Subject to availability. Additional costs apply.

GAF Golden Pledge® Limited Warranty

The Legal Stuff

What Is Covered/Excluded. This *Golden Pledge® Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, GAF Master Flow™ Attic Exhaust Ventilation Products, and GAF Master Flow™ Pivot™ Pipe Boot Flashing, in the unlikely event that they contain a manufacturing defect. Misapplication of your GAF Products and flashings at valleys, dormers, chimneys, sidewalls, and plumbing vents (the "Covered Flashings") is also covered. Note: This limited warranty does not cover low-slope membranes, other Master Flow™ Products, or GAF ThermaCal® Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage****	
	Limited Warranty Term	Smart Choice® Protection	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period*	Limited Warranty Term	Smart Choice® Protection Period*
Designer Lifetime† Shingles	Lifetime†	50 Years	15 Years	With Special Installation**: 130 / 209 Without Special Installation**: 110 / 175	StainGuardPlus™: 25 Years	StainGuardPlus™: 15 Years	Lifetime†	30 Years
Timberline UHDZ® Timberline® ASII	Lifetime†	50 Years	15 Years	**WindProven™ Limited Wind Warranty***: No maximum wind speed limitation	StainGuard Plus PRO™: 30 years StainGuard Plus™: 25 Years	StainGuard Plus PRO™ & StainGuard Plus™: 15 Years	Lifetime†	30 Years
Timberline HDZ® Timberline HDZ® RS	Lifetime†	50 Years	15 Years	**WindProven™ Limited Wind Warranty***: No maximum wind speed	StainGuard Plus™: 25 Years	StainGuard Plus™: 15 Years	Lifetime†	25 Years

GAF Ridge Cap Shingles	Manufacturing Defect Coverage	Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage****	
		Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period*	Limited Warranty Term	Smart Choice® Protection Period*
TimberTex®, Ridglass®, and TimberCrest®	**Limited Warranty Term** and **Smart Choice® Protection Period*** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	15 Years	With Special Installation**: 130 / 209 Without Special Installation**: 110 / 175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15 Years	Lifetime†	Smart Choice® Protection Period lasts as long as the Smart Choice® Protection Period for the type of shingle installed in the field of the roof.
Seal-A-Ridge®, Seal-A-Ridge® AS			90 / 144				
Z® Ridge			With Special Installation**: 90 / 144 Without Special Installation**: 70 / 112				

GAF Starter Strip Shingles	Manufacturing Defect Coverage	Wind Warranty Coverage	Algae Warranty Coverage		Misapplication Coverage****	
			Limited Warranty Term	Smart Choice® Protection Period*	Limited Warranty Term	Smart Choice® Protection Period*
StarterMatch®	**Limited Warranty Term** and **Smart Choice® Protection Period*** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	StainGuard Plus™: 25 Years	StainGuard Plus™: 15 Years	Lifetime†	Smart Choice® Protection Period lasts as long as the Smart Choice® Protection Period for the type of shingle installed in the field of the roof.
All Other GAF Starter Strip Shingles			No coverage	No coverage		

Other GAF Accessories	Manufacturing Defect Coverage	Wind Warranty Coverage	Algae Warranty Coverage	Misapplication Coverage****	
				Limited Warranty Term	Smart Choice® Protection Period*
GAF Leak Barrier Products Eligible FT Solutions™ Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products GAF Master Flow™ Non-Powered Attic Exhaust Ventilation Products	**Limited Warranty Term** and **Smart Choice® Protection Period*** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	No coverage	Lifetime†	Smart Choice® Protection Period lasts as long as the Smart Choice® Protection Period for the type of shingle installed in the field of the roof.

Other GAF Accessories	Manufacturing Defect Coverage	Wind Warranty Coverage	Algae Warranty Coverage	Misapplication Coverage****	
				Limited Warranty Term	Smart Choice® Protection Period*
GAF Master Flow™ Powered Attic Exhaust Ventilation Products	**Limited Warranty Term** and **Smart Choice® Protection Period*** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof, **except** that Motorized, Solar, and Electronic Components and Wi-Fi Connectivity (if applicable) are covered for the warranty term stated in the GAF MasterFlow™ Powered Attic Exhaust Ventilation Products Limited Warranty	No coverage	No coverage	Lifetime†	Smart Choice® Protection Period lasts as long as the Smart Choice® Protection Period for the type of shingle installed in the field of the roof.

† **Definition of Lifetime:** The word "Lifetime" means as long as you, the original owner(s) (or the second owner(s) if coverage was properly transferred within the first 20 years), own the property where the shingles and/or accessories are installed. The Lifetime warranty term and Smart Choice® Protection Period noted above are applicable only to shingles and accessories installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, see *Golden Pledge® Limited Warranty for Commercial and Multi-Family Properties* for complete coverage and restrictions.

* **Smart Choice Protection Period:** Refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime† warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

** **Special Installation:** Your GAF LayerLock®-labeled shingles will be covered up to the maximum wind speed above **ONLY** if installed using **4 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves and rakes. Special Installation for all other GAF Shingles requires use of **6 nails** per shingle **and** GAF Starter Strip Products installed at the eaves and rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above ONLY if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

*** **WindProven™ Limited Wind Warranty** requires installation of LayerLock®-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.

**** **Misapplication Coverage:** Misapplication Coverage Terms listed above pertain to GAF Shingles and Accessories installed on single-family detached residences owned by individual(s). For other types of owners or buildings, see *Golden Pledge® Limited Warranty for Commercial and Multi-Family Properties* for complete coverage and restrictions.

Golden Pledge® Limited Warranty

Who Is Covered by This Limited Warranty; Transferability
You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.
This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **one year** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned, directly or indirectly.) If the transfer takes **place** within the first 20 years after installation, the second owner is entitled to the **same coverage** as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole and Exclusive Remedy
GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable **warranty term listed above. Note: Wind Warranty and Algae Warranty are covered separately below. For coverage related to Master Flow™ Powered Attic Exhaust Ventilation Products, refer to your *Master Flow™ Powered Attic Exhaust Ventilation Products Limited Warranty Addendum*** (if applicable).
(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashings other than Covered Flashings), and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The costs of labor to tear off some or all of your GAF Products and disposal are included if necessary to repair your roof.
(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime† warranty, GAF's contribution in years 51 and beyond will be 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

WindProven™ Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy
This limited warranty is **specifically conditioned** on your meeting all eligibility requirements, including installation of **LayerLock®-labeled** shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your **LayerLock®-labeled** shingles being fastened and installed **strictly** in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your **LayerLock®-labeled** shingles and **does not apply to any GAF Accessory Products.** GAF warrants to you that your **LayerLock®-labeled** shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. If your **LayerLock®-labeled** shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the **LayerLock®-labeled** shingles on your roof.

Wind Warranty: What Is Covered/Sole and Exclusive Remedy
GAF warrants to you that your GAF shingles and ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect or their misapplication. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off shingles or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings (other than Covered Flashings) are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

Algae Warranty: What Is Covered/Sole and Exclusive Remedy
This limited warranty applies only to shingles, ridge cap shingles, and starter strip shingles sold in packages bearing the **StainGuard Plus PRO™, StainGuard Plus™,** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus PRO™-, StainGuard Plus™-** or **StainGuard®-labeled** shingles, ridge cap shingles, or starter strip shingles for the warranty term listed above. If your **StainGuard Plus PRO™-, StainGuard Plus™-,** or **StainGuard®-labeled shingles,** ridge cap shingles, or starter strip shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles, ridge cap shingles, or starter strip shingles or, at GAF's sole option, replacing discolored shingles, ridge cap shingles, or starter strip shingles. The **maximum** cost to GAF shall be lesser of the original cost of the affected shingles, ridge cap shingles, or starter strip shingles or the cost to clean the affected shingles, ridge cap shingles, or starter strip shingles. During the **remainder** of the limited warranty **period,** GAF's contribution to you will be reduced to reflect the amount of use you have **received** from your shingles, ridge cap shingles, or starter strip shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.
Note: Preventing pronounced algae-related discoloration of your shingles, ridge cap shingles, and starter strip shingles is achieved through formulations or through unique blends of granules.

Misapplication: What Is Covered/Sole and Exclusive Remedy

(1) During the Smart Choice® Protection Period: If any of your GAF Products or Covered Flashings is found to have an application error that adversely affects performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement GAF product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Products and Covered Flashings and disposal are included if necessary to repair your roof.
If your claim arises out of an application error in your GAF Products or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite® Roofing Contractor to make all necessary repairs. In the event that GAF determines your Master Elite® Roofing Contractor is unable or unwilling to perform these repairs, GAF will arrange to have your roof repaired if the issues were caused by application errors within the scope of GAF liability under this limited warranty.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime† warranty, the number of months for purposes of proration calculation shall be 600 and GAF's contribution in years 51 and beyond will be 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.
NOTE: Failure to install adequate ventilation is **NOT** an application error of your GAF Products and is not covered under this Limited Warranty. Due to the design of certain buildings, the replacement of existing flashings may be difficult, costly, or impractical. GAF is not liable under any circumstances for costs associated with the repair, replacement, or modification of siding or exterior walls, even if such work is necessary to properly flash in accordance with GAF's requirements. Please be sure to review these items with your roofing contractor.

What Is Not Covered
Even if your GAF roducts were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:
(1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, their misapplication, or the misapplication of Covered Flashings, such as:
(a) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
(b) inadequate ventilation.
(2) Damage resulting from causes beyond normal wear and tear, such as:
(a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind **speed listed above except there is no maximum wind speed restriction** for shingles covered by the *WindProven™ Limited Wind Warranty.*
(b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
(c) improper storage or handling of the GAF Products.
(3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier, its misapplication, or the misapplication of Covered Flashings.
(4) Shading or variations in the color of your GAF Products, chipping, fading, or peeling paint on your Master Flow™ Attic Exhaust Vent, or Master Flow™ Pivot™ Pipe Boot Flashing, or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles, ridge cap shingles, or starter strip shingles were labeled with the StainGuard Plus PRO™, StainGuard Plus™, or StainGuard® logos), or other contaminants, including that caued by organic materials on the roof.
(5) Damage caused by, or the cost to repair or replace, products not sold by GAF.
(6) Improperly designed or installed gutter or downspout systems.
(7) Damage to the interior or exterior of the building, including, but not limited to, mold growth.
(8) Damage to or caused by rooftop air-conditioning units (and their flashing), pipe works, brace works, skylights, rooftop satellite dishes or other radio/TV devices, or flashings other than those specifically included above.

Other Limitations Concerning Coverage
Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such

Golden Pledge® Limited Warranty

work. The remedy under this warranty is available only for that portion of your GAF Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period.
GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors. In the event that GAF is unable to provide replacement products, GAF reserves the right to provide the cash value of those replacement products.

Claims: What You Must Do
You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an email to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim **or** before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or homebuilder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole and Exclusive Warranty
THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

The United Nations Convention on Contracts for the International Sale of Goods shall **NOT** apply either to the sale of the GAF Products or to this limited warranty.

Modification of Warranty
This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products and Covered Flashings except as described in this limited warranty.

Effectiveness
This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

Important Notice:
THIS IS A SAMPLE GOLDEN PLEDGE® LIMITED WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY WITHIN 45 DAYS OF INSTALLATION. IF YOU HAVE NOT RECEIVED YOUR WARRANTY FROM GAF WITHIN 60 DAYS, YOU SHOULD CALL GAF AT: 1-888-532-5767, OPTION 5.

GABLE ROOFING

10-YEAR LIMITED

WARRANTY

At Gable Roofing, LLC, we take pride in the quality of our work. Our workmanship warranty guarantees that any defects or issues arising from improper install will be promptly addressed at no additional cost to you. This warranty covers labor and materials associated with the installation of your roof, ensuring your roofing system is installed correctly and will perform as expected and is backed by GAF.

In the event of roof leakage caused by an installation issue, please notify Gable Roofing, LLC immediately and we will repair the affected area of the roof at no cost. Additionally, if interior damage occurs as a result of the leak, we will make the necessary repairs to the impacted areas within the property.

What's Covered:

- Defects or failures resulting from improper installation of roofing materials.
- Issues caused by errors in workmanship within ten (10) years from the date of installation.

What's Not Covered:

- Damage caused by external factors like severe weather, accidents, or normal wear & tear.
- Material defects (covered instead by manufacturer warranty)
- Homeowner negligence--damage resulting from improper maintenance (it is advised to maintain a clean roof. Do not let pine straw and leaves build up in the valleys. This can cause damage to your roof over time).
- Issues caused by third party contractors or repairs attempted by anyone outside of Gable Roofing, LLC.

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2604545

ITEM 2026 GMC YUKON – BLACK

BID #1

WINNING DOSSETT GMC CADILLAC

BID
AMOUNT $74,900.00

BID #2

COMPANY STAN KING BM SUPERSTORE

BID

AMOUNT $76,937.00

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID

AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02604545**

Purchase Order Date **08/26/2026**

Department **ECONOMIC DEV**

FID 64-6000432

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 2679
DOSSETT GMC CADILLAC
1058 W PINE ST
PO BOX 1667
HATTIESBURG, MS 39403-1667

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	6015440451@FAX.CSPIREVOICE.COM	2679	2604005	Archie Brewton	

NOTES

TWO QUOTE-2026 GMC YUKON - BLACK

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE-2026 GMC YUKON - BLACK (MAYOR VEHICLE)	1.0000	EACH	$74,900.0000	$74,900.00
	GL #: 001402 - 740000 $74,900.00				

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Kamesa Eaton
City Clerk

Total Ext. Price $74,900.00

Purchase Order Total $74,900.00

DOSSETT GMC CADILLAC, INC.

P.O. BOX 1667 • HATTIESBURG, MS 39403
PHONE: 601-544-7700 • FAX: 601-544-0451

CUSTOMER'S NAME City of Hattiesburg DATE

CO-PURCHASER

ADDRESS PO Box 1898

CITY Hattiesburg STATE MS COUNTY Forrest ZIP 39403-1898

TELEPHONE: CELL # OTHER # 601-545-4530

I.S.D. CAR DEAL NO. INVOICE #

❑ NEW ❑ USED MAKE GMC MODEL Yukon MODEL NO.

YEAR 26 TYPE 4Dr SERIAL NO. 1GKS1BKD9TR319161

MILES 125 CYL. GVW V8 COLOR Black STOCK #

LIST PRICE	79545
EXTRAS	
SALES PRICE	74,590
DOC. FEE	300
TOTAL	74890
SALES TAX	-0-
TITLE / INSP.	10.00
TOTAL	74,900
REBATE	
REBATE	
REBATE	
REBATE	
DOWN PAYMENT (#)	
USED CAR:	
GR. ALL.	
LESS P.O.	
NET ALL.	
TOTAL DOWN	
BALANCE	

TRADE-IN
MAKE
MODEL
YEAR STOCK #
TYPE
MILES
COLOR
V.I.N.
PAYOFF TO
TITLED TO
E-MAIL

"A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION."

SALESMAN Shawn Burt
CERTIFIED
LIEN

DL#
DL#

RECEIVED
AUG 25 2026
AWARDED

I authorize an investigation of my credit and employment history and the release of information about my credit experience.

Customer's Signature: Salesperson's Signature:

Co-Buyer: Manager's Signature:

ahnjones@hattiesburgms.com

STAN KING
GM SUPERSTORE

GMC

P.O BOX 550 – Brookhaven, MS 39602
Phone 601-833-4961

BUYER	CO-BUYER		
CITY OF HATTIESBURG PO BOX 1898 HATTIESBURG, MS 39403 **Cell #:** (601) 545-4530 **Email:**		**Deal #:**	100160
		Deal Type:	Retail
		Deal Date:	08/26/2026
		Print Time:	08:01am
		Salesperson:	

VEHICLE

New ☑				
Used ☐	**Stock #:**	**Description:**	**VIN:**	**Mileage:**
Demo ☐		2026 YUKON	1GKS1BKD9TR319161	

TRADE

AFTERMARKETS

Total Aftermarkets:	**$**	**0.00**

Rate:		
Amount Financed:	$	76,937.00

Sale Price:	**$**	**76,502.00**
Total Financed Aftermarkets:	$	0.00
Total Trade Allowance:	$	0.00
Trade Difference:	**$**	**76,502.00**
Document/service Fee	$	425.00
State & Local Taxes:	$	0.00
Total License and Fees:	$	10.00
Total Cash Price:	**$**	**76,937.00**
Total Trade Payoff	$	0.00
Delivered Price:	**$**	**76,937.00**
Cash Down Payment + Deposit:	$	0.00
Sub Total:	**$**	**76,937.00**
Service Agreement:	$	0.00
Maintenance Agreement:	$	0.00
GAP Insurance:	$	0.00
Credit Life, Accident & Health:	$	0.00
Other:	$	0.00
Amount Financed:	**$**	**76,937.00**

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2604559

ITEM POLES FOR STRING LIGHTS – WALNUT AND FORREST AVE NEAR THE PORT

BID #1

WINNING GILKEY ELECTRIC SUPPLY CO INC

BID AMOUNT $54,138.00

BID #2

COMPANY CONSOLIDATED ELECTRICAL DISTRIBUTORS INC

BID AMOUNT $60,858.00

BID #3

COMPANY

BID AMOUNT

BID #4

COMPANY

BID AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2026

Purchase Order Number **02604559**

Purchase Order Date **08/27/2026**

Department **ENGINEERING**

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

FID 64-6000432

Vendor 2901
GILKEY ELECTRIC SUPPLY CO INC
PO BOX 17287
HATTIESBURG, MS 39404-7287

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LOUISP@GILKEYELEC.COM	2901	2604019	Sharon Waits	

NOTES

2-QUOTE POLES FOR STRING LIGHTS - WALNUT ST & PORT

PLEASE SEND INVOICE TO:
shensarling@hattiesburgms.com

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2-QUOTE POLES FOR STRING LIGHTS ON WALNUT ST AND FORREST AVE NEAR THE PORTER PUB AS PER THE ATTACHED QUOTE. GL #: 088603 - 729599 $54,138.00	1.0000	EACH	$54,138.0000	$54,138.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

City Clerk

Total Ext. Price $54,138.00

Purchase Order Total $54,138.00

GILKEY ELECTRIC SUPPLY CO.
1300 WEST PINE STREET
HATTIESBURG,MS 39401
(601)545-8989

TIME: 06:32

*****QUOTE***** 063515

QUOTE TO:
CITY OF HATTIESBURG
P. O. BOX 1898
HATTIESBURG, MS 39401

QUOTE EXPIRES:
CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS 39401

QUOTE#	ORDER-DTE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
063515	JUL 02 2026	HSE	JUL 02 2026	CUSTOMER PICK UP		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
COH100	STREET POLES		2/10, NET 30	PREPAY & ALL		LFP

OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
10	10		SO060672.001	E	KTH20-G-E11-DB-A STREESCRETE 20'POLE WITH 3/4 THRU DRILLING AND POLE CAP DR#1811018	3867.00	38670.00
4	4		SO060672.002	E	KTH20-G-E11-DB-A/PT STREESCRET 20' POLE W/3/4 THRU DRILLING & FIXTURE TENON	3867.00	15468.00

NO GFI'S INCLUDED
106.00$ ADDER PER POLE
IF GFI'S ARE NEEDED

QUOTE BASED ON QUANTITIES
QUOTED ABOVE ANY CHANGES
WILL REQUIRE A REQUOTE

ESTIMATED 12-14 WEEK LEAD TIME
AFTER APROVED DRAWINGS

QUTE FIRM 7-10-26

SUB-TOTAL AMOUNT	54138.00
SALES TAX	
TOTAL AMOUNT	54138.00

RECEIVED
AUG 26 2026
AWARDED

Customer Quote For: CITY OF HATTIESBURG

HATTIESBURG **Quote:** Q1013645 **Revision #:** 000

CED

CONSOLIDATED ELECTRICAL DISTRIBUTORS INC
1013 TIMOTHY LANE
HATTIESBURG MS 39401
Tel: (601)545-3330 **Fax:** (601)583-4527

Contact Name: WILL OTIS

Quote Date: 08/24/26
Updated On: 08/24/26
Expires On: 08/29/26

Job Name:
Attn:
Ship To: CITY OF HATTIESBURG
1013 TIMOTHY LANE
HATTIESBURG, MS 39401-0000

Customer PO #: UPDATED QUOTE
Customer PO Date:
FOB: SHIPPING POINT
Freight: PREPAID

LN	Product	Qty	Price	Per *	Ext Price
01	MISC KTH20-G-E11-DB-6"-BALL TOP-GFI	14	$4,347.00	E	$60,858.00

Merchandise:	**$60,858.00**
Additional Sales Tax May Apply:	
Total:	**$60,858.00**

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand

Terms and Conditions

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Acknowledge receipt of the Privilege Tax License Report for the month of August 2026.**
File Number: 2026-777
Minute Book #

Summary
Acknowledge receipt of the Privilege Tax License Report for the month of August 2026.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT
08/01/2026 TO 08/31/2026

New Licenses

License No.	Amount	Penalty	Owner, Name, & Address of Business
LIC-04-22-024130			THE POWER OF DELIVERANCE CHURCH 5328 HWY 42 HATTIESBURG MS 39401
LIC-07-26-034636	$75.00	$4.25	T-MOBILE #426 6136 HIGHWAY 98 102 HATTIESBURG MS
LIC-07-26-034719	$400.00	$33.00	MICHAELS #9816 4400 HARDY STREET HATTIESBURG MS 39402
LIC-08-26-034815	$70.00		J. OLIVE CO. HATTIESBURG, LLC 6555 HWY 98 22A HATTIESBURG MS 39403
LIC-08-26-034816	$280.00		RESINALL MISSISSIPPI, INC. PO BOX 1639 ROAD JACKSON MS 392151639
LIC-08-26-034817	$70.00		EYE WORKS 3901 HARDY ST STE 130 HATTIESBURG MS 394046717
LIC-08-26-034818	$450.00		BARTON'S HOME OUTLET PO BOX 16360 JONESBORO AR 72403
LIC-08-26-034835	$90.00		SALLY BEAUTY SUPPLY #3379 24 CROSS CREEK PARKWAY HATTIESBURG MS 39402
LIC-08-26-034836	$143.00		UNICARE RX, INC. 124 WALNUT STREET HATTIESBURG MS 39401
LIC-08-26-034852	$100.00		AMERICAN EAGLE OUTFITTERS #0194 1000 TURTLE CREEK DR 795 HATTIESBURG MS 394021147
LIC-08-26-034878	$140.00		TURNER SUPPLY COMPANY 7028 HIGHWAY 49 N STE A HATTIESBURG MS 39401-
LIC-08-26-034893	$830.00		ULTA BEAUTY 1000 REMINGTON BLVD STE 120 ATN TAX DEPT BOLINGBROOK IL 60440
LIC-08-26-034920	$70.00		4 WAY OR NO WAY 2406 W 4TH ST STE 20 HATTIESBURG MS 39401
LIC-08-26-034923	$251.00	$128.00	C-SPIRE 4930 HARDY ST HATTIESBURG MS 39402
LIC-08-26-034930	$143.00		RA SHOP #7 LLC 629 LOTUS DR N. MANDEVILLE LA 704710000
LIC-08-26-034932	$70.00		DUFF AMUSEMENT CO, INC. 5194 HIGHWAY 49 S HATTIESBURG MS 39401-

LIC-08-26-034985	$71.00		THE SAVVY PAIR SHOE BOUTIQUE 205 MOBILE ST STE 10 HATTIESBURG MS 39401
LIC-08-26-034994	$1,671.00	$197.60	PUCKETT RENTS 7128 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-26-034998	$100.00		GILKEY ELECTRIC SUPPLY CO., INC. 1300 W PINE STREET HATTIESBURG MS 39401
LIC-08-26-034999	$2,040.00		THE HOME DEPOT #2905 4100 O'FERRELL STREET HATTIESBURG MS 39402
LIC-08-26-035005	$125.00		SALVAGE WORLD LLC 6975 HWY 49 HATTIESBURG MS 39401
LIC-08-26-035032	$240.00		COMMERCIAL BUSINESS INTERIORS, INC. 6927 HIGHWAY 49 N HATTIESBURG MS 39402
LIC-08-26-035046	$86.00		BONHOMIE GROCERY 1714 COUNTRY CLUB ROAD HATTIESBURG MS 39401
23	**$7,515.00**	**$362.85**	

Renewed Licenses

License No.	Amount	Penalty	Owner, Name, & Address of Business
LIC-07-26-034704	$95.00		EXPRESS OIL CHANGE & SERVICE CTR. 6118 US HWY 98 HATTIESBURG MS 39402
LIC-07-26-034729	$234.00		BIOMAT USA, INC. 1000 BROADWAY DR STE 42 HATTIESBURG MS 39402
LIC-07-26-034737	$350.00		E. CORNELL MALONE CORPORATION 910 SCOTT STREET HATTIESBURG MS 39401
LIC-07-26-034787	$80.00	$4.80	LAMAR ADVERTISING OF HATTIESBURG 2055 OAK GROVE ROAD HATTIESBURG MS 39403
LIC-08-26-034800	$230.00	$285.00	DOMINO'S PIZZA #5920 3203 HARDY STREET HATTIESBURG MS 39401
LIC-08-26-034801	$70.00	$2.60	PERFECT IMPRESSIONS PO BOX 15132 HATTIESBURG MS 394040000
LIC-08-26-034802	$80.00		TRUSTMARK NATIONAL BANK 6401 HIGHWAY 98 W HATTIESBURG MS 39402
LIC-08-26-034803	$80.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 JACKSON MS 392011071
LIC-08-26-034804	$350.00		TRUSTMARK NATIONAL BANK 248 E. CAPITOL ST STE 517 JACKSON MS 392011071
LIC-08-26-034805	$70.00		AUTO LOCATORS & SALES INC 6384 HWY 98 HATTIESBURG MS 39402-
LIC-08-26-034806	$120.00		IT REMARKETERS LLC 105 INDUSTRIAL DR HATTIESBURG MS 39401

LIC-08-26-034807	$130.00		LASER MANIA 905 HARDY ST HATTIESBURG MS
LIC-08-26-034808	$80.00		SMOOTHIE KING #641 6101 HWY 98 STE 70 HATTIESBURG MS 39402-
LIC-08-26-034810	$125.00		SOUTHERN FINANCIAL SYSTEMS, INC. 2603 OAK GROVE RD STE B HATTIESBURG MS 39402-
LIC-08-26-034812	$20.00		S & B CONSTRUCTION GROUP, LLC 6510 N SHADELAND AV STE. 200 INDIANAPOLIS IN 46220
LIC-08-26-034813	$80.00		TRUSTMARK NATIONAL BANK 3112 HARDY STREET HATTIESBURG MS 39401
LIC-08-26-034820	$80.00		U-HAUL COMPANY OF MISSISSIPPI PO BOX 21517 PHOENIX AZ 85036
LIC-08-26-034821	$80.00		U-HAUL COMPANY OF MISSISSIPPI PO BOX 21517 PHOENIX AZ 850361517
LIC-08-26-034822	$70.00		STRICK'S MARKET 3802 W 4TH STREET HATTIESBURG MS 39401-
LIC-08-26-034823	$70.00		PAGE FAMILY & SPORT CHIROPRACTIC 423 WEATHERSBY ROAD STE 120 HATTIESBURG MS 39402
LIC-08-26-034824	$20.00	$3.60	NANCY MASON REALTY 1110 W PINE ST HATTIESBURG MS 39401
LIC-08-26-034830	$186.00		DIGESTIVE DISEASES CENTER OF HATTIESBURG,LLC 1000 TURTLE CREEK DR STE 4 HATTIESBURG MS 39402
LIC-08-26-034831	$160.00		HUB CITY LAUNDRY 120 MANDALAY DR HATTIESBURG MS 39402
LIC-08-26-034832	$148.00		LITTLE CAESARS OF HATTIESBURG 3602 HARDY ST HATTIESBURG MS 39402
LIC-08-26-034833	$70.00		NEUROLOGY ASSOCIATES 5003 HARDY STREET STE 400 HATTIESBURG MS 39402-
LIC-08-26-034834	$80.00		FIRST HERITAGE CREDIT LLC 3317 HARDY STREET STE 50 HATTIESBURG MS 39401
LIC-08-26-034839	$80.00	$5.10	MAGIC HANDS SALON INC 4010 O'FERRAL STREET HATTIESBURG MS 39401-
LIC-08-26-034847	$135.00		DABBS STREET CENTER 926 DABBS STREET HATTIESBURG MS 39401
LIC-08-26-034850	$20.00	$2.20	TOMMY & SONS COMPLETE LAWN CARE 417 FREDRICK STREET HATTIESBURG MS 394010000
LIC-08-26-034854	$20.00		HOUSE & PROPERTY CARE 707 ADELINE STREET HATTIESBURG MS 39401

LIC-08-26-034860	$70.00		THE PAPER ROUTE HAIR STUDIO 2[illegible] BROADWAY DR STE 65 HATTIESBURG MS 39401
LIC-08-26-034864	$196.00		BROOKDALE HATTIESBURG I [illegible] FOX CHASE DRIVE HATTIESBURG MS 39402
LIC-08-26-034865	$101.00	$6.63	MIDTOWN DENTAL CLINIC [illegible] MADISON PLZ HATTIESBURG MS 39402
LIC-08-26-034869	$300.00		SOUTHERN SURGERY CENTER, LLC 3688 VETERAN MEMORIAL DRIVE STE 100 HATTIESBURG MS 39401-
LIC-08-26-034872	$70.00	$2.60	BOMBSHELL SALON 38 TUSCAN LN SUMRALL MS 39482
LIC-08-26-034876	$80.00		THE ACADEMY OF KIDS [illegible]39 N 38TH AVENUE HATTIESBURG MS 39401-
LIC-08-26-034877	$70.00	$2.40	C & J HAVEN ICE 512 BOUTSIKIS AVENUE HATTIESBURG MS 39401-
LIC-08-26-034879	$360.00	$73.20	INFINITE ATHLETICS INC. [illegible] FAIRFIELD DR HATTIESBURG MS 39402
LIC-08-26-034880	$180.00	$4.50	RIVERLOON APARTMENTS 3010 CAMPBELL DRIVE HATTIESBURG MS 39401-0000
LIC-08-26-034881	$120.00		RONCO TOWNHOMES 200 N 38TH AV HATTIESBURG MS 39401
LIC-08-26-034883	$120.00		1 SQUARE 6[illegible] THORNHILL DR HATTIESBURG MS 39402
LIC-08-26-034884	$120.00		ROBYN WOOD APARTMENTS [illegible]9 N 32ND AV HATTIESBURG MS 39401
LIC-08-26-034885	$120.00		EDGEWOOD TOWNHOMES 1700 S 28TH AV STE C HATTIESBURG MS 39402
LIC-08-26-034888	$70.00		MEDICAL ANALYSIS 6[illegible]5 HWY 49 STE 50 HATTIESBURG MS 39403
LIC-08-26-034890	$70.00	$28.80	BENNCO LLC 606 W 7TH ST HATTIESBURG MS 39401
LIC-08-26-034903	$120.00	$3.20	LINCOLN SQUARE TOWNHOMES OF HATTIESBURG, LLC P.O. BOX 16615 HATTIESBURG MS 39404
LIC-08-26-034905	$70.00		SPRING RIDGE ACADEMY 11[illegible]2 S 28TH AV STE 10 HATTIESBURG MS 39402
LIC-08-26-034906	$80.00		REGIONS BANK 50[illegible] MAIN ST STE 102 HATTIESBURG MS 39401
LIC-08-26-034907	$70.00		VOSS & ASSOCIATES, PLLC PO BOX 15189 HATTIESBURG MS 394045189

LIC-08-26-034908	$80.00		MIDTOWN ORAL AND FACIAL SURGERY 811 S 28TH AV HATTIESBURG MS 39402
LIC-08-26-034909	$70.00		SHOEMAKER PROPERTY MANAGEMENT LLC DBA PO BOX 17433 HATTIESBURG MS 394040000
LIC-08-26-034910	$20.00		T & C COMPANY INC 616 CAMPBELL LOOP HATTIESBURG MS 394013044
LIC-08-26-034912	$130.00		LENNY'S SUB SHOP 3704 HARDY ST HATTIESBURG MS 39401
LIC-08-26-034913	$70.00		VIEWPOINT EYECARE 102 N 38TH AV STE H HATTIESBURG MS 39401
LIC-08-26-034915	$70.00		PINE BELT CHIROPRACTIC INC 117 THORNHILL DRIVE HATTIESBURG MS 39402-
LIC-08-26-034916	$80.00		SOUTHERN UROLOGY SURGERY CENTER, LLC 139 FAIRFIELD DRIVE HATTIESBURG MS 39402-
LIC-08-26-034917	$130.00		EXECUTIVE INN 6595 HIGHWAY 49 HATTIESBURG MS 39401-
LIC-08-26-034918	$130.00		SLEEP INN & SUITES 309 S 16TH AV LAUREL MS 39440
LIC-08-26-034922	$71.00	$9.20	ANCHORED HOPE CLINIC 423 WEATHERSBY RD STE # 180 HATTIESBURG MS 39402
LIC-08-26-034924	$30.00		WILBORN TREE SERVICE INC 18 DELK RD HATTIESBURG MS 39401
LIC-08-26-034925	$70.00		CYPRESS OUTDOOR ADVERTISING, LLC 6504 HWY 98 STE 60 HATTIESBURG MS 39402
LIC-08-26-034927	$80.00		HATTIESBURG SURGERY CENTER 139 FAIRFIELD DRIVE HATTIESBURG MS 39403
LIC-08-26-034928	$70.00		UAR DIRECT LLC 5110 HWY 49 S HATTIESBURG MS 39401-
LIC-08-26-034933	$80.00		SMART START COMMUNITY SCHOOL LLC 2 183 OLD AIRPORT RD HATTIESBURG MS 39401
LIC-08-26-034936	$20.00		JOHNNY DUPREE REALTY 1028 N MAIN STREET HATTIESBURG MS 39401
LIC-08-26-034937	$20.00		FAITH CONSULTANT, LLC 1028 N MAIN STREET HATTIESBURG MS 39401
LIC-08-26-034938	$171.00		B-CONNECTION P O BOX 222 MCLAIN MS 39456
LIC-08-26-034939	$246.00	$59.10	[illegible]-GRANDE AUTH. MEXICAN REST. LLC [illegible] URTLE CREEK DRIVE [illegible] IESBURG MS 39402-

LIC-08-26-034940	$131.00	$3.	GILLILAND ELECTRONICS SUPPLY CO. 72 INDUSTRIAL DRIVE HATTIESBURG MS 39402
LIC-08-26-034941	$21.00	$2.	AMBASSADOR CONSTRUCTION 310 RUBY STREET HATTIESBURG MS 394010000
LIC-08-26-034942	$130.00		KEENE, BAINE, SANDERSON, HAIGLER & EAVERSON, PA 12 PROFESSIONAL PARKWAY HATTIESBURG MS 39402-
LIC-08-26-034943	$70.00		JOHN P KAVANAUGH LLC PO BOX 15669 HATTIESBURG MS 39404-
LIC-08-26-034945	$70.00		HATTIESBURG CLINIC - TRAINING ROOM "C" 114 N 40TH AV STE C HATTIESBURG MS 39401
LIC-08-26-034946	$70.00		HATTIESBURG CLINIC - TRAINING ROOM B 415 S 28TH AV HATTIESBURG MS
LIC-08-26-034947	$350.00		HATTIESBURG CLINIC CLOVERLEAF MED PLAZA 5909 HWY 49 HATTIESBURG MS 39401
LIC-08-26-034948	$305.00		BEAN MOVING AND STORAGE PO BOX 17018 HATTIESBURG MS 39404-7018
LIC-08-26-034949	$260.00		PEPSI COLA OF HATTIESBURG 6817 HIGHWAY 49 HATTIESBURG MS 39402
LIC-08-26-034954	$120.00		RE/MAX REAL ESTATE PARTNERS 119 MAYFAIR ROAD HATTIESBURG MS 39402
LIC-08-26-034958	$80.00		WAYSIDE CHILD DAY CARE 919 EDWARDS STREET HATTIESBURG MS 39401
LIC-08-26-034973	$70.00		THE UPS STORE #2758 6068 HIGHWAY 98 W STE 1 HATTIESBURG MS 39402
LIC-08-26-034977	$70.00		PALADIN SYSTEMS LLC 6086 US HWY 98 STE 2 HATTIESBURG MS 39402
LIC-08-26-034978	$70.00		ASC OF HATTIESBURG, LLC 103 MILLSAPS DRIVE HATTIESBURG MS 39402
LIC-08-26-034981	$71.00		EAST SIDE AUTO REPAIR 121 TUSCAN AVENUE HATTIESBURG MS 394010000
LIC-08-26-034982	$70.00		AMERICAN DATA MANAGEMENT AND STORAGE, LLC 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-08-26-034983	$70.00		AMERICAN SELF STORAGE 1110 W PINE STREET HATTIESBURG MS 39401-
LIC-08-26-034984	$80.00		MS FIRE/FRED'S FIRE 500 CAMPBELL LOOP HATTIESBURG MS 39402
LIC-08-26-034986	$70.00		C & M TRANSMISSION, LLC 415 E PINE STREET HATTIESBURG MS 39401

LIC-08-26-034987	$20.00		BONNER ELECTRIC CO. 933 RICHBURG HILL ROAD HATTIESBURG MS 39402
LIC-08-26-034990	$126.00	$73.25	BLISS BRIDAL 152 N SECTION ST FAIRHOPE AL 36532
LIC-08-26-034996	$250.00		ANIMAL MEDICAL CENTER OF H'BURG PA 3422 HARDY ST HATTIESBURG MS 39402
LIC-08-26-034997	$30.00		MYERS UNDERGROUND LLC 408 RYAN ROAD HATTIESBURG MS 39401
LIC-08-26-035000	$80.00		PINE BELT PERIODONTICS, PLLC 9 MEDICAL BOULEVARD HATTIESBURG MS 39401
LIC-08-26-035002	$104.00		PEDIATRUST HATTIESBURG, LLC 401 S 40TH AV HATTIESBURG MS 39402
LIC-08-26-035003	$120.00		THE VENUE 127 BUSCHMAN STREET STE 10 HATTIESBURG MS 39401-
LIC-08-26-035006	$80.00		METRO MEDICAL 5268 OLD HWY 11 STE 1 & 2 HATTIESBURG MS 39402
LIC-08-26-035007	$75.00	$2.75	JOHN WHITE LTD 215 S 40TH AVENUE HATTIESBURG MS 39402-
LIC-08-26-035008	$20.00		LEE'S MAINTENANCE 1918 EDWARDS STREET HATTIESBURG MS 394010000
LIC-08-26-035009	$80.00		AUTO ARMATURE SERVICE INC. 200 BROADWAY DRIVE HATTIESBURG MS 39401-
LIC-08-26-035010	$70.00		HUB CITY GRAPHIX 2902 HARDY ST STE 60 HATTIESBURG MS 39402
LIC-08-26-035011	$110.00		SPORTS CONTRACTORS UNLIMITED LLC 2010 OAK GROVE RD BULDING 4 STE 2 HATTIESBURG MS 39402
LIC-08-26-035012	$86.00		SHIPLEY DONUTS 2011 HARDY STREET HATTIESBURG MS 394010000
LIC-08-26-035013	$186.00		MACK GRUBBS HYUNDAI LLC 6507 HIGHWAY 98 HATTIESBURG MS 39402-
LIC-08-26-035015	$160.00		WAFFLE HOUSE #1980 963 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-08-26-035019	$160.00		HAVARD PEST CONTROL INC 5297 OLD HIGHWAY 11 1 HATTIESBURG MS 39403
LIC-08-26-035021	$80.00		SMITH PETROLEUM, INC. 5415 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-08-26-035022	$120.00		LEAMAN'S ANTIQUES 103 W PINE STREET HATTIESBURG MS 39402

LIC-08-26-035023	$250.00	MCDONALD'S #1446 3111 HARDY STREET HATTIESBURG MS 39402
LIC-08-26-035028	$70.00	EDWARD JONES 107 FAIRFIELD DRIVE STE 30 HATTIESBURG MS 39402-0000
LIC-08-26-035029	$70.00	COMPLIANCE ENVIROSYSTEMS, LLC 1401 SEABORD DRIVE BATON ROUGE LA 70810-
LIC-08-26-035030	$154.00	PIZZA HUT #2212 1000 BROADWAY DR HATTIESBURG MS 39401
LIC-08-26-035031	$70.00	J B DENTAL LAB 2019 HARDY STREET HATTIESBURG MS 39401
LIC-08-26-035033	$42.00	RDA SERVICE COMPANY, INC. 8125 JOY ST CITRONELLE AL 36522
LIC-08-26-035034	$70.00	THE OAKS ICC 607 CORINNE ST STE A1 HATTIESBURG MS 39401
LIC-08-26-035036	$113.00	POMANK VENTURES 500 KATIE AV HATTIESBURG MS 39401
LIC-08-26-035037	$45.00	HEADRICK SIGN & GRAPHICS, INC. 1 FREEDOM SQUARE LAUREL MS 39440
LIC-08-26-035042	$211.00	PANERA BREAD 4600 HARDY ST HATTIESBURG MS 39402
LIC-08-26-035044	$70.00	YORK DEVELOPMENT, LLC 112 SHEFFIELD LOOP HATTIESBURG MS 39402-
117	**$12,738.00**	**$567.43**

Total Collection for August

New Licenses	**$7,515.00**
Renewed Licenses	**$12,738.00**
Penalties	**$930.28**
Grand Total	**$21,183.28**

Memorandum

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

From: **Wiley Quinn, Urban Development Director, Dequandra Johnson**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, September 8, 2026**

Re: **Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.**
File Number: 2026-753
Minute Book #

Summary
Approve and authorize issuance of manual checks for CDBG/HOME Claims per attached.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

Dixie Heating and Air
80 Jake Johnson Rd
Purvis, MS 39475

Phone: (601) 549-2791
dixiehvacllc@gmail.com
dixiehvac.org

Bill to
city of hattiesburg

Ship to
city of hattiesburg

Work Order #: 3952

Transaction Date:

Terms: Due on receipt

Customer PO #: 927 Luther St

Invoice #: i4715

Item	Description	Quantity	Price	Amount
Hvac system	2 ton 14.3 seer package unit	1	$7,677.00	$7,677.00
Labor		1	$992.00	$992.00

Subtotal:	$8,669.00
Tax:	$606.83
Total:	$9,275.83
Payments:	$0.00
Balance Due:	$9,275.83

RBJ 4/25/26

Dixie Heating and Air
80 Jake Johnson Rd
Purvis, MS 39475

Phone: (601) 549-2791
dixiehvacllc@gmail.com
dixiehvac.org

Bill to
city of hattiesburg

Ship to
city of hattiesburg

Work Order #: 3953

Transaction Date: 8/25/2026

Terms: Due on receipt

Customer PO #: 815 Grace Ave

Invoice #: i4716

Item	Description	Quantity	Price	Amount
Labor		1	$899.11	$899.11
Hvac system	ameristar 2.5 ton system	1	$8,423.89	$8,423.89

Subtotal:	**$9,323.00**
Tax:	$652.61
Total:	**$9,975.61**
Payments:	**$0.00**
Balance Due:	**$9,975.61**

RECEIVED 8/26/26

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

Date: 8/26 /26

BILL TO:

MR. WILEY QUINN
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement
Labor & Materials to Complete Repair

PROJECT DESCRIPTION: 617 DUKE AVENUE

INVOICE # 617 -2026

DESCRIPTION	QUANTITY	PRICE	TOTAL
Bundles of Shingles	69	48	3312
Synthetic Felt	3	95	285
Nails for Felt & Shingles	3	85	255
Boxes of Drip Edge	1	150	150
Boxes of Nail-Over Ridge/ Turbines	2	175	350
¾" CDX for Overhangs	-	-	-
1/2" OSB	12	35	420
1x10x12' Decking	-	-	-
1X4X12' Treated	30	15	450
1x6 or 1x8 Fascia	-	-	-
3/8" A.C.	-	-	-
2x6x20'	8	25	200
#8 Decking/ #8 Finish/ #8 Metabo Nails	1	75	75
Metal Flashing / 4" Angle Flashing	7	20	140
Rubber/Metal/Zipper Boots	4	25	100
Roof Labor	-	-	7063
Insurance	-	-	350
Project Manager	-	-	1000
Paint	-	-	100
Clean-Up & Haul Away Debris	-	-	750
TOTAL AMOUNT DUE:			*$15,000.00*

RECEIVED 8/27/26

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

Date: 8/26/26

BILL TO:

MR. WILEY QUINN
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement
Labor & Materials to Complete Repair

PROJECT DESCRIPTION: 1812 Pearl Street

INVOICE # 1812 -2026

DESCRIPTION	QUANTITY	PRICE	TOTAL
Bundles of Shingles	66	48	3168
Synthetic Felt	2	95	190
Nails for Felt & Shingles	2	85	170
Boxes of Drip Edge	-	-	-
Boxes of Nail-Over Ridge/ Turbines	2	175	350
¾" CDX for Overhangs	-	-	-
1/2" OSB	10	35	350
1x10x12' Decking	-	-	-
1x2	1	20	20
1x6 or 1x8 Fascia	1	40	40
3/8" A.C.	-	-	-
1x6 or 1x8 C-Pine	-	-	-
#8 Decking/ #8 Finish/ #8 Metabo Nails	-	-	-
Metal Flashing	-	-	-
Rubber/Metal/Zipper Boots	2	25	50
Roof Labor	-	-	2537
Insurance	-	-	350
Project Manager	-	-	500
Paint	-	-	-
Clean-Up & Haul Away Debris	-	-	500
TOTAL AMOUNT DUE:			*$8,225.00*

RECEIVED 8/27/26

STARTER HOMES OF MISSISSIPPI

57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

Date: 8/26 /26

BILL TO:

MR. WILEY QUINN
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement
Labor & Materials to Complete Repair

PROJECT DESCRIPTION: 606 MARTIN LUTHER KING AVE.

INVOICE: #606 -2026

DESCRIPTION	QUANTITY	PRICE	TOTAL
Bundles of Shingles	87	48	4176
Synthetic Felt	3	95	285
Nails for Felt & Shingles	3	85	255
Boxes of Drip Edge	1	150	150
Boxes of Nail-Over Ridge/ Turbines	2	175	350
¾" CDX for Overhangs	4	45	180
1/2" OSB	-	-	-
1x10x12' Decking	-	-	-
1x2	-	-	-
1X6X12' Treated	5	20	100
3/8" A.C.	-	-	-
1x6 or 1x8 C-Pine	-	-	-
#8 Decking/ #8 Finish/ #8 Metabo Nails	-	-	-
Metal Flashing	-	-	-
Rubber/Metal/Zipper Boots	2	25	50
Roof Labor	-	-	5454
Insurance	-	-	350
Project Manager	-	-	1000
Paint	-	-	-
Clean-Up & Haul Away Debris	-	-	750
TOTAL AMOUNT DUE:			*$13,100.00*

RECEIVED 8/27/26

STARTER HOMES OF MISSISSIPPI
57 CARTER DRIVE
SEMINARY, MS. 39479
PHONE: (601) 408-7120

Date: 8/26/26

BILL TO:

MR. WILEY QUINN
COMMUNITY DEVELOPMENT
P.O. BOX 1898
HATTIESBURG, MS. 39401

Re: Roof Replacement Reimbursement
Labor & Materials to Complete Repair

PROJECT DESCRIPTION: 530 Dawson Street

INVOICE # 530-2026

DESCRIPTION	QUANTITY	PRICE	TOTAL
Bundles of Shingles	99	48	4752
Synthetic Felt	3	95	285
Nails for Felt & Shingles	3	85	255
Boxes of Drip Edge	2	150	300
Boxes of Nail-Over Ridge/ Turbines	2	175	350
¾" CDX for Overhangs	-	-	-
1/2" OSB (Needed an additional 82 sheets)	112	35	3920
1x10x12' Decking	-	-	-
1x2	-	-	-
1x6 or 1x8 Fascia	-	-	-
2X4X16'	8	15	120
2X6X16'	8	25	200
#8 Decking/ #8 Finish/ #8 Metabo Nails	2	75	150
Metal Flashing	6	15	90
Rubber/Metal/Zipper Boots	1	75	75
Roof Labor	-	-	8018
Insurance	-	-	350
Project Manager	-	-	1000
Paint	-	-	-
Clean-Up & Haul Away Debris	-	-	750
			$20,615.00
TOTAL AMOUNT DUE:			***$20,000.00***

RECEIVED 8/27/26

Dixie Heating and Air
80 Jake Johnson Rd
Purvis, MS 39475

Phone: (601) 549-2791
dixiehvacllc@gmail.com
dixiehvac.org

Bill to
city of hattiesburg

Ship to
city of hattiesburg

Work Order #: 3954

Transaction Date:

Terms: Due on receipt

Customer PO #: 705 railroad st

Invoice #: i4717

Item	Description	Quantity	Price	Amount
Hvac system	6-12000 btu mini splits including surge protectors e-lite condensor pads copper line sets and wall covers at 705 w railroad street hattiesburg ms	1	$14,629.69	$14,629.69
Labor		1	$1,023.30	$1,023.30

Subtotal:	$15,652.99
Tax:	$1,095.71
Total:	$16,748.70
Payments:	$0.00
Balance Due:	$16,748.70

Paid by 4/28/26

INVOICE

Frye Environmental
126 Stamp Mill Lane
Dahlonega, GA 30533
404-313-7139
Sandra@frye-environmental.com

Purchase Order Number NA
Date : 8/31/2026
Invoice Number: 0009

City of Hattiesburg, Community Development Division
Dequandra Johnson
P.O. Box 1898
Hattiesburg, MS 39403-1898

Type of Work	Project Description	Total Hours worked	Line Total
Environmental Reviews	Tier 2 Checklist - 1210 Estelle Street	3.00	$ 600.00

Subtotal	$ 600.00
Sales Tax @	$ -
TOTAL	$ 600.00

Make all checks payable to Frye Environmental.

THANK YOU FOR YOUR BUSINESS!

Memorandum

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

From: **Wiley Quinn, Urban Development Director, Dequandra Johnson**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, September 8, 2026**

Re: **Approve and authorize the publication of a Request for Qualifications (RFQ) for Radon Testing Services for HUD CDBG and HOME Programs.**
File Number: 2026-766
Minute Book #

Summary
Approve and authorize the publication of a Request for Qualifications (RFQ) for Radon Testing Services for HUD CDBG and HOME Programs.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS (RFQ)
RADON TESTING FIRMS

NOTICE IS HEREBY GIVEN that the City of Hattiesburg (City) is seeking qualified radon testing/measurement firms to provide radon testing services at residential structures that may be owner- or tenant-occupied within the city limits of Hattiesburg. Statement of Qualifications (SOQ) will be received until 10:00 A.M., Thursday, September 24, 2026, in the City Clerk's Office in City Hall.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by submitting all questions via email to cdbg@hattiesburgms.com by September 21, 2026.

Each Statement of Qualification (SOQ) must be received in a sealed envelope which is marked in the lower left-hand corner with the words "RFQ Submission – Radon Testing Firms" and the DATE OF THE OPENING ("Thursday, September 24, 2026").

The City of Hattiesburg, through its Department of Urban Development, Community Development Division (CDD), is seeking qualified radon testing/measurement firms to provide radon testing services for residential properties assisted through the City's federally funded Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. The purpose of this solicitation is to establish a pool of qualified firms that may be assigned residential properties for radon testing on an as-needed basis. Properties may be owner-occupied or otherwise assisted through an eligible CDBG or HOME housing activity.

PUBLISHED by Order of the Council on this, the 8th day of September, 2026

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, September 10, 2026, Thursday, September 17, 2026.

REQUEST FOR QUALIFICATIONS (RFQ)
RADON TESTING FIRMS

1.0 INTRODUCTION

The City of Hattiesburg, through its Department of Urban Development, Community Development Division (CDD), is seeking qualified radon testing/measurement firms to provide radon testing services for residential properties assisted through the City's federally funded Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs as needed.

2.0 PURPOSE

The purpose of this solicitation is to establish a pool of qualified firms that may be assigned residential properties for radon testing on an as-needed basis. Properties may be owner-occupied or tenant-occupied and assisted through eligible CDBG or HOME housing activities. Inclusion in the qualified pool does not guarantee the assignment of work or a minimum number of projects.

3.0 SCOPE OF SERVICES

Firms selected for the qualified pool may be requested to perform the following services:

1. Conduct radon testing/measurement at residential properties identified by CDD.
2. Perform testing in accordance with applicable HUD requirements and nationally recognized radon measurement standards.
3. Use appropriate radon measurement devices and testing protocols for the property and project conditions.
4. Coordinate access and testing schedules with CDD and/or the property owner or occupant.
5. Properly place, retrieve, process and document testing devices.
6. Provide a written report for each property identifying the property, testing dates, testing method/device, location(s) tested, results in pCi/L, and other required testing information.
7. Clearly identify measurement results at or above the applicable EPA radon action level.
8. Provide reports electronically in PDF format.
9. Perform additional or follow-up testing when authorized by CDD.

4.0 DURATION OF THE ENGAGEMENT

The City intends to establish a pool of qualified firms for a period of two (2) years from the date the qualified pool is approved by the City Council. Placement in the qualified pool does not guarantee the assignment of work or a minimum number of projects. All assignments are subject to the availability of CDBG and/or HOME funds and written authorization by the City.

5.0 QUALIFICATIONS

Firms must demonstrate the qualifications and capacity necessary to perform residential radon measurement services. At a minimum, respondents shall provide:

1. Evidence of current professional certification/credentialing for personnel performing or supervising radon measurement services through a nationally recognized radon

proficiency program, such as the National Radon Proficiency Program (NRPP) or National Radon Safety Board (NRSB), as applicable.
2. Evidence of any license, certification, or registration required by applicable federal, state, or local law to perform the proposed services.
3. Demonstrated experience performing residential radon testing/measurement.
4. Demonstrated ability to perform testing and provide documentation in accordance with applicable HUD requirements and nationally recognized radon measurement standards.
5. Ability to provide timely written testing reports and supporting documentation required by the City.

6.0 SUBMISSION REQUIREMENTS

Interested firms consultants must submit the following:

1. Cover letter summarizing the firm's qualifications and relevant experience.
2. Company profile and identification of key personnel who will perform or supervise the work.
3. Copies of applicable radon measurement certifications/credentials for personnel who will perform or supervise testing.
4. Three (3) references from organizations or clients for which similar services have been performed.
5. A description of the firm's availability and typical turnaround time for scheduling testing and providing final reports.
6. A cost proposal identifying the firm's standard per-property or per-unit fee for residential radon testing, including device placement, retrieval, analysis, and written report. Any additional charges for additional devices, follow-up testing, expedited services, travel, or other services shall be separately identified.

7.0 EVALUATION AND ESTABLISHMENT OF QUALIFIED POOL

Responses will be reviewed to determine whether each respondent meets the minimum qualifications and requirements of this RFQ. All respondents determined by the City to be qualified and responsive may be approved for inclusion in the City's pool of qualified radon testing firms.

In making this determination, the City will consider:

- Required radon measurement credentials/certifications;
- Relevant residential radon testing experience;
- Qualifications of personnel assigned to perform the work;
- Ability and availability to provide services within the City's required timeframe;
- References and past performance; and
- Reasonableness of proposed pricing.

Inclusion in the qualified pool does not guarantee the assignment of work. The City reserves the right to assign work among qualified firms based upon availability, project needs, pricing, performance, capacity, and other relevant program considerations.

The City reserves the right to establish a pool consisting of multiple qualified firms or to reject any or all submissions when determined to be in the best interest of the City. The target date for approval of the qualified pool is October 1, 2026.

8.0 DEADLINE & SUBMISSION PROCESS

All submissions must be received by **September 24, 2026, at 10:00 a.m.**, and mailed or hand-delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, MS 39403-1898. The exterior of the sealed envelope shall be clearly marked **"RFQ Submission – Radon Testing Firms."** Late submissions will not be considered.

Questions regarding this RFQ must be submitted via email to cdbg@hattiesburgms.com no later than September 21, 2026.

9.0 GENERAL CONDITIONS

Selection for inclusion in the qualified pool does not constitute a guarantee of work. No firm shall perform services or incur costs on behalf of the City without prior written authorization from CDD. Firms selected for the qualified pool may be required to agree with the City before the performance of services.

The City reserves the right to reject any or all Statements of Qualifications, waive minor irregularities or informalities, request additional information or clarification from respondents, and select multiple firms for inclusion in the qualified pool when determined to be in the best interest of the City.

10.0 FEDERAL REQUIREMENTS

Services performed under this RFQ may be funded in whole or in part with federal funds provided by the U.S. Department of Housing and Urban Development (HUD) through the CDBG and/or HOME programs. Firms selected for the qualified pool shall comply with all applicable federal, state, and local requirements associated with the funding source and the services performed, including applicable requirements of 2 CFR Part 200 and HUD program requirements.

Applicable federal contract provisions and certifications may be incorporated into subsequent agreements or work authorizations, as required.

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve plans and specifications for the Tipton Street Lighting Project and authorize advertisement for bids.**
File Number: 2026-757
Minute Book #

Summary
Approve plans and specifications for the Tipton Street Lighting Project and authorize advertisement for bids.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

CONSTRUCTION PLANS

FOR

TIPTON STREET LIGHTING PROJECT

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

GAS
SPIRE INC.
315 MAIN STREET
HATTIESBURG, MS 39401
(601) 544-6001

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

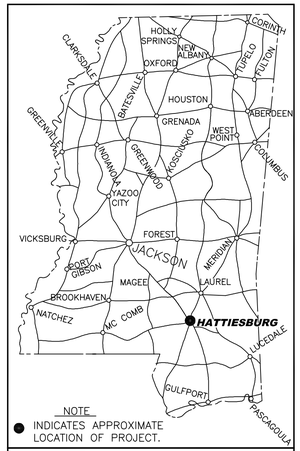
TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626



GEODETIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:

LATITUDE: N 31°20'08.6"
LONGITUDE: W 89°18'04.2"

DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
E1	ELECTRICAL SITE REFERENCE, LEGEND, DETAILS
E2	PARTIAL SITE LIGHTING PLANS
E3	PARTIAL SITE LIGHTING PLANS

SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

811 Know what's **below.** **Call** before you dig.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
26040714471663	TIPTON STREET

AUGUST 2026

MAYOR

Toby Barker

COUNCIL PERSONS

Jeffrey George, President
Dave Ware, Vice President
Eric Boney
LeAnn Vance
Nicholas Brown

DIRECTOR OF ENGINEERING

Marybeth Bergin, PE

NO.	DATE	DESCRIPTION	BY

PREPARED BY:

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Working No. 1
Sheet No. 1
Drawing No.: 12256

G:\PROJECTS\Hattiesburg_City of\12256 - Tipton Street Lighting Project\4. Design\12256 CAD Files\12256_CvrMap.dwg, 1/8/2026 12:30:17 PM

RANGE 13 WEST

TOWNSHIP 4 NORTH

PROJECT

CITY LIMITS

10

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)

NO.	DATE	DESCRIPTION	BY

VICINITY MAP

TIPTON STREET LIGHTING PROJECT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

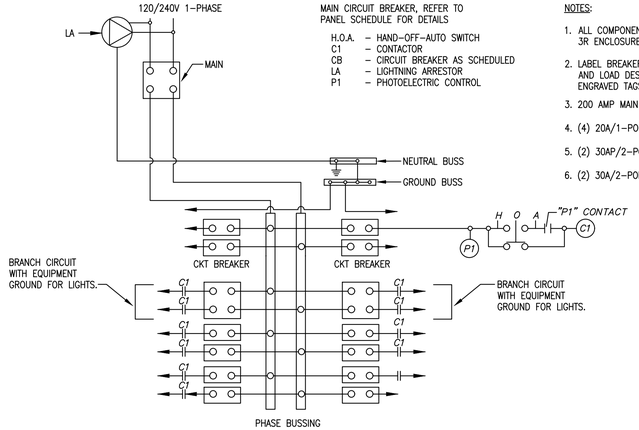
sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Drawn by: SLS	Checked by: SEM
Date: 08-26-2026	Scale: AS NOTED
Drawing No.: 12256	Sheet No. 2

G:\PROJECTS\Hattiesburg_City of\12256 - Tipton Street Lighting Project\4. Design\12256\CAD Files\12256_CivMap.dwg, 8/29/2026 12:30:18 PM

ELECTRICAL LEGEND

LIGHTING	CONDUIT AND WIRE
POLE AND POLE MOUNTED FIXTURE – SINGLE FIXTURE	CONDUIT BELOW GRADE OR CONCEALED IN COLUMN
SECONDARY POWER CONTROLLER WITH METER	CONTINUATION OF CONDUIT RUN
	CIRCUIT CONDUCTORS IN CONDUIT
	MULTIPLE CIRCUIT CONDUCTORS IN CONDUIT WITH NEUTRALS
	GROUND CONDUCTORS IN CONDUIT



MAIN CIRCUIT BREAKER, REFER TO PANEL SCHEDULE FOR DETAILS

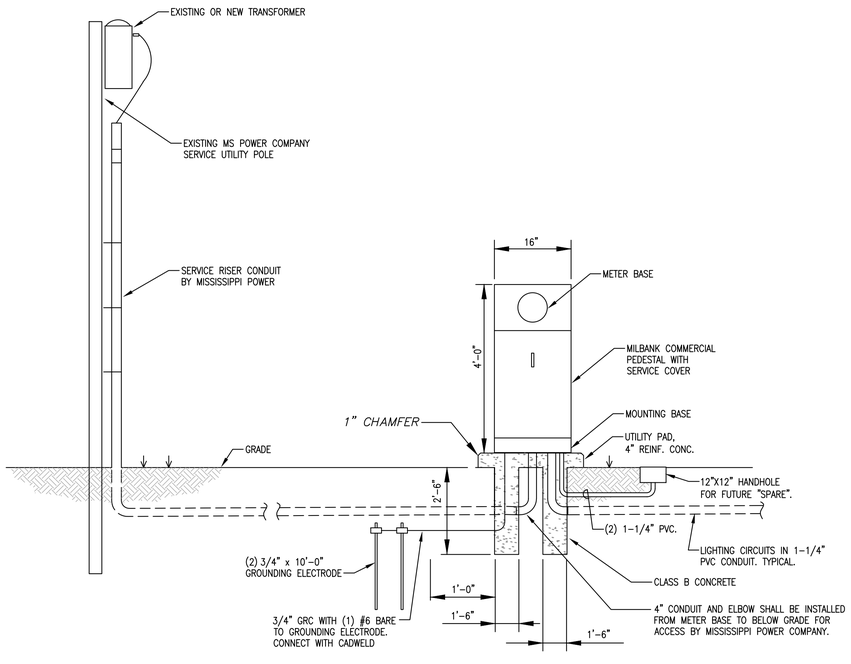
- H.O.A. – HAND–OFF–AUTO SWITCH
- C1 – CONTACTOR
- CB – CIRCUIT BREAKER AS SCHEDULED
- LA – LIGHTNING ARRESTOR
- P1 – PHOTOELECTRIC CONTROL

NOTES:

1. ALL COMPONENTS LOCATED INSIDE NEMA 3R ENCLOSURE UNLESS NOTED
2. LABEL BREAKERS WITH CIRCUIT NUMBERS AND LOAD DESCRIPTION WITH PHENOLIC ENGRAVED TAGS.
3. 200 AMP MAIN BREAKER.
4. (4) 20A/1–POLE BREAKERS.
5. (2) 30AP/2–POLE BREAKERS FOR LIGHT CIRCUITS.
6. (2) 30A/2–POLE BREAKERS FOR SPARE.

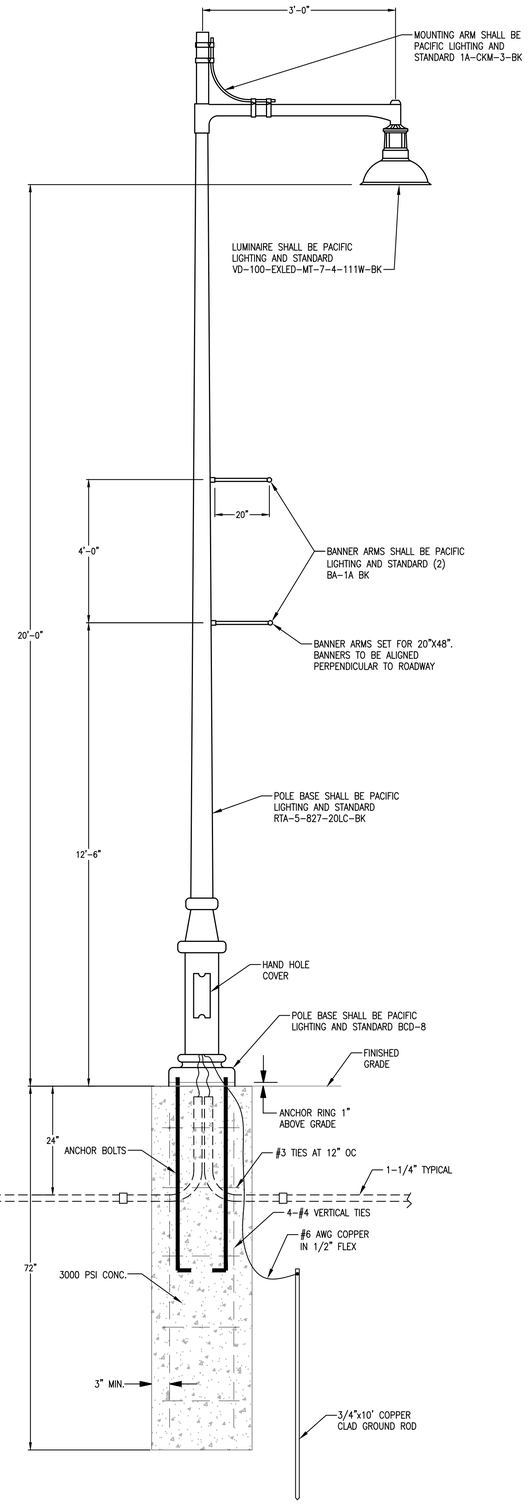
1 SCHEMATIC LIGHTING CONTROLLER DETAIL

E1 SCALE: NOT TO SCALE



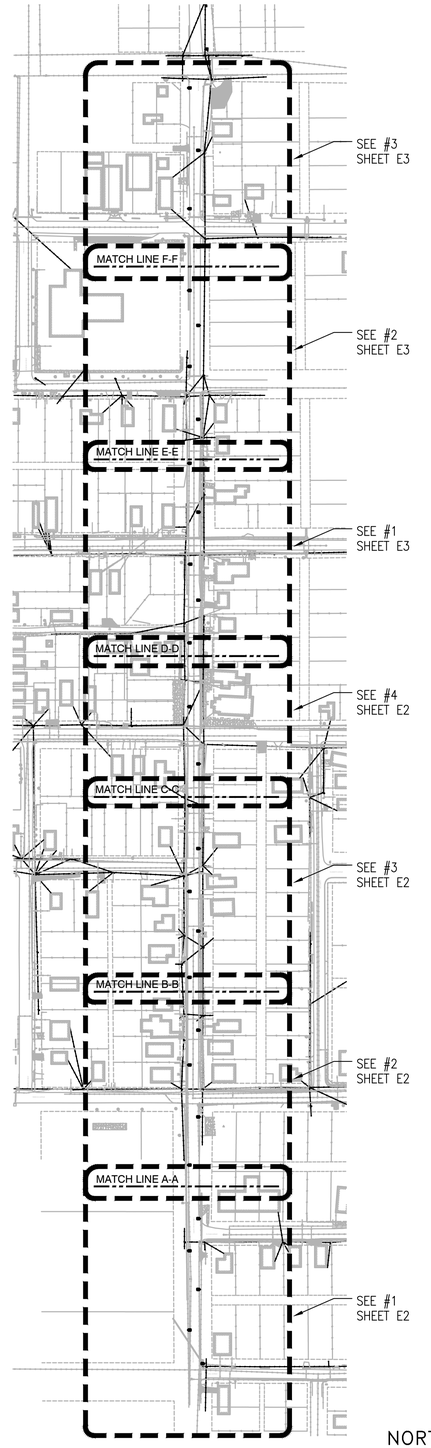
2 SECONDARY POWER CONTROLLER DETAIL

E1 SCALE: NOT TO SCALE



3 POLE "SP1" DETAIL

E1 SCALE: NONE



4 OVERALL ELECTRICAL SITE REFERENCE PLAN

E1 SCALE: 1" = 150'-0"

GREGORY P. WYRICK — REGISTERED PROFESSIONAL ENGINEER — STATE OF MISSISSIPPI — 8/27/26

NO.	DATE	DESCRIPTION	BY

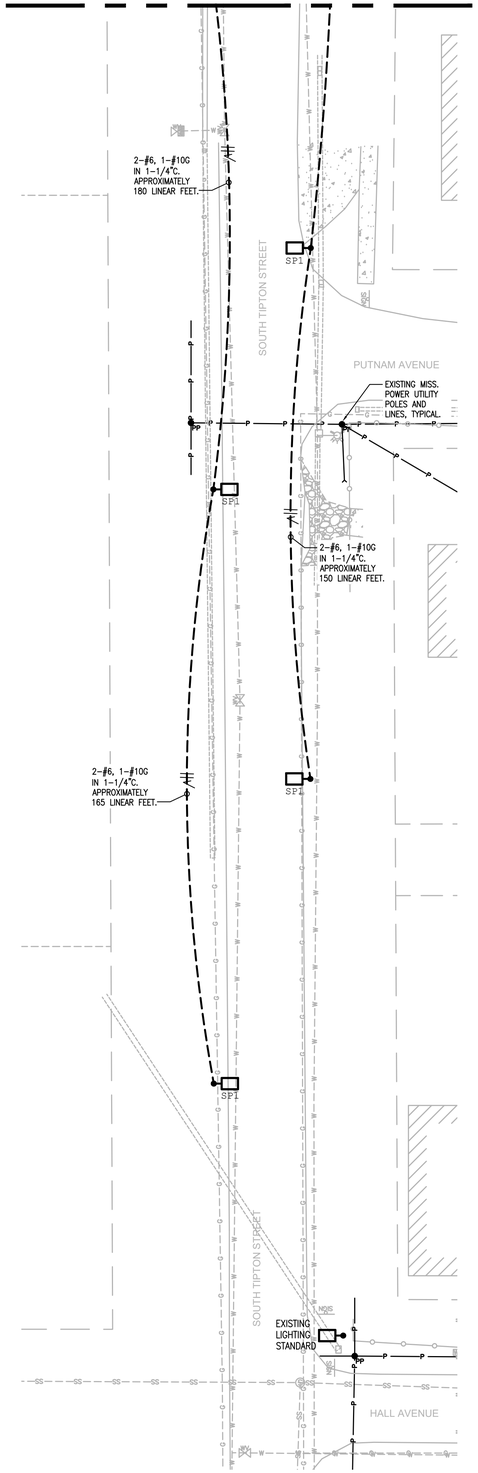
ELEC. LEGEND, DETAILS

TIPTON STREET LIGHTING
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Drawn by: WH	Checked by: GPW
Date: 8/27/2026	Scale: AS NOTED
Drawing No.: E1	Sheet No. E1

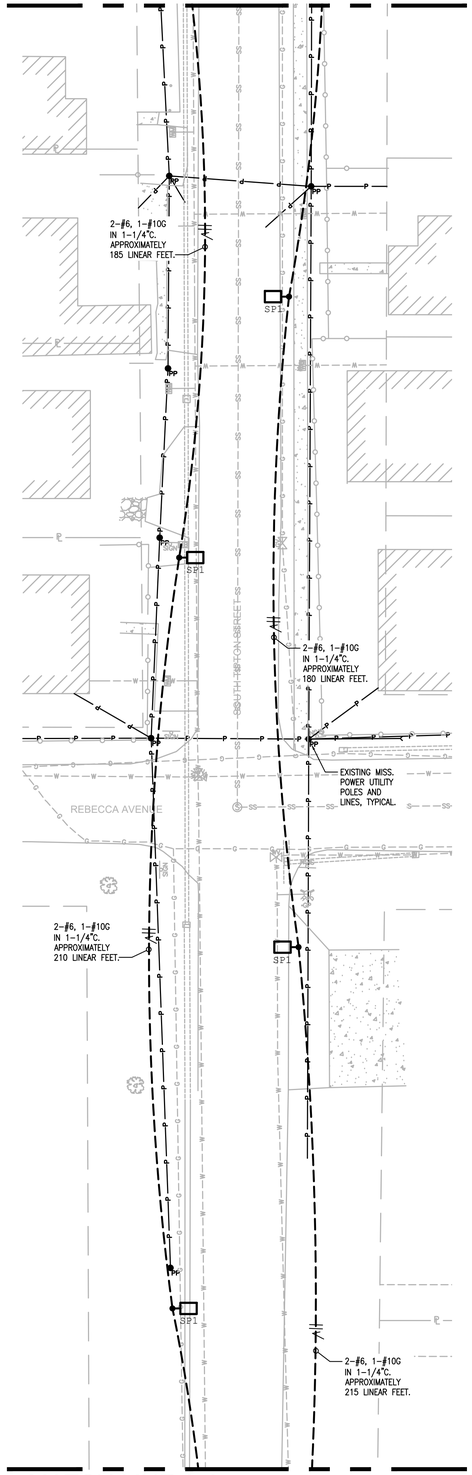
MATCH LINE A-A



1 PARTIAL ELECTRICAL SITE LIGHTING PLAN
E2 SCALE: 1" = 20'-0"

NORTH

MATCH LINE B-B

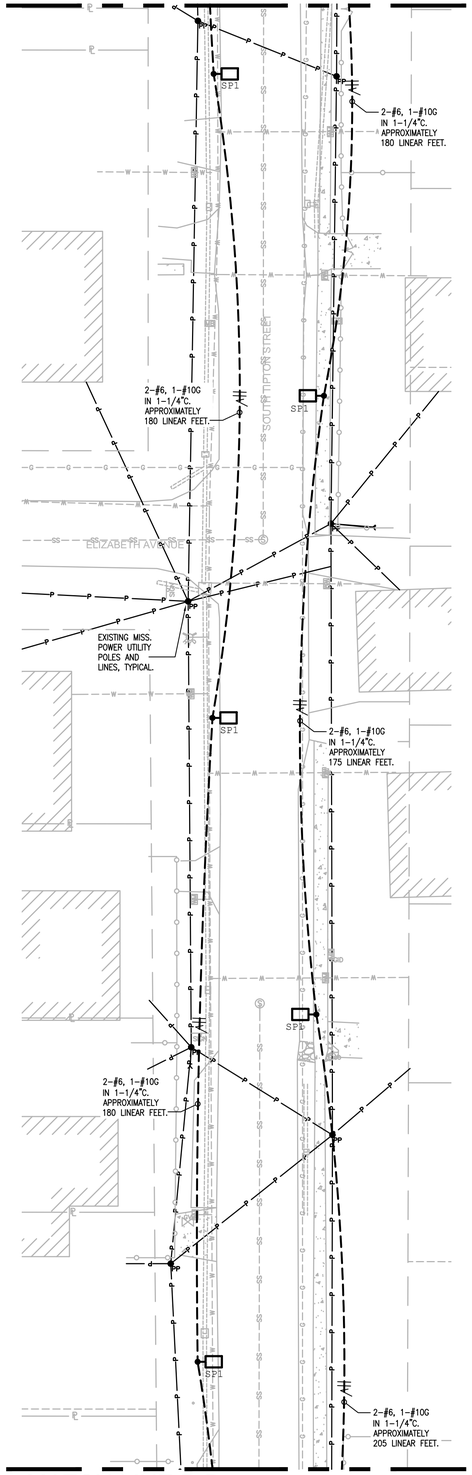


MATCH LINE A-A

2 PARTIAL ELECTRICAL SITE LIGHTING PLAN
E2 SCALE: 1" = 20'-0"

NORTH

MATCH LINE C-C

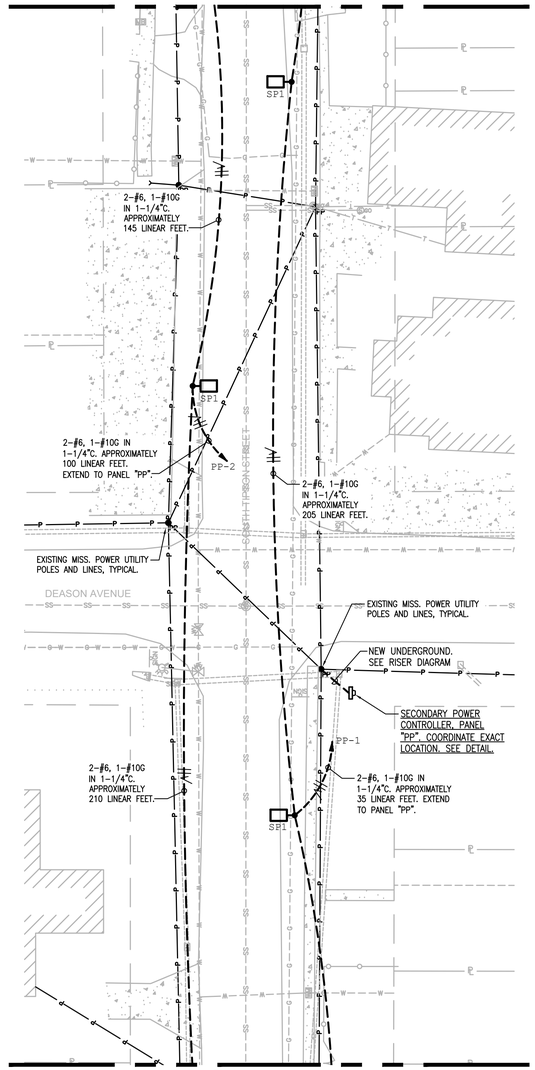


MATCH LINE B-B

3 PARTIAL ELECTRICAL SITE LIGHTING PLAN
E2 SCALE: 1" = 20'-0"

NORTH

MATCH LINE D-D



MATCH LINE C-C

4 PARTIAL ELECTRICAL SITE LIGHTING PLAN
E2 SCALE: 1" = 20'-0"

NORTH

GREGORY P. WYROSTOK — REGISTERED PROFESSIONAL ENGINEER — No. 24178 — STATE OF MISSISSIPPI — 8/27/26

NO.	DATE	DESCRIPTION	BY

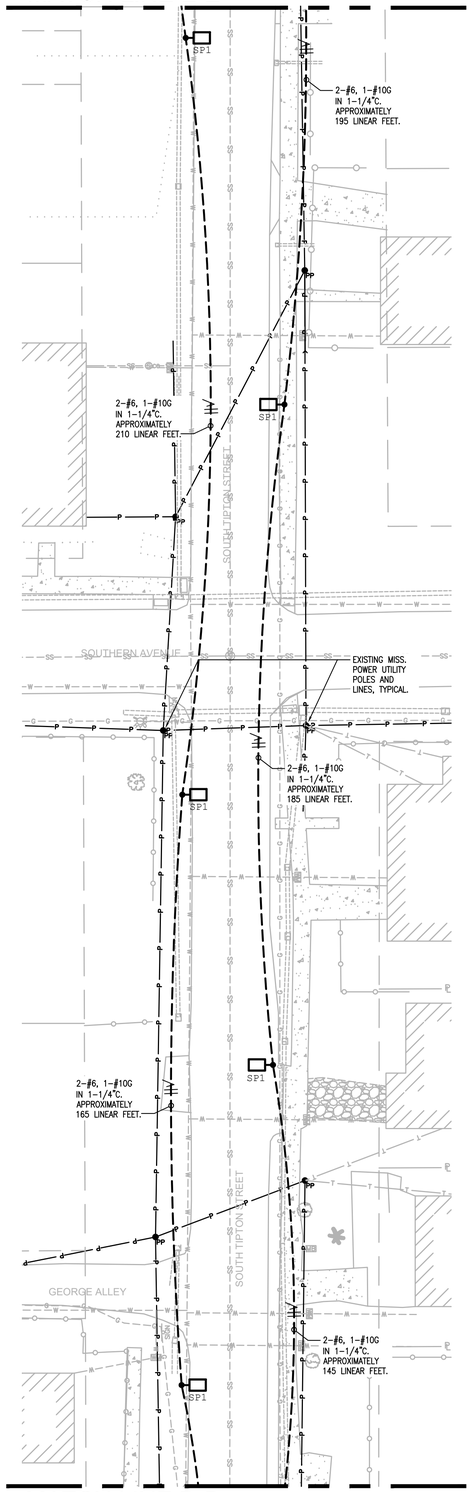
PARTIAL SITE LIGHTING PLANS

TIPTON STREET LIGHTING
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Drawn by: WH	Checked by: GPW
Date: 8/27/2026	Scale: AS NOTED
Drawing No.: E2	Sheet No. E2

MATCH LINE E-E

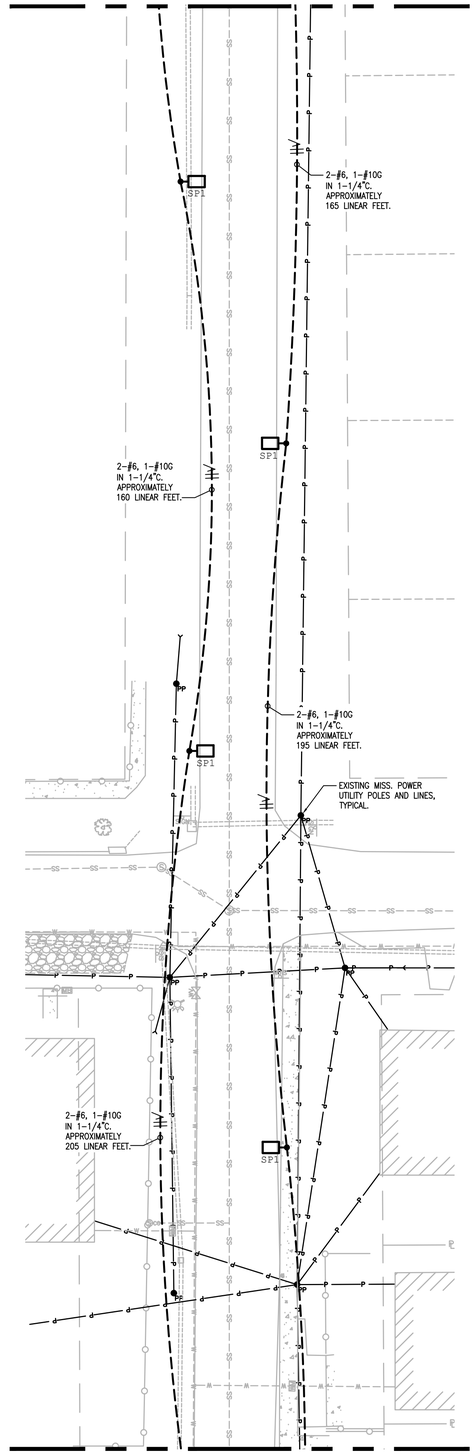


MATCH LINE D-D

1 E3 PARTIAL ELECTRICAL SITE LIGHTING PLAN
SCALE: 1" = 20'-0"

NORTH

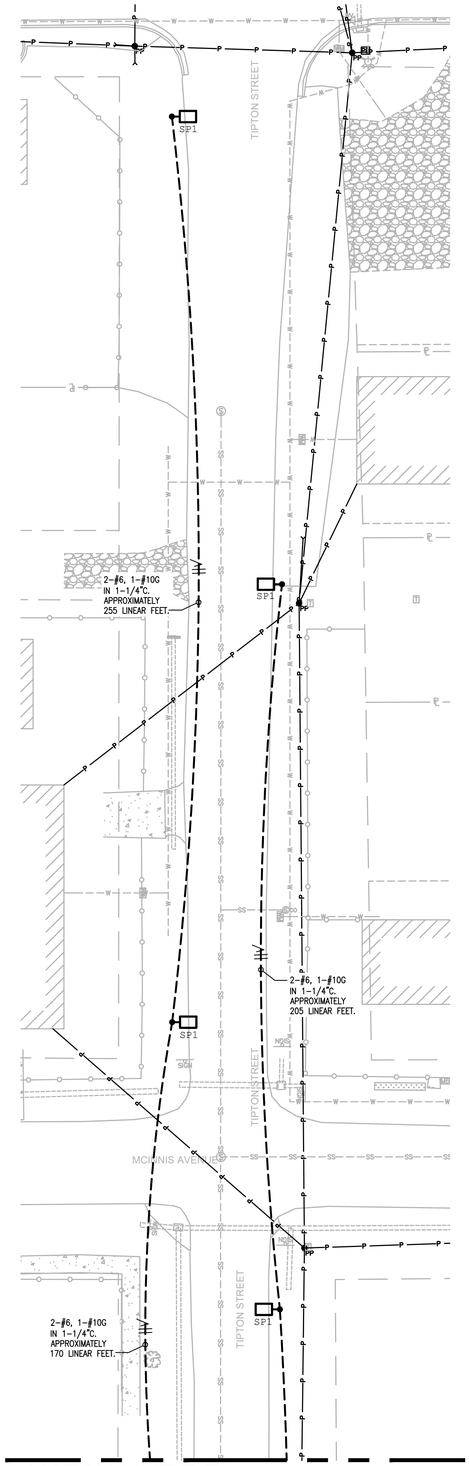
MATCH LINE F-F



MATCH LINE E-E

2 E3 PARTIAL ELECTRICAL SITE LIGHTING PLAN
SCALE: 1" = 20'-0"

NORTH



MATCH LINE F-F

3 E3 PARTIAL ELECTRICAL SITE LIGHTING PLAN
SCALE: 1" = 20'-0"

NORTH

GREGORY P. WYROSDICK
REGISTERED PROFESSIONAL ENGINEER
No. 19172
STATE OF MISSISSIPPI
8/27/26

NO.	DATE	DESCRIPTION	BY

PARTIAL SITE LIGHTING PLANS

TIPTON STREET LIGHTING
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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Drawn by: WH	Checked by: GPW
Date: 8/27/2026	Scale: AS NOTED
Drawing No.: E3	Sheet No. E3

Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I

FOR THE

CITY OF HATTIESBURG

AUGUST 2026

PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 A.M.** on **October 22, 2026** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:

TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 8th day of September , 2026.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Kermas Eaton, City Clerk

Publish on September 17, 2026 and September 24, 2026
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on October 22 , 2026 , and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of

the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of $750 a day from the money due the CONTRACTOR not as a penalty but as liquidated damages. The

CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 120 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

_____

Bidding Company

_____

Authorized by:

_____

_____

ADDRESS

PROPOSAL

TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I

Item	Description	Unit	Quantity	Unit Price	Extension
682-A033	Underground Branch Circuit, AWG 6, 2 Conductor	LF	5155		
682-F001	Secondary Power Controller	EA	1		
907-683-PP001	Lighting Assembly, Per Plans	EA	29		
1	Mobilization	LS	1		
			BID TOTAL:		

Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,_____ Principal, and _____as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I
HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____

PRINCIPAL

_____

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____day of_____, 20____ by and between_____ hereinafter called the CONTRACTOR, the **City of Hattiesburg** hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I
HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **$ 750** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided

herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."

4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.

5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ _____(hereinafter called the Principal), a corporation, partnership or individual duly authorized by law to do business as a construction contractor in the State of Mississippi, and _____of _____(herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg , MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing the date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **TIPTON STREET INFRASTRUCTURE IMPROVEMENTS PHASE I, HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

_____
PRINCIPAL

WITNESSES:

_____

_____

_____
ADDRESS

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

_____
ADDRESS

WITNESSES:

_____

_____

_____
Name of person executing for Surety

_____
TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but

which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to

such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least

equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the

Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all

subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an

appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or

authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and

the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work,

in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and
shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary

arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting

performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and

quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Owner-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive

bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his

services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-

five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more

often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writting;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement

under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:
"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of

machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR

may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person

or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the

Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exits. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a) Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR'S operations.
b) The collapse of and structural injury to any building, structure or property on or adjacent to the OWNER'S premises or right-of-way caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
c) **Contractual Liability Coverage for the Hold Harmless segments of the C**ontract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

d) **CONTRACTOR'S** own automobiles and trucks.

e) Hired automobiles and trucks.

f) Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a) Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work “broom” clean

unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

ARTICLE 2: SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. “AS-BUILT DRAWINGS”.

ARTICLE 3: GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

ARTICLE 4: CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
   In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
   All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
   Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractors firm is Incorporated.
9. FINAL CLEANING:
   At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications. Any items not specifically described herein shall be measured and paid in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, latest edition.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

2. References Amended to Mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

EXTERIOR SITE LIGHTING

PART 1 - GENERAL

1.01 SUMMARY

A. Provisions of the General and Supplementary Conditions and Division 01 apply to this section.

B. Section Includes: Furnishing and installing lighting poles and fixtures, including lamps, ballasts/drivers, wiring, and lighting controls.

C. Light fixtures model numbers were determined at the time this specification was written; model numbers may need to be modified, or may require the addition or deletion of options to fully meet specification requirements.

1.02 SUBMITTALS

A. Provide in accordance with Division 01.

B. List of Materials: Submit a complete list of materials proposed for this section.

C. Shop Drawings:

1. Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.

2. Provide detailed and dimensioned Shop Drawings or manufacturer's data sheet with specific model and part numbers indicating kind, weight and thickness of materials, method of fitting and fastening parts together, location and number of sockets, size of lamps, and complete details for mounting and installation.

3. Include electrical ratings, dimensions, mounting, details, materials, required clearances, terminations, wiring and connection diagrams, photometric data, ballasts, poles, luminaries, lamps and controls.

D. Submittals must comply with contract general provisions.

1.03 APPLICABLE PUBLICATIONS

Publications listed below (including amendments, addenda, revisions, supplements and errata) form a part of this specification to the extent referenced. Publications are referenced in the text by the basic designation only.

A. Aluminum Association Inc. (AA):

B. American Association of State Highway and Transportation Officials (AASHTO):

C. American National Standards Institute (ANSI):

D. American Society for Testing and Materials (ASTM):

E. Federal Aviation Administration (FAA):

F. Illuminating Engineering Society of North America (IESNA)

G. National Electrical Manufacturers Association (NEMA):

H. National Fire Protection Association (NFPA):

I. Underwriters Laboratories, Inc. (UL):

1.04 DELIVERY, STORAGE, AND HANDLING

A. Poles: Do not store poles on ground. Store poles so they are at least one foot above ground level and growing vegetation. Do not remove factory-applied pole wrappings until just before installing pole.

1.05 QUALITY ASSURANCE

A. Components and fixtures shall be listed and approved for the intended application by Underwriter's Laboratories (UL), or other Nationally Recognized Testing Laboratory (NRTL).

B. Owners approval shall be obtained for any equipment or materials substitutions.

1.06 GUARANTEE

A. Provide a 1-year labor warranty.

B. Provide material warranty as specified:

1. Lamps: 1 years
2. Ballasts/Drivers: 5 years
3. Standards: 1 year

C. Warranty period begins at substantial completion or project acceptance for beneficial occupancy.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. Materials and equipment shall be in accordance with NEC, UL, ANSI, and as shown on the drawings and specified.

2.02 POLES

A. General:

1. Poles shall be round, tapered, aluminum and as shown on the drawings, and as specified. Finish shall be as specified on the drawings.

2. The pole and arm assembly shall be designed for wind loading of 140 miles per hour, with an additional 30 percent gust factor, supporting luminaire(s) having the effective projected areas indicated. The effective projected area of the pole shall be applied at the height of the pole base as shown on the drawings.

3. Poles shall be anchor-bolt type designed for use with underground supply conductors. Poles shall have oval-shaped handhole having a minimum clear opening of 2.5 by 5 inches. Handhole cover shall be secured by stainless steel captive screws.

4. Provide a grounding stud opposite hand hole openings.

5. Provide a base cover matching the pole in material and color to conceal the mounting hardware pole-base welds and anchor bolts.

6. Hardware: All necessary hardware shall be 300 series stainless steel.

B. Types:

1. Aluminum: Provide aluminum poles manufactured of corrosion resistant AA AAH35.1 aluminum alloys conforming to AASHTO LTS-4 for Alloy 6063-T6 or Alloy 6005-T5 for wrought alloys, and Alloy 356-T4 (3,5) for ASTM B108-03 cast alloys. Poles shall be seamless extruded or spun seamless type. Provide a pole grounding connection designed to prevent electrolysis when used with copper ground wire. Base covers for aluminum poles shall be cast from 356-T6 aluminum alloy in accordance with ASTM B108-03.

2.03 FOUNDATIONS FOR POLES

A. Foundations shall be cast-in-place concrete or precast concrete.

B. Foundations shall support the effective projected area of the specified pole, arm(s), and luminaire(s) under wind conditions previously specified in this section.

C. If cast-in-place, provide concrete in spirally wrapped treated paper forms for round foundations.

D. Rub-finish and round all above-grade concrete edges to approximately (1/4 inch) radius.

E. Concrete shall have 3000 psi minimum 28 day compressive strength.

F. Anchor bolt assemblies and reinforcing of concrete foundations shall be as shown on the drawings and meet ACI 318. Anchor bolts shall be in a welded cage or properly positioned by the tie wire to stirrups.

G. If cast-in-place, prior to concrete pour, install a copperclad steel ground rod, not less than (3/4-inch) diameter by (10 feet) long, below each foundation. Drive the rod vertically under the foundation so not less than (6 feet) of rod is in contact with the earth. Remainder of rod may be in the concrete pour. Where rock or layered rock is present, drill a hole not less than (2 inches) in diameter and (6 feet) deep, backfill with tamped fine sand and drive the rod into the hole. Bond the rod to the pole with not less than number 6 AWG bare copper wires. The method of bonding shall be approved for the purpose.

2.04 LUMINAIRES

A. UL 1598 and NEMA C136.17. Luminaries shall be weather-proof, heavy duty, outdoor types designed for efficient light utilization, adequate dissipation of lamp and ballast heat and safe cleaning and re-lamping.

B. IESNA HB-9 and RP-8 light distribution pattern types shall be as shown on the drawings.

C. Incorporate ballasts/drivers in the luminaire housing except where otherwise shown on the drawings.

D. Lenses shall be as noted on drawings.

E. Pre-wire internal components to terminal strips at the factory.

G. Bracket mounted luminaries shall have leveling provisions and clamp type adjustable slip-fitters with locking screws.

H. Materials shall be rust-proof. Latches and fittings shall be non-ferrous metal.

I. IESNA Cutoff as noted on drawings.

2.05 LAMPS

A. Install the proper lamps/LEDs in every luminaire installed and every luminaire relocated or reinstalled where applicable.

2.06 LIGHTING CONTACTORS/CONTROL

A. Control of luminaires shall be via secondary power controller and

relays/contacts. Refer to drawings for details.

2.07 CONTROLS

A. Refer to drawings for lighting controls.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install lighting in accordance with the NEC, as shown on the drawings, and in accordance with manufacturer's recommendations.

B. Aluminum Poles:

1. Provide pole foundations with galvanized steel anchor bolts, threaded at the top end and bent 1.57 rad 90 degrees at the bottom end. Provide galvanized nuts, washers, and ornamental covers for anchor bolts. Thoroughly compact backfill with compacting arranged to prevent pressure between conductor, jacket, or sheath and the end of conduit. Adjust poles as necessary to provide a permanent vertical position with the bracket arm in proper position for luminaire location.

2. After the poles have been installed, shimmed and plumbed, grout the spaces between the pole bases and the concrete base with non-shrink concrete grout material. Provide a plastic or copper tube, of not less than 9 mm (3/8-inch) inside diameter, through the grout tight to the top of the concrete base for moisture weeping.

C. Foundation Excavation: Depth shall be as indicated. Dig holes large enough to permit the proper use of tampers to the full depth of the hole. Place backfill in the hole in (6 inch) maximum layers and thoroughly tamp. Place surplus earth around the pole in a conical shape and pack tightly to drain water away.

3.02 GROUNDING

A. Ground noncurrent-carrying parts of equipment including metal poles, luminaries, mounting arms, brackets, and metallic enclosures as specified in Section 16060, GROUNDING. Where copper grounding conductor is connected to a metal other than copper, provide specially treated or lined connectors suitable and listed for this purpose.

3.03 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.04 CLEANUP

A. Remove rubbish, debris, and waste materials from all areas of work each day.

B. Clean fixture surfaces of dirt, cement, plaster and debris. Furnish cleansers compatible with material surfaces being cleaned.

END OF SECTION

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve specifications for the Heatherwood Water Improvements project and Authorize advertisement for bids.**
File Number: 2026-767
Minute Book #

Summary
Approve specifications for the Heatherwood Water Improvements project and Authorize advertisement for bids.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

SPECIFICATIONS AND CONTRACT DOCUMENTS

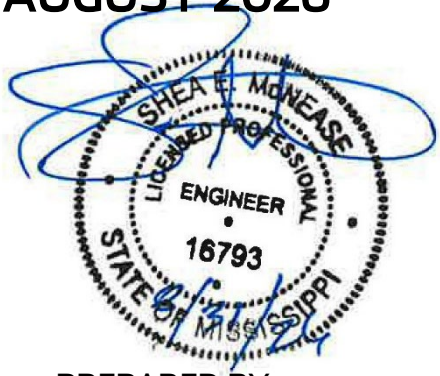
FOR

HEATHERWOOD WATER SERVICE IMPROVEMENTS

FOR THE

CITY OF HATTIESBURG

AUGUST 2026



PREPARED BY:

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

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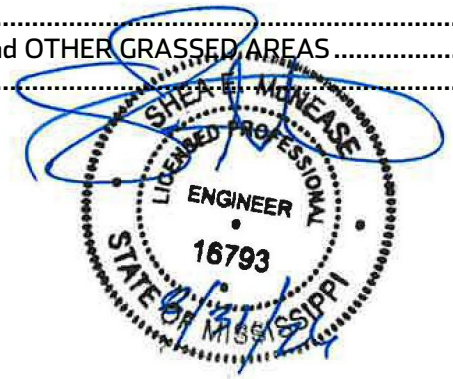


ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the **City of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00AM** on **October 22, 2026,** in the City Council Chambers at City Hall, 200 Forrest Street, Hattiesburg, MS 39401, and then at said location opened and read aloud for furnishing the City's requirements for the following:

HEATHERWOOD WATER SERVICE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID:
HEATHERWOOD WATER SERVICE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the BOARD on the 8TH day of September, 2026 .

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Kermas Eaton, City Clerk

Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on September 17, 2026 and September 24, 2026

INFORMATION FOR BIDDERS

BIDS will be received by City of Hattiesburg , MS herein called the "OWNER", at City Hall until 10:00 AM on **October 22, 2026** , and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City Clerk of said City. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **HEATHERWOOD WATER SERVICE IMPROVEMENTS, Hattiesburg, Mississippi** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible

BIDDERS upon request of the BIDDER. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The contract time stipulated, will be strictly enforced, if the CONTRACTOR fails to complete the work within the time stipulated, a deduction will be made of $750 a day

from the money due the CONTRACTOR not as a penalty but as liquidated damages. The CONTRACTOR and the CONTRACTOR'S sureties shall be liable for all liquidated damages in excess of money due the CONTRACTOR.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (30) calendar days after the issuance of Work Order, and to complete the work within 120 calendar days thereafter.

In compliance with the advertisement for bids, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with proposed Contract Documents, including furnishing any and all plant, labor, and materials, and to do work required to construct and complete said work in accordance with Contract Documents, for the following sum of money:

BASE BID: All labor, materials, services and equipment necessary for the Construction of the **HEATHERWOOD WATER SERVICE IMPROVEMENTS** as indicated in the specifications and other contract documents for the sum of:

_____Dollars
(Words)

and_____Cents ($_____).
(Words) (Figures)

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

The OWNER reserves the right to accept or reject any and/or all bids and to waive any informalities.

Respectfully Submitted,

_____
Signature Date_____

_____
Address License No._____

_____
Address

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,_____ _____Principal, and _____ _____as Surety, are hereby held and firmly bound unto the City of Hattiesburg as Owner in the penal sum of 5% (Five Percent) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the following project:

HEATHERWOOD WATER SERVICE IMPROVEMENTS,
HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____

PRINCIPAL

_____

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ___day of_____, 20___ by and between_____hereinafter called the CONTRACTOR, the **City of Hattiesburg** hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

HEATHERWOOD WATER SERVICE IMPROVEMENTS
HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **$750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided

herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The CONTRACTOR agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."

4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.

5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of Hattiesburg

DATE

Authorized by:

ATTEST

(Printed Name & Title)

CONTRACTOR:

SEAL

DATE

ATTEST

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____ _____(hereinafter called the Principal), a corporation, partnership or individual duly authorized by law to do business as a construction contractor in the State of Mississippi, and _____ of _____(herein called the Surety), a corporation duly authorized to do surety business under the laws of the State of Mississippi, are held and firmly bound unto the City of Hattiesburg , MS (hereinafter called the Obligee), a Municipality existing under the laws of the State of Mississippi, in the penal sum of_____ _____Dollars (_____)lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **HEATHERWOOD WATER SERVICE IMPROVEMENTS , HATTIESBURG, MISSISSIPPI** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20___.

(SEAL)

_____
PRINCIPAL

WITNESSES:

_____

_____ _____
ADDRESS

_____

_____

_____
Name of person executing for Principal

_____
TITLE

_____
SURETY

_____

_____
ADDRESS

WITNESSES:

_____

_____

_____
Name of person executing for Surety

_____
TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: The Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD: 2.1 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shows on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. (See paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER, for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly

investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, not will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising wherefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of

corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands in accordance with the MUTCD. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the Contract Documents. The CONTRACTOR will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of

such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and
shrubbery not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as

provide in Articles 11 and 12.

7.5 Where practicable, the CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable

objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or

approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for legal action shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which legal action is sought; and the failure to request legal action within said thirty (30) days period shall result in

the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) In the Owner-furnished facilities, equipment, materials, services, or site; or
(4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more

than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the

above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship

and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request

for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing

work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be

suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfitting for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment

within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition, and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be added

to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which, the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or

overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exits. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall

show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance if this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS ($500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for injury to one person and ONE MILLION DOLLARS ($1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for one accident to protect him from any and all claims arising from the use of the following:

a. **CONTRACTOR'S** own automobiles and trucks.

b. Hired automobiles and trucks.

c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

a. Bodily Injury in the amount of ONE MILLION DOLLARS ($1,000,000) for each person and ONE MILLION DOLLARS ($1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS ($500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.
AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
   "We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
   Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;
   a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
   b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
   c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

   In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification

or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
   AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
   "WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
   To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
   Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
   All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
   "WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMENSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIM AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
   In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
   All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
   Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractors firm is Incorporated.
9. FINAL CLEANING:
   At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and will be included in the lump sum bid price. All bid items shall include all material, equipment, labor, testing, etc. to install and make operational a complete water service as detailed on the contract drawings and as specified in the contract documents.

CONNECTION ITEMS

Payment for connection items shall include installation of reducers, fittings, valve boxes, trenching, excavation, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans.

SERVICE TUBING (BORED):

Payment for installation of service tubing bored shall include furnishing and installing service tubing under existing asphalt, concrete or other area determined by the engineer to remain in place. Item shall include all boring, excavating, compaction of backfill, disposal of excess excavated material etc. to install service tubing as bored.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter.

GRASSING

Basis of payment shall include the vegetation schedule as noted and shall be according to the Mississippi Standard Specifications for Road and Bridge Construction, Latest Edition.

MAINTENANCE OF TRAFFIC

Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the Engineer.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

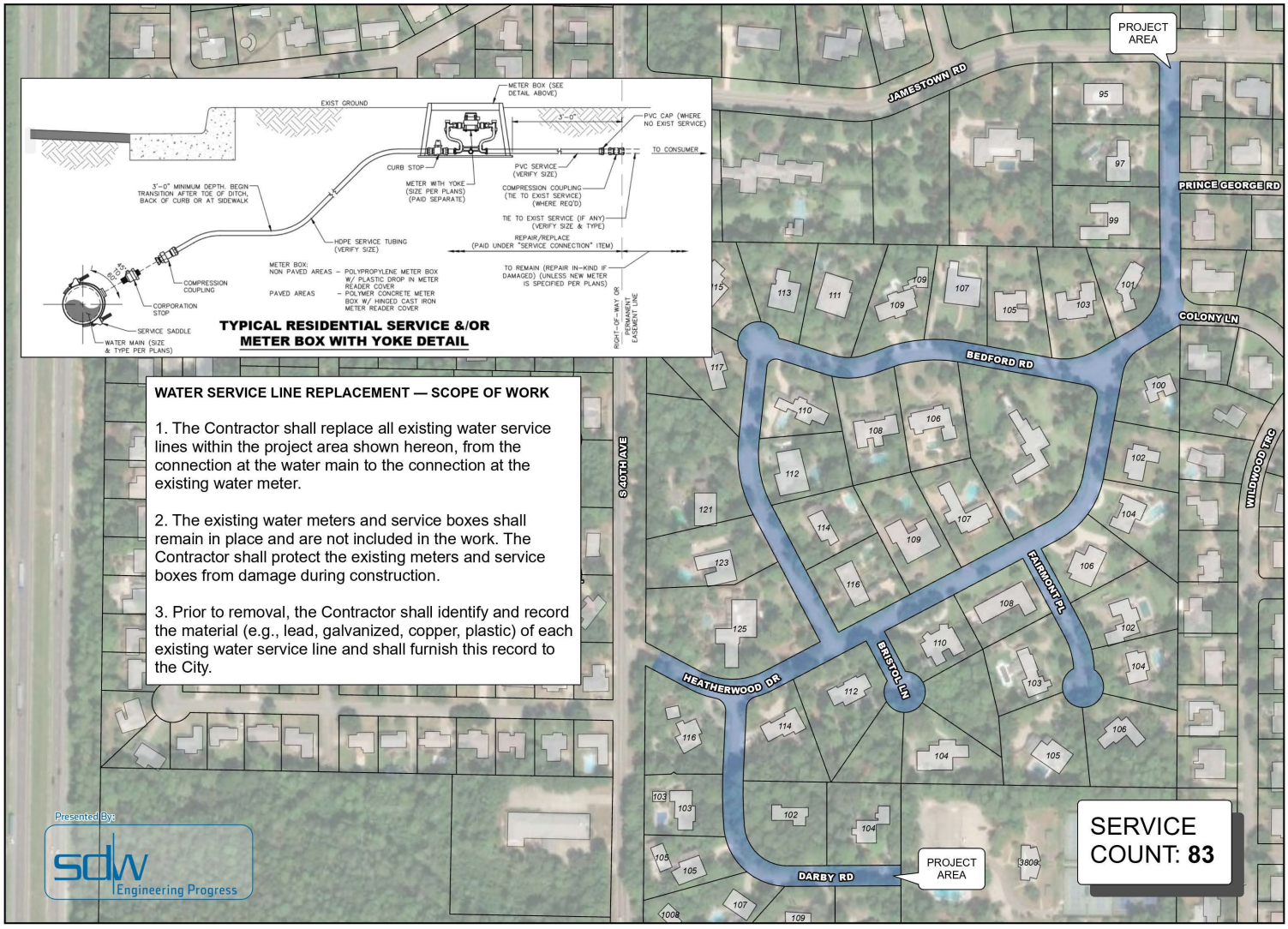
The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Pay Items included in the proposal of the specifications.

1. References Amended to Mean Engineer

Any reference in the above-mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.

PROJECT MAP

CITY OF HATTIESBURG	HEATHERWOOD INFRASTRUCTURE IMPROVMENTS	PROJECT # 12234	DATE: 08-27-2026 SCALE: 1" = 300'	NORTH
		0 75 150 300 450 600 750 900 Feet		



WATER SERVICE LINE REPLACEMENT — SCOPE OF WORK

1. The Contractor shall replace all existing water service lines within the project area shown hereon, from the connection at the water main to the connection at the existing water meter.

2. The existing water meters and service boxes shall remain in place and are not included in the work. The Contractor shall protect the existing meters and service boxes from damage during construction.

3. Prior to removal, the Contractor shall identify and record the material (e.g., lead, galvanized, copper, plastic) of each existing water service line and shall furnish this record to the City.

1) GENERAL

a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

A 252 Welded and Seamless steel pipe piles.

C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

C 33 Concrete Aggregates

C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Mods or Sand-line Molds, for Water or other Liquids.

iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) SUBMITTALS

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to

the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

(1) Joints: The following shall be required for ductile iron joints.

(2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

(3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

(4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

(1) Tension Test

(2) Impact Test

(3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) MATERIALS - WATER SYSTEM

a) Ductile Iron Pipe:

i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.

ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in

accordance with ANSI/AWWA C105/A21.5-88.

iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.

iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring:, or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.

v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.

vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.

ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.

ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing

and 2" square operating nut, AWWA 200lb., for cast iron water main.

iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.

iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.

v) All valves will be set at a perfect 90-degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.

vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.

ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.

iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.

iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.

v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.

vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "dead-end" lines are installed, the ends of such lines shall be plugged or capped as required.

ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.

f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.

g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard

Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2″	100
1-1/2″	95—100
¾″	35—70
3/8″	10—30
No. 4	0—5

h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.

j) Select Backfill

i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

ii) Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40—85
Number 60	30—70
Number 270	8—30
Silt (.05 to .005 mm)	03—15
Clay (Passing .005 mm)	3--15

iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

(1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

(2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

(3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench

be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

iv) Excavated material shall be place in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the

lowest excavation subgrade made until the structure has sufficient has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory

density in six-inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6-inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.

ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.

h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."

j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

k) Pipe Laying

i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.

ii) The water main shall maintain a minimum of 30 inches of cover at all times.

iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the

trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.

m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.

ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.

iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

6) **SEPARATION of WATER and SEWER MAINS:** The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) **TESTING**

a) Ductile Iron Pipe

i) Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

ii) Material Test: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.

ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.

ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.

iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133{,}200}$$

iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.

v) These tests are to be made the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and though them as solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.

c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.

d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

9) WATER SERVICE

a) Service pipe shall be ¾" Polyethylene Plastic tubing meeting the following specifications:

i.) 200 PSI and complying with AWWA standards when tested by methods ASTM 1599, copper tube size (O.D.) farmable for use with standard heavy-duty waterworks brass flare fittings.

ii.) Tubing shall comply with the standards and bear the seal of the National Sanitary Foundation.

iii.) All connections and fittings shall be Ford brand.

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2) APPLICABLE PUBLICATIONS: The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

a) AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):

i) T 99 The Moisture Density Relations of Soils Using a 5.5lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop

ii) T 167 Compressive Strength of Bituminous Mixture

iii) T 191 Density of Soil In-Place by the Sand-Cone Method

iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

b) AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)

i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)

c) MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)

i) Standard Specifications for Road and Bridge Construction, 2004 Edition
ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3) **SUBMITTALS:** Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4) **MATERIALS**

a) 4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.

b) 4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

c) Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

i) Bituminous Materials (AC-20) 702.01

ii) Aggregate

iii) BC-1 Binder Course

iv) SC-1 for Surface Course

v) Filler 703.14

vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.

vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications -"SEEDING and SODDING."

5) **CONSTRUCTION**

a) Maintenance of Traffic

i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and

detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

(1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

(2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.

ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.

iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

d) Driveways and Sidewalks:

i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.

ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.

f) Repair to Lawns:

i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained

ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later

use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall rails to adequately provide moisture. On slope and other areas

subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.

vi) Sodding: Sod shall be place in accordance with Technical Specification – SEEDING and SODDING.

i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.

j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.

ii) Tests shall be in accordance with AASHTO T 99.

iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922

iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2) **SUBMITTALS**: Certificates for fertilizer, limestone, seed.

3) **MATERIALS**

a) Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.

b) Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

c) Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less that the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

d) Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
		TOTAL	50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
		TOTAL	73

ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardiness when

transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pas the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.

b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.

c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been affected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or another approved device. Seed shall not be broadcast during windy weather.

c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8) MAINTENANCE: Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9) ESTABLISHMENT of GROWTH

a) General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is

determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

b) Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

c) Re-fertilizing: The Contractor will determine areas needing re-fertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

d) Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

Memorandum

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

From: **Sylvester London, Division Manager**

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, September 8, 2026**

Re: **Approve Specifications and Authorize publication of an advertisement for term bid #2, repair and rehab of city streets and term bid 23, Polyerethane Foam Services for Public Services.**
File Number: 2026-763
Minute Book #

Summary
Approve Specifications and Authorize publication of an advertisement for term bid #2, repair and rehab of city streets and term bid 23, Polyerethane Foam Services for Public Services.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF STREETS FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the City of Hattiesburg which meets or exceeds the Mississippi State Highway Standard Specifications for Road and Bridge Construction, latest edition, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted or the Mississippi Standard Specifications, whichever is more stringent.

No vibratory rolling will be allowed. Lot densities will be reduced by one percent to accommodate this. Contractor will be responsible for all sampling and testing upon request. Application of Pay Item 413-D will constitute milling at a maximum of seven feet from edge of curb and/or gutter. Application of Pay Item 304-I will constitute asphalt used for fill for base repairs in lieu of crushed stone or other material.

Bidder will be properly licensed within the State of Mississippi for street construction work.

Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Contractor shall have 2 weeks to respond to the City with a paving timeline after receipt of paving request (Purchase Order). If contractor fails to respond, doesn't meet paving timeline or paving timeline is insufficient as determined by Public Works Director and/or Engineering Director, the City reserves the right to award the work to the alternate.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

PRICES shall be FIRM for a period beginning October 9, 2026, and ending September 30, 2027, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within seven (7) days of agreed upon paving timeline. Ship in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and receipt of invoice(s).

The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

SEALED BIDS must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
ITEM #2 REPAIR AND REHABILITATION OF STREETS
FOR CITY OF HATTIESBURG
SUBMITTED BY 10:00 A.M. THURSDAY, October 8, 2026
CERTIFICATE OF RESPONSIBILITY NO. _____

ELECTRONIC BIDS:
Official bid documents can be downloaded from Plan House at www.hattiesburgmsbids.com. Electronic bids can be submitted at www.hattiesburgmsbids.com. For any questions relating to the electronic bidding process, please call PH Bidding at 662-407-0193.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 8th day of September 2026.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
ENGINEERING DEPARTMENT

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF STREETS FOR CITY OF HATTIESBURG

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	
202-A	Removal of Existing Traffic Stripe	L.F.	
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	
202-B	Removal of Traffic Stripe by Grinding	L.F.	
203-A	Unclassified Excavation	C.Y.	
203-I	Motor Grader per Hour	hour	
209-A	Geotextile Stabilization, Type V	S.Y.	
225-A	Grassing	Acre	
304-A	Granular Material, Class 9, Group C	C.Y.	
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	
304-I	BB-1 Hot Mix Asphalt Fill, Base Repair	ton	
307-C	8" Soil-Lime-Water Mixing	S.Y.	
307-D	Lime	ton	
308-A	Portland Cement	ton	
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	
403-M	BB-1 Hot Mix Asphalt Base Course	ton	
406-A	Cold Milling of Asphalt Pavement	ton	
407-A	Asphalt for Tack Coat, EA-4	gallon	
413-A	Joint Sealer Material	gallon	
413-C	Cleaning and Sealing Cracks/Joints	L.F.	
413-D	Transitional Edge Milling, 7’ from Curb and/or Gutter	ton	
450	Milling Purchase B Price for Contractor to sell milled asphalt material to City of Hattiesburg	ton	

625-A	4" Painted Traffic Stripe, Skip White & Yellow	L.F.	
625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	4" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
626-A	4"Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	
627-C	Red-Clear Reflective Raised Markers	each	
627-D	Two-Way Yellow Reflective Raised Markers	each	
	Manhole adjustments	each	
	Water valve adjustments	each	
907-A	Ultra Thin lift	ton	

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL _____

_____
DATE OF BID

_____
OFFICIAL'S NAME & TITLE

_____
OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, October 8, 2026, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #23: POLYERETHANE FOAM SERVICES

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, (60 I) 545-4552, 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 NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

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 8th day of September, 2026.

CITY OF HATTIESBURG, MISSISSIPPI

_____

CITY CLERK

(SEAL)

POLYURETHANE FOAM SERVICES
OPENING THURSDAY, OCTOBER 8, 2026 10:00 AM
ONE YEAR BID

BID FORM

All void filling, undersealing, and lifting and leveling sidewalks and curb and gutter shall conform to MDOT Special Provision 907-420

Type	Quantity	Unit	Unit Price ($)
Concrete Sidewalk Leveling and Lifting	<100	lbs	
Concrete Sidewalk Leveling and Lifting	100-500	lbs	
Concrete Sidewalk Leveling and Lifting	>500	lbs	
Concrete Curb & Gutter Leveling and Lifting	<100	lbs	
Concrete Curb & Gutter Leveling and Lifting	100-500	lbs	
Concrete Curb & Gutter Leveling and Lifting	>500	lbs	
Void Filling and Undersealing	<100	lbs	
Void Filling and Undersealing	100-500	lbs	
Void Filling and Undersealing	>500	lbs	
		TOTAL	

Company Name:_____ **Submitted By:**_____

Contact Person:_____ **Cell Number:**_____

Office Number:_____ **Email Address:**_____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-420-4 **CODE: (SP)**

DATE: **02/19/2019**

SUBJECT: **Undersealing**

Section 907-420, Undersealing, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-420 -- UNDERSEALING

907-420.01--Description. This work shall consist of filling voids (undersealing) in the soil adjacent to a pipe culvert(s), box culverts(s), bridge structure(s), or other locations determined by the Engineer. It is intended that the voids around the pipe culverts will be filled from the surface and voids around the box culverts will be filled from within the box culvert.

907-420.02--Material. The material for filling the voids shall be a "hydro-sensitive" high density polyurethane meeting the following requirements.

Properties	Test Value	Test Method
Density, lbs./ft., minimum	4.0	ASTM D 1622
Tensile Strength, psi, minimum	100	ASTM D 1622
Compression Strength, psi (at yield point), minimum	90	ASTM D 1621

The Contractor shall furnish the Engineer with certified test reports showing that the material meets the requirements of the specification.

907-420.03--Construction Requirements. All undersealing will be done at the locations specified in the plans, or as directed by the Engineer.

907-420.03.1--Equipment. The equipment shall be that customarily used in undersealing operations. Generally, it shall consist of a pneumatic or electric drill capable of drilling holes of adequate size in the embankment soil or culvert wall to accomplish the work. The exact depth into the embankment shall be determined by the Contractor. The equipment shall be in satisfactory operating condition and operated in such a manner as to prevent unnecessary damage to existing roadways, structures, and the surrounding area. The pump shall be capable of injecting the high density polyurethane at a rate and to a depth necessary to fill the void adjacent to the existing structures.

907-420.03.2--Drilling Holes. Unless otherwise shown in the plans, the size and location of the injection holes shall be as determined by the Manufacturer/Contractor.

907-420.03.3--Injection Process. The nozzle of the discharge hose shall be secured in the drilled hole in a manner that provides an adequate seal during the pumping process. The polyurethane

material shall be injected through the drilled holes until all known or encountered voids are filled. The rate and amount of material injection shall be determined by the Manufacturer/Contractor.

When the nozzle is removed, the hole shall be plugged or sealed to the satisfaction of the Engineer. Any excess polyurethane material shall be removed.

907-420.04--Method of Measurement. Undersealing, complete and accepted, will be measured by the pound. The quantity of urethane will be based on the supplier's packaging information for the material delivered and incorporated into the project.

907-420.05--Basis of Payment. Undersealing, as measured prescribed above, will be paid for at the contract unit price per pound, which price shall include all mobilization, labor, equipment, tools, materials, and incidentals necessary to complete the required work.

Cost for maintenance of traffic and individual traffic control devices as required for undersealing operations shall be included in the unit price for undersealing and will not be measured for separate payment.

Payment will be made under:

907-420-A: Undersealing - per pound

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, October 8, 2026, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the City of Hattiesburg Public Services beginning on October 9, 2026 and ending September 30, 2027, to-wit:

ITEM #2 **REPAIR AND REHABILITATION OF STREETS FOR THE CITY OF HATTIESBURG**

ITEM # 23 **POLYERETHANE FOAM SERVICE FOR THE CITY OF HATTIESBURG**

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand comer with the word ABID@ and the NAME OF ITEM on which bid is being made and the

DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-713 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 8th day of September 2026.

CITY OF HATTIESBURG, MISSISSIPPI

_____

CITY CLERK

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve the City's purchase of (8) grave spaces, located in Section 32, Lot 11 of the East Half (E1/2) and Section 32 lot 6 of the East Half (E1/2) at Highland Cemetery, in the amount of $1,400.00 from Charles or Susan Burnes, Authorize manual check for the same.**
File Number: 2026-756
Minute Book #

Summary
Approve the City's purchase of (8) grave spaces, located in Section 32, Lot 11 of the East Half (E1/2) and Section 32 lot 6 of the East Half (E1/2) at Highland Cemetery, in the amount of $1,400.00 from Charles or Susan Burnes, Authorize manual check for the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

Mayor
Toby Barker

Council Ward One	Council Ward Two	Council Ward Three	Council Ward Four	Council Ward Five
Jeffrey George	*Eric Boney*	*LeAnn Vance*	*Dave Ware*	*Nicholas Brown*

Date: April 13, 2026

To whom it may concern:

I, Charles Burns is requesting to sell back to The City of Hattiesburg (8) grave space. This grave space is located at Highland Cemetery. They are on Section 32 Lot 11 the East ½ (spaces# 5-8) and Section 32 Lot 6 the East ½ (spaces# 5-8). The property was originally purchased on September 16, 2008 by Charles and Susan Burns at the price of $175.00. The total amount requested is $1,400.00.

MB#6 Page 438-455

Sincerely, Charles R. Burns

Mail to: 607 Chappell Hill Road
Petal MS 39465

Phone# (601) 913-1382

Mail to 607 Chappell Hill Rd Petal MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-16- 2008

SOLD TO:

~~Mr.. Mrs. Miss~~ Charles or Susan Burns

ADDRESS 805 Hardy ST. H'burg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ — ¼ Lot No. 11 Section No. 32 in Highland Cemetery

E ½ 6 8

Number of grave spaces _____ Price per grave space $ 175.00

Price Received $ 1,400.00

Check 2385

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve the city's purchase of (2) grave spaces, located in Section 39, Lot 24 in the North Half (N1/2) of the Northeast Quarter (NE 1/4) and North Half (N1/2) of the Northwest Quarter (NW1/4) at Highland Cemetery, in the amount of $350.00 from Johnny L. DuPree, Authorize manual check for the same.**
File Number: 2026-758
Minute Book #

Summary
Approve the city's purchase of (2) grave spaces, located in Section 39, Lot 24 in the North Half (N1/2) of the Northeast Quarter (NE 1/4) and North Half (N1/2) of the Northwest Quarter (NW1/4) at Highland Cemetery, in the amount of $350.00 from Johnny L. DuPree, Authorize manual check for the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

Com approved 8.20.2026
* funds sufficient for buy back

Date: 8-17-2026

To whom this may concern:

I, Johnny DuPree, hereby request that the City of Hattiesburg purchase back the cemetery interment rights for the (2) grave space(s) listed below.

I certify that I am the lawful owner, or the legally authorized representative of the owner, of these cemetery rights and have full authority to request this transaction.

Cemetery: Highland

Section 39, **lot** 24, N 1/2 of the NE 1/4

Section 39, **lot** 24, N 1/2 of the NW 1/4

Which was purchased on 10/25/2021, _____ at the price of $175.00 each

~~$350.00~~

per grave space. Total amount due on this request is $ 350.00.

Minute Book #: 1401 **Page #:** 620

1401 624 - NW

Receipt Number (if available): _____

Driver License/State ID #: 802281916

Legal Name: Johnny DuPree

Mailing Address: PO Box 574

City: Hattiesburg **State:** MS **Zip code:** 39401

Phone Number: 601-520-8500

Email: johnnyldupree@yahoo.com

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 DuPree , 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 24 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 16th day of November, 2021.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

CITY OF HATTIESBURG Incorporated 1884 SEAL MISSISSIPPI

(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 16th day of November, 2021.

My Commission Expires:

05-28-2022

STATE OF MISSISSIPPI LAN LUU JOLLY ID NO 124168 Commission Expires 05/28/2022 NOTARY PUBLIC FORREST COUNTY

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 DuPree , 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 24 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 16th day of November, 2021.

ATTEST:

CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, 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 16th day of November, 2021.

My Commission Expires:

05-28-2022

NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF FORREST/LAMAR

QUITCLAIM DEED TO CEMETERY LOT
IN HIGHLAND CEMETERY

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIFTY DOLLARS AND NO CENTS ($350.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged and confessed, I, Johnny L. DuPree, do hereby convey and quitclaim unto the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation, the following described real property, located and situated in the City of Hattiesburg, County of Forrest, State of Mississippi, and more particularly described as follows, to-wit:

North Half (N1/2) of the Northeast Quarter (NE ¼)

&

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 24, Section 39 - Highland Cemetery

Two (2) grave spaces

WITNESS my signature as Grantor on this, the_____ day of _____ A.D., 2026

_____

_____

Johnny L. DuPree

STATE OF_____)

COUNTY OF_____)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Johnny L. DuPree who acknowledged that she signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as his free and voluntary act and deed.

GIVEN under my hand and official seal on this, the____ day of_____ A.D. , 2026.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve the sale of grave spaces per attached receipts.**
File Number: 2026-773
Minute Book #

Summary
Approve the sale of grave spaces per attached receipts.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

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 Kathlene Helfrich Jones or Thomas Stennis Jones 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 Half (S1/2) of the Southeast Quarter (SE 1/4)

Lot Number:66 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Jeffrey Brannan Jones or Dawn Torris Jones 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 (N1/2) of the Southeast Quarter (SE 1/4)

Lot Number:66 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Mercy E. Williams 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 (N1/2) of the Northwest Quarter (NW 1/4)

Lot Number:15 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Maxine Sherley 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 (N1/2) of the Northeast Quarter (NE 1/4)

Lot Number:39 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

My Commission Expires: _____

_____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lula Alice Jackson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE 1/4)

Lot Number:121 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Lavon Lyons 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 (N1/2) of the Northwest Quarter (NW 1/4)

Lot Number:57 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Deborah Merritt 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 (N1/2) of the Northeast Quarter (NE 1/4)

Lot Number:51 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Dusty Lewis 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 (N1/2) of the Southwest Quarter (SW 1/4)

Lot Number:107 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Denise Lane 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 (S1/2) of the Southwest Quarter (SW 1/4)

Lot Number:60 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Kellie Patterson 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 (S1/2) of the Northwest Quarter (NW 1/4)

Lot Number:107 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Telvin Williams 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 (S1/2) of the Northeast Quarter (NE 1/4)

Lot Number:68 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Mollye Hamilton 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 (S1/2) of the Southeast Quarter (SE 1/4)

Lot Number:73 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

My Commission Expires: _____

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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 Taedarrus Maze 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 (S1/2) of the Northwest Quarter (NW 1/4)

Lot Number:21 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

My Commission Expires: _____

_____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mattie Curry 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 (N1/2) of the Northeast Quarter (NE 1/4)

Lot Number:82 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

My Commission Expires: _____

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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 Breanna Maze 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 (N1/2) of the Northwest Quarter (NW 1/4)

Lot Number:21 Section Number: 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 8th day of September, 2026.

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 8th day of September 2026.

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 Doris Habschied 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 (N1/2) of the Southeast Quarter (SE 1/4)

Lot Number:53 Section Number: 37

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 8th day of September, 2026.

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 8th day of September 2026.

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 Ada Ruth Anderson 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 (S1/2) of the Northwest Quarter (NW 1/4)

Lot Number:38 Section Number: 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 8th day of September, 2026.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 8th day of September 2026.

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 Jerome Williams 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 (N1/2) of the Northwest Quarter (NW 1/4)

Lot Number:65 Section Number: 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 8th day of September, 2026.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 8th day of September 2026.

My Commission Expires: _____

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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, Altorn Chatman & Patricia Mitchell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 70 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of April 2026.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 21st day of April 2026.

My Commission Expires:

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NOTARY PUBLIC

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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, Billy & Margarette Green , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 38 Section Number 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of April 2026.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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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 21st day of April 2026.

My Commission Expires:

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NOTARY PUBLIC

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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, Beverly & Norman Wallace , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 101 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 21st day of April 2026.

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 21st day of April 2026.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bruce Cady subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (E1/2)

Lot Number :76 Section Number: 38

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of September 2026.

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 8th day of September 2026.

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 Aurthur Woullard, 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 (E1/2)
of the
Southeast Quarter (SE¼)

Lot Number: 117 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 8th day of September 2026.

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 8th day of September,2026.

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 Dannie Lee Dumas, 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 (E1/2)
of the
Southwest Quarter (SW¼)

Lot Number: 31 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 8th day of September 2026.

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 8th day of September,2026.

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 Sarah Smith, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2)
of the
Southeast Quarter (SE¼)

Lot Number: 88 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 8th day of September, 2026.

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 8th day of September 2026.

My Commission Expires:

_____

_____
NOTARY PUBLIC

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, September 8, 2026**

Re: **Approve claims docket for the period ending August 31, 2026.**
File Number: 2026-762
Minute Book #

Summary
Approve claims docket for the period ending August 31, 2026.

Recommendation Statement
I recommend approval of this item.

Please place this on the September 8, 2026 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001000			BALANCE SHEET							
001000	0520LB			D/F LIBRARY						
002158	AT&T	M8183270010594 8/26	0	2026 11	INV	P	220.38	083126	316596	CITY WIDE CHARGES
				ACCOUNT TOTAL			220.38			
001000	060100			GAS/LUBRICANT-CITY BARN						
049752	PIGOTT OIL COMPANY	DR-9144-26081310299	2604335	2026 11	INV	P	23,742.56	083126	316724	GAS/FUEL STATION
049752	PIGOTT OIL COMPANY	DR-9144-260819143340	2604432	2026 11	INV	P	15,763.55	083126	316724	GAS & DIESEL/FUEL S
049752	PIGOTT OIL COMPANY	DR-9144260819143231	2604432	2026 11	INV	P	20,052.32	083126	316724	GAS & DIESEL/FUEL S
							59,558.43			
050513	GPM EMPIRE-BULK FUEL	IN-305611A	2604336	2026 11	INV	P	11,130.01	083126	316661	SEE ATTACHED BID
				ACCOUNT TOTAL			70,688.44			
				ORG 001000 TOTAL			70,908.82			
001003			CITY COUNCIL							
001003	601000			AUDITING AND ACCOUNTING						
004442	TMH	253564	0	2026 11	INV	P	24,029.75	083126	316770	FINAL BILLING BILL
				ACCOUNT TOTAL			24,029.75			
001003	611001			TRAVEL EXP-WARD 1						
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	796.00	083126	316693	MML 2026-COH HOTEL
				ACCOUNT TOTAL			796.00			
001003	611002			TRAVEL EXP-WARD 2						
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	582.00	083126	316693	MML 2026-COH HOTEL
051663	ERIC BONEY	TRVREIMB_OT#11245_EB	0	2026 11	INV	P	165.57	083126	316648	COUNCIL - EBONEY 2
				ACCOUNT TOTAL			747.57			
001003	611003			TRAVEL EXP-WARD 3						
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	796.00	083126	316693	MML 2026-COH HOTEL
				ACCOUNT TOTAL			796.00			
001003	611004			TRAVEL EXP-WARD 4						
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	1,592.00	083126	316693	MML 2026-COH HOTEL
				ACCOUNT TOTAL			1,592.00			
001003	611005			TRAVEL EXP-WARD 5						
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	796.00	083126	316693	MML 2026-COH HOTEL
				ACCOUNT TOTAL			796.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001003	641000						OFFICE EQUIPMENT RENT			
004057	RJ YOUNG COMPANY	INV8069860	0	2026 11	INV	P	65.34	083126	316738	#MB 2021-567 COPIER
							ACCOUNT TOTAL 65.34			
001003	684000						DUES AND MEMBERSHIPS			
003204	INTL INSTITUTE OF MU	31037 32043	0	2026 11	INV	P	270.00	083126	316673	IIMC ANNUAL MEMBERS
							ACCOUNT TOTAL 270.00			
							ORG 001003 TOTAL 29,092.66			
001015			CITY COURT							
001015	604900						OTHER PROFESSIONAL SERV.			
002564	COURT PROGRAMS INC	1223	0	2026 11	INV	P	6,154.00	083126	316628	COURT ANKLE MONI MB
004057	RJ YOUNG COMPANY	INV8205093	0	2026 11	INV	P	1,874.54	083126	316738	COURT RNTL7-8.26 MB
049426	ENMON ENTERPRISES	SEM07260062	0	2026 11	INV	P	1,090.00	083126	316646	COURT TWO QUOTE CLE
							ACCOUNT TOTAL 9,118.54			
001015	604901						OTHER PROF-TECHNOLOGY			
004057	RJ YOUNG COMPANY	INV8022580	0	2026 11	INV	P	295.69	083126	316738	COURT PRINTER RENTA
004057	RJ YOUNG COMPANY	INV8119097	0	2026 11	INV	P	295.69	083126	316738	COURT RENTAL 5.27.2
004057	RJ YOUNG COMPANY	INV8160480	0	2026 11	INV	P	295.69	083126	316738	COURT RENTAL 6.27.2
							887.07			
004482	TYLER TECHNOLGIES IN	CI100-00296216	0	2026 11	INV	P	5,000.00	083126	316774	COURT MUNICIPAL JUS
							ACCOUNT TOTAL 5,887.07			
001015	611000						TRAVEL EXPENSE			
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	398.00	083126	316693	MML 2026-COH HOTEL
							ACCOUNT TOTAL 398.00			
							ORG 001015 TOTAL 15,403.61			
001020			MAYOR/ADMIN.							
001020	502000						MINOR OFFICE EQUIP/FURN.			
003810	OFFICE PRODUCTS PLUS	1126505-0	2603444	2026 11	INV	P	3,219.60	083126	316714	BROGAN DOUBLE PEDES
							ACCOUNT TOTAL 3,219.60			
001020	570000						MTR VEHICLE REP. PTS/SPL			
052486	WINDHAM MOTOR CO	75095	2604179	2026 11	INV	P	179.95	083126	316784	REPROGRAM TCM MODUL
							ACCOUNT TOTAL 179.95			
001020	611000						TRAVEL EXPENSE			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	4,652.00	083126	316693	MML 2026-COH HOTEL
049462	EXTENSION CENTER FOR	KEATONWINCONF2026	0	2026 11	INV	P	300.00	083126	316653	REGISTRATION WINTER
050826	BRITTANY VASSER	TA 11406	0	2026 11	INV	P	349.00	083126	316611	TRAVEL ADVANCE FOR
				ACCOUNT TOTAL			5,301.00			
001020 684000				DUES AND MEMBERSHIPS						
047851	NATIONAL LEAGUE OF C	198361	0	2026 11	INV	P	4,622.00	083126	316710	DIRECT MEMBERSHIP D
				ACCOUNT TOTAL			4,622.00			
				ORG 001020 TOTAL			13,322.55			
001040			MUNICIPAL CLERK							
001040 641000				OFFICE EQUIPMENT RENT						
004057	RJ YOUNG COMPANY	8178550	0	2026 11	INV	P	86.33	083126	316738	RJ YOUNG INV 817855
004057	RJ YOUNG COMPANY	8179904	0	2026 11	INV	P	66.83	083126	316738	RJ YOUNG INV 817990
							153.16			
				ACCOUNT TOTAL			153.16			
				ORG 001040 TOTAL			153.16			
001045			PURCHASING DIV.							
001045 636500				OFFICE EQUIPMENT R&M						
002406	CANON FINANCIAL SERV	43667611	0	2026 11	INV	P	160.72	083126	316617	SC#8200085486 BW MT
				ACCOUNT TOTAL			160.72			
				ORG 001045 TOTAL			160.72			
001080			HUMAN RESOURCES							
001080 611000				TRAVEL EXPENSE						
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	796.00	083126	316693	MML 2026-COH HOTEL
				ACCOUNT TOTAL			796.00			
001080 636500				OFFICE EQUIPMENT R&M						
004050	RICOH CORP	42011200	0	2026 11	INV	P	185.85	083126	316737	MB# 2021-250 HR COP
				ACCOUNT TOTAL			185.85			
				ORG 001080 TOTAL			981.85			
001091			INFO TECHNOLOGY							
001091 603500				DATA PROCESSING						
002158	AT&T	0598 8.8.26	0	2026 11	INV	P	6,790.00	083126	316595	INTERACT SUPPORT -
003342	KRONOS INCORPORATED	I10010091760	0	2026 11	INV	P	5,827.50	083126	316684	KRONOS RENEWAL - IT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004050	RICOH CORP	1107614303	0	2026 11	INV	P	1,703.36	083126	316737	FUSIONPRO RENEWAL -
				ACCOUNT TOTAL			14,320.86			
001091	636500			OFFICE EQUIPMENT R&M						
002158	AT&T	0591 8.8.26	0	2026 11	INV	P	47.00	083126	316595	INTERACT SUPPORT -
				ACCOUNT TOTAL			47.00			
				ORG 001091 TOTAL			14,367.86			
001092			GEN.GOVT.BLDG							
001092	546000			MINOR EQUIPMENT						
002883	GARNER LUMLEY ELECTR	630137	2604315	2026 11	INV	P	21.67	083126	316658	SWITCH COVER- BOILE
				ACCOUNT TOTAL			21.67			
001092	560500			ELECTRICAL SUPPLIES						
002883	GARNER LUMLEY ELECTR	630289	2604422	2026 11	INV	P	81.40	083126	316658	4' LED STRIP LIGHT
				ACCOUNT TOTAL			81.40			
				ORG 001092 TOTAL			103.07			
001093			INTERMODAL FAC O&M							
001093	635000			BUILDING R&M						
004234	SMITH, JIM SERVICES	1242	0	2026 11	INV	P	2,228.39	083126	316750	REPAIR CONDENSER FA
004315	SPEEDY MASONRY	82826	2602967	2026 11	INV	P	2,700.00	083126	316757	REPAIR AT TRAIN DEP
				ACCOUNT TOTAL			4,928.39			
				ORG 001093 TOTAL			4,928.39			
001095			G/G INS.OTH SER							
001095	602500			LEGAL						
049330	PHELPS DUNBAR LLP	1505547	0	2026 11	INV	P	468.75	083126	316722	GENERAL ADVICE AND
				ACCOUNT TOTAL			468.75			
001095	604900			OTHER PROFESSIONAL SERV.						
002143	AREA DEVELOPMENT PAR	1759	0	2026 11	INV	P	7,500.00	083126	316591	PROFESSIONAL SERVIC
002523	COMCAST CABLEVISION	AUG-15/SEP 14	0	2026 11	INV	P	305.50	083126	316624	COMCAST BUSINESS-H'
				ACCOUNT TOTAL			7,805.50			
001095	606000			TELEPHONE AND TELEGRAPH						
002158	AT&T	L2026-08.13.26	0	2026 11	INV	P	103.94	083126	316595	AT&T BLUE LIGHTS ON
002158	AT&T	L2026-08.20.26	0	2026 11	INV	P	51.97	083126	316595	AT&T BLUE LIGHTS ON
002158	AT&T	M8183270010594 8/26	0	2026 11	INV	P	4,429.38	083126	316596	CITY WIDE CHARGES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							4,585.29			
				ACCOUNT TOTAL			4,585.29			
001095	636500			OFFICE EQUIPMENT R&M						
002471	CINTAS CORPORATION #	5356117509	0	2026 11	INV	P	290.11	083126	316619	SERVICE MED.CABINET
				ACCOUNT TOTAL			290.11			
001095	670000			SETTLEMT OF DAMAGE CLAIMS						
049675	KOHLER CO.	8252026	0	2026 11	INV	P	64,178.00	083126	316683	FY26 PAYMENT
				ACCOUNT TOTAL			64,178.00			
				ORG 001095 TOTAL			77,327.65			
001100			POLICE/PUB.SFTY							
001100	501000			OTHER EXPENDABLE OFF.SPL						
002471	CINTAS CORPORATION #	4279096501	0	2026 11	INV	P	60.68	083126	316620	MAT RENTALS FOR PUB
003810	OFFICE PRODUCTS PLUS	1130384-0	2604192	2026 11	INV	P	121.30	083126	316714	TONER FOR SUBSTATIO
003810	OFFICE PRODUCTS PLUS	1130911-0	2604293	2026 11	INV	P	715.56	083126	316714	PAPER FOR STOCK
							836.86			
048766	OFFICE DEPOT	476496533001	2604193	2026 11	INV	P	182.72	083126	316713	OFFICE SUPPLIES FOR
				ACCOUNT TOTAL			1,080.26			
001100	501200			EXPENDABLE OFF.SPL-LIFE						
048766	OFFICE DEPOT	477865342001	2604164	2026 11	INV	P	126.91	083126	316713	OFFICE SUPPLIES FOR
				ACCOUNT TOTAL			126.91			
001100	502000			MINOR OFFICE EQUIP/FURN.						
048766	OFFICE DEPOT	479351879001	2604295	2026 11	INV	P	305.34	083126	316713	BINDERS/FLASH DRIVE
				ACCOUNT TOTAL			305.34			
001100	508000			COMPUTER SUPPLIES						
002175	B & H PHOTO-VIDEO	247017989	2603979	2026 11	INV	P	550.00	083126	316601	CAMERA FOR RECORDS
003810	OFFICE PRODUCTS PLUS	1130384-0	2604192	2026 11	INV	P	247.26	083126	316714	TONER FOR SUBSTATIO
047599	CRASH DATA GROUP	17718	2604303	2026 11	INV	P	1,500.00	083126	316630	CDR SOFTWARE RENEWA
048766	OFFICE DEPOT	476496533001	2604193	2026 11	INV	P	169.54	083126	316713	OFFICE SUPPLIES FOR
				ACCOUNT TOTAL			2,466.80			
001100	510000			CLEANING/JANITORIAL SPLY						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4279831255	0	2026 11	INV	P	60.68	083126	316620	MAT RENTALS FOR PUB
				ACCOUNT TOTAL			60.68			
001100	535000			UNIFORMS, BADGES, ETC.						
047040	BOOT COUNTRY	000100000035625	0	2026 11	INV	P	134.99	083126	316607	BOOTS FOR SGT. RUE
				ACCOUNT TOTAL			134.99			
001100	535500			WEARING APPAREL						
002769	EXPRESS PRESS	64923	2604245	2026 11	INV	P	635.84	083126	316652	POLOS FOR RECORDS/A
002879	GALL'S LLC	035977687	2603664	2026 11	INV	P	267.56	083126	316657	BOOTS FOR DAVIS/NOB
				ACCOUNT TOTAL			903.40			
001100	559000			OTHER OPERATING MATL/SPLY						
003810	OFFICE PRODUCTS PLUS	1129730-2	2604095	2026 11	INV	P	148.38	083126	316714	LYSOL, WIPES, CLORO
003810	OFFICE PRODUCTS PLUS	1131486-0	2604399	2026 11	INV	P	299.55	083126	316714	JANITORIAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1131486-1	2604399	2026 11	INV	P	129.67	083126	316714	JANITORIAL SUPPLIES
							577.60			
048766	OFFICE DEPOT	479350924001	2604295	2026 11	INV	P	784.94	083126	316713	BINDERS/FLASH DRIVE
048766	OFFICE DEPOT	479351878001	2604295	2026 11	INV	P	498.19	083126	316713	BINDERS/FLASH DRIVE
048766	OFFICE DEPOT	479351879001	2604295	2026 11	INV	P	295.84	083126	316713	BINDERS/FLASH DRIVE
							1,578.97			
050811	IMPERIAL DADE	42826394	2604397	2026 11	INV	P	2,284.24	083126	316669	JANITORIAL SUPPLIES
				ACCOUNT TOTAL			4,440.81			
001100	570000			MTR VEHICLE REP. PTS/SPL						
002060	ADVANCE AUTO PARTS	5604620574814	2604041	2026 11	INV	P	2,514.57	083126	316584	PARTS FOR UNITS#193
002060	ADVANCE AUTO PARTS	5604622275081	2604285	2026 11	INV	P	2,445.73	083126	316584	PARTS FOR UNITS 197
002060	ADVANCE AUTO PARTS	5604623275240	2604455	2026 11	INV	P	1,109.70	083126	316584	PARTS FOR UNIT#2084
							6,070.00			
002471	CINTAS CORPORATION #	4278473057	0	2026 11	INV	P	41.98	083126	316620	SUPPLIES FOR HPD SE
002471	CINTAS CORPORATION #	4279194351	0	2026 11	INV	P	70.82	083126	316620	SUPPLIES FOR HPD SE
							112.80			
003915	PINE BELT CDJR, INC	108966	2603685	2026 11	INV	P	546.40	083126	316725	BATTERIES FOR UNIT#
003915	PINE BELT CDJR, INC	109604	2604112	2026 11	INV	P	294.84	083126	316725	PARTS FOR STOCK SER
003915	PINE BELT CDJR, INC	109804	2604274	2026 11	INV	P	75.36	083126	316725	PARTS FOR UNIT#2215
							916.60			
004514	UNIVERSITY TIRE & SE	INV274073	2604073	2026 11	INV	P	2,243.43	083126	316778	TIRES FOR STOCK QUO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
051212	GULF COAST OIL	144305	0	2026 11	INV	P	1,160.85	083126	316664	OIL AND ANTIFREEZE
051432	MIDWEST MOTOR SUPPLY	104766576	2604461	2026 11	INV	P	510.31	083126	316694	SHOP SUPPLIES FOR S
				ACCOUNT TOTAL			11,013.99			
001100 604900				OTHER PROFESSIONAL SERV.						
002037	AB SUPPORT SERVICES	HPD019	2601939	2026 11	INV	P	2,165.00	083126	316583	CLEANING SAFETY COM
				ACCOUNT TOTAL			2,165.00			
001100 604921				NOLA EXPENSE						
002672	DOLEAC ELECTRIC CO I	H31325	2604230	2026 11	INV	P	525.00	083126	316637	CAMERA INSTALLL FOR
				ACCOUNT TOTAL			525.00			
001100 606000				TELEPHONE AND TELEGRAPH						
002158	AT&T	0563149329001 08/15	0	2026 11	INV	P	52.06	083126	316598	POLICE DISPATCH LON
002158	AT&T	0563152379001 8/26	0	2026 11	INV	P	52.06	083126	316599	POLICE DISPATCH
002158	AT&T	6015454910103 8/26	0	2026 11	INV	P	199.56	083126	316597	POLICE DISPATCH
002158	AT&T	T2026-08 AUG 2026	0	2026 11	INV	P	76.00	083126	316595	AT&T CLUB SERVICE
							379.68			
				ACCOUNT TOTAL			379.68			
001100 611000				TRAVEL EXPENSE						
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	796.00	083126	316693	MML 2026-COH HOTEL
050294	STANDLEY MELINDA	11395R	0	2026 11	INV	P	11.40	083126	316759	REIMBURSEMENT FOR T
052495	ERIC LOPEZ	11444OT	0	2026 11	INV	P	1,136.00	083126	316649	TRAVEL ADVANCE FOR
				ACCOUNT TOTAL			1,943.40			
001100 612000				FREIGHT						
002769	EXPRESS PRESS	64923	2604245	2026 11	INV	P	15.06	083126	316652	POLOS FOR RECORDS/A
002879	GALL'S LLC	035977687	2603664	2026 11	INV	P	20.06	083126	316657	BOOTS FOR DAVIS/NOB
004505	UNITED PARCEL SERVIC	00008E1Y15326	0	2026 11	INV	P	7.97	083126	316776	SHIPPING FEES
004505	UNITED PARCEL SERVIC	00008E1Y15336	0	2026 11	INV	P	30.00	083126	316776	SHIPPING FEES 8/15/
							37.97			
052405	EVIDENT (EJ2 LLC)	259149B	2602913	2026 11	INV	P	25.59	083126	316650	SUPPLIES FOR STOCK/
				ACCOUNT TOTAL			98.68			
001100 626500				AUTOMOBILE INSURANCE						
004307	SOUTHGROUP (HATTIESB	283816	0	2026 11	INV	P	2,136.42	083126	316756	RISCOM INSURANCE HP

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004307	SOUTHGROUP (HATTIESB	284053	0	2026 11	INV	P	16.50	083126	316756	MVR FEE FOR AUTO PO
							2,152.92			
				ACCOUNT TOTAL			2,152.92			
001100	630000			GAS						
004321	SPIRE	G2026-08.11.26	0	2026 11	INV	P	1,646.71	083126	316758	SPIRE-VARIOUS DEPAR
051589	ROCKHOLD, NEAL	22980	0	2026 11	INV	P	20.00	083126	316741	REIMBURSEMENT FOR G
				ACCOUNT TOTAL			1,666.71			
001100	635000			BUILDING R&M						
002672	DOLEAC ELECTRIC CO I	H31221	0	2026 11	INV	P	1,970.00	083126	316637	REPLACE AND REPAIR
002714	ECONOMY SUPPLY CO	169610	2604436	2026 11	INV	P	240.50	083126	316641	REPLACEMENT CEILING
004234	SMITH, JIM SERVICES	11539	0	2026 11	INV	P	125.00	083126	316750	HARD RESTART FOR ON
047025	POWERS OF MISSISSIPP	258889	0	2026 11	INV	P	8,012.50	083126	316730	1ST QUARTER PUBLIC
				ACCOUNT TOTAL			10,348.00			
001100	636500			OFFICE EQUIPMENT R&M						
003825	OWENS BUSINESS MACHI	544481	2604324	2026 11	INV	P	135.00	083126	316716	REPAIRS TO RECORDS
				ACCOUNT TOTAL			135.00			
001100	638400			MOTOR VEHICLE EQ. R&M						
003861	PATTERSON AUTO ELECT	83390	2604126	2026 11	INV	P	1,335.57	083126	316718	REPAIRS TO UNIT#206
003861	PATTERSON AUTO ELECT	83410	2604382	2026 11	INV	P	200.00	083126	316718	REPAIRS TO UNIT#197
							1,535.57			
047725	HI-FI CRUISIN	137265	0	2026 11	INV	P	50.00	083126	316666	REPAIRS TO UNIT#208
052484	TEN-8 FIRE & SAFETY	1310113933	2601940	2026 11	INV	P	20,812.00	083126	316765	EQUIPMENT FOR 2 NEW
				ACCOUNT TOTAL			22,397.57			
001100	699900			SERVICES NOT SPECIFIED						
004057	RJ YOUNG COMPANY	INV8199290	0	2026 11	INV	P	567.71	083126	316738	MINUTE BOOK#2024-96
004057	RJ YOUNG COMPANY	INV8205092	0	2026 11	INV	P	435.15	083126	316738	MB#2023-429 COPIER
							1,002.86			
				ACCOUNT TOTAL			1,002.86			
				ORG 001100 TOTAL			63,348.00			

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YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001131			JOINT P&F TRNG.							
001131	508000			COMPUTER SUPPLIES						
004057	RJ YOUNG COMPANY	INV8199291	0	2026 11	INV	P	229.51	083126	316738	ACADEMY COPIER / C-
				ACCOUNT TOTAL			229.51			
001131	559000			OTHER OPERATING MATL/SPLY						
002962	GULF STATES DISTRIBU	1512446-IN	2604341	2026 11	INV	P	1,580.00	083126	316665	SIM ROUNDS
				ACCOUNT TOTAL			1,580.00			
001131	6110FR			TRAVEL - FIRE						
051383	ROBERSON, JOSHUA	ROBERSON/11456	0	2026 11	INV	P	272.00	083126	316740	TRAVELT O PEARL - T
				ACCOUNT TOTAL			272.00			
				ORG 001131 TOTAL			2,081.51			
001160			FIRE DIVISION							
001160	500300			PAPER						
050056	AMAZON CAPITAL	1LKX-KGDR-QQFX	2604202	2026 11	INV	P	97.98	083126	316589	HFD PAPER & STATION
				ACCOUNT TOTAL			97.98			
001160	501000			OTHER EXPENDABLE OFF.SPL						
050056	AMAZON CAPITAL	1DQ4-T6YP-V4PN	2604332	2026 11	INV	P	16.98	083126	316589	HFD UNIFORM ITEMS &
				ACCOUNT TOTAL			16.98			
001160	502000			MINOR OFFICE EQUIP/FURN.						
050056	AMAZON CAPITAL	1DQ4-T6YP-V4PN	2604332	2026 11	INV	P	27.06	083126	316589	HFD UNIFORM ITEMS &
				ACCOUNT TOTAL			27.06			
001160	510000			CLEANING/JANITORIAL SPLY						
002471	CINTAS CORPORATION #	4279194271	0	2026 11	INV	P	59.29	083126	316620	HFD MECHANIC SHOP C
048909	BRADY COMPANIES, LLC	1196091222	2604409	2026 11	INV	P	720.07	083126	316609	HFD CLEANING & JANI
048909	BRADY COMPANIES, LLC	1196095036	2604409	2026 11	INV	P	48.60	083126	316609	HFD CLEANING & JANI
							768.67			
				ACCOUNT TOTAL			827.96			
001160	511000			HOUSEHOLD SUPPLIES						
050056	AMAZON CAPITAL	1LKX-KGDR-QQFX	2604202	2026 11	INV	P	14.99	083126	316589	HFD PAPER & STATION
				ACCOUNT TOTAL			14.99			
001160	535000			UNIFORMS, BADGES, ETC.						
003123	HOOK-FAST SPECIALTIE	389943	2603602	2026 11	INV	P	1,066.89	083126	316667	HFD NAMEPLATES & BA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003744	NAFECO-NORTH AMERICA	1438718	2604097	2026 11	INV	P	416.01	083126	316709	HFD HELMET SHIELDS
050056	AMAZON CAPITAL	1DQ4-T6YP-V4PN	2604332	2026 11	INV	P	67.66	083126	316589	HFD UNIFORM ITEMS &
050056	AMAZON CAPITAL	1R1M-TWRT-CG3W	2604137	2026 11	INV	P	65.35	083126	316589	HFD UNIFORM ITEMS F
050056	AMAZON CAPITAL	1W7W-D3LR-F3XV	2604137	2026 11	INV	P	139.41	083126	316589	HFD UNIFORM ITEMS F
							272.42			
				ACCOUNT TOTAL			1,755.32			
001160	546000			MINOR EQUIPMENT						
003681	MS FIRE & SAFETY OF	098379	2604280	2026 11	INV	P	269.00	083126	316696	HFD STATION 9 FIRE
				ACCOUNT TOTAL			269.00			
001160	560000			BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	166055	2603533	2026 11	INV	P	135.50	083126	316641	HFD ADMIN OFFICE RE
002714	ECONOMY SUPPLY CO	166562	2603526	2026 11	INV	P	39.50	083126	316641	HFD ADMIN OFFICE RE
							175.00			
				ACCOUNT TOTAL			175.00			
001160	565000			PAINT AND PAINTING SPLY.						
004176	SHERWIN-WILLIAMS COM	88010110190826	2603489	2026 11	INV	P	124.35	083126	316746	HFD STATION 4 MAINT
				ACCOUNT TOTAL			124.35			
001160	570000			MTR VEHICLE REP. PTS/SPL						
002738	EMPIRE TRUCK SALES	CE006247349:01	2602499	2026 11	INV	P	16.92	083126	316643	HFD ENGINE 4 UNIT #
048827	CARQUEST	017849	0	2026 11	INV	P	6.89	083126	316618	HFD I1 UNIT #18557
				ACCOUNT TOTAL			23.81			
001160	575600			SCBA REPAIR PTS/SPL						
003723	MUNICIPAL EMERGENCY	IN2446052	2600209	2026 11	INV	P	1,213.40	083126	316708	HFD SCBA EQUIPMENT
				ACCOUNT TOTAL			1,213.40			
001160	611000			TRAVEL EXPENSE						
002663	DILLARD, ROBERT	11322	0	2026 11	INV	P	2,332.29	083126	316636	HFD BC ROBERT DILLA
003314	KEYS, CODY	11319	0	2026 11	INV	P	2,332.29	083126	316682	HFD DC CODY KEYS FI
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	582.00	083126	316693	MML 2026-COH HOTEL
049081	JONALYN WALLACE	11320	0	2026 11	INV	P	2,642.29	083126	316679	HFD JONALYN WALLACE
052444	NICHOLAS BISHOP	11334-2	0	2026 11	INV	P	35.00	083126	316711	HFD NICK BISHOP TRA

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YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
052501	BRANDON BELL	11321	0	2026 11	INV	P	516.00	083126	316610	HFD BC BRANDON BELL
				ACCOUNT TOTAL			8,439.87			
001160	612000			FREIGHT						
002367	BURROUGHS DIESEL INC	2100089	2604135	2026 11	INV	P	52.00	083126	316614	HFD RESERVE RESCUE
002733	EMERGENCY EQUIPMENT	433108	2604036	2026 11	INV	P	24.47	083126	316642	HFD FIREFIGHTING GE
003744	NAFECO-NORTH AMERICA	1438718	2604097	2026 11	INV	P	20.49	083126	316709	HFD HELMET SHIELDS
				ACCOUNT TOTAL			96.96			
001160	630000			GAS						
004321	SPIRE	G2026-08.11.26	0	2026 11	INV	P	108.50	083126	316758	SPIRE-VARIOUS DEPAR
004321	SPIRE	G2026-11 AUG	0	2026 11	INV	P	169.98	083126	316758	SPIRE-(WILMUNT GAS)
004321	SPIRE	G2026-20 AUG	0	2026 11	INV	P	167.96	083126	316758	SPIRE(WILMUT GAS) 1
							446.44			
				ACCOUNT TOTAL			446.44			
001160	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-08.13	0	2026 11	INV	P	623.78	083126	316701	MISSISSIPPI POWER E
004282	SOUTHERN PINE ELECTR	e2026-08.18.26	0	2026 11	INV	P	164.60	083126	316754	SOUTHERN PINE ELECT
				ACCOUNT TOTAL			788.38			
001160	631500			WATER						
002146	ARNOLD LINE WATER AS	T2026-08.19.26	0	2026 11	INV	P	38.00	083126	316592	ARNOLD LINE WATER-H
048680	RAWLS SPRINGS UTILIT	t2026-08.14.26	0	2026 11	INV	P	279.66	083126	316735	RAWLS SPRINGS UTILI
				ACCOUNT TOTAL			317.66			
001160	635000			BUILDING R&M						
002256	BILL'S PLUMBING CO	49729	0	2026 11	INV	P	180.00	083126	316604	HFD STATION 4 PLUMB
002256	BILL'S PLUMBING CO	49738	0	2026 11	INV	P	180.00	083126	316604	HFD ADMIN OFFICE PL
							360.00			
				ACCOUNT TOTAL			360.00			
001160	638400			MOTOR VEHICLE EQ. R&M						
002700	EAGLE TIRE AND SERVI	INV100640	2604452	2026 11	INV	P	6.25	083126	316640	HFD EXPLORER UNIT #
				ACCOUNT TOTAL			6.25			
001160	638700			AGRICULTURAL EQ. R&M						
002083	ALLBRITTON CHAIN SAW	117785	2602120	2026 11	INV	P	259.99	083126	316588	HFD LAWNMOWER SUPPL

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			259.99			
001160	638900			SCBA EQUIP. R&M						
003723	MUNICIPAL EMERGENCY	IN2446052	2600209	2026 11	INV	P	603.44	083126	316708	HFD SCBA EQUIPMENT
				ACCOUNT TOTAL			603.44			
001160	641000			OFFICE EQUIPMENT RENT						
004050	RICOH CORP	42011466	0	2026 11	INV	P	205.35	083126	316737	HFD ADMIN COPIER RE
				ACCOUNT TOTAL			205.35			
001160	642500			CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5526300265	0	2026 11	INV	P	87.01	083126	316585	HFD MEDICAL OXYGEN
004273	SOUTHERN GAS & SUPPL	0040329916	0	2026 11	INV	P	370.36	083126	316752	HFD MEDICAL OXYGEN
				ACCOUNT TOTAL			457.37			
001160	684500			REGISTRATION FEE/TUITION						
002074	ALABAMA FIRE COLLEGE	11230	2603252	2026 11	INV	P	440.00	083126	316586	HFD NICK BISHOP FIR
				ACCOUNT TOTAL			440.00			
				ORG 001160 TOTAL			16,967.56			
001180			LAND DEVEL.ADM.							
001180	500300			PAPER						
004328	STAPLES	6071607158	2604368	2026 11	INV	P	318.40	083126	316760	PAPER, ENVELOPES, &
				ACCOUNT TOTAL			318.40			
001180	501000			OTHER EXPENDABLE OFF.SPL						
004328	STAPLES	6071607158	2604368	2026 11	INV	P	5.08	083126	316760	PAPER, ENVELOPES, &
				ACCOUNT TOTAL			5.08			
001180	601300			DEMOLITION						
003718	MSP ENTERPRISES, LLC	081326-1	0	2026 11	INV	P	6,232.26	083126	316707	DEMO - 920 WHITNEY
003718	MSP ENTERPRISES, LLC	081726-0	0	2026 11	INV	P	1,650.00	083126	316707	SAMPLE/TEST FOR ASB
003718	MSP ENTERPRISES, LLC	081826-0	0	2026 11	INV	P	8,835.58	083126	316707	DEMO - 1025 ATLANTA
003718	MSP ENTERPRISES, LLC	082026-2	0	2026 11	INV	P	6,317.19	083126	316707	DEMO - 404 E 7TH ST
							23,035.03			
				ACCOUNT TOTAL			23,035.03			
001180	601800			LOT CLEARING						
004417	TERRY'S BACKHOE AND	1252	0	2026 11	INV	P	1,349.60	083126	316767	LOT CLEARING - 0 7T
004417	TERRY'S BACKHOE AND	1257	0	2026 11	INV	P	4,840.10	083126	316767	LOT CLEARING - 1715
004417	TERRY'S BACKHOE AND	1258	0	2026 11	INV	P	249.00	083126	316767	LOT CLEARING - 0 3R
004417	TERRY'S BACKHOE AND	1260	0	2026 11	INV	P	290.00	083126	316767	LOT CLEARING - 702

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004417	TERRY'S BACKHOE AND	1261	0	2026 11	INV	P	230.00	083126	316767	LOT CLEARING - 901
							6,958.70			
047238	COHENS, ARTHUR	SUNSHINE-112WISTERI2	0	2026 11	INV	P	1,030.00	083126	316623	LOT CLEARING - 112
047238	COHENS, ARTHUR	SUNSHINE-504BROAD2	0	2026 11	INV	P	5,525.00	083126	316623	LOT CLEAR/TREE - 50
							6,555.00			
				ACCOUNT TOTAL			13,513.70			
001180	604900			OTHER PROFESSIONAL SERV.						
052340	REAL ESTATE PORTAL	7701	2603080	2026 11	INV	P	250.00	083126	316736	REPORTALL.COM 6 MON
				ACCOUNT TOTAL			250.00			
				ORG 001180 TOTAL			37,122.21			
001190			P/S CONTRAC.SER							
001190	602700			MEDICAL						
050313	ASSOCIATION PROGRAM	260727201137	0	2026 11	INV	P	5,847.45	083126	316594	INMATE MEDICAL BILL
				ACCOUNT TOTAL			5,847.45			
001190	681500			JAIL EXPENSE						
002851	FORREST CTY SUPERVIS	04.2026FCJ	0	2026 11	INV	P	63,917.01	083126	316655	INMATE HOUSING APRI
002851	FORREST CTY SUPERVIS	05.2026FCJ	0	2026 11	INV	P	65,579.91	083126	316655	INMATE HOUSING MAY
							129,496.92			
				ACCOUNT TOTAL			129,496.92			
				ORG 001190 TOTAL			135,344.37			
001191			TRAFFIC MAINT.							
001191	510000			CLEANING/JANITORIAL SPLY						
004634	WHEELER'S JANITORIAL	3330	2603550	2026 11	INV	P	17.50	083126	316782	TOILET PAPER HOLDER
				ACCOUNT TOTAL			17.50			
001191	570000			MTR VEHICLE REP. PTS/SPL						
003861	PATTERSON AUTO ELECT	83400	2604331	2026 11	INV	P	629.06	083126	316718	AUOTOMOBILE unit #1
004297	SOUTHERN TIRE MART (	2520219134	2604142	2026 11	INV	P	19.95	083126	316755	AUOTOMOBILE unit #2
004297	SOUTHERN TIRE MART (	2520219188	2604145	2026 11	INV	P	436.62	083126	316755	AUOTOMOBILE unit #
							456.57			
				ACCOUNT TOTAL			1,085.63			
001191	630000			GAS						
004321	SPIRE	G2026-08.11.26	0	2026 11	INV	P	32.45	083126	316758	SPIRE-VARIOUS DEPAR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			32.45			
001191	637500			TRAFFIC CONTROL EQ. R&M						
051000	CUBIC ITS,INC	90230159	2603692	2026 11	INV	P	278.50	083126	316632	REPAIRS TO VARIOUS
				ACCOUNT TOTAL			278.50			
001191	638400			MOTOR VEHICLE EQ. R&M						
002168	AUTO ZONE	00139862799	2604367	2026 11	INV	P	169.99	083126	316600	BATTERY UNIT11428
003861	PATTERSON AUTO ELECT	83400	2604331	2026 11	INV	P	525.00	083126	316718	AUOTOMOBILE unit #1
				ACCOUNT TOTAL			694.99			
001191	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4279191850	0	2026 11	INV	P	37.36	083126	316620	TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4279946267	0	2026 11	INV	P	37.36	083126	316620	TRAFFIC UNIFORM SC/
							74.72			
				ACCOUNT TOTAL			74.72			
001191	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4279191415	0	2026 11	INV	P	9.02	083126	316621	TRAFFIC MATS S/8200
002471	CINTAS CORPORATION #	4279945841	0	2026 11	INV	P	9.02	083126	316621	TRAFFIC MATS S/8200
							18.04			
				ACCOUNT TOTAL			18.04			
				ORG 001191 TOTAL			2,201.83			
001201			STREET DIV.							
001201	540000			ASPHALT & ASPHALT PROD.						
003987	PUCKETT RENTS	1208485-0001	2604354	2026 11	INV	P	247.68	083126	316732	ASPHALT LUTE
004586	WARREN PAVING INC	130652	2604278	2026 11	INV	P	71.01	083126	316780	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	130736	2604278	2026 11	INV	P	154.73	083126	316780	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	130785	2604278	2026 11	INV	P	133.53	083126	316780	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	130862	2604375	2026 11	INV	P	260.36	083126	316780	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	130925	2604375	2026 11	INV	P	372.10	083126	316780	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	131010	2604375	2026 11	INV	P	120.17	083126	316780	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	131068	2604375	2026 11	INV	P	235.06	083126	316780	ASPHALT/VARIOUS LOC
004586	WARREN PAVING INC	131226	2604375	2026 11	INV	P	263.53	083126	316780	ASPHALT/VARIOUS LOC
							1,610.49			
				ACCOUNT TOTAL			1,858.17			
001201	559000			OTHER OPERATING MATL/SPLY						
002471	CINTAS CORPORATION #	4279191809	0	2026 11	INV	P	138.82	083126	316619	SIR & SOAP SVC, HAN

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YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4279946356	0	2026 11	INV	P	84.27	083126	316619	AIR & SOAP SERV, HA
							223.09			
				ACCOUNT TOTAL			223.09			
001201	570000			MTR VEHICLE REP. PTS/SPL						
002342	BRUCE AUTO RECYCLING	600346	2604383	2026 11	INV	P	300.00	083126	316612	PART FOR UNIT 62921
004297	SOUTHERN TIRE MART (	2520220942	2604453	2026 11	INV	P	676.40	083126	316755	TIRES AND ALIGNMENT
048827	CARQUEST	017637	2604349	2026 11	INV	P	414.10	083126	316618	ROTORS AND BEARING/
048827	CARQUEST	017791	2604420	2026 11	INV	P	795.33	083126	316618	PARTS/UNIT 20405
048827	CARQUEST	017871	2604467	2026 11	INV	P	90.02	083126	316618	RIGHT BRAKE CALIPER
							1,299.45			
				ACCOUNT TOTAL			2,275.85			
001201	604900			OTHER PROFESSIONAL SERV.						
048836	PAYTON, RAY A.	1420	0	2026 11	INV	P	2,300.00	083126	316719	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	290	0	2026 11	INV	P	1,400.00	083126	316690	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	291	0	2026 11	INV	P	1,000.00	083126	316690	WEEKLY MAINTENANCE-
048966	MARTINEZ DAVID J	292	0	2026 11	INV	P	5,600.00	083126	316690	WEEKLY MAINTEANCE H
							8,000.00			
052130	MASTER CARE LANDSCAP	15	0	2026 11	INV	P	8,000.00	083126	316691	WEEKLY MAINTENANCE-
052130	MASTER CARE LANDSCAP	16	0	2026 11	INV	P	5,600.00	083126	316691	WEEKLY MAINTENANCE-
052130	MASTER CARE LANDSCAP	17	0	2026 11	INV	P	2,500.00	083126	316691	WEEKLY MAINTENANCE-
							16,100.00			
				ACCOUNT TOTAL			26,400.00			
001201	638400			MOTOR VEHICLE EQ. R&M						
002252	BIG IRON DIESEL REPA	B10718	2604374	2026 11	INV	P	300.00	083126	316603	LABOR TO CHECK ENGI
004139	SCOTTS HYDRAULIC SER	69376	2604015	2026 11	INV	P	9,212.92	083126	316744	REPAIRS ON UNIT 205
004297	SOUTHERN TIRE MART (	2520221007	2604466	2026 11	INV	P	668.00	083126	316755	TIRES AND LABOR/UNI
				ACCOUNT TOTAL			10,180.92			
001201	638700			AGRICULTURAL EQ. R&M						
003380	LANCASTER'S MACHINE	26172	2604352	2026 11	INV	P	1,850.00	083126	316687	REPAIRS ON 16FT TRA
004354	STRIBLING EQUIPMENT	RS006026200:1	2604434	2026 11	INV	P	659.00	083126	316761	REPAIRS ON UNIT 201
				ACCOUNT TOTAL			2,509.00			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001201	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4279191523	0	2026 11	INV	P	29.30	083126	316621	UNIFORM RENTALS SC#
002471	CINTAS CORPORATION #	4279191594	0	2026 11	INV	P	23.41	083126	316621	UNIFORM RENTALS 820
002471	CINTAS CORPORATION #	4279191731	0	2026 11	INV	P	121.04	083126	316619	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4279191861	0	2026 11	INV	P	59.25	083126	316620	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4279191886	0	2026 11	INV	P	37.25	083126	316620	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4279946003	0	2026 11	INV	P	29.30	083126	316621	UNIFORM RENTALS 820
002471	CINTAS CORPORATION #	4279946066	0	2026 11	INV	P	23.41	083126	316621	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4279946234	0	2026 11	INV	P	121.04	083126	316619	UNIFORM RENTALS 820
002471	CINTAS CORPORATION #	4279946261	0	2026 11	INV	P	59.25	083126	316620	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4279946278	0	2026 11	INV	P	37.25	083126	316620	MAT RENTALS SC 8200
							540.50			
				ACCOUNT TOTAL			540.50			
				ORG 001201 TOTAL			43,987.53			
001202			STREET LIGHTS							
001202	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-08.06.2026A	0	2026 11	INV	P	55.58	083126	316697	MISSISSIPPI POWER-1
003700	MS POWER COMPANY	E2026-08.10	0	2026 11	INV	P	60.83	083126	316698	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-08.12.26	0	2026 11	INV	P	57.44	083126	316699	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2026-08.14.26	0	2026 11	INV	P	231.25	083126	316700	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-08.19.26A	0	2026 11	INV	P	57.94	083126	316702	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-08.20.2026	0	2026 11	INV	P	114.66	083126	316705	MISSISSIPPI POWER-8
							577.70			
003873	PEARL RIVER VALLEY E	2026-08.06.26	0	2026 11	INV	P	931.52	083126	316720	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2026-08.07.26	0	2026 11	INV	P	59.23	083126	316720	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2026-08.10.26	0	2026 11	INV	P	524.50	083126	316720	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2026-08.20.26	0	2026 11	INV	P	18.00	083126	316720	PEARL RIVER VALLEY-
							1,533.25			
004282	SOUTHERN PINE ELECTR	e2026-08.18.26	0	2026 11	INV	P	85.53	083126	316754	SOUTHERN PINE ELECT
				ACCOUNT TOTAL			2,196.48			
				ORG 001202 TOTAL			2,196.48			
001203			ENGR/PUBLIC SER							
001203	501000			OTHER EXPENDABLE OFF.SPL						
003810	OFFICE PRODUCTS PLUS	1123540-1	2602919	2026 11	INV	P	238.05	083126	316714	GRABBER/BUCKETS FOR
				ACCOUNT TOTAL			238.05			
001203	546000			MINOR EQUIPMENT						
003543	MCELHANEY PLUMBING I	322622	2604322	2026 11	INV	P	54.00	083126	316692	CLEANOUT PLUGS
				ACCOUNT TOTAL			54.00			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001203	560000				BUILDING MATERIALS & SPLY					
003543	MCELHANEY PLUMBING I	322626	2604339	2026 11	INV	P	29.00	083126	316692	CLEAN OUT PLUGS
				ACCOUNT TOTAL			29.00			
001203	599000				OTHER REPAIR/MAINT. SPL.					
002920	GRAINGER	84056611	2603117	2026 11	INV	P	12.42	083126	316662	MARKING FLAGS-05.19
				ACCOUNT TOTAL			12.42			
001203	601500				ENGINEERING					
004197	SHOWS DEARMAN & WAIT	28061	0	2026 11	INV	P	19,395.35	083126	316747	MB 2012-1/34 MCLEOD
004197	SHOWS DEARMAN & WAIT	28071	0	2026 11	INV	P	14,655.00	083126	316747	MB 2012-1/34 2026 W
							34,050.35			
				ACCOUNT TOTAL			34,050.35			
001203	604900				OTHER PROFESSIONAL SERV.					
052340	REAL ESTATE PORTAL	7701	2603080	2026 11	INV	P	250.00	083126	316736	REPORTALL.COM 6 MON
				ACCOUNT TOTAL			250.00			
001203	611000				TRAVEL EXPENSE					
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	597.00	083126	316693	MML 2026-COH HOTEL
				ACCOUNT TOTAL			597.00			
				ORG 001203	TOTAL		35,230.82			
001204			SHOP DIVISION							
001204	546000				MINOR EQUIPMENT					
003993	QUALITY ELECTRIC COM	6791	2604309	2026 11	INV	P	207.00	083126	316733	PW SHOP-PARTS-QUOTE
				ACCOUNT TOTAL			207.00			
001204	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4279191651	0	2026 11	INV	P	123.65	083126	316619	UNIFORM RENTALS SC
002471	CINTAS CORPORATION #	4279946202	0	2026 11	INV	P	133.53	083126	316619	UNIFORM RENTALS SC
							257.18			
				ACCOUNT TOTAL			257.18			
				ORG 001204	TOTAL		464.18			
001205			G O & F S DIV.							
001205	604900				OTHER PROFESSIONAL SERV.					
003186	INSTALLATION PLUS	12007	0	2026 11	INV	P	75.00	083126	316670	MONTHLY DEQ MONITOR
003186	INSTALLATION PLUS	12027	0	2026 11	INV	P	75.00	083126	316670	MONTHLY DEQ MONITOR
003186	INSTALLATION PLUS	12117	0	2026 11	INV	P	75.00	083126	316670	MONTHLY DEQ MONITOR

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003186	INSTALLATION PLUS	2675	0	2026 11	INV	P	736.24	083126	316670	LABOR AND SERVICE C
							961.24			
051159	INTEVACON FLEET CARD	7522774	0	2026 11	INV	P	300.00	083126	316672	FLEET CARD ANNUAL S
				ACCOUNT TOTAL			1,261.24			
				ORG 001205 TOTAL			1,261.24			
001206			DRAINAGE DIV.							
001206	721503			INNSWOOD DRAINAGE						
047187	FOUR SEASONS LAWN	25310	2604329	2026 11	INV	P	1,500.00	083126	316656	IRRIGATION REPAIR -
				ACCOUNT TOTAL			1,500.00			
				ORG 001206 TOTAL			1,500.00			
001207			CONSTRUCTION							
001207	559000			OTHER OPERATING MATL/SPLY						
002714	ECONOMY SUPPLY CO	169672	2604465	2026 11	INV	P	63.00	083126	316641	PLYWOOD/JC PARK/CON
004256	SOLAR SUPPLY INC	3405544	2604430	2026 11	INV	P	405.84	083126	316751	FREON FOR CONST DEP
004256	SOLAR SUPPLY INC	3405545	2604428	2026 11	INV	P	207.79	083126	316751	CYLINDER R 410/CONS
							613.63			
004386	T & C RESTAURANT EQU	134566	2604450	2026 11	INV	P	3,443.75	083126	316764	VERNON DAHMER ICE M
				ACCOUNT TOTAL			4,120.38			
001207	560500			ELECTRICAL SUPPLIES						
002795	FASTENAL COMPANY	MSHAT248567	2604194	2026 11	INV	P	416.16	083126	316654	DUCT TAPE FOR STOCK
002883	GARNER LUMLEY ELECTR	630467	2604478	2026 11	INV	P	89.16	083126	316658	LIGHTS FOR DAHMER P
004256	SOLAR SUPPLY INC	3498797	2601662	2026 11	INV	P	151.76	083126	316751	FLARING BIT/CONST
				ACCOUNT TOTAL			657.08			
001207	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	323075	2604535	2026 11	INV	P	12.95	083126	316692	WATER HOSE/CONST DE
				ACCOUNT TOTAL			12.95			
001207	565000			PAINT AND PAINTING SPLY.						
004176	SHERWIN-WILLIAMS COM	95668110190826	2604463	2026 11	INV	P	1,468.74	083126	316746	PAINT FOR PARKING G
				ACCOUNT TOTAL			1,468.74			
001207	599000			OTHER REPAIR/MAINT. SPL.						
004256	SOLAR SUPPLY INC	3405805	2604483	2026 11	INV	P	115.00	083126	316751	DUCT WORK FOR A/C/C

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		115.00			
001207	604900				OTHER PROFESSIONAL SERV.					
002523	COMCAST CABLEVISION	AUG 22-SEPT 21 2026	0	2026 11	INV	P	145.38	083126	316624	COMCAST BUSINESS-CI
					ACCOUNT TOTAL		145.38			
001207	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4279191563	0	2026 11	INV	P	39.54	083126	316620	UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION #	4279946062	0	2026 11	INV	P	39.54	083126	316620	UNIFORM RENTAL/CONS
							79.08			
					ACCOUNT TOTAL		79.08			
					ORG 001207 TOTAL		6,598.61			
001220			SANITATION DIV.							
001220	559000				OTHER OPERATING MATL/SPLY					
002471	CINTAS CORPORATION #	4279191429	0	2026 11	INV	P	72.36	083126	316620	SC 8200086058-MOP R
002471	CINTAS CORPORATION #	4279191449	0	2026 11	INV	P	34.20	083126	316620	SC 8200086058-MAT R
002471	CINTAS CORPORATION #	4279945879	0	2026 11	INV	P	34.20	083126	316621	SC 8200086058-MAT R
002471	CINTAS CORPORATION #	4279945946	0	2026 11	INV	P	72.36	083126	316619	SC 8200086058-MOP R
							213.12			
049884	SCHAEFER PLASTICS	REF PSO070026	2600425	2026 11	INV	P	47,017.62	083126	316743	GARBAGE CANS -ACCES
					ACCOUNT TOTAL		47,230.74			
001220	570000				MTR VEHICLE REP. PTS/SPL					
002739	EMPIRE TRUCK SALES	CE006252254:01	2604260	2026 11	INV	P	58.24	083126	316644	PARTS-SWITCH-UNIT 1
002739	EMPIRE TRUCK SALES	CE006252417:01	2604307	2026 11	INV	P	146.33	083126	316644	PARTS-THERMOSTAT-UN
002739	EMPIRE TRUCK SALES	CE006252418:01	2604306	2026 11	INV	P	47.73	083126	316644	PARTS-SWITCH-UNIT 1
							252.30			
004120	SANSOM EQUIPMENT CO	P10460	2604226	2026 11	INV	P	1,522.70	083126	316742	PARTS-VALVE,GRIPPER
					ACCOUNT TOTAL		1,775.00			
001220	575000				COMMUNICATION REPAIR PTS					
002535	COMSOUTH	212953	2602987	2026 11	INV	P	165.80	083126	316625	RADIO REPAIR-QUOTE
					ACCOUNT TOTAL		165.80			
001220	604900				OTHER PROFESSIONAL SERV.					
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	796.00	083126	316693	MML 2026-COH HOTEL
					ACCOUNT TOTAL		796.00			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001220	612000			FREIGHT						
002739	EMPIRE TRUCK SALES	CE006252254:01	2604260	2026 11	INV	P	22.00	083126	316644	PARTS-SWITCH-UNIT 1
002739	EMPIRE TRUCK SALES	CE006252417:01	2604307	2026 11	INV	P	21.75	083126	316644	PARTS-THERMOSTAT-UN
							43.75			
004120	SANSOM EQUIPMENT CO	P10460	2604226	2026 11	INV	P	50.00	083126	316742	PARTS-VALVE,GRIPPER
				ACCOUNT TOTAL			93.75			
001220	638400			MOTOR VEHICLE EQ. R&M						
002252	BIG IRON DIESEL REPA	BI0714	2604384	2026 11	INV	P	3,973.29	083126	316603	REPAIRS-UNIT 21704-
002252	BIG IRON DIESEL REPA	BI0715	2604377	2026 11	INV	P	906.19	083126	316603	REPAIRS-UNIT 21727-
002252	BIG IRON DIESEL REPA	BI0716	2604379	2026 11	INV	P	2,878.45	083126	316603	REPAIRS-UNIT 14406-
002252	BIG IRON DIESEL REPA	BI0717	2604380	2026 11	INV	P	2,763.57	083126	316603	REPAIRS-UNIT 19948-
							10,521.50			
002565	COURTESY MOTORS INC	396128	2604251	2026 11	INV	P	1,080.29	083126	316629	REPAIRS-UNIT 21727-
003380	LANCASTER'S MACHINE	26169	2604328	2026 11	INV	P	725.00	083126	316687	REPAIRS-UNIT 21388
				ACCOUNT TOTAL			12,326.79			
001220	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4269474888	0	2026 11	INV	P	213.19	083126	316619	SC 8200086058-UNIFO
002471	CINTAS CORPORATION #	4279192213	0	2026 11	INV	P	868.03	083126	316619	SC 8200086058-UNIFO
002471	CINTAS CORPORATION #	4279946804	0	2026 11	INV	P	340.31	083126	316619	SC 8200086058-UNIFO
							1,421.53			
				ACCOUNT TOTAL			1,421.53			
001220	688000			TIPPING FEES						
004591	WASTE MANAGEMENT OF	0014905-2526-6	0	2026 11	INV	P	2,078.67	083126	316781	MB# 2023-181RUBBISH
				ACCOUNT TOTAL			2,078.67			
				ORG 001220 TOTAL			65,888.28			
001250			HEALTH DIVISION							
001250	400001			TEMP AGENCY WAGES						
049605	EXPRESS EMPLOYMENT	34206199	0	2026 11	INV	P	2,510.56	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34249565	0	2026 11	INV	P	3,248.96	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34271190	0	2026 11	INV	P	4,965.74	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34295323	0	2026 11	INV	P	4,550.39	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34335984	0	2026 11	INV	P	6,424.08	083126	316651	TEMP EMPLOYEES
							21,699.73			
				ACCOUNT TOTAL			21,699.73			

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ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
001250	513000			CHEMICALS						
002483	CLARKE	005117649	2604184	2026 11	INV	P	3,268.50	083126	316622	MOSQUITO CHEMICALS
				ACCOUNT TOTAL			3,268.50			
001250	575500			AGRICLTRL REPAIR PTS/SPL						
003615	JOHN DEERE FINANCIAL	P29929	2604169	2026 11	INV	P	696.38	083126	316677	BLADES & BOLTS
003916	PINE BELT INDUSTRIAL	1243786797	2604158	2026 11	INV	P	264.48	083126	316726	BELTS & SEALED BEAR
				ACCOUNT TOTAL			960.86			
				ORG 001250 TOTAL			25,929.09			
001260			ANIMAL CONTROL							
001260	699900			SERVICES NOT SPECIFIED						
050467	ALL ANIMAL CLINIC	206897	0	2026 11	INV	P	40.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	207070	0	2026 11	INV	P	300.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	207077	0	2026 11	INV	P	700.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	207465	0	2026 11	INV	P	180.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	207653	0	2026 11	INV	P	240.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	209145	0	2026 11	INV	P	180.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	209329	0	2026 11	INV	P	235.49	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	209370	0	2026 11	INV	P	431.50	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	210175	0	2026 11	INV	P	256.30	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	210517	0	2026 11	INV	P	290.80	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	210880	0	2026 11	INV	P	60.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	211300	0	2026 11	INV	P	374.12	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	211686	0	2026 11	INV	P	398.68	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	212218	0	2026 11	INV	P	523.10	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	212394	0	2026 11	INV	P	120.84	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	212395	0	2026 11	INV	P	60.00	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	212743	0	2026 11	INV	P	686.31	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	212908	0	2026 11	INV	P	194.28	083126	316587	CANINE BOARDING
050467	ALL ANIMAL CLINIC	213089	0	2026 11	INV	P	205.27	083126	316587	CANINE BOARDING
							5,476.69			
				ACCOUNT TOTAL			5,476.69			
				ORG 001260 TOTAL			5,476.69			
001402			ECONOMIC DEV.							
001402	604900			OTHER PROFESSIONAL SERV.						
004197	SHOWS DEARMAN & WAIT	28070	0	2026 11	INV	P	7,200.00	083126	316747	MB 2024 TIPTON ST L
049929	ARTISAN PYROTECHNICS	2701	0	2026 11	INV	P	1,178.25	083126	316593	JUNETEENTH FIREWORK
				ACCOUNT TOTAL			8,378.25			
001402	740000			AUTOMOBILES						
002138	APPLIED CONCEPTS INC	482484	2603534	2026 11	INV	P	20,388.00	083126	316590	STALKER ANTENNA RAD

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004205	SIGNS FIRST	INV-97778	2603583	2026 11	INV	P	6,905.74	083126	316748	TWO QUOTE- 2026 POL
				ACCOUNT TOTAL			27,293.74			
			ORG 001402	TOTAL			35,671.99			
001553			CEMETERY DIV							
001553	400001			TEMP AGENCY WAGES						
049605	EXPRESS EMPLOYMENT	34206266	0	2026 11	INV	P	2,703.68	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34249679	0	2026 11	INV	P	3,180.80	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34271258	0	2026 11	INV	P	3,976.00	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34295414	0	2026 11	INV	P	3,280.20	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34337146	0	2026 11	INV	P	4,294.08	083126	316651	TEMP EMPLOYEES
049605	EXPRESS EMPLOYMENT	34337147	0	2026 11	CRM	P	-318.08	083126	316651	TEMP EMPLOYEES (CRE
							17,116.68			
				ACCOUNT TOTAL			17,116.68			
001553	501000			OTHER EXPENDABLE OFF.SPL						
002471	CINTAS CORPORATION #	5356117501	0	2026 11	INV	P	53.28	083126	316620	CINTAS FIRST AID CA
				ACCOUNT TOTAL			53.28			
001553	575500			AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	117628	2604265	2026 11	INV	P	64.71	083126	316588	MOWER REPAIR UNIT #
002083	ALLBRITTON CHAIN SAW	117736	2604376	2026 11	INV	P	155.72	083126	316588	WEEDEATER STRING SU
002083	ALLBRITTON CHAIN SAW	22799	2604344	2026 11	INV	P	100.27	083126	316588	WEEDEATER REPAIR UN
002083	ALLBRITTON CHAIN SAW	22869	2604347	2026 11	INV	P	141.23	083126	316588	MOWER REPAIR UNIT #
							461.93			
				ACCOUNT TOTAL			461.93			
001553	604900			OTHER PROFESSIONAL SERV.						
002083	ALLBRITTON CHAIN SAW	22799	2604344	2026 11	INV	P	47.50	083126	316588	WEEDEATER REPAIR UN
002083	ALLBRITTON CHAIN SAW	22864	2604348	2026 11	INV	P	253.00	083126	316588	MOWER REPAIR UNIT #
002083	ALLBRITTON CHAIN SAW	22869	2604347	2026 11	INV	P	143.00	083126	316588	MOWER REPAIR UNIT #
							443.50			
003191	INTERFACE SECURITY S	21148932	0	2026 11	INV	P	56.65	083126	316671	SECURITY MONITORING
				ACCOUNT TOTAL			500.15			
001553	638000			FIXED EQUIPMENT R&M						
002083	ALLBRITTON CHAIN SAW	22864	2604348	2026 11	INV	P	409.28	083126	316588	MOWER REPAIR UNIT #
				ACCOUNT TOTAL			409.28			
001553	638700			AGRICULTURAL EQ. R&M						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002083	ALLBRITTON CHAIN SAW	22486	2604313	2026 11	INV	P	219.43	083126	316588	POLE SAW REPAIR (UR
				ACCOUNT TOTAL			219.43			
001553	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4279195840	0	2026 11	INV	P	125.76	083126	316619	ST. CONTRACT#820008
002471	CINTAS CORPORATION #	4279949653	0	2026 11	INV	P	125.76	083126	316619	ST. CONTRACT#820008
							251.52			
				ACCOUNT TOTAL			251.52			
001553	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4279195600	0	2026 11	INV	P	34.48	083126	316620	ST. CONTRACT#820008
002471	CINTAS CORPORATION #	4279949468	0	2026 11	INV	P	34.48	083126	316620	ST. CONTRACT#820008
							68.96			
				ACCOUNT TOTAL			68.96			
				ORG 001553 TOTAL			19,081.23			
001560			PARKING OPER.							
001560	640200			PARKING GARAGE/LOT RENT						
003789	NORFOLK SOUTHERN COR	90254733	0	2026 11	INV	P	2,632.36	083126	316712	MNTLY LEASE OF MILE
				ACCOUNT TOTAL			2,632.36			
				ORG 001560 TOTAL			2,632.36			
	FUND 001 General Fund				TOTAL:		729,734.32			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002001			PKS/REC FUND REVENUES							
002001	316102		YOUTH SPORTS							
052498	WALKER, JANE	REFUND 91036	0	2026 11	INV	P	20.00	083126	316779	REFUND FEE FOR FOOT
052499	CREAGH, DORIAN	REFUND 90827	0	2026 11	INV	P	70.00	083126	316631	REFUND FEE FOR YOUT
			ACCOUNT TOTAL				90.00			
002001	341002		FACILITY RENTAL RSJ ART CENTER							
047556	DRINKWATER OLIVIA	REFUND 90321	0	2026 11	INV	P	175.00	083126	316638	REFUND DEPOSIT FOR
050306	THE HUB CITY PLAYERS	REFUND 90847	0	2026 11	INV	P	150.00	083126	316768	REFUND EQUIPMENT DE
			ACCOUNT TOTAL				325.00			
			ORG 002001 TOTAL				415.00			
002300			PKS/REC-RECREATION MAINT. DIV.							
002300	501000		OTHER EXPENDABLE OFF.SPL							
003810	OFFICE PRODUCTS PLUS	1131441-0	2604390	2026 11	INV	P	110.83	083126	316714	TATUM OFFICE SUPPLI
003810	OFFICE PRODUCTS PLUS	1131441-1	2604390	2026 11	INV	P	20.68	083126	316714	TATUM OFFICE SUPPLI
							131.51			
004495	ULINE	212180637	2604439	2026 11	INV	P	287.41	083126	316775	OFFICE SUPPLIES
			ACCOUNT TOTAL				418.92			
002300	502000		MINOR OFFICE EQUIP/FURN.							
004495	ULINE	211636176	2604250	2026 11	INV	P	1,022.54	083126	316775	OFFICE SUPPLIES
			ACCOUNT TOTAL				1,022.54			
002300	510000		CLEANING/JANITORIAL SPLY							
003810	OFFICE PRODUCTS PLUS	1120704-0	2602422	2026 11	INV	P	468.08	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1122716-1	2602743	2026 11	INV	P	364.24	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1130139-0	2604167	2026 11	INV	P	307.50	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1130631-0	2604252	2026 11	INV	P	335.60	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1130631-1	2604252	2026 11	INV	P	204.80	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1130969-0	2604304	2026 11	INV	P	317.75	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1130969-1	2604304	2026 11	INV	P	14.83	083126	316715	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1130979-0	2604305	2026 11	INV	P	102.50	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1130987-0	2604308	2026 11	INV	P	399.39	083126	316714	JANITORAL SUPPLIES
003810	OFFICE PRODUCTS PLUS	1131119-0	2604326	2026 11	INV	P	197.31	083126	316714	JANITORAL SUPPLIES
							2,712.00			
003971	PRIDE SOLUTIONS, LLC	2026-2807	2604548	2026 11	INV	P	700.00	083126	316731	JANITORAL SUPPLIES
048909	BRADY COMPANIES, LLC	12090991	2604068	2026 11	INV	P	71.15	083126	316609	JANITORAL SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			3,483.15			
002300	513000			CHEMICALS						
049595	SITEONE LANDSCAPE	170202854-001	2604369	2026 11	INV	P	3,869.95	083126	316749	CHEMICAL SUPPLIES
				ACCOUNT TOTAL			3,869.95			
002300	535500			WEARING APPAREL						
004495	ULINE	210332600	2603783	2026 11	INV	P	34.00	083126	316775	CREW SUPPLIES
				ACCOUNT TOTAL			34.00			
002300	541500			SAND,CLAY,GRVL,FILL DIRT						
002359	BURGE EXCAVATING & G	2421	2604219	2026 11	INV	P	750.00	083126	316613	MASONRY SAND
049595	SITEONE LANDSCAPE	169660741-001	2604247	2026 11	INV	P	2,431.78	083126	316749	LANDSCAPING SUPPLIE
				ACCOUNT TOTAL			3,181.78			
002300	544000			HORT./LANDSCAPING SPLY.						
002304	BRACKMAN MOWER WAREH	88355	2604514	2026 11	INV	P	919.46	083126	316608	LANDSCAPING SUPPLIE
003897	PHILLIPS BARK PROCES	4455	2604301	2026 11	INV	P	2,185.00	083126	316723	PLAYGROUND MULCH
048592	SUNBELT RENTALS, INC	188003324-0001	2604511	2026 11	INV	P	461.95	083126	316762	WATER TRAILER RENTA
				ACCOUNT TOTAL			3,566.41			
002300	546000			MINOR EQUIPMENT						
048827	CARQUEST	017617	2604337	2026 11	INV	P	15.96	083126	316618	SHOP SUPPLIES
				ACCOUNT TOTAL			15.96			
002300	559000			OTHER OPERATING MATL/SPLY						
002304	BRACKMAN MOWER WAREH	87898	2604338	2026 11	INV	P	132.00	083126	316608	SHOP SUPPLIES
				ACCOUNT TOTAL			132.00			
002300	560000			BUILDING MATERIALS & SPLY						
002714	ECONOMY SUPPLY CO	169398	2603889	2026 11	INV	P	126.70	083126	316641	BUILDING SUPPLIES F
003810	OFFICE PRODUCTS PLUS	1131109-0	2604325	2026 11	INV	P	372.60	083126	316714	PARK/BUILDING SUPPL
003810	OFFICE PRODUCTS PLUS	1131456-0	2604387	2026 11	INV	P	131.54	083126	316714	BUILDING/PARK SUPPL
							504.14			
				ACCOUNT TOTAL			630.84			
002300	560500			ELECTRICAL SUPPLIES						
002083	ALLBRITTON CHAIN SAW	22699	2604310	2026 11	INV	P	222.72	083126	316588	HEDGE TRIMMER REPAI
002083	ALLBRITTON CHAIN SAW	22830	2604312	2026 11	INV	P	175.39	083126	316588	TRIMMER REPAIR FS24

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							398.11			
002304	BRACKMAN MOWER WAREH	87898	2604338	2026 11	INV	P	264.56	083126	316608	SHOP SUPPLIES
002883	GARNER LUMLEY ELECTR	630238	2604385	2026 11	INV	P	49.44	083126	316658	TATUM PARK SOFTBALL
050295	CONSOLIDATED ELECTRI	2899-1048224	2604228	2026 11	INV	P	720.00	083126	316627	CAPACITORS FOR TATU
050295	CONSOLIDATED ELECTRI	2899-1048522	2604393	2026 11	INV	P	1,050.00	083126	316627	METAL HALLIDE LAMPS
							1,770.00			
					ACCOUNT TOTAL		2,482.11			
002300	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	321200	2603530	2026 11	INV	P	42.79	083126	316692	WATER BOTTLE STATIO
					ACCOUNT TOTAL		42.79			
002300	565000			PAINT AND PAINTING SPLY.						
003926	PIONEER MANUFACTURIN	309178	2604360	2026 11	INV	P	565.00	083126	316727	PAINT MACHINE SUPPL
003926	PIONEER MANUFACTURIN	309797	2604356	2026 11	INV	P	1,421.79	083126	316727	PAINT FOR BALLFIELD
003926	PIONEER MANUFACTURIN	311032	2604458	2026 11	INV	P	605.80	083126	316727	PAINT SUPPLIES
							2,592.59			
					ACCOUNT TOTAL		2,592.59			
002300	570000			MTR VEHICLE REP. PTS/SPL						
002304	BRACKMAN MOWER WAREH	88093	2604378	2026 11	INV	P	319.00	083126	316608	MOWER PARTS
002398	CAMPER CITY OF HATTI	40104033	2604372	2026 11	INV	P	600.00	083126	316616	TRUCK MAINT UNIT #2
004297	SOUTHERN TIRE MART (	2520221228	2604512	2026 11	INV	P	125.00	083126	316755	TRUCK MAINT UNIT #2
004297	SOUTHERN TIRE MART (	2520221319	2604513	2026 11	INV	P	40.34	083126	316755	TRUCK MAINT UNIT #2
							165.34			
004514	UNIVERSITY TIRE & SE	INV274237	2604173	2026 11	INV	P	489.90	083126	316778	TRUCK MAINT UNIT #1
048827	CARQUEST	017447	2604264	2026 11	INV	P	37.49	083126	316618	SHOP SUPPLIES
048827	CARQUEST	017472	2604284	2026 11	INV	P	15.99	083126	316618	TRUCK MAINT UNIT #2
048827	CARQUEST	017503	2604261	2026 11	INV	P	279.88	083126	316618	TRUCK MAINT UNIT #1
048827	CARQUEST	017507	2604299	2026 11	INV	P	76.48	083126	316618	SHOP SUPPLIES
048827	CARQUEST	017514	2604294	2026 11	INV	P	3.87	083126	316618	TRUCK MAINT UNIT #2
048827	CARQUEST	017640	2604357	2026 11	INV	P	162.00	083126	316618	TRUCK MAINT UNIT #2
048827	CARQUEST	017801	2604431	2026 11	INV	P	23.39	083126	316618	TRUCK MAINT UNIT #2
048827	CARQUEST	018016	2604550	2026 11	INV	P	58.79	083126	316618	TRUCK MAINT UNIT #2
							657.89			
					ACCOUNT TOTAL		2,232.13			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
002300	575500			AGRICLTRL REPAIR PTS/SPL						
002083	ALLBRITTON CHAIN SAW	22904	2604417	2026 11	INV	P	80.49	083126	316588	TRIMMER REPAIR FS25
002083	ALLBRITTON CHAIN SAW	22919	2604508	2026 11	INV	P	47.50	083126	316588	TRIMMER REPAIR FS25
							127.99			
002304	BRACKMAN MOWER WAREH	88205	2604476	2026 11	INV	P	29.00	083126	316608	TRIMMER REPAIR
				ACCOUNT TOTAL			156.99			
002300	604900			OTHER PROFESSIONAL SERV.						
052044	WILLIAMS KELVIN	116	0	2026 11	INV	P	3,500.00	083126	316783	PRESSURE WASH CHAIN
				ACCOUNT TOTAL			3,500.00			
002300	612000			FREIGHT						
004281	SOUTHERN ON SITE STO	114396	2602482	2026 11	INV	P	35.00	083126	316753	PORTABLES FOR GORDO
004495	ULINE	210332600	2603783	2026 11	INV	P	16.69	083126	316775	CREW SUPPLIES
				ACCOUNT TOTAL			51.69			
002300	635000			BUILDING R&M						
002672	DOLEAC ELECTRIC CO I	62909-1002	2602632	2026 11	INV	P	19,293.19	083126	316637	TATUM PARK FIELD 5
004281	SOUTHERN ON SITE STO	I17439	2604486	2026 11	INV	P	530.00	083126	316753	PORTABLES FOR MIDTO
				ACCOUNT TOTAL			19,823.19			
002300	635700			PLUMBING EQUIPMENT R&M						
003302	KEELING COMPANY (HAT	S4910010.001	2604366	2026 11	INV	P	1,970.88	083126	316680	PLUMBING SUPPLIES F
003302	KEELING COMPANY (HAT	S4913665.001	2604414	2026 11	INV	P	479.09	083126	316680	PLUMBING SUPPLIES
							2,449.97			
				ACCOUNT TOTAL			2,449.97			
002300	636000			STREETS & STRUCTURES R&M						
052044	WILLIAMS KELVIN	117	0	2026 11	INV	P	3,900.00	083126	316783	PRESSURE WASH CHAIN
				ACCOUNT TOTAL			3,900.00			
002300	638700			AGRICULTURAL EQ. R&M						
002083	ALLBRITTON CHAIN SAW	22919	2604508	2026 11	INV	P	88.22	083126	316588	TRIMMER REPAIR FS25
				ACCOUNT TOTAL			88.22			
002300	639600			SIGN PAINTING						
003926	PIONEER MANUFACTURIN	311032	2604458	2026 11	INV	P	67.41	083126	316727	PAINT SUPPLIES
003926	PIONEER MANUFACTURIN	311179	2604487	2026 11	INV	P	32.21	083126	316727	PAINT SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
							99.62			
				ACCOUNT TOTAL			99.62			
002300	644900			OTHER RENT						
004281	SOUTHERN ON SITE STO	114396	2602482	2026 11	INV	P	175.00	083126	316753	PORTABLES FOR GORDO
004281	SOUTHERN ON SITE STO	114423	2602587	2026 11	INV	P	125.00	083126	316753	PORTABLE FOR CHAIN
							300.00			
048592	SUNBELT RENTALS, INC	187449051-0001	2604191	2026 11	INV	P	461.95	083126	316762	WATER TRAILER RENTA
048592	SUNBELT RENTALS, INC	188055466-0001	2604330	2026 11	INV	P	224.54	083126	316762	POWER BROOM RENTAL
							686.49			
				ACCOUNT TOTAL			986.49			
002300	699900			SERVICES NOT SPECIFIED						
052044	WILLIAMS KELVIN	118	0	2026 11	INV	P	1,850.00	083126	316783	PRESSURE WASH MIDTO
				ACCOUNT TOTAL			1,850.00			
				ORG 002300 TOTAL			56,611.34			
002315			PKS/REC-REC.ADMIN/COM.REL.							
002315	501000			OTHER EXPENDABLE OFF.SPL						
051381	DE LAGE LANDEN	598356900	0	2026 11	INV	P	123.05	083126	316633	DEX IMAGING LEASE A
				ACCOUNT TOTAL			123.05			
002315	535500			WEARING APPAREL						
003937	PLAY IT AGAIN SPORTS	003023	2604248	2026 11	INV	P	34.00	083126	316728	UNIFORM SHIRT FOR R
				ACCOUNT TOTAL			34.00			
002315	551000			RECREATIONAL SUPPLIES						
004205	SIGNS FIRST	98109	2603960	2026 11	INV	P	202.88	083126	316748	YOUTH FOOTBALL DECA
				ACCOUNT TOTAL			202.88			
002315	603400			OFFICIALS						
002540	CONNER, TOBARRA	TCONNER806	0	2026 11	INV	P	50.00	083126	316626	ADULT FALL SOFTBALL
003313	KETTLEY, ANNETTE	AKETTLEY806	0	2026 11	INV	P	110.00	083126	316681	ADULT FALL SOFTBALL
003958	POWELL, RANDY	RPOWELL806	0	2026 11	INV	P	210.00	083126	316729	ADULT FALL SOFTBALL
004416	TERRELL, WINSTON	WTERRELL806	0	2026 11	INV	P	240.00	083126	316766	ADULT FALL SOFTBALL
004432	THOMPSON, JESSE	JTHOMPSON806	0	2026 11	INV	P	180.00	083126	316769	ADULT FALL SOFTBALL

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
004460	TROTTER, COREY	CTROTTER806	0	2026 11	INV	P	270.00	083126	316772	ADULT FALL SOFTBALL
048772	LEE ANTHONY	ALEE806	0	2026 11	INV	P	240.00	083126	316689	ADULT FALL SOFTBALL
049349	JESSICA R POWELL	JPOWELL806	0	2026 11	INV	P	30.00	083126	316676	ADULT FALL SOFTBALL
051376	GIBBS VICTOR L JR.	VGIBBS806	0	2026 11	INV	P	90.00	083126	316660	ADULT FALL SOFTBALL
051376	GIBBS VICTOR L JR.	VGIBBS812	0	2026 11	INV	P	30.00	083126	316660	ADULT SOFTBALL 8/12
							120.00			
				ACCOUNT TOTAL			1,450.00			
002315	630000			GAS						
004321	SPIRE	G2026-08.11.26	0	2026 11	INV	P	40.74	083126	316758	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			40.74			
002315	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-08.12.26	0	2026 11	INV	P	503.68	083126	316699	MISSISSIPPI POWER-6
003700	MS POWER COMPANY	E2026-08.14.26	0	2026 11	INV	P	828.06	083126	316700	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-08.19.2026B	0	2026 11	INV	P	65.52	083126	316703	MISSISSIPPI POWER E
003700	MS POWER COMPANY	E2026-08.19.2026C	0	2026 11	INV	P	107.94	083126	316704	MISSISSIPPI POWER-6
							1,505.20			
				ACCOUNT TOTAL			1,505.20			
002315	638800			RECREATIONAL EQ. R&M						
002175	B & H PHOTO-VIDEO	247065854	2604268	2026 11	INV	P	4,282.29	083126	316601	MOVIE PROJECTOR FOR
				ACCOUNT TOTAL			4,282.29			
				ORG 002315 TOTAL			7,638.16			
	FUND 002 PARKS & RECREATION FUND				TOTAL:		64,664.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
005160			H.M.F.P.FUND-FIRE DIVISION							
005160	570000		MTR VEHICLE REP. PTS/SPL							
002738	EMPIRE TRUCK SALES	CE006249556:01	2603302	2026 11	INV	P	152.56	083126	316643	HFD ENGINE 2 UNIT #
			ACCOUNT TOTAL				152.56			
005160	638400		MOTOR VEHICLE EQ. R&M							
002194	BARDING GENERATOR &	188735	0	2026 11	INV	P	514.50	083126	316602	HFD RESERVE LADDER
002367	BURROUGHS DIESEL INC	2100089	2604135	2026 11	INV	P	2,402.01	083126	316614	HFD RESERVE RESCUE
002700	EAGLE TIRE AND SERVI	INV100640	2604452	2026 11	INV	P	125.00	083126	316640	HFD EXPLORER UNIT #
004205	SIGNS FIRST	INV-96831	2504510	2026 11	INV	P	678.29	083126	316748	HFD LADDER 8 UNIT #
049645	DELTA FIRE & SAFETY	INVLA26-1486	2604067	2026 11	INV	P	3,182.95	083126	316635	HFD ENGINE 7 UNIT #
049645	DELTA FIRE & SAFETY	INVLA26-1496	2604386	2026 11	INV	P	370.00	083126	316635	HFD ENGINE 1 UNIT #
							3,552.95			
			ACCOUNT TOTAL				7,272.75			
005160	731500		FIRE FIGHTING							
002733	EMERGENCY EQUIPMENT	433108	2604036	2026 11	INV	P	1,121.53	083126	316642	HFD FIREFIGHTING GE
			ACCOUNT TOTAL				1,121.53			
			ORG 005160 TOTAL				8,546.84			
	FUND 005	HATT.MUNICIPAL FIRE PROTECTION		TOTAL:			8,546.84			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009660			W&S O&M-CUSTOMER ACCT. DIV.							
009660	601000			AUDITING AND ACCOUNTING						
004442	TMH	253564	0	2026 11	INV	P	24,000.00	083126	316770	FINAL BILLING BILL
				ACCOUNT TOTAL			24,000.00			
009660	604900			OTHER PROFESSIONAL SERV.						
003389	LARRY'S WRECKER SERV	15618	0	2026 11	INV	P	70.00	083126	316688	TOW FOR UNIT 22436
004003	RAWLS SPRINGS UTILIT	07202026	0	2026 11	INV	P	925.00	083126	316734	SEWER READS FOR WAT
004003	RAWLS SPRINGS UTILIT	08202026	0	2026 11	INV	P	925.00	083126	316734	SEWER READS FOR WAT
							1,850.00			
				ACCOUNT TOTAL			1,920.00			
009660	607000			POSTAGE						
047562	ENCO UTILITY	135-1764	0	2026 11	INV	P	3,756.01	083126	316645	MB 2020-835 RT 1 BI
047562	ENCO UTILITY	135-2041	0	2026 11	INV	P	1,904.50	083126	316645	MB 2020-835 RT 2 BI
							5,660.51			
				ACCOUNT TOTAL			5,660.51			
009660	620000			PRINTING						
047562	ENCO UTILITY	135-1764	0	2026 11	INV	P	1,104.31	083126	316645	MB 2020-835 RT 1 BI
047562	ENCO UTILITY	135-2041	0	2026 11	INV	P	572.64	083126	316645	MB 2020-835 RT 2 BI
							1,676.95			
				ACCOUNT TOTAL			1,676.95			
009660	630000			GAS						
004321	SPIRE	G2026-11 AUG	0	2026 11	INV	P	20.00	083126	316758	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			20.00			
009660	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4278472653	0	2026 11	INV	P	117.56	083126	316619	SC 8200086058 UNIFO
002471	CINTAS CORPORATION #	4279194030	0	2026 11	INV	P	52.81	083126	316620	Sc 8200086058 UNIFO
002471	CINTAS CORPORATION #	4279948000	0	2026 11	INV	P	35.21	083126	316620	SC 8200086058 UNIFO
							205.58			
				ACCOUNT TOTAL			205.58			
				ORG 009660	TOTAL		33,483.04			
009672			W&S O&M-WATER TRANSMISSION DIV							
009672	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	322546	2604222	2026 11	INV	P	51.60	083126	316692	MINOR EQUIPMENT FOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003543	MCELHANEY PLUMBING I	322582	2604216	2026 11	INV	P	517.65	083126	316692	REPLACE WATER HEATE
							569.25			
				ACCOUNT TOTAL			569.25			
009672	604900			OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE	2608128	0	2026 11	INV	P	270.00	083126	316606	ROUTINE COLIFORM, R
002471	CINTAS CORPORATION #	4279948407	0	2026 11	INV	P	240.83	083126	316619	SC#8200086058: UNIF
003614	MISSION COMMUNICATIO	2027315	0	2026 11	INV	P	2,046.60	083126	316695	ANNUAL SERVICE, VAR
003861	PATTERSON AUTO ELECT	83411	2604459	2026 11	INV	P	1,050.00	083126	316718	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			3,607.43			
009672	636000			STREETS & STRUCTURES R&M						
003649	C J MORGAN INC	2026026	0	2026 11	INV	P	32,078.69	083126	316615	MB2024-551: WATER R
003649	C J MORGAN INC	2026027	0	2026 11	INV	P	41,429.20	083126	316615	MB2024-551: WATER R
003649	C J MORGAN INC	2026028	0	2026 11	INV	P	27,257.87	083126	316615	MB2024-551: WATER R
							100,765.76			
				ACCOUNT TOTAL			100,765.76			
009672	638600			CONSTRUCTION EQUIP R&M						
003843	PARISH TRACTOR (HATT	W16826	2604144	2026 11	INV	P	643.14	083126	316717	REPAIRS TO ASSET #
				ACCOUNT TOTAL			643.14			
				ORG 009672 TOTAL			105,585.58			
009673			W&S O&M-WATER PLANT DIVISION							
009673	570000			MTR VEHICLE REP. PTS/SPL						
003861	PATTERSON AUTO ELECT	83411	2604459	2026 11	INV	P	254.26	083126	316718	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL			254.26			
009673	611000			TRAVEL EXPENSE						
003704	MS RURAL WATER ASSN	OT-11452	0	2026 11	INV	P	200.00	083126	316706	MSRWA FALL TRAINING
048033	MGM RESORTS INTERNAT	605180	0	2026 11	INV	P	796.00	083126	316693	MML 2026-COH HOTEL
051504	LADD DANIEL	OT11452	0	2026 11	INV	P	888.12	083126	316686	OT11452: TRAVEL EXP
				ACCOUNT TOTAL			1,884.12			
009673	630000			GAS						
004321	SPIRE	G2026-08.11.26	0	2026 11	INV	P	20.00	083126	316758	SPIRE-VARIOUS DEPAR
				ACCOUNT TOTAL			20.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
009673	630500				ELECTRICITY					
003873	PEARL RIVER VALLEY E	2026-08.06.26	0	2026 11	INV	P	82.08	083126	316720	PEARL RIVER VALLEY
				ACCOUNT TOTAL			82.08			
009673	635000				BUILDING R&M					
003614	MISSION COMMUNICATIO	2027514	0	2026 11	INV	P	19,367.00	083126	316695	ANNUAL SERVICE, VAR
				ACCOUNT TOTAL			19,367.00			
				ORG 009673 TOTAL			21,607.46			
009676			W&S O&M-SEWER DIVISION							
009676	541500				SAND,CLAY,GRVL,FILL DIRT					
004586	WARREN PAVING INC	130358	2604215	2026 11	INV	P	564.97	083126	316780	MB2023-201: CRUSHED
004586	WARREN PAVING INC	131090	2604215	2026 11	INV	P	489.00	083126	316780	MB2023-201: CRUSHED
							1,053.97			
				ACCOUNT TOTAL			1,053.97			
009676	570000				MTR VEHICLE REP. PTS/SPL					
002646	DELK'S TIRE SALES AN	57392	2604389	2026 11	INV	P	623.56	083126	316634	TIRES FOS ASSET # 2
003843	PARISH TRACTOR (HATT	W16896	2604217	2026 11	INV	P	179.50	083126	316717	BATTERY FOR ASSET #
048827	CARQUEST	017653	2604363	2026 11	INV	P	208.34	083126	316618	REPAIR PARTS FOR UN
048827	CARQUEST	017654	2604359	2026 11	INV	P	198.46	083126	316618	REPAIR PARTS FOR UN
048827	CARQUEST	017660	2604365	2026 11	INV	P	176.68	083126	316618	REPAIR PARTS FOR UN
							583.48			
				ACCOUNT TOTAL			1,386.54			
009676	604900				OTHER PROFESSIONAL SERV.					
002083	ALLBRITTON CHAIN SAW	22800	2604364	2026 11	INV	P	55.71	083126	316588	MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	22802	2604364	2026 11	INV	P	240.41	083126	316588	MOWER REPAIRS FOR S
002083	ALLBRITTON CHAIN SAW	22827	2604364	2026 11	INV	P	235.16	083126	316588	MOWER REPAIRS FOR S
							531.28			
002288	BONNER ANALYTICAL TE	2608160	0	2026 11	INV	P	300.00	083126	316606	ROUTINE COLIFORM, A
002288	BONNER ANALYTICAL TE	2608192	0	2026 11	INV	P	300.00	083126	316606	ROUTINE COLIFORM, A
002288	BONNER ANALYTICAL TE	2608214	0	2026 11	INV	P	300.00	083126	316606	ROUTINE COLIFORM, A
							900.00			
002471	CINTAS CORPORATION #	4278473283	0	2026 11	INV	P	1,680.38	083126	316619	SC#8200086058: UNIF
002471	CINTAS CORPORATION #	4279194607	0	2026 11	INV	P	284.16	083126	316619	SC#8200086058: UNIF
							1,964.54			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
003843	PARISH TRACTOR (HATT	W16896	2604217	2026 11	INV	P	150.00	083126	316717	BATTERY FOR ASSET #
				ACCOUNT TOTAL			3,545.82			
009676	630500			ELECTRICITY						
003700	MS POWER COMPANY	E2026-08.19.2026B	0	2026 11	INV	P	57.50	083126	316703	MISSISSIPPI POWER E
004282	SOUTHERN PINE ELECTR	e2026-08.18.26	0	2026 11	INV	P	680.36	083126	316754	SOUTHERN PINE ELECT
				ACCOUNT TOTAL			737.86			
009676	636000			STREETS & STRUCTURES R&M						
004058	RJM MCQUEEN CONTRACT	3174	0	2026 11	INV	P	33,682.25	083126	316739	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3187	0	2026 11	INV	P	10,000.00	083126	316739	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3247	0	2026 11	INV	P	11,701.75	083126	316739	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3263	0	2026 11	INV	P	5,686.00	083126	316739	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3264	0	2026 11	INV	P	6,722.50	083126	316739	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3307	0	2026 11	INV	P	15,579.40	083126	316739	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3313	0	2026 11	INV	P	4,247.50	083126	316739	MB2024-551: SEWER R
004058	RJM MCQUEEN CONTRACT	3314	0	2026 11	INV	P	5,614.50	083126	316739	MB2024-551: SEWER R
							93,233.90			
				ACCOUNT TOTAL			93,233.90			
009676	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	51710	0	2026 11	INV	P	350.00	083126	316678	TOW IN UNIT # 13176
				ACCOUNT TOTAL			350.00			
				ORG 009676 TOTAL			100,308.09			
009677				W&S O&M-SEWER LAGOON DIV.						
009677	630500			ELECTRICITY						
003873	PEARL RIVER VALLEY E	2026-08.06.26	0	2026 11	INV	P	441.38	083126	316720	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2026-08.20.26	0	2026 11	INV	P	41.33	083126	316720	PEARL RIVER VALLEY-
							482.71			
				ACCOUNT TOTAL			482.71			
009677	638000			FIXED EQUIPMENT R&M						
003348	L & A CONTRACTING CO	483-330	0	2026 11	INV	P	48,158.00	083126	316685	MB2024-1088: LAGOON
003348	L & A CONTRACTING CO	483-331	0	2026 11	INV	P	46,886.69	083126	316685	MB2024-1088: LAGOON
							95,044.69			
				ACCOUNT TOTAL			95,044.69			
				ORG 009677 TOTAL			95,527.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
FUND 009 WATER & SEWER OPERATION/MAINT.				TOTAL:		356,511.57		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
011001		WATER & SEWER REVENUES							
011001 360011			NON-RESIDENTIAL WATER						
052500 UNIVERSITY BAPTIST C	83881	0	2026 11	INV	P	159.45	083126	316777	UB 6254 3200 ARLING
			ACCOUNT TOTAL			159.45			
011001 363001			NON-RESIDENTIAL SEWER						
052500 UNIVERSITY BAPTIST C	83881	0	2026 11	INV	P	159.45	083126	316777	UB 6254 3200 ARLING
			ACCOUNT TOTAL			159.45			
			ORG 011001 TOTAL			318.90			
FUND 011 WATER & SEWER FUND			TOTAL:			318.90			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
019100			POL.FORFEITURES-POLICE DIV.							
019100	559000		OTHER OPERATING MATL/SPLY							
052405	EVIDENT (EJ2 LLC)	259149B	2602913	2026 11	INV	P	464.41	083126	316650	SUPPLIES FOR STOCK/
				ACCOUNT TOTAL			464.41			
				ORG 019100 TOTAL			464.41			
		FUND 019 POLICE FORFEITURES FUND		TOTAL:			464.41			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
072201		MUN.ROAD&BRIDGE-STREET DIV							
072201	725100	AVENUES PROJECT MDFA							
004058 RJM MCQUEEN CONTRACT 3393		2603681	2026 11	INV	P	91,072.00	083126	316739	SIDEWALK ON MAMIE S
			ACCOUNT TOTAL			91,072.00			
			ORG 072201 TOTAL			91,072.00			
FUND 072 MUNICIPAL ROAD & BRIDGE			TOTAL:			91,072.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
073570			MASS TRANSIT-TRANSPORTATION							
073570	535500		WEARING APPAREL							
003216	J M H GRAPHICS	50715	2603860	2026 11	INV	P	630.00	083126	316674	POLO SHIRTS FOR OFF
			ACCOUNT TOTAL				630.00			
073570	599000		OTHER REPAIR/MAINT. SPL.							
004256	SOLAR SUPPLY INC	3402834	2603559	2026 11	INV	P	60.05	083126	316751	AIR CONDITIONER REP
			ACCOUNT TOTAL				60.05			
073570	636500		OFFICE EQUIPMENT R&M							
002406	CANON FINANCIAL SERV	43724533	0	2026 11	INV	P	152.94	083126	316617	COPIER MONTHLY LEAS
			ACCOUNT TOTAL				152.94			
073570	638501		BUS EQUIP R&M-FIXED ROUTE							
004514	UNIVERSITY TIRE & SE	274008	2604502	2026 11	INV	P	1,800.00	083126	316778	TIRES FOR 2024 BUSE
004514	UNIVERSITY TIRE & SE	274010	2604501	2026 11	INV	P	4,012.80	083126	316778	TIRES FOR 2016-2018
							5,812.80			
052466	E & R DIESEL SERVICE	6160	2604071	2026 11	INV	P	1,448.04	083126	316639	A/C REPAIR TO UNIT
052466	E & R DIESEL SERVICE	6162	2604181	2026 11	INV	P	505.04	083126	316639	REPAIR TO AC UNIT 2
							1,953.08			
			ACCOUNT TOTAL				7,765.88			
073570	643000		UNIFORM RENT							
002471	CINTAS CORPORATION #	4258165985	0	2026 11	INV	P	225.03	083126	316619	CINTAS MASS TRANSIT
002471	CINTAS CORPORATION #	4265693942	0	2026 11	INV	P	258.37	083126	316619	CINTAS MASS TRANSIT
002471	CINTAS CORPORATION #	4279948409	0	2026 11	INV	P	204.73	083126	316619	UNIFORM RENTALS STA
							688.13			
			ACCOUNT TOTAL				688.13			
			ORG 073570 TOTAL				9,297.00			
FUND 073 MASS TRANSIT FUND				TOTAL:			9,297.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
075695			W&S CONSTR.-CAPITAL PROJECTS							
075695	601500		ENGINEERING							
004197	SHOWS DEARMAN & WAIT	28062	0	2026 11	INV	P	8,200.00	083126	316747	MB 2018-288-289 INF
004197	SHOWS DEARMAN & WAIT	28063	0	2026 11	INV	P	10,145.00	083126	316747	MB 2021-399 W 7TH S
004197	SHOWS DEARMAN & WAIT	28064	0	2026 11	INV	P	20,807.50	083126	316747	MB 2022-286 UNIFIED
004197	SHOWS DEARMAN & WAIT	28065	0	2026 11	INV	P	5,025.00	083126	316747	MB 2021-338 HATTIES
004197	SHOWS DEARMAN & WAIT	28066	0	2026 11	INV	P	5,190.00	083126	316747	MB 2022-44 LINCOLD
004197	SHOWS DEARMAN & WAIT	28067	0	2026 11	INV	P	18,595.00	083126	316747	MB 2023-470 MAIN ST
004197	SHOWS DEARMAN & WAIT	28068	0	2026 11	INV	P	17,232.50	083126	316747	MB 2022-45 W 7TH ST
004197	SHOWS DEARMAN & WAIT	28069	0	2026 11	INV	P	1,870.00	083126	316747	MB 2022-44 MS HALL-
004197	SHOWS DEARMAN & WAIT	28072	0	2026 11	INV	P	557.50	083126	316747	MB 2012-1/34 GENERA
							87,622.50			
				ACCOUNT TOTAL			87,622.50			
075695	722099		PROGRAMMED SEWER PROJ.							
051672	SUNCOAST INFRASTRUCT	PAY EST NO 9	0	2026 11	INV	P	119,282.00	083126	316763	MB 2023-297 FOUNTAI
052255	TOM DODD NURSERIES	0046604-IN	2602279	2026 11	INV	P	1,908.00	083126	316771	SANGRIA DRIVE - REP
				ACCOUNT TOTAL			121,190.00			
				ORG 075695 TOTAL			208,812.50			
		FUND 075 WATER&SEWER CONSTRUCTION FUND			TOTAL:		208,812.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
077650			COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY						
051982	HUB CITY INDUSTRIES	005209	2604415	2026 11	INV	P	241.89	083126	316668	JANITORIAL SUPPLIES
				ACCOUNT TOTAL			241.89			
077650	546000			MINOR EQUIPMENT						
002714	ECONOMY SUPPLY CO	169689	2604456	2026 11	INV	P	22.76	083126	316641	HOOKS FOR PICTURES
002957	GROVER BROS RESTAURA	2502389	2604196	2026 11	INV	P	398.00	083126	316663	EQUIPMENT FOR CULTU
				ACCOUNT TOTAL			420.76			
077650	561000			PLUMBING SUPPLIES						
003543	MCELHANEY PLUMBING I	322495	2604153	2026 11	INV	P	33.85	083126	316692	REPAIR TO BOILER AT
049584	BILLS PLUMBING	49680	2604283	2026 11	INV	P	480.00	083126	316605	MATERIAL TO REPAIR
				ACCOUNT TOTAL			513.85			
077650	604900			OTHER PROFESSIONAL SERV.						
047194	TYCO INTEGRATED SECU	42604501	0	2026 11	INV	P	828.72	083126	316773	RECURRING SRV CULTU
				ACCOUNT TOTAL			828.72			
077650	630000			GAS						
004321	SPIRE	G2026-11 AUG	0	2026 11	INV	P	86.27	083126	316758	SPIRE-(WILMUNT GAS)
				ACCOUNT TOTAL			86.27			
077650	715010			REC CENTER OLD YMCA						
052473	GEORGE PORTER JR	1235	2604395	2026 11	INV	P	4,850.00	083126	316659	STRIP AND WAX FLOOR
				ACCOUNT TOTAL			4,850.00			
077650	715014			CULTURAL CENTER						
051151	ENVIRONMENTAL SERVIC	08/12/26	2604007	2026 11	INV	P	3,450.00	083126	316647	MOLD REMEDIATION CU
				ACCOUNT TOTAL			3,450.00			
077650	715019			JDS COM CTR(CEILING/FLOOR						
003225	JACKSON, ROOSEVELT I	882851	2604448	2026 11	INV	P	4,450.00	083126	316675	REPAIRS TO JACKIE D
				ACCOUNT TOTAL			4,450.00			
				ORG 077650 TOTAL			14,841.49			
		FUND 077 COMMUNITY CENTERS' FUND				TOTAL:	14,841.49			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
082285			CDBG-ENTITLEMENTS						
082285 641000			OFFICE EQUIPMENT RENT						
004057 RJ YOUNG COMPANY	INV8175766	0	2026 11	INV	P	234.03	083126	316738	MB2025-331 CDD COPI
			ACCOUNT TOTAL			234.03			
			ORG 082285 TOTAL			234.03			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT			TOTAL:			234.03			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
086300			SPEC SALES TAX/RECREATION MAIN						
086300 7295PR			CAPITAL PROJECTS						
052301 PELICAN PLAYGROUNDS	INV-1961	2602544	2026 11	INV	P	74,996.82	083126	316721	PLAYGROUND EQUIP-TW
			ACCOUNT TOTAL			74,996.82			
			ORG 086300 TOTAL			74,996.82			
FUND 086 SPEC SALES TAX-P&R/UNIV IMPROV			TOTAL:			74,996.82			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
087601		INDUSTRIAL PK-G.O.ACQUISITIONS							
087601 600500			ADMINISTRATIVE FEE						
002143 AREA DEVELOPMENT PAR 1769		0	2026 11	INV	P	875.00	083126	316591	QUARTERLY ADMIN FEE
			ACCOUNT TOTAL			875.00			
087601 602500			LEGAL						
004171 SHEMPER, MICHAEL J P 253		0	2026 11	INV	P	450.00	083126	316745	LEGAL SERVICES REND
004677 WISE CARTER CHILD &	283843	0	2026 11	INV	P	990.00	083126	316785	LEGAL SERVICES REND
			ACCOUNT TOTAL			1,440.00			
			ORG 087601 TOTAL			2,315.00			
FUND 087 INDUSTRIAL PARK DEVELOPMENT				TOTAL:		2,315.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2026/11 TO 2026/11

ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION
097201						INFRA IMPROVE-INTRNT SALES TAX			
097201	723099					OTHER STREET IMPR.			
004058 RJM MCQUEEN CONTRACT	MCLEOD ST BRIDGE #1	0	2026 11	INV	P	162,115.50	083126	316739	MB 2024-197 EMERGEN
						ACCOUNT TOTAL 162,115.50			
						ORG 097201 TOTAL 162,115.50			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:						162,115.50			

** END OF REPORT - Generated by Sherry Jackson **

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FR
001	General Fund		729,734.32
002	PARKS & RECREATION FUND		64,664.50
005	HATT.MUNICIPAL FIRE PROTECTION		8,546.84
009	WATER & SEWER OPERATION/MAINT.		356,511.57
011	WATER & SEWER FUND		318.90
019	POLICE FORFEITURES FUND		464.41
072	MUNICIPAL ROAD & BRIDGE		91,072.00
073	MASS TRANSIT FUND		9,297.00
075	WATER&SEWER CONSTRUCTION FUND		208,812.50
077	COMMUNITY CENTERS' FUND		14,841.49
082	COMMUNITY DEVELOP. BLOCK GRANT		234.03
086	SPEC SALES TAX-P&R/UNIV IMPROV		74,996.82
087	INDUSTRIAL PARK DEVELOPMENT		2,315.00
097	INFRA IMPROVE-INTRNT SALES TAX		162,115.50
801	CLAIMS FUND	1,723,924.88	
	TOTAL	1,723,924.88	1,723,924.88

** END OF REPORT - Generated by Sherry Jackson **