

AGENDA
BRANDON BOARD OF ALDERMEN & MAYOR
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
JUNE 17, 2024

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS AND RECOGNITIONS
 1. Pastor Kyle Reno- Crossgates Baptist Church
4. OLD BUSINESS
 1. Approve the Work Session and Regular Board Meeting Minutes of June 3, 2024.
5. BUTCH LEE, MAYOR
 1. Discussion and consideration of a request for funding from Brandon Mainstreet Association, presented by Meredith McCullough, to assist with initial programming and hiring of an Executive Director to promote desirable activities to promote and expand the economic position of the City of Brandon.
 2. Consideration to approve the lowest and best bid received from D.A.T.S. in the amount of \$42,400.00 for the ROW Tree Removal in the Luckney Road area, and authorize the Mayor to execute the same.
 3. Consideration of request to hire Pelahatchie Pyro's Fireworks to provide a 12-15 minutes fireworks display on July 3, 2024 at the Brandon Amphitheater at a cost of \$8,000.00. The accounting department has the authority to make any and all necessary budget amendments for this transaction.
 4. Approval of Agreement to Purchase and Sell Real Estate between Entergy Mississippi, LLC and the City of Brandon, Mississippi, comprised of 5.24 acres in the NW ¼ of the NE ¼ and the NE ¼ of the NW ¼ of Section 17, T5N, R3E (Hwy. 80 property adjacent to the Police Department).
 5. Consider scheduling an item for the July 1, 2024 Board Meeting, an in-service management Training Session (proposed changes to the FLSA regarding hourly and salaried employees), presented by Todd Butler with the Phelps Dunbar law firm.
6. MARY ANN HESS, CITY CLERK
 1. Consideration to approve professional services agreements for the purposes of promoting tourism in accordance with HB1521 (2023 MS Legislative Session) and other lawful and related purposes; authorize the Mayor to execute the same; and approve payment of all show related expenditures:
 - Zandi Holup for an Amphitheater performance on Thursday, June 27, 2024.
 - Night Ranger for a City Hall Live performance on Sunday, August 18, 2024.

- Frank Foster for a City Hall Live performance on Friday, October 18, 2024.
 - Emporium and Brandon Sell-Off Agreement for Parker McCollum on July 18, 2024.
2. Consideration to approve the lowest and best quote received from Barry Landscape, Inc. in the amount of \$41,400.00 for the Library Planting Design renovation, and authorize the Mayor to execute the same.
 3. Consideration to approve the lowest and best quote received from TechSource Solutions, in the amount of \$14,000.00 for the replacement desktop computers for the Police Department. This will replace all the aging desktop computers the Police Department currently owns, which are approximately ten-years old. The items are budgeted.
 4. Consideration of a request to pay the annual invoice from CivicPlus, which provides the emergency and mass notification platform for the city, in the amount of \$19,146.46.
 5. Consideration for a request for permission to accept a water easement from Trustmark National Bank, pertaining to the Brandon Heights Development, subject to their completion of the agreement.
 6. Consideration for a request for permission to accept two sewer easements, pertaining to property on Morris Drive off Highway 18, across from Brown Bottling.
 7. Consider designating City Clerk Mary Ann Hess as the FY 24 MOHS Designation of Secondary Signatory Official for the City of Brandon, Mississippi and authorizing her to sign all official documents associated with this grant each month.
 8. Consider designating City Clerk Mary Ann Hess as the official authorized signer for the City of Brandon, Mississippi regarding the "National Prescription Opiate Litigation" which must be executed in order to participate in the relevant Kroger Opioid Settlement and authorizing her to sign all official documents associated with this settlement.
 9. Consideration of a request recognizing Friday, July 5th, 2024 as an official city holiday, by proclamation of Governor Tate Reeves.
 10. Request permission for City Clerk Mary Ann Hess to travel to Biloxi, Mississippi to attend the Mississippi Municipal League Conference June 23-26, 2024 and request reimbursement of travel expenses.
 11. Consideration to approve:
 - a. Docket of Claims for June 17, 2024.
 - b. Fox Everett claims released on June 3, 2024 June 4, 2024; June 10, 2024; and June 13, 2024.
 - c. Electronic fund transfers for May 2024.

7. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Consideration to approve Pay Request 4 in the amount of \$257,847.48 from Hemphill Construction Company for the Highway 80 Signal Upgrades Stonegate and Woodgate

Project and authorize payment of the same.

2. Consideration to declare an emergency repairs to the Marquette Road Well.
3. Consideration to award the quote in the amount of \$10,350.00 to Sullivan Construction Services for the Serenity Court Drainage Improvements Project as the best and lowest quote received.
4. Consideration to approve Pay Request 3 in the amount of \$621,813.84 from Adcamp, Inc. for the 2024 Overlay Project and authorize payment of the same.
5. Consideration to approve Pay Request 1 in the amount of \$268,705.60 from Eubank Construction Company for the Hwy 18 Hwy 468 Sewer Force Main Replacement Project and authorize payment of same.
6. Consideration to approve the quote in the amount of \$15,250.00 from Sullivan Construction Services, LLC for the Louis Wilson Drive Box Culvert Retaining Wall Repairs as the best and lowest quote received.
7. Consideration to declare an emergency the sewer line repair near the end of Morrow Street and Orr Drive and append the minutes of the June 3, 2024, meeting regarding invoice #H24023-07-52829 as part of item #7.4 to show the declaration of emergency.

8. SAM HAWKINS, COMMUNITY DEVELOPMENT

1. Consideration to approve the development review applications for the following projects.
 1. Staff Report Brandon Heights - Development Review
 2. Staff Report Home2Suites - Development Review
 3. Staff Report Herrin Dental - Development Review
2. To reconsider the Board vote taken at the meeting on June 3, 2024, in which the Board of Aldermen denied the rezoning request for Jett Investments, LLC and S&S Builders of MS, Inc. regarding property located on Old Hwy 471 - 13.8 acres (parcel #19E-2).

9. JOSEPH FRENCH, POLICE CHIEF

1. Request permission to transfer Jesse Beeman from a Communications Officer to a Patrolman Trainee effective June 24, 2024, and set rate of pay in accordance with the memo.
2. Request permission to accept a check in the amount of \$8,341.10 from the Mississippi Bureau of Narcotics and deposit it into the drug seizure fund.
3. Request permission to hire Ellen Farr as a Deputy Court Clerk effective June 24, 2024, and set rate of pay in accordance with the memo.
4. Request permission for a purchase order to Kirk Auto Group in the amount of \$221,204.00 for five (5) 2025 Ford Explorer's.

10. BRIAN ROBERTS, FIRE CHIEF

1. Request permission for Battalion Chiefs Adcock, Beck, Division Chief Jerry King and Chief Brian Roberts to travel to Biloxi, MS for the 2024 MEMS Conference.

11. ADJOURN

MINUTES OF THE REGULAR BOARD MEETING OF THE
BRANDON BOARD OF ALDERMEN OF JUNE 3, 2024
MAYOR BUTCH LEE, MAYOR PRESIDING

1. CALL TO ORDER - Mayor Lee and Aldermen Farris, Middleton, Coker, Womack, Williams, Vinson and Craine were present.
2. INVOCATION AND PLEDGE OF ALLEGIANCE - gave the invocation and led the Pledge of Allegiance.
3. PUBLIC COMMENTS AND RECOGNITIONS – Greg Vaughn, CPA, Barlow & Company, PLLC presented the 2023 audit.
4. OLD BUSINESS

1. Approve the Regular Board Meeting Minutes of May 20, 2024.

Alderman Craine made the motion to approve agenda item 4.1, seconded by Alderman Vinson and upon unanimous vote the motion carried.

5. BUTCH LEE, MAYOR

1. Approve sponsorship of B Club, Inc. in the amount of \$10,000 in accordance with the agreement adopted December 2, 2021, for purposes of advertising and bringing into favorable notice, the opportunities and possibilities of the City, first finding that this mode of advertising is in the best interest of the citizenry.
 2. Adopt an Order of the Mayor and the Board of Aldermen of the City of Brandon to proclaim a Local State of Emergency with regard to the trees that died as a result of the 2023 drought.

Alderman Farris made the motion to approve agenda items 5.1 & 5.2, in accordance with the memos from the Mayor's office, which are appended hereto, seconded by Alderman Coker and upon unanimous vote the motion carried.

6. ANGELA BEAN, CITY CLERK

1. Accept the fiscal year 2023 audit report as prepared by Barlow & Company and authorize publication of notice regarding the same.
 2. Approve professional services agreement for the purposes of promoting tourism in accordance with HB1521 (2023 MS Legislative Session) and for such other lawful and related purposes; and authorize the Mayor to execute the same; and approve payment of all show related expenditures, to-wit:
 - Whitney Morgan Music, LLC for a performance on Thursday, June 27, 2024, for a performance by WHITNEY MORGAN AND THE 78'S
 3. Accept the Certificate of Substantial Completion for the Civic Center Renovations and authorize the Mayor to execute all related documents and issue the final payment in the amount of \$22,613.30.

4. Approve:

- a. Docket of Claims for June 3, 2024; and
- b. Fox Everett claims released on May 17, May 20 and May 30, 2024.

Alderman Womack made the motion to approve agenda items 6.1-6.4(a)&(b), in accordance with the memos of the City Clerk's office which are appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

7. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Approve certain Public Works Department employees to house city vehicles pursuant to the memo.
2. Approve Change Order #3 in the amount of \$9,804.00 & Pay Request #2 FINAL in the amount of \$34,620.67, first finding that after the contract was let this change to the original contract is necessary or would better serve the purpose of the City, first finding that such change is being made in a commercially reasonable manner and is not being made to circumvent the public purchasing statutes, and approve the Final Summary Change Order (decrease in \$108,706.00 in the final payment cost due to quantity changes), from Utility Constructors, Inc. for the Highway 80 Waterline Relocation Project and authorize payment of the same.
3. Approve Pay Request #2 in the amount of \$5,235.00 from Hemphill Construction Company for the Marquette Road Fire Hydrant Relocation Project and authorize payment of same.
4. Approve invoice #H24023-04 in the amount of \$128,778.63 from Hemphill Construction Company for General Construction Services for the month of April 2024, under commodity pricing, authorize payment of the same, and amend the budget accordingly.
5. Authorize permission for Sunbelt Sealing, Inc. to perform crack sealing services along various city streets at the Ranking County FY24 Spring commodity pricing, not to exceed \$30,000.00, in preparation for the 2024 Overlay Project.
6. Authorize permission to proceed with the development of plans and to advertise for bids for the construction of a new city parking lot at the Southwest corner of Dining Street and Poindexter.

Alderman Womack made the motion to approve agenda items 7.1-7.6 in accordance with the memos from the Public Works Department, which are appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

7. Approve Pay Request #1 in the amount of \$231,087.50 from Griner Drilling Service, Inc. for the Cornerstone Water Well Project and authorize payment of the same.
8. Approve utility adjustment approvals and denials as presented by the Public Works Department, first finding that the approvals are required because of unforeseen circumstances of which the customer did not receive the benefits of the water service thereby warranting a reduction or compromise.
9. Accept the bid of Hemphill Construction Company in the amount of \$103,593.00 for the Edgewood Waterline Loop Project as the best and lowest bid received and authorize the Mayor to execute contract documents.

10. Approve the quote in the amount of \$6,599.13 from Gray-Daniels Ford Fleet Service and authorize repairs to the 2003 Ford F250 - VIN #4212, first finding that the need for component replacement was unknown before disassembly and further that invoices identifying the equipment, specific repairs made, parts identified by number and name, supplies used in such repairs, and the number of hours of labor and costs therefor shall be required in conjunction with the payment for such repairs.
11. Approve the hiring of James Meadows as Water Laborer II effective July 1, 2024, and set rate of pay in accordance with the memo.
12. Approve the increase in the number of MagCor employees available for use from 8 to 12 effective immediately.

Alderman Williams made the motion to approve agenda items 7.7-7.12 in accordance with the memos from the Public Works Department, which are appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

8. SAM HAWKINS, COMMUNITY DEVELOPMENT

1. Public Hearing and Board Action regarding Case # 23-028: consideration of a rezoning request from Jett Investments LLC and S & S Builders of MS Inc regarding property located on Old Hwy 471 - 13.8 acres (Parcel # I9E-2)

The Public Hearing was opened with regarding re-zoning request of Jett Investments with regard the subject application. The Community Development Director then advised that all of the prerequisites to the Public Hearing have been met and that the Planning Commission voted to recommend approval of the application, with conditions. The Director presented Staff Report #23-028 regarding the application which is included in the Minutes. The Director described the nature of the application and those in favor of or in opposition to the application were given an opportunity to come forward and speak, whereupon no one other than the Director addressed the board. The Public Hearing was then closed. Thereafter, Alderman Farris made the motion to adopt an ordinance approving the same, which is appended hereto, seconded by Alderman Coker, whereupon Aldermen Farris, Coker and Williams voted "AYE" and Aldermen Middleton, Womack, Vinson and Craine voted "NAY", and the motion failed.

2. Public Hearing and Board action regarding Case # 24-004: consideration of a conditional use application to operate a liquor store at 1578 W. Government St (Parcel # H9B-8)

The Public Hearing was opened with respect to the application for conditional use permit by Top Shelf Wine and Spirits. The Community Development Director advised that all of the prerequisites to the Public Hearing have been met and that the Planning Commission recommended that the application be denied. The Director presented Staff Report #24-004 regarding the application which is included in the Minutes. The Director described the nature of the application and those in favor of or in opposition to the application were given an opportunity to come forward and speak, whereupon Andy Stewart, attorney for the applicant, addressed the board and provided information in support of the application which is appended to the Minutes, and Rev. Kyle Reno, Crossgates Baptist Church, who provided a petition signed by 65 members of the church who reside in the Crossgates area in opposition to the application, which is appended to the Minutes, and Steve and Sherry Lanier, 130 Woodgate Drive, Monica Baldwin, 154 Woodgate Drive, and Linda Whitaker, 104 Longmeadow Cove, spoke in opposition to the application. No additional public comments were received, and the Public Hearing was closed.

Thereafter, Alderman Williams, first finding that the applicant failed to establish by the requisite burden of proof evidence satisfactory to meet the requirements for granting a conditional use in accordance with Chapter 6, Section 6-10.2 of the Alcohol Ordinance of the Code of Ordinances of the City and Section 9.7.2(a)-(h), of the Zoning Ordinance of the Code of Ordinances of the City, including failing to establish that the proposed use is generally compatible with adjacent properties and other property in the district, and further incorporating the matters presented at the Public Hearing, and for such other reasons that such applications are denied, made the motion to deny the conditional use application, seconded by Alderman Vinson and upon unanimous vote the motion carried.

3. Public Hearing and Board Action regarding Case # 24-005: consideration of conditional use application to operate a liquor store at 1659 W. Government Cove (parcel # H8N-5-33).

The Public Hearing was opened with respect to the application for conditional use permit by Pushpinder Sharma. The Community Development Director advised that all of the prerequisites to the Public Hearing have been met and that the Planning Commission recommended that the application be denied. The Director presented Staff Report #24-005 regarding the application which is included in the Minutes. The Director described the nature of the application and those in favor of or in opposition to the application were given an opportunity to come forward and speak, whereupon Ken Coombs and Marta Sharma spoke in favor of the application and Monica Baldwin and David Jefcoat spoke in opposition to the application. No additional public comments were received, and the Public Hearing was closed. Thereafter, Alderman Womack, first finding that the applicant failed to establish by the requisite burden of proof evidence satisfactory to meet the requirements for granting a conditional use in accordance with Chapter 6, Section 6-10.2 of the Alcohol Ordinance of the Code of Ordinances of the City and Section 9.7.2(a)-(h), of the Zoning Ordinance of the Code of Ordinances of the City, including failing provide for sufficient off-street parking and loading areas, and further incorporating the matters presented at the Public Hearing, and for such other reasons that such applications are denied, made the motion to deny the conditional use application, seconded by Alderman Craine and upon unanimous vote the motion carried.

4. Site Plan and Architectural Review Approval for 1382 W. Government Street Case # 23-031 (Parcel # H09-1-71).

Alderman Womack made the motion to approve the site plan and architectural review for the proposed development at 1382 W. Government Street, in accordance with the memo from the Community Development Department, which is appended hereto, seconded by Alderman Coker, and upon unanimous vote the motion carried.

9. JOSEPH FRENCH, POLICE CHIEF

1. Authorize Captain Brian Elwell and Officer Palmer Robbins to assist in the escort of the Vietnam Traveling Memorial Wall from The Harley Davidson Dealership in Jackson, MS to the Bolivar County Expo Center in Cleveland, MS on June 12, 2024.
2. Hire Margaret Ely as a Communications Officer effective June 3, 2024 and set rate of pay in accordance with the memo.

3. Authorize travel and related expenses of Lt. Paige Ramage and Sgt. JP Dragoo to attend the Mississippi Command College in Oxford Mississippi from July 14-19, 2024

Alderman Craine made the motion to approve agenda items 9.1-9.3 in accordance with the memo from the Police Department, which is appended hereto, seconded by Alderman Vinson and upon unanimous vote the motion carried.

10. BRIAN ROBERTS, FIRE CHIEF

1. Authorize travel and related expenses for Chief Roberts to attend the Mississippi Municipal League Conference in Biloxi, Mississippi from June 23-26, 2024.

Alderman Craine made the motion to approve agenda item 10.1 in accordance with the memo from the Fire Department, which is appended hereto, seconded by Alderman Womack and upon unanimous vote the motion carried.

11. EXECUTIVE SESSION

Alderman Coker made the motion to consider the need to enter into Executive Session, seconded by Alderman Craine and upon unanimous vote the motion carried.

Alderman Coker then made the motion to enter into Executive Session to discuss personnel matters regarding administration/event services employees, seconded by Alderman Farris and upon unanimous vote the motion carried.

Based on the recommendation of the Mayor, Alderman Coker made the motion to terminate employee #1383, effective immediately, with a memo regarding the same to be included in the personnel file of the employee, seconded by Alderman Farris, whereupon Aldermen Coker, Farris, Williams and Middleton voted "AYE" and Aldermen Vinson, Craine and Womack voted "NAY" and the motion carried.

Based on the recommendation of the Mayor, Alderman Farris made the motion to terminate employee #10014858, effective immediately, with a memo regarding the same to be included in the personnel file of the employee, seconded by Alderman Vinson, whereupon Aldermen Middleton, Farris, Vinson, Williams and Coker voted "AYE" and Aldermen Womack and Craine voted "NAY" and the motion carried.

Based on the recommendation of the Mayor, Alderman Middleton made the motion to terminate employee #10014859, effective immediately, with a memo regarding the same to be included in the personnel file of the employee, seconded by Alderman Vinson, whereupon Aldermen Middleton, Farris, Vinson, Williams and Coker voted "AYE" and Aldermen Craine and Womack voted "NAY" and the motion carried.

Alderman Farris made the motion to resume the Regular Board meeting out of Executive Session, seconded by Alderman Williams and upon unanimous vote the motion carried.

(That there were votes taken in Executive Session was announced upon resuming the Regular Board Meeting out of Executive Session).

12. ADJOURN

Alderman Coker made the motion to adjourn the Regular Board Meeting, seconded by Alderman Womack and upon unanimous vote the motion carried.

(Next Regular Board Meeting: June 17, 2024)

Minutes approved this the 17th day of June 2024.

Hon. Butch Lee, Mayor

Attest:

Hon. Angela Bean, City Clerk

MINUTES OF THE
BRANDON BOARD OF ALDERMEN
WORK SESSION
BUTCH LEE, MAYOR PRESIDING
JUNE 3, 2024

1. CALL TO ORDER – Mayor Lee and Aldermen Farris, Middleton, Womack, Coker, Williams, Vinson and Craine were present.
2. Append Work Session Notice to the Minutes.
3. Discussion re:
 - FY 25 Budget.
 - Harrell Street – public/private status
 - East Jasper Street – Sewer main issues
 - Landscaping – Professional Services
 - Storm Debris Removal

Minutes approved, this the 17th day of June 2024.

Hon. Butch Lee, Mayor

Attest:

Hon. Angela Bean, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 06/17/2024
SUBJECT: DISCUSSION AND CONSIDERATION OF A REQUEST FOR FUND

Discussion and consideration of a request for funding from Brandon Mainstreet Association, presented by Meredith McCullough, to assist with initial programming and hiring of an Executive Director to promote desirable activities to promote and expand the economic position of the City of Brandon.

ATTACHMENTS:

None



MEMORANDUM

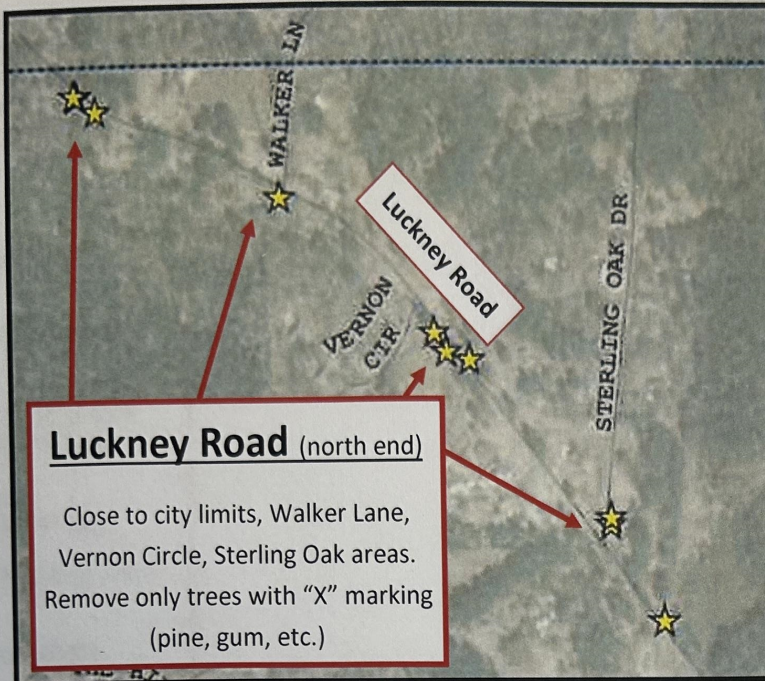
TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 06/14/2024
SUBJECT: TREE REMOVAL SERVICES

Consideration to approve the lowest and best bid received from D.A.T.S. in the amount of \$42,400 for the ROW Tree Removal in the Luckney Road area, and authorize the Mayor to execute the same.

ATTACHMENTS:

1. IMG_6804
2. 1951_001
3. 1950_001

ROW Tree Removal Work Proposal - #2



Luckney Road (north end)

Close to city limits, Walker Lane, Vernon Circle, Sterling Oak areas. Remove only trees with "X" marking (pine, gum, etc.)

Proposals requested from these service providers:

1. Kips Trees Service 601.829.3748
2. Morgans Tree Service 601.668.5501
3. Specialty Tree Service 601.405.5857
4. Gage Sullivan 601.813.4495



Luckney Road (south end)

Close to, Caine Circle, Stringer Lane, Proctor Drive areas. Remove only trees with "X" marking (pine, gum, etc.)

TREE REMOVAL PROFESIONAL SERVICE REQUEST

Contractor Name: _____ Date: _____

Insured / Bonded by: _____

Date Submitted: _____ Anticipated Start Date: _____

Responsible Party Signature: _____ Contact Tel #: _____

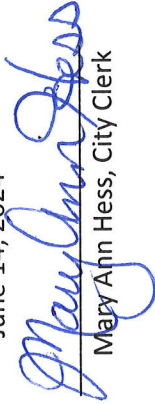
Additional Information: Work to be scheduled with Public Works two (2) days in advance. This is for preparation of traffic safety control measures to be established. City to provide Police/Fire/Public Works units during duration of work for additional public/contractor traffic control and safety while work is in progress.

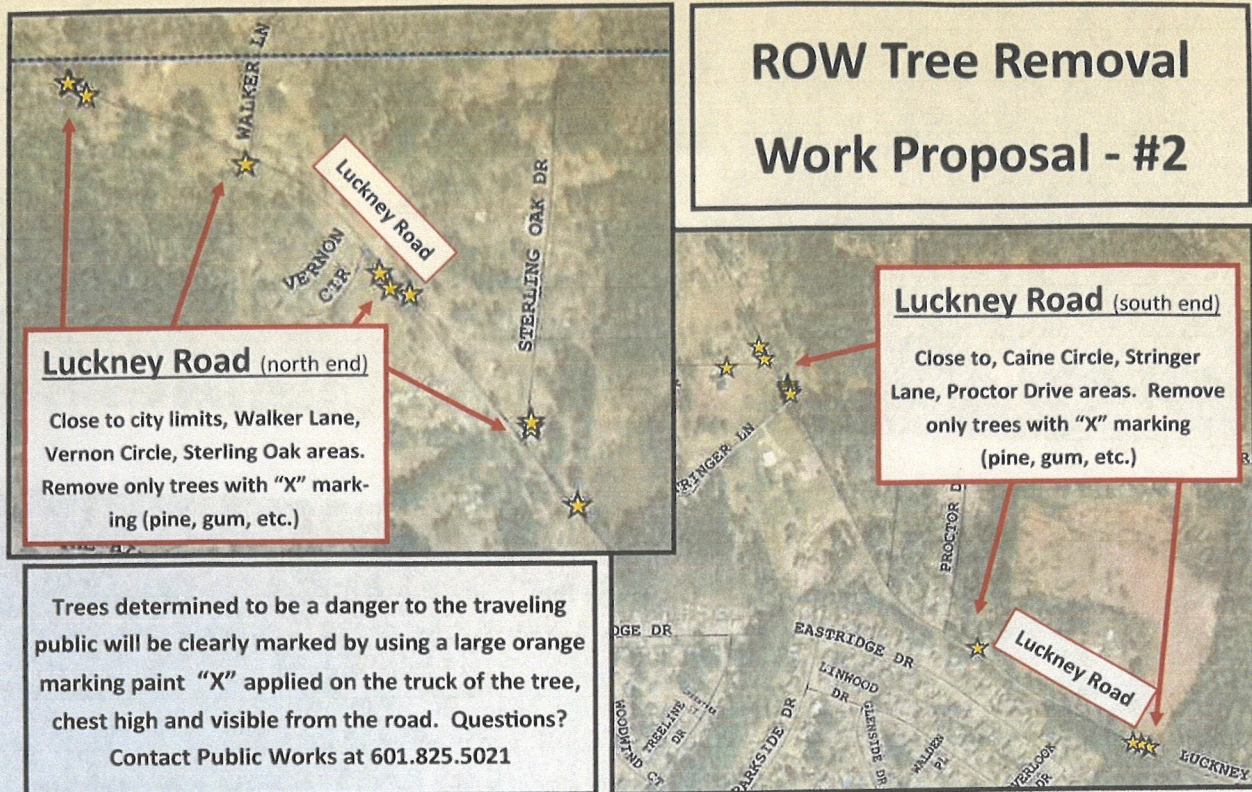
Proposal Award: Proposals should be sealed in an envelope and delivered to Brandon City Clerk Office at 1000 Municipal Drive on or before Wednesday, June 12, 2024 at 4:30 pm. Proposals will be opened at 4:30 pm, communicating bid amounts to all submitting proposals, and subsequently added to the Brandon City Board Meeting agenda for Monday, June 17 at 6:00 pm for consideration to award.

ROW Tree Removal Work Proposal #2
Bid #
June 14, 2024 - 4:00 p.m.

BIDDER	Cert of Responsibility	BID BOND	ADDENDA	TOTAL BID
D.A.T.S Treework				\$42,400.00
Specialty Tree Service LLC				\$49,285.00

This is to certify that the above is a true and accurate tabulation of bids received on
June 14, 2024


Mary Ann Hess, City Clerk



TREE REMOVAL PROFESSIONAL SERVICE QUOTE: AMOUNT: \$ 42,400.00

Contractor Name: D.A.T.'S TREE WORK DAVIS THORNTON Date: 6-13-24
Insured / Bonded by: CRUM & FOSTER SPECIALTY INS CO. (RISK MANAGEMENT PARTNERS)

NOTE: Minimum liability insurance of \$1M per person/occurrence and provide a Certificate of Insurance designating the City of Brandon as an additional insured.)

Date Submitted: 6-14-24 Anticipated Start Date: 7-15-24

Responsible Party Signature: [Signature] Contact Tel #: 601 906 4450

Additional Information: Work to be scheduled with Public Works two (2) days in advance.
This is for preparation of traffic safety control measures to be established.
City to provide Police/Fire/Public Works units during duration of work for additional public/contractor traffic control and safety while work is in progress.

Proposal Award: Proposals should be sealed in an envelope and delivered to Brandon City Clerk Office at 1000 Municipal Drive on or before Friday, June 14, 2024 at 4:00 pm. Proposals will be opened at 4:00 pm, communicating bid amounts to all submitting proposals, and subsequently added to the Brandon City Board Meeting agenda for Monday, June 17 at 6:00 pm (or as soon thereafter as practical) for consideration to award. The Brandon City Board reserves the right to reject all proposals.



DAVITHO-01

SCOWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Management Partners, Inc. 106 Luckney Station Road Flowood, MS 39232	CONTACT NAME:		
	PHONE (A/C, No, Ext): (601) 919-2028	FAX (A/C, No): (601) 919-2323	
INSURED Davis Thornton 598 Hwy 13 Mendenhall, MS 39114	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Crum & Forster Specialty Ins. Co.		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			BAK981832	6/24/2023	6/24/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
			MED EXP (Any one person)				\$ 5,000	
			PERSONAL & ADV INJURY				\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	OTHER							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			☐ Y / ☐ N			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SPECIALTY TREE SERVICE, LLC

PO Box 310
Pelahatchie, MS 39145
+1 6014055857
specialtytree405@gmail.com

Estimate

ADDRESS

City of Brandon
PO Box 1539
Brandon, MS 39043

ESTIMATE # 1492

DATE 06/14/2024

ACTIVITY	AMOUNT
JOB LOCATION LUCKNEY ROAD	
Cut and remove 20 marked trees, grind stumps, haul off all debris and complete clean up.	49,285.00
TOTAL	\$49,285.00

Accepted By

Accepted Date



SPECTRE-01

KDERRICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Associates of Rankin County 308 E. Government St. Brandon, MS 39042	CONTACT NAME:	PHONE (A/C, No, Ext): (601) 825-5242	FAX (A/C, No): (601) 825-5409
	E-MAIL ADDRESS: info@insassociate.com		
INSURED Specialty Tree Service LLC Gabe Walters P.O. Box 310 Pelahatchie, MS 39145	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Crum and Forster		
	INSURER B : Progressive Insurance Company		42412
	INSURER C : AmFed Companies, LLC		11208
	INSURER D : Ohio Casualty		24074
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			BAS-34004-1	2/9/2024	2/9/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			07686045	11/14/2023	11/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC220-0017248	5/31/2023	5/31/2024	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Equipment Floater			BMO62751094	2/9/2023	2/9/2024	Leased & Rented Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder named additional insured on General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Brandon

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 06/17/2024
SUBJECT: CONSIDERATION OF REQUEST TO HIRE PELAHATCHIE PYRO'

Consideration of request to hire Pelahatchie Pyro's Fireworks to provide a 12-15 minutes fireworks display on July 3, 2024 at the Brandon Amphitheater at a cost of \$8,000.00. The accounting department has the authority to make any and all necessary budget amendments for this transaction.

ATTACHMENTS:

1. Branon July 3 2024 Quote

June 17, 2024

Attention:

City of Brandon

Tahya Dobbs

General Information:

- Price includes all federal, state, and local permits
- Price includes equipment, experienced and licensed fireworks technician
- Price includes liability insurance coverage
- Price includes setup of fireworks display, shooting of fireworks display, and breakdown and cleanup of fireworks display

Description of Services:

Pelahatchie Pyro's Fireworks will remotely shoot a fireworks display consisting of:

- 422 Low Level Effects
- 648 Main Body Effects
- 364 Finale Effects

Fireworks display will last approximately 12-15 minutes.

Quote:

July 3, 2024, 12-15 minute Fireworks Display- \$10,000.00

Pelahatchie Pyro's Fireworks Donation- 20% of total price: \$2,000

Final quote after 20% deduction:

July 3, 2024, 12-15 minute Fireworks Display- \$8,000.00

Steven Boozer

Pelahatchie Pyro's Fireworks



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 06/14/2024
SUBJECT: PURCHASE AND SELL REAL ESTATE

Approval of Agreement to Purchase and Sell Real Estate between Entergy Mississippi, LLC and the City of Brandon, Mississippi, comprised of 5.24 acres in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, T5N, R3E (Hwy. 80 property adjacent to the Police Department).

ATTACHMENTS:

1. Agreement to Purchase and Sell Real Estate

AGREEMENT TO PURCHASE AND SELL REAL ESTATE

This agreement is between **ENTERGY MISSISSIPPI, LLC**, a Texas limited liability company registered to do business in Mississippi ("**Seller**"), and the **CITY OF BRANDON, MISSISSIPPI**, a Mississippi municipal corporation ("**Purchaser**"). The effective date of this agreement will be the date it is signed by the last party to sign it as indicated by the date associated with that party's signature on the signature page below ("**Effective Date**"). In consideration of the premises hereafter stated and subject to the terms and conditions stated below, Purchaser and Seller agree as follows:

1. **Purchase and Sale.** Subject to the provisions of this agreement, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described real estate:

Approximately 5.24 acres of land situated in the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter, Section 17, Township 5 North, Range 3 East, Rankin County, Mississippi, south of Seller's Brandon Substation that is located at or near GPS coordinates 32.282683, -90.014518, south of Highway 80 and north of Interstate 20, and being part of the property owned by Seller according to the Warranty Deed recorded in Book 235 at Page 99 of the Rankin County land records, which is tax parcel H08P000007 00000 (aka H8P-7), PPIN 022058, as more specifically described on the attached **Exhibit A** (Tract 1, 0.96 acres) and **Exhibit B** (Tract 2, 4.28 acres) and depicted on the survey plat attached as **Exhibit C** (the "**Property**"). Included as part of the Property conveyance, Seller will also grant Purchaser an easement 60 feet in width for a public street along the west boundary of Seller's remaining substation site as described in the attached **Exhibit D** (60' Ingress, Egress Easement, 0.59 acres) and depicted on **Exhibit C** ("**Ingress, Egress Easement**").

2. **Closing.** The transaction contemplated by this agreement will close and be consummated (the "**Closing**") on a date mutually acceptable to the parties (the "**Closing Date**"). The Closing may take place without the necessity of the parties being physically present or face-to-face at the Closing.

3. **Purchase Price.** The consideration to be paid and delivered by Purchaser to Seller for the Property will be **\$15,500** ("**Purchase Price**"), which will be payable to Seller at the Closing. For the same consideration, the 60' Ingress, Egress Easement described in **Exhibit D** will also be included as part of the Property conveyance.

4. **Closing Costs and Other Expenses.** Purchaser will be responsible for all costs, fees, and other expenses associated with the Property conveyance, the Closing, or otherwise arising out of or related to this agreement, including but not limited to appraisal, survey, title commitment, environmental assessment, legal fees, and any resubdivision requirement. Purchaser will bear its own administrative expenses, attorneys' fees, and other costs. To partially reimburse Seller for its administrative, engineering, and legal expenses, Purchaser will pay to Seller a lump-sum, fixed-cost of **\$15,000**, without later confirmation of actual costs.

5. **Deposit.** Contemporaneously with signing this agreement, Purchaser will deliver to Seller as its deposit the amount of **\$5,000** (the "**Deposit**"). In the event that the transaction contemplated by this agreement is not consummated for any reason other than the failure of Purchaser to comply with its obligations, then the Deposit will be promptly returned to Purchaser. In the event that the transaction contemplated by this agreement is not consummated because of the failure of Purchaser to comply with its obligations, then the Deposit will be retained by Seller as provided in **Section 23** below.

6. **No Warranties.** The Property will be sold by quitclaim deed without any warranty as to title. With respect to all aspects of the physical condition of the Property, including those related to Hazardous Substances (as defined below), the Property will be sold without any warranty whatsoever. Seller makes no warranties, express or implied, and specifically disclaims any warranty of condition, quality, habitability, or fitness for a particular purpose.

7. **Appraisal and Partial Donation.** Purchaser has obtained an appraisal dated September 25, 2023, by Robert R. Morrow, and Seller intends to rely on that appraisal as a determination of the fair market value of the Property. The appraised fair market value is greater than the purchase price, and the difference will be considered a partial charitable donation or bargain sale for federal tax purposes. Purchaser will complete and sign such documentation confirming the partial donation and the value of the Property as may be reasonably requested by Seller (including, without limitation, completing and signing the Donee Acknowledgment on IRS Form 8283 and Seller's gift acknowledgment form), which obligation will survive the conveyance of the Property to Purchaser. Upon request by Seller, Purchaser will obtain an update to the appraisal in order to provide an appraisal that can be relied on by Seller and that is signed and dated not earlier than 60 days before the Closing Date as required by the United States Internal Revenue Service and for use in conjunction with IRS Form 8283. Because the appraisal is limited to Tract 2 of the Property (Exhibit B), Purchaser will also request that the appraiser add Tract 1 of the Property (Exhibit A) to the updated appraisal. Purchaser will be responsible for any costs associated with such appraisal update. If the appraiser fails or refuses to provide an updated appraisal as referenced above, Seller may obtain a new appraisal after giving notice to Purchaser and a reasonable opportunity to cure, and Purchaser will reimburse Seller for the costs incurred for such appraisal.

8. Reservation of Oil, Gas, and Minerals. Seller will reserve and retain all oil, gas, and/or other minerals and mineral rights beneath the Property owned by Seller (if any), but Seller waives any use of the surface of the Property in connection with the exploration, development, or production thereof.

9. Seller's Facilities and Reservation of Easements. The Property conveyance will exclude all of the electric power and communication facilities and associated wires, poles, support structures, and other equipment, material, and appurtenances used for transmission or distribution of electric power in connection with the operation of Seller's electric utility system ("**Seller's Facilities**"). All of Seller's Facilities will remain on the Property. Seller will reserve and retain utility easements and rights-of-way for Seller's Facilities and any other operational needs, and such easements will be shown on the applicable survey. Seller will review the survey of the Property to ascertain whether it includes the location of all utility easements and rights-of-way that are necessary or desired, in Seller's sole discretion, and if the survey does not show all of same then Seller will have the right to direct that the surveyor does so at Purchaser's cost. Seller will have the right to extend the Closing Date as necessary to complete these actions. Seller will have the right, at its election and in its sole discretion to: (a) include in the conveyance a reservation of electric utility easements and rights-of-way as shown on the survey, together with the unlimited right of ingress and egress to said easements and the right to maintain, operate, alter, and upgrade Seller's electric and communications facilities in those easements, or (b) establish such reservation and rights under a separate instrument (for example, without limitation, a right-of-way instrument with terms and conditions satisfactory to Seller, in its sole discretion), and Purchaser agrees to sign and deliver same at Closing. Purchaser will have a reasonable time prior to the Closing for review and approval as to the form and substance of the conveyance reservation or separate instrument. If Seller and Purchaser are unable or unwilling to agree as to the form and substance of such conveyance reservation or separate instrument, then either party may terminate this agreement, and the parties will have no further liabilities or obligations except for those that survive termination of this agreement.

10. Protection of Seller's Facilities. As shown on Sheet No. 7 of the Construction Plans for City of Brandon Municipal Complex, Boyce Property, Street Plan, dated 09-27-2016, prepared by Guest Consultants, Inc., and identified as Project No. 15-160, a pole that is part of Seller's Facilities and located near the southwest corner of Seller's electrical substation, north of station 103+96.68 and south of station 103+65.51, is 7.28 feet from the proposed curb and gutter. Due to the proximity to the planned street, Purchaser will install safety bollards made of steel and/or concrete to form a permanent protective barrier around that pole adequate to prevent the pole from being damaged by any vehicle that might leave the traveled portion of the roadway. Purchaser will not proceed with installation of the safety bollards unless and until Seller approves of the location, arrangement, and specifications of the safety bollards, which approval will not be unreasonably withheld.

11. Due Diligence. Purchaser will have reasonable access to the Property to conduct any surveys, inspections, tests, studies, title work, and other actions that it deems necessary or appropriate. Purchaser will not damage the Property (including any sampling or other invasive testing unless prior written consent is given by Seller), and Purchaser will not interfere with Seller's operations on the Property. Purchaser will provide Seller with at least 24 hours advance written notice for any such access. To the extent permitted by law, Purchaser will defend and indemnify Seller against any claim, loss, or liability arising out of the activities of Purchaser or its agents under this section (to the extent Purchaser's immunity from any such claim, loss, or liability can be or has been waived pursuant to the Mississippi Tort Claims Act), which defense and indemnity obligations will survive the Closing or earlier termination of this agreement. If Purchaser is not satisfied with the Property for any reason or no reason, in its sole, subjective discretion, Purchaser may terminate this agreement, and the parties will have no further liabilities or obligations except for those that survive termination of this agreement.

12. Survey. Purchaser has procured a survey of the Property dated August 9, 2023, by Benchmark Engineering & Surveying, LLC, providing a metes and bounds legal description of the Property (the "**Survey**"), and Seller intends to rely on the Survey. Upon request by Seller, Purchaser will instruct the surveyor to include additional details on the survey and make corrections if needed. Purchaser will also request that the surveyor provide metes and bounds legal descriptions for the location of all easements and rights-of-way required by Seller. Purchaser will be responsible for any costs associated with such additional work by the surveyor. If the surveyor who provided the existing survey fails or refuses to cooperate in performing any such additional work regarding the Survey as referenced in this section, Seller may obtain a new survey after giving notice to Purchaser and a reasonable opportunity to cure, and Purchaser will reimburse Seller for the costs incurred for such survey.

13. Title. Purchaser may, at its cost, procure from a title insurance company of its choice, subject to the reasonable approval of Seller, a title commitment (the "**Commitment**") for owner's title insurance on the property to Purchaser. Purchaser will provide to Seller a copy of the Commitment (together with a copy of any instruments forming the basis of any exception or requirement reflected in the Commitment) prior to the Closing. If the Commitment or the Survey reveals any matter rendering the Property unmarketable, then Purchaser may terminate this agreement, and the parties will have no further liabilities or obligations except for those that survive termination of this agreement.

14. Seller's Representations. Seller represents and warrants to Purchaser as follows: (a) Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, duly registered to do business in Mississippi, and duly qualified and authorized to own and operate the Property; and (b) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

15. Purchaser's Representations. Purchaser represents and warrants to Seller that it will use the Property for exclusively public purposes.

16. Broker's Fees and Commissions. The parties represent and warrant that there are no brokers, agents, or other third parties entitled to receive fees, commission, or any other form of compensation as a result of this transaction.

17. Taxes and Other Apportionments. At the Closing, all real estate taxes and assessments ("Taxes") for the one-year period for which such taxes are levied in which the Closing takes place will be pro-rated between the parties. Purchaser will be solely responsible for all Taxes for all subsequent tax years. If the parties make any errors or omissions in the closing prorations, each agrees, upon notice from the other after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing.

18. Encumbrances. The Property is presently subject to the lien of one or more mortgages and/or deeds of trust. Seller will have a reasonable time after the Closing Date, but in no event more than 180 days after the Closing Date, to obtain and furnish to Purchaser a recordable instrument releasing the Property from the lien of any applicable mortgage or deed of trust. The sale of the Property at the Closing will be subject to:

- (a) Taxes, if any, for the year in which the Closing takes place, if same are not paid in advance, and such ad valorem taxes will be prorated at Closing;
- (b) alienations, easements, encumbrances, covenants, conditions, and restrictions of record, and other matters of record, provided same do not render the Property unmarketable;
- (c) any matters that would be revealed by a current survey or inspection of the Property, including, without limitation, any unrecorded rights of third parties;
- (d) prior lease, conveyances, and reservations of oil, gas, and other minerals of every kind and character;
- (e) all land use (including environmental and wetlands), building and zoning laws, regulations, codes, and ordinances affecting the Property;
- (f) at Seller's option pursuant to **Section 9** above, a reservation in favor of Seller of utility easements and rights-of-way as determined to be needed by Seller, together with the unlimited right of ingress and egress to same and the right to maintain, operate, alter, and upgrade Seller's electric and communication facilities thereon;
- (g) a reservation in favor of Seller of any and all oil, gas, and/or other minerals and mineral rights on, in, under, or in any way pertaining to the Property, which are not subject to any prior mineral reservation, provided that Seller waives surface rights.

19. Operations and Conditions Prior to Closing Date. Between the Effective Date of this agreement and the Closing Date:

(a) No Change in Condition. There will be no material adverse change in the condition, title, or legal status of the Property.

(b) Representations and Warranties. All representations and warranties made by Seller in this agreement will be true and correct as of the Closing Date.

(c) No Other Agreements. Seller will not enter into any lease or other agreements granting use or occupancy of the Property or otherwise affecting the Property without Purchaser's prior written consent.

(d) Risk of Loss. Seller retains all risk of loss for physical damage to the Property prior to the Closing.

20. Closing Deliveries and Obligations.

(a) Seller. At the Closing, Seller will: (1) convey the Property to Purchaser for the Purchase Price by quitclaim deed, which will include the language contained in the attached **Exhibit E** (the "**Conveyance Provision**"), and Seller will deliver possession of the Property to Purchaser; (2) grant the Ingress, Egress Easement to Purchaser by including it in the quitclaim deed or by a separate instrument (for example, without limitation, a right-of-way instrument or easement agreement); (3) retain the Deposit and deduct the amount of the Deposit from the Purchase Price as a credit to Purchaser; and (4) deliver to Purchaser any and all other documents required of Seller under the terms of this agreement. The quitclaim deed and easement grant will further include such other terms and conditions satisfactory to Seller, in its sole discretion, and Purchaser will sign and deliver same at Closing. Seller will deliver a draft of the deed and easement grant to Purchaser at least 30 days prior to Closing for review and approval by Purchaser as to form and substance. If Seller and Purchaser are unable or unwilling to agree as to the form and substance of such quitclaim deed and easement grant before the Closing, then either party may terminate this agreement, and the parties will have no further liabilities or obligations except for those that survive termination of this agreement.

(b) Purchaser. At the Closing, Purchaser will deliver to Seller: (1) the Purchase Price, subject to any adjustments provided for in this agreement; (2) payment for Seller's costs and expenses referenced in **Section 4** above; (3) signed instruments described in **Sections 7, 8, 9, and 20(a)** above; (4) copies of any reports, studies, memoranda, or other written communications that have been provided to Purchaser by any of its engineers, employees, representatives, or contractors performing any inspections or examinations of the Property in connection with the Conditions, to the extent that any of same have not been provided previously to Seller; and (5) any and all other documents required of Purchaser under the terms of this agreement.

21. Further Assurances. Each party agrees to do all acts and things to make, execute, and deliver such written instruments that will be reasonably necessary to carry out the terms and provisions of this agreement.

22. Notices. All notices, requests, consents, and other communications ("Notices") pursuant to this agreement will be in writing and delivered to either party at the addresses provided in this section by: (a) personal delivery; (b) overnight courier service with all fees prepaid; (c) certified U.S. mail, return receipt requested with postage prepaid; or (d) email. Notices will be delivered to the following addresses:

SELLER:

Steven Gray
Entergy Legal Dept.
308 E. Pearl St.; Suite 700
Jackson, MS 39201
email: sgray1@entergy.com

with a copy to:

Don Nichols
Wise Carter Child & Caraway
401 E. Capitol St., Suite 600
Jackson, MS 39201
email: wmn@wisecarter.com

PURCHASER:

Mayor Butch Lee
City of Brandon
1000 Municipal Drive
Brandon, MS 39042
email: blee@brandonms.org

with a copy to:

Mark Baker
Baker Law Firm
100 Highpointe Court, Suite A
Brandon, MS 39042
email: mark@blfmail.com

23. Default. The parties' sole and exclusive remedies for default under this agreement are as follows:

(a) **Seller's Default.** If Seller violates or fails to fulfill any of the material terms and conditions of this agreement, then Purchaser may terminate this agreement, and Seller will return the Deposit to Purchaser.

(b) **Purchaser's Default.** If Purchaser violates or fails to fulfill any of the material terms and conditions of this agreement, then Seller may terminate this agreement and retain the Deposit.

24. Termination and Expiration. Either party may terminate this agreement unilaterally at any time, for any reason or no reason, with or without cause, by providing written notice of termination to the other party, and the parties will have no further liabilities or obligations except for those that survive termination of this agreement. Except for disposition of the Deposit (**Sections 5 and 23**) and Purchaser's defense and indemnity obligations (**Section 11**), neither party will be liable to the other for any claims, damages, liabilities, losses, costs, expenses, or fees of any type, kind, or character whatsoever, including, without limitation, consequential, special, or indirect damages, arising out of, related to, resulting from, or in any way connected with termination of this agreement. In the event that the transaction contemplated by this agreement is not consummated, this agreement will automatically expire and be deemed revoked and terminated on December 31, 2024, without the need for any further action or notice by either party, unless it is: (a) extended by mutual written agreement of the parties, or (b) terminated earlier.

25. **Recordability.** Neither this agreement nor a memorandum or short form of it may be recorded in the public land records.

26. **Other Parties.** Nothing in this agreement will be construed as giving any person, firm, corporation, or other entity, other than the parties signing this agreement, any rights, remedy or claim under or in respect to this agreement or any provision of this agreement.

27. **Section Headings.** The headings of the sections of this agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction of any term or provision of this agreement.

28. **Assignment.** This agreement may not be assigned by Purchaser without the prior written consent of Seller, in Seller's sole discretion.

29. **Severability.** If any provision of this agreement or the application thereof to any person or circumstance will be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provisions to the other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law.

30. **No Waiver.** No failure or delay in exercising any right or remedy or to insist upon strict compliance with obligations under this agreement and no past practice or course of dealing between the parties will constitute a waiver or estoppel of any right, remedy, or condition by either party.

31. **Survival.** To the extent not fully satisfied at Closing or otherwise memorialized in any instruments executed at Closing or otherwise, all of the warranties, covenants, and representations of each party, including any obligations of indemnity, will survive the Closing or earlier termination of this agreement.

32. **Counterparts.** This agreement may be signed in multiple counterparts, each of which will be deemed an original, and all of which together will constitute one agreement. The parties' signatures need not appear on the same counterpart, and a signed copy of this agreement delivered by facsimile, scanned image, or other electronic method is as effective as the original.

33. **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

34. **Entire Agreement.** This agreement is the entire agreement between the parties regarding the subject matter and supersedes any and all prior negotiations, representations, agreements, and understandings, both written and verbal, between the parties. No claim of waiver, modification, consent, or acquiescence with respect to any of the provisions of this agreement will be made against either party, except on the basis of a written instrument executed by and on behalf of the parties subsequent to the effective date of this agreement.

35. Effective Date. As provided in the introductory clause in the first paragraph on the first page, this agreement will become effective when all parties have signed it. The effective date of this agreement will be the date it is signed by the last party to sign it as indicated by the date associated with that party's signature.

Each party is signing this agreement on the date stated opposite that party's signature.

ENTERGY MISSISSIPPI, LLC

BY: _____
John Stevens
Senior Manager, MS Transmission Grid

DATE: _____

CITY OF BRANDON, MISSISSIPPI

BY: _____
Butch Lee, Mayor

DATE: _____

ATTEST:

Angela Bean, City Clerk

EXHIBIT A

TRACT 1

LEGAL DESCRIPTION

**Legal Description
For
Mississippi Power & Light Company Property
Tract 1**

A tract or parcel of land containing **0.96 acres**, more or less, lying and being situated in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found $\frac{1}{2}$ inch iron pin marking the Northwest corner of Section 16, Township 5 North, Range 3 East; run thence

South 78 degrees 49 minutes 21 seconds West for a distance of 2703.21 feet to a set $\frac{1}{2}$ inch iron pin marking the **Point of Beginning** of the herein described property; thence

Southwesterly, along the arc of a curve to the right for a distance of 323.84 feet, said curve having a radius of 345.00 feet, and a deflection angle of 53 degrees 46 minutes 52 seconds, (chord bearing and distance, South 84 degrees 23 minutes 25 seconds West, 312.08 feet) to a set $\frac{1}{2}$ inch iron pin; thence

North 68 degrees 43 minutes 09 seconds West for a distance of 96.15 feet to a set $\frac{1}{2}$ inch iron pin marking the West line of the Mississippi Power & Light Company property as recorded in Deed Book 235, Page 99 in the Office of the Chancery Clerk of Rankin County; thence

South 00 degrees 35 minutes 03 seconds East along said West line of the Mississippi Power & Light Company property for a distance of 107.75 feet to a set $\frac{1}{2}$ inch iron pin; thence

South 68 degrees 43 minutes 09 seconds East for a distance of 56.02 feet to a set $\frac{1}{2}$ inch iron pin; thence

Easterly, along the arc of a curve to the left for a distance of 358.48 feet, said curve having a radius of 445.00 feet, and a deflection angle of 46 degrees 09 minutes 24 seconds, (chord bearing and distance, North 88 degrees 12 minutes 09 seconds East, 348.87 feet) to a set $\frac{1}{2}$ inch iron pin marking the West line of the City of Brandon property as recorded in Deed Book 2015, Page 1303 in the Office of the Chancery Clerk of Rankin County; thence

North 00 degrees 55 minutes 29 seconds West along said West line of said City of Brandon property for a distance of 112.76 feet to the **Point of Beginning**.

Prepared by:
Benchmark Engineering and Surveying, LLC
101 Highpointe Court, Suite B
Brandon, MS 39042
(601) 591-1077 Office
(601) 591-0711 Fax
Email: mlove@benchmarkms.net

660 Katherine Drive, Suite 301
Flowood Drive, MS 39232
(601) 627-7780 Office
Email: gbonds@benchmarkms.net

EXHIBIT A

EXHIBIT B

TRACT 2
LEGAL DESCRIPTION

**Legal Description
For
Mississippi Power & Light Company Property
Tract 2**

A tract or parcel of land containing **4.28 acres**, more or less, lying and being situated in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found $\frac{1}{2}$ inch iron pin marking the Northwest corner of Section 16, Township 5 North, Range 3 East; run thence

South 78 degrees 49 minutes 21 seconds West for a distance of 2703.21 feet; thence

South 00 degrees 55 minutes 29 seconds East for a distance of 112.76 feet to a set $\frac{1}{2}$ inch iron pin marking the **Point of Beginning** of the herein described property; thence

Southwesterly, along the arc of a curve to the right for a distance of 358.48 feet, said curve having a radius of 445.00 feet, and a deflection angle of 46 degrees 09 minutes 24 seconds, (chord bearing and distance, South 88 degrees 12 minutes 09 seconds West, 348.87 feet) to a set $\frac{1}{2}$ inch iron pin; thence

North 68 degrees 43 minutes 09 seconds West for a distance of 56.02 feet to a set $\frac{1}{2}$ inch iron pin marking the West line of the Mississippi Power & Light Company property as recorded in Deed Book 235, Page 99 in the Office of the Chancery Clerk of Rankin County; thence

South 00 degrees 35 minutes 03 seconds East along said West line of the Mississippi Power & Light Company property for a distance of 398.85 feet to a found $\frac{1}{2}$ inch iron pin marking the North right of way of Interstate No. 20; thence

South 65 degrees 14 minutes 07 seconds East along said North right of way of Interstate No. 20 for a distance of 383.65 feet to a found concrete monument; thence

North 81 degrees 20 minutes 56 seconds East along said North right of way of Interstate No. 20 for a distance of 149.48 feet to a found concrete monument marking the Southwest corner of the City of Brandon property as recorded in Deed Book 2015, Page 13032 in the Office of the Chancery Clerk of Rankin County; thence

North 56 degrees 20 minutes 51 seconds West along the West line of said City of Brandon property for a distance of 110.26 feet to a found concrete monument; thence

North 00 degrees 55 minutes 29 seconds West along said West line of the City of Brandon property for a distance of 466.62 feet to the **Point of Beginning**.

Prepared by:

Benchmark Engineering and Surveying, LLC

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EXHIBIT B

EXHIBIT C

SURVEY PLAT

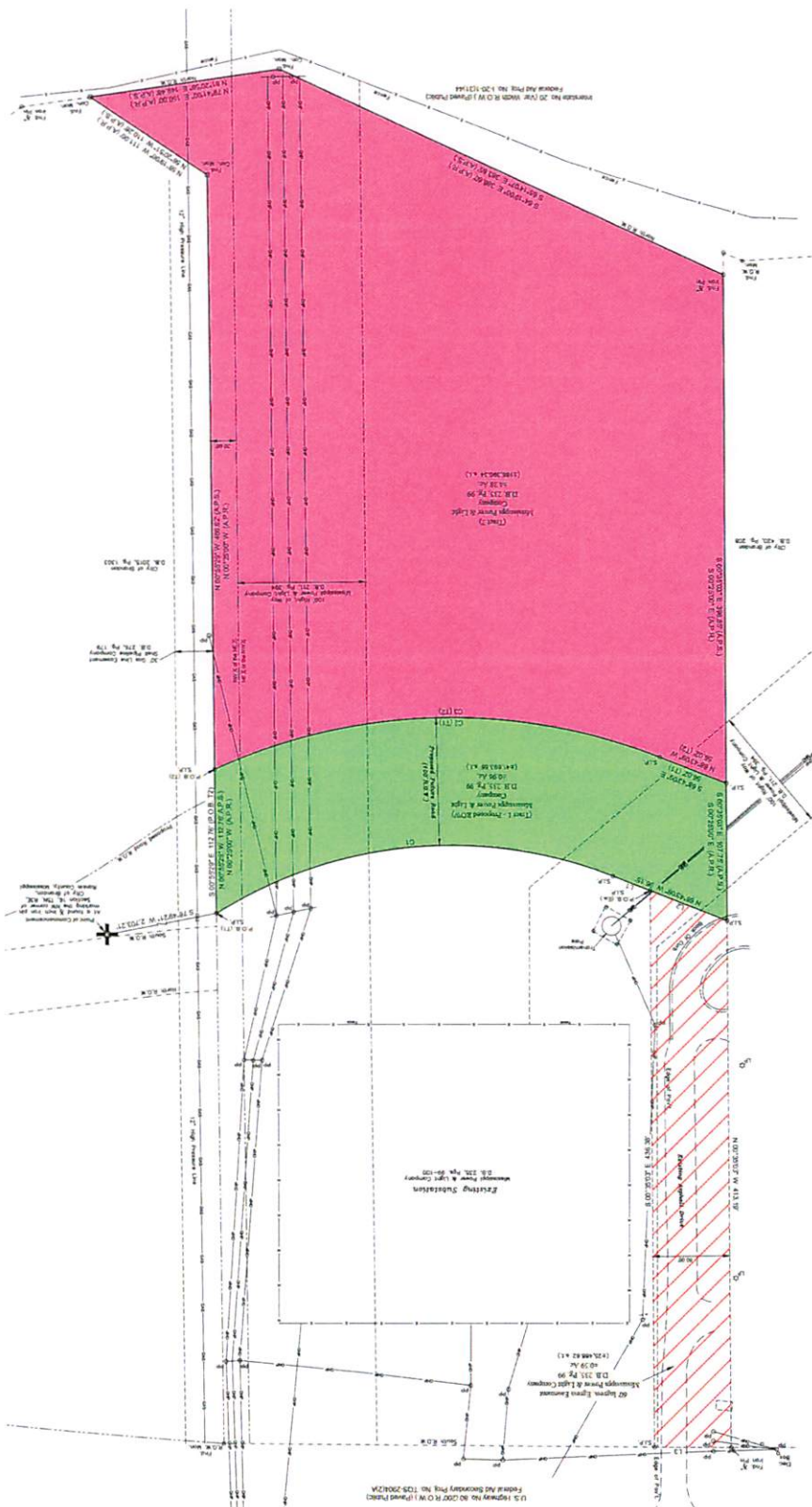


EXHIBIT D

60' INGRESS, EGRESS EASEMENT

LEGAL DESCRIPTION

**Legal Description
For
Mississippi Power & Light Company Property
60' Ingress, Egress Easement**

A tract or parcel of land containing **0.59 acres**, more or less, lying and being situated in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found $\frac{1}{2}$ inch iron pin marking the Northwest corner of Section 16, Township 5 North, Range 3 East; run thence

South 78 degrees 49 minutes 21 seconds West for a distance of 2703.21 feet; thence

Southwesterly, along the arc of a curve to the right for a distance of 323.84 feet, said curve having a radius of 345.00 feet, and a deflection angle of 53 degrees 46 minutes 52 seconds, (chord bearing and distance, South 84 degrees 23 minutes 25 seconds West, 312.08 feet) to a set $\frac{1}{2}$ inch iron pin; thence

North 68 degrees 43 minutes 09 seconds West for a distance of 31.50 feet to a set $\frac{1}{2}$ inch iron pin marking the to a set $\frac{1}{2}$ inch iron pin marking the **Point of Beginning** of the herein described property; thence

North 68 degrees 43 minutes 09 seconds West for a distance of 64.65 feet to a set $\frac{1}{2}$ inch iron pin marking the West line of the Mississippi Power & Light Company property as recorded in Deed Book 235, Page 99 in the Office of the Chancery Clerk of Rankin County; thence

North 00 degrees 35 minutes 03 seconds West along said West line of the Mississippi Power & Light Company property for a distance of for a distance of 413.19 feet to a found $\frac{1}{2}$ inch iron pin marking the South right of way of U.S. Highway No. 80; thence

South 89 degrees 44 minutes 15 seconds East along said South right of way of U.S. Highway No. 80 cfor a distance of 60.01 feet to a set $\frac{1}{2}$ inch iron pin; thence

South 00 degrees 35 minutes 03 seconds East for a distance of 436.38 feet to the **Point of Beginning**.

Prepared by:
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Email: mlove@benchmarkms.net

660 Katherine Drive, Suite 301
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(601) 627-7780 Office
Email: gbonds@benchmarkms.net

EXHIBIT D

EXHIBIT E

THE CONVEYANCE PROVISION

"As Is" Clause to be Attached to the Deed

The Property is sold by Seller and accepted by Purchaser "AS IS, WHERE IS," without recourse or warranty, either expressed or implied, arising by operation of law or otherwise, including but not limited to any warranties of or related to habitability, merchantability, fitness for a particular purpose, condition, legal compliance, zoning, compliance with requirements and restrictions (private or governmental), developability, legal descriptions, boundaries, surveys, utilities, value, marketability, occupancy, leases, renewals, terms, tenancy, vacancy, defaults, quality, environmental condition, wetlands status, elevation, drainage, access, usability, condition, or hidden/latent defects, all of which are disclaimed by Seller and fully waived by Purchaser.

Purchaser has had the full and complete right to investigate, test, examine, and inspect all aspects of the Property and has done so to the extent that Purchaser and its professional advisors deemed necessary. Purchaser has relied solely on its own independently obtained investigations, testing, examinations, inspections, information, knowledge, and research, and Purchaser has not relied in any way on any document, information, representation, statement, or communication of any sort provided by or on behalf of Seller.

Purchaser accepts the Property in its present condition, assumes all risks related to its condition and releases Seller and all affiliated and associated companies, and all of their officers, directors, agents, and employees, from all rights, claims, causes of action, liens, loss, damage, liabilities, costs, and expenses (including reasonable attorneys' fees and consultants' fees, and all court costs, remediation, assessment, cleanup or other response costs) of any and every kind and character, known or unknown, fixed or contingent, suffered or incurred by Purchaser and/or any successors to Purchaser on account of any causes of actions to which Purchaser may now or hereinafter be entitled based on any aspect of the Property, including but not limited to vices or defects or other conditions of the Property, or any component parts thereof, whether known or unknown to Purchaser, and whether or not discoverable by inspection, including conditions which, if known, would have deterred Purchaser from accepting this conveyance and further including but not limited to any and all rights or claims which Purchaser has or may have for return or reduction of the deposit or purchase price, damages, rescission, or nullification of this conveyance and any other claims or causes of action relating to any aspect of the Property under applicable law.

Purchaser waives and releases Seller and all affiliated and associated companies from all claims, demands, federal, state, and local laws, ordinances, rules, and regulations relating to Hazardous Substances on or under the Property ("**Hazardous Substance Claims**"). Further, Purchaser hereby agrees to defend, indemnify, and hold Seller harmless with respect to all Hazardous Substances Claims. "**Hazardous Substance**" shall mean any chemical, substance, waste, material or constituent that is deemed, now or in the future, hazardous, toxic, a pollutant or a contaminant, under any current or future federal, state or local law, ordinance, rule, regulation or judicial or administrative order or decision relating to protection of public health, safety or the environment, and includes, without limitation, any material or substance that is (i) defined as a hazardous substance under any law of the State of Mississippi, (ii) petroleum or petroleum-containing, (iii) asbestos or asbestos-containing, (iv) designated as a "hazardous substance" under the Federal Water Pollution Control Act, 33 U.S.C. Section 1321 et seq., (v) defined as a "hazardous waste" under the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., (vi) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq., (viii) lead-based paints, (ix) flammables, (x) explosives, (xi) radioactive materials, (xii) chemicals known to cause cancer or reproductive toxicity and (xiii) medical wastes or contaminated medical by-products.

PURCHASER ACKNOWLEDGES THAT THE FOREGOING WAIVERS HAVE BEEN BROUGHT TO PURCHASER'S ATTENTION AND EXPLAINED TO PURCHASER, AND THAT THE FOREGOING WAIVERS ARE A MATERIAL AND INTEGRAL CONSIDERATION OF THIS PARTIAL DONATION AND CONVEYANCE.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 06/14/2024
SUBJECT: PROPOSED IN-SERVICE MANAGEMENT TRAINING SESSION

Consider scheduling an item for the July 1, 2024 Board Meeting, an in-service management Training Session (proposed changes to the FLSA regarding hourly and salaried employees), presented by Todd Butler with the Phelps Dunbar law firm.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/10/2024
SUBJECT: PROFESSIONAL SERVICES AGREEMENTS

Consideration to approve professional services agreements for the purposes of promoting tourism in accordance with HB1521 (2023 MS Legislative Session); authorize the Mayor to execute the same; and approve payment of all show related expenditures:

- Zandi Holup for an Amphitheater performance on Thursday, June 27, 2024.
- Night Ranger for a City Hall Live performance on Sunday, August 18, 2024.
- Frank Foster for a City Hall Live performance on Friday, October 18, 2024.
- Emporium and Brandon Sell-Off Agreement for Parker McCollum on July, 18, 2024.

ATTACHMENTS:

1. 06.27.2024 Zandi Holup at Brandon Amphitheater
2. Night Ranger - 08.18.2024 - City Hall Live - Contract
3. Frank Foster Contract CHL 2024
4. Emporium Sell-off Agreement Brandon for Parker McCollum 7.18.2024



Contract #: 1229318
Agent: Marissa Smith
Phone: (615) 564-2580
Smith_M@unitedtalent.com

Agreement made ~~Monday, June 3, 2024~~ by and between **Wildflower Soul LLC F/S/O Zandi Holup** ('Artist') and **City of Brandon, Mississippi, a municipal corporation** ~~Live Nation Southeast~~ ('Purchaser').

It is mutually agreed that the Purchaser engages the Artist to perform the following engagement(s) ~~upon the terms and conditions hereinafter set forth. Attached Exhibit A - Additional Terms and Conditions and Artist's Rider are made part of this Agreement by this reference.~~
The attached Additional Terms and Conditions addendum is fully incorporated herein.

1. Artist: **Zandi Holup**

Loanout/Producer: **Wildflower Soul LLC**

2. Billing: **Support**

3. Engagement Venue: **Brandon Amphitheater**
8190 Rock Way
Brandon, MS 39042
United States

4. Date of Engagement: **Thursday, June 27, 2024**

5. Schedule: 6:00pm - Doors
7:00pm - Show
Zandi Holup - 30 Minute Set - Duo Acoustic
Jamey Johnson - Per advance
Curfew - N/A

Tax ID: 92-2684172

Company and Artist acknowledge that Purchaser is a political subdivision of the State of Mississippi and is entitled to certain privileges, immunities, defenses, limitations of damages and other protections afforded governmental entities under the laws of the State of Mississippi in general and as provided in Section 11-46-1 et. seq. (1972 as amended) (The Mississippi Tort Claims Act) in particular, and that such privileges, immunities, defenses, limitation of damages and other protections cannot be waived by the Purchaser and are reserved and asserted herein in all respects, the terms of this agreement notwithstanding.
No. Shows: One (1)

The City of Brandon shall implement only such COVID-19 protocols as mandated by Executive Order of the Governor of the State of Mississippi, as applicable.

Set Length: 30 Minute Set

6. Deal: \$1,500.00 USD Flat Guarantee

7. Merchandise: 80% Artist/20% Venue Soft Goods (Artist sells); 90% Artist/10% Venue Hard Goods (Artist sells).

Merchandise rates are after deduction of taxes, credit card fees and any Artist requested bootleg security costs.

<u>Name</u>	<u>Deal</u>	<u>Billing</u>	<u>Announce Date</u>
Jamey Johnson			

9. Payments: All payments shall be paid by PURCHASER in US Dollar (unless otherwise mentioned)

50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract.

<u>Due Date</u>	<u>Amount</u>
Jun 13, 2024	\$750.00
Jun 27, 2024	\$750.00

Comments

~~50% deposit 2 weeks before DOS.~~

~~Remainder of balance to be paid DOS.~~

Balance of guarantee will be made UPON performance (NOT before)

Deposit Remittance:

PAYMENT MAILING INFO:
Attention: Marissa Smith
United Talent Agency
225 Polk Avenue
Suite 130
Nashville, TN 37203
Check Made Out To: Wildflower Soul LLC

BANK WIRE INFO:
United Talent Agency, LLC
C/O City National Bank
Credited To: Wildflower Soul LLC
400 N. Roxbury Dr Beverly Hills, CA 90210
ABA Routing: 122-016-066
Account: 123-947-126
Swift: CINAUS6L

Balance Remittance: The balance of the guarantee shall be paid to Artist or Artist's representative ~~immediately prior to the performance via cash, certified/cashier's check or money order.~~ **city check.**

10. Radius Clause: Not to perform or advertise 125 miles before show.

11. Purchaser Signed Contract: ~~Purchaser signed contract and rider due to United Talent Agency no later than Thursday, June 13, 2024~~

12. Event Contacts: **Purchaser Company** **City of Brandon, Mississippi**
~~Live Nation Southeast~~ **a Municipal Corporation**
~~621 North Avenue N.E.~~ **1000 Municipal Drive**
~~Suite A-100~~ **Brandon, MS 39042**
~~Atlanta, GA 30308~~ **Signatory: Butch Lee, Mayor**

Contracts
Lynn Weinberger
Phone: (228) 594-3700 (205) 266-4666
Email: LynnWeinberger@LiveNation.com

13. Tickets: COMPS: Comps TBD per advance.

It is expressly understood by the Purchaser and Artist who are party to this contract that United Talent Agency, LLC, its employees, shareholders and affiliate entities are not party(ies) to this contract in any capacity. United Talent Agency, LLC, its shareholders, employees, officers and affiliate entities shall not be liable for any party's performance or breach of any terms or provisions contained herein.

By: ✕ _____

SIGNATURE OF PURCHASER

Hon. Butch Lee, Mayor
~~Live Nation Southeast~~
~~621 North Avenue N.E.~~
~~Suite A-100~~
~~Atlanta, GA 30308~~
~~Email: blee@ci.brandon.ms.us~~
City of Brandon, Mississippi
a Municipal Corporation
1000 Municipal Drive
Brandon, MS 39042

By: ✕ _____

SIGNATURE OF ARTIST

Zandi Holup
Wildflower Soul LLC

Exhibit A

Additional Terms and Conditions

1. Reproduction of Performance:

Purchaser shall not authorize anyone under its control nor any third party to record, stream, broadcast, televise, photograph, or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital, or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance. For the avoidance of doubt, photographs or recordings made with so-called "smart phones" or other mobile phones or consumer cameras shall be excluded from this prohibition.

2. Merchandise:

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of Artist merchandise including, but not limited to, articles of clothing (i.e., t-shirts, hats, etc.), posters, stickers, and any other merchandise Artist wishes to sell within Artist's discretion, on the premises of the place of performance without any participation in the proceeds by Purchaser, subject to concessionaire's requirements, if any. Merch Deal per contract face. Artist's proceeds are subject to taxes, credit card commissions, concessionaire fees or any bootleg security costs.

3. Right to Likeness:

Artist's name, likeness, image, and/or biographical data shall not be used by Purchaser or any other party under the control of Purchaser, to endorse, promote or otherwise advertise this Engagement, Purchaser, any commercial tie-in, any sponsor, or any other product or service connected with this Engagement or Purchaser, unless otherwise agreed between Artist and Purchaser, in writing, prior to Artist's arrival at the performance venue.

4. Termination:

In the event Purchaser refuses or neglects to provide any of the material items or to perform any of its material obligations per the Agreement and this Exhibit A, and/or fails to timely make any of the payments as provided herein, then Artist shall have the right, in addition to any other remedies which may be available to Artist at law and in equity, to refuse to perform in accordance with the terms of the Agreement, to retain any amounts theretofore paid to Artist (or Artist's designee) by Purchaser (or Purchaser's designee), and, Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee set forth in the Agreement. In addition, if on or before the date of any scheduled performance, Purchaser has failed, neglected or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser worsens after Purchaser and Artist's representative agree to the performance which is the subject hereof, then Artist shall have the right to cancel this engagement without penalty by notice to Purchaser to that effect, and Artist shall have the right to retain any and all deposit monies paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the immediate payment of the full amount of the Artist Guarantee herein set forth.

5. Sickness / Accident / Force Majeure:

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. If Purchaser unilaterally cancels the Performance contract as a result of COVID- 19 Artist shall be entitled to prompt payment of the Guarantee in full. In the event the Engagement is cancelled as a result of a Force Majeure Event, Producer shall return to Purchaser any deposit previously received by Producer in connection with the Engagement. Subject to the foregoing, upon such termination, the parties agree to use reasonable efforts to reschedule the engagement on a mutually agreeable date. If Producer and Purchaser cannot agree on a date, the Producer must return the deposit within thirty (30) days of the Event.

6. Controlling Authority:

Artist shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

7. Weather:

Inclement weather shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by the Purchaser to Artist unless such inclement weather should be so severe or threatening as to render a declaration by the applicable public authority that conditions threaten public safety, then such inclement weather shall be deemed a Force Majeure Occurrence.

8. Cancellation:

Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. In such event, any deposits previously paid for this event by Purchaser pursuant to this agreement shall be returned within thirty (30) days of Artist's cancellation.

9. Independent Contractor:

It is agreed that Artist and Purchaser each signs this Agreement as an independent contractor and not as employee of the other. This contact shall not in any way be construed so as to create a partnership, employer/employee relationship or joint venture between the parties, nor shall Artist for any reason by its signature hereof be held liable in whole or in part for any obligation of Purchaser or which may be incurred by Purchaser in its carrying out any of the provisions hereof or otherwise.

10. Authority for Inconsistencies:

In the event of any inconsistency(ies) between the provision of the Agreement (including Exhibit A) and the provision(s) of any rider, addendum, exhibit or any other attachments hereto, the parties agree that the provisions of this Agreement as amended shall control.

11. Indemnification: INTENTIONALLY OMITTED

12. Dispute Resolution:

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of Mississippi without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the State Courts of Mississippi, in Rankin County, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict of Laws:

To the extent permitted by Mississippi law, nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser.

14. United Talent Agency, LLC as Agent:

It is agreed that United Talent Agency, LLC 'Agent' is not a party to the contract and acts herein only as the agent for Artist. As such, Agent is not responsible for any act of commission or omission on the part of either Purchaser or Artist. In furtherance thereof and for the benefit of Agent, it is agreed that neither Artist or Purchaser will name or join Agent as a party in any civil action or suit arising out of, in connection with, or related to any act(s) of commission or omission of Purchaser or Artist hereunder. If at any time there shall be a controversy between Purchaser and Artist with respect to the monies for the performance(s) covered hereunder which are held by Agent in its trust account 'Trust Funds' Agent may upon notice to Purchaser and Artist either: (i) hold the Trust Funds until otherwise directed by a written instrument signed by Purchaser and Artist or by an order, decree or judgment by a court of competent jurisdiction which, by lapse or otherwise, shall no longer be or shall not be subject to appeal or review, or, (ii) deposit the Trust Funds in any court of competent jurisdiction pending the final determination of any dispute among the parties hereto. Upon delivery of the Trust Funds in accordance herewith, the obligations of the Agent shall cease with respect thereto and it shall not be required to perform any further acts whatsoever pursuant to this Agreement.

15. Assignment / Transfer:

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and (c) may not be amended, supplemented, varied, or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter. Artist acknowledges that Purchaser is a governmental entity and is subject to the provisions of the Mississippi Public Records Act of 1983, accordingly, only to the extent permitted by law.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality: INTENTIONALLY STRUCK

19. Security:

Purchaser agrees to provide security personnel and take all security measures to reasonably ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph 4 herein.

20. Licenses:

Purchaser shall be responsible for acquiring and paying for all licenses, permits and authorizations required to be obtained for this performance and any permitted exploitation thereof, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents, and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder.

21. Limitation of Liability:

To the extent permitted by Mississippi law, notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder.

22. Insurance:

(i) PURCHASER is a Mississippi municipality and is a member of the Mississippi Municipal Liability Plan ("Plan") and shall maintain its membership in the Plan from the date hereof through completion of the Engagement and shall maintain general liability limits of Five Hundred Thousand US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. PURCHASER'S commercial general liability plan shall be deemed to be primary for all matters arising out of PURCHASER'S fulfillment of its obligations related to this Agreement. PURCHASER does not possess a liquor license. To the extent beer, light wine and/or alcoholic beverages are served at the Engagement, the sale and service of the same shall be subject to an agreement with a third-party concessionaire which shall require such third-party concessionaire serving the same to maintain general liability insurance including liquor liability coverage in the minimum combined bodily injury and property damage liability limits of Five Million US Dollars (US \$5,000,000) per occurrence.

(ii) COMPANY shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance (including a contractual liability endorsement) with per occurrence limits of not less than Five Hundred Thousand

US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. COMPANY'S commercial general liability insurance shall be deemed to be primary for all matters arising out of COMPANY's fulfillment of its obligations related to, and ARTIST's performance of, the Engagement.

(iii) All of the above referenced insurance policies shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus. Such insurance policies shall contain a waiver(s) of subrogation with respect to the other party hereto and shall provide that the coverage thereunder may not be materially changed, reduced, or canceled unless thirty (30) days prior written notice thereof is furnished to the other party hereto. Each party shall furnish the other with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above.

23. WITHHOLDING TAXES

COMPANY and/or ARTIST shall be responsible for the payment of any and all income and/or withholding taxes or other amounts legally required to be withheld by applicable national, state, local or other taxing or revenue authority.

24. COVID PROVISION

The City of Brandon shall implement only such COVID-19 protocols as mandated by Executive Order of the Governor of the State of Mississippi, as applicable.

25. FIREARMS PROVISION

Purchaser shall, at its own cost and expense, conduct an advance weapon check for any person entering or re-entering the venue premises, either by wand or magnetometer, and is required to ensure security personnel check all bags brought in. Any person found carrying a firearm or weapon in violation of applicable law will not be permitted entrance.

26. CAPACITY REDUCTION

In the event that conditions with COVID-19 are not deemed a Force Majeure Event as defined in Section 5 above, but in order to comply with requirements as mandated by applicable Executive Order of the Governor of the State of Mississippi: (a) the mutually approved sellable capacity confirmed as part of the financial terms set forth herein is reduced by 10% or more, and/or (b) the mutually approved show expenses set forth herein are increased by 10% or more, then PURCHASER shall have the right to adjust the consideration payable to COMPANY by an amount that accounts for such sellable capacity reduction and/or expense increase, based on commercially reasonable, good faith negotiations by the parties; provided however, that in the event that the parties cannot agree on the amount of the adjustment to COMPANY's consideration, then COMPANY and PURCHASER shall each have the unilateral right to cancel the Engagement without penalty or further obligation. For the sake of clarification, any cancellation of the Engagement pursuant to the terms of this paragraph 26 will require the prompt refund by COMPANY of any advance/deposit payments made by PURCHASER.

27. HEALTH AND SAFETY PROTOCOLS AND ASSUMPTION OF RISK

(a) PURCHASER and venue management shall implement and comply with health and safety protocols mandated by Executive Order of the Governor of the State of Mississippi related to the use and occupancy of the applicable venue, the operation of the Engagement(s) and/or any standards related to COVID-19 or other public health emergency (collectively, "Operational Protocols"). Operational Protocols shall be based on requirements imposed by such applicable Executive Order. Operational Protocols may include, without limitation, staggered arrival and departure times, temperature checks, pre-sanitization requirements, physical distancing, masks/face coverings, food & beverage service, and handling, and requiring persons developing or exhibiting symptoms to leave the venue.

(b) Without limitation of any of COMPANY's obligations herein, COMPANY shall comply, and ensure that COMPANY's and ARTIST's personnel comply, with all Operational Protocols. Notwithstanding implementation of the Operational Protocols, COMPANY, on behalf of itself and ARTIST, specifically acknowledges that an inherent risk of exposure to COVID-19 and other public health epidemics exists in any public place where people are present. COMPANY, ON BEHALF OF ITSELF, ITS PERSONNEL, ARTIST, AND ARTIST'S PERSONNEL, ACKNOWLEDGES THAT COMPANY, ARTIST, AND THEIR PERSONNEL VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID- 19 AND OTHER PUBLIC HEALTH EPIDEMICS FROM THE ENGAGEMENT.



Show Offer

Confirmed

Trevor Starnes / Southeast
2821 2nd Avenue South
Suite D, Birmingham, Alabama 35233

trevor@redmountainentertainment.com

EVENT: Jamey Johnson at Brandon Amphitheater (Brandon) - 2024

Venue: Brandon Amphitheater (Brandon)

Number of Shows: 1

City: Brandon, Mississippi

DATE: Thursday, June 27, 2024	Show Time 7:00 PM	Door Time 6:00 PM	Curfew	Age Restriction All Ages	On Sale Date April 19, 2024	On Sale Time 10:00 AM
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TALENT	Guarantee		Deal Terms
Jamey Johnson	\$83,500.00	vs 90.00 %	Guarantee inclusive of Artist Supplied Sound & Lights versus 90.00% of the gross box office receipts after deduction of approved fees, taxes (NBOR) and expenses.
Whitey Morgan	\$15,000.00	Flat	
Zandi Holup	\$1,500.00	Flat	
Total Talent Cost	\$100,000.00		

TICKET SCALING	Gross Capacity	Comps	Kills	Sellable Capacity	Price	Notes	Gross
P1	254	12	0	242	\$126.00		\$30,492.00
P2	434	20	0	414	\$100.50		\$41,607.00
P3	2,188	20	0	2,168	\$76.00		\$164,768.00
P4	1,479	50	0	1,429	\$56.00		\$80,024.00
P5	1,408	50	0	1,358	\$36.00		\$48,888.00
P6	1,263	20	0	1,243	\$26.00		\$32,318.00
Gross Potential (1)	7,026	172	0	6,854			\$398,097.00

FMF	7.0000 / ticket	\$47,978.00
Artist Add-On	1.0000 / ticket	\$6,854.00
Adjusted Gross Potential		\$343,265.00
Tax	7.0000 Primary Divider Tax	\$22,456.59
Net Gross Potential		\$320,808.41

EXPENSES	Rate	Total	Notes
Advertising		\$20,000.00	
ASCAP	0.5000 % of Net Gross	\$1,604.04	
Auto Rental Expense		\$500.00	2 vans
BMI	0.5000 % of Net Gross, including any VIP lift, and box/suite revenue	\$1,604.04	
Box Office Staff Expense		\$1,000.00	
Event Insurance Expense	0.7900 Per Drop Count	\$5,550.54	
Event Security Expense		\$8,500.00	
General Security		\$1,250.00	
GMR	0.1500 % of Net Gross	\$481.21	
House Staff		\$11,500.00	
Local Catering Expense		\$11,500.00	
Local Sound and Lights		\$20,000.00	
Medical Expense		\$1,500.00	
Police Expense		\$1,500.00	
Rent Expense		\$15,000.00	
Runner Expense		\$500.00	2 runners
SESAC	0.0320 % of Net Gross	\$102.66	
Stagehand Expense		\$17,500.00	
Towel & Laundry Expense		\$150.00	
Usher & Ticket Taker Expense		\$5,000.00	
Total Expenses		\$124,742.49	

MERCHANDISE

Merchandise	Venue	80.00 %/20.00 %
CD/DVD	Venue	90.00 %/10.00 %

SUMMARY

Net Gross Potential	\$320,808.41
Total Fixed Expenses	\$115,400.00
Total Variable Expenses	\$9,342.49
Total Artist Related Show Expenses	\$16,500.00
To Be Shared	\$179,565.92

EARNINGS POTENTIAL

Jamey Johnson Earnings	\$161,609.32
Total Artist Earnings	\$161,609.32

OFFER NOTES

This offer is submitted on behalf of a third-party entity (the "Purchaser") that is neither owned nor controlled by Live Nation or any Live Nation affiliate. The Purchaser is the sole purchaser of Artist's services for this engagement. Live Nation acts solely as the provider of booking services to Purchaser and not as a party to any contract for artist services in connection with this engagement. Please issue contracts in the name of the Purchaser.

A \$7 facility fee is included in the ticket price.

Request to flex from P1 into P2, if demand is warranted.

Request for Platinum with net receipts into gross.

VENUE NOTES

Radius Clause: 125 miles 90 days before and 30 days after show date

Purchaser: City of Brandon, Mississippi, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger – lynn@redmountaintertainment.com

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract.

Please be advised that this offer expires 14 days after the day it was submitted.

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract. The Agent shall not disburse deposit to Producer/Artist without expressed written permission of the City of Brandon, Mississippi, a Municipal Corporation. FINAL PAYMENT WILL NOT BE PAID UNTIL CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION RECEIVES A CONTRACT SIGNED BY PRODUCER/ARTIST OR THEIR AUTHORIZED REPRESENTATIVE CONSISTENT WITH THE TERMS OF THIS OFFER. ACCEPTANCE OF TERMS OF THIS OFFER MUST BE STATED ON FACE OF CONTRACT.

The City of Brandon shall implement only such COVID-19 protocols as mandated by Executive Order of the Governor of the State of Mississippi, as applicable.

Settlement will conform to the Performance Offer as confirmed.

Tickets held by the Producer/Artist or the Producer/Artist's representative for purchase shall not violate the terms of any ticketing agreement which the City of Brandon, Mississippi, a Municipal Corporation is signatory.

If the show runs beyond the agreed and specified time, the Producer/Artist is responsible for any costs including penalties or fines.

Should the Producer/Artist's rider or requirements cause the show costs to increase above the budget or reduce the sellable capacity, the offer/confirmation may be adjusted accordingly. The Producer/Artist's representative is responsible for advising of the number of trucks, the rider requirements, and other appropriate information and should costs increase, the fee will be adjusted accordingly.

Adjusted Gross Ticket Revenue, as used in the "percentage of gross" deals, is that ticket revenue, which is derived from the tickets sold, less any applicable sales, seat or entertainment tax, commission, insurance, and does not include a facility surcharge, arts or historic restoration fee, parking, charitable contribution paid with tickets purchase or approved discount. Unless otherwise agreed to by the parties, all ticket revenue from ticket auctions and VIP ticket package (less any service charges retained by the ticketing company) shall be part of the Adjusted Gross Ticket Revenue.

Net Ticket Revenue, as used in "percentage of net after show costs" deals, is that ticket revenue, which is derived from tickets sold, less deductions (which are listed above) and also less show costs.

Producer/Artist shall adhere to all laws, policies, rules, and regulations applicable to the Event.

The City of Brandon, Mississippi, a Municipal Corporation shall not be responsible for any loss or damage to any property of Producer/Artist or the Brandon Amphitheater resulting from fire, theft, or any other cause unless due to the negligence or willful misconduct of the City of Brandon, Mississippi, a Municipal Corporation. Nor shall the City of Brandon, Mississippi, a Municipal Corporation, be liable for any loss or damage to persons or property caused by Producer/Artist or their representatives and will not indemnify and hold Producer/Artist harmless from same. Notwithstanding any provision to the contrary the City of Brandon, Mississippi shall not be responsible for purchasing, providing and/or supplying alcoholic beverages to or for artist and/or artist personnel.

This offer may not be modified, altered, or amended except by a written instrument signed by both parties. In the event any terms of Producer/Artist's contract and/or contract rider arising from this offer conflicts with the terms of offer, the terms of this offer shall prevail. Future the doctrine of merger shall not apply.

In the event either Producer/Artist or their affiliates cancel any performance for any reason including, but not limited to a force majeure event, all deposits/monies shall be refunded to the City of Brandon, Mississippi, a Municipal Corporation. In the event the City of Brandon, Mississippi, a Municipal Corporation cancels the Producer/Artist's performance due to a force majeure event, including but not limited to the following: a) government ordered evacuations, b) flooding that prevents full use of venue and/or limits ingress or egress into surrounding area, c) a storm condition named by the National Weather Service (i.e. Tropical Depression, Hurricane, etc.) within 200 miles of venue within forty-eight (48) hours of the event, d) a tornado which the National Weather Service places the venue in its track on day of event, e) acts of terrorism, f) civic disobedience, g) a declaration of war, or h) governmental restriction, then Producer/Artist shall not receive any monies and shall promptly return City of Brandon, Mississippi, a Municipal Corporation any monies previously paid to Producer/Artist for said performance.

The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intent and purpose of this Offer.

The City of Brandon, Mississippi, a Municipal Corporation shall provide general liability insurance in the amount of Five Million Dollars (\$5,000,000.00) and shall name Producer/Artist as additional insured.

Producer/Artist shall provide general liability insurance in the amount of One Million (\$1,000,000.00) and shall name the City of Brandon, Mississippi, a Municipal Corporation and its officials, officers, employees, and agents as additional insured.

Please be advised that Red Mountain Entertainment, LLC is the authorized agent for the City of Brandon, Mississippi, a Municipal Corporation and is acting solely in this capacity. Any contract shall be issued in the name of Purchaser, the City of Brandon, Mississippi, a Municipal Corporation.

Producer and Artist acknowledge that Purchaser is a political subdivision of the State of Mississippi and is entitled to certain privileges, immunities, defenses, limitations of damages and other protections afforded governmental entities under the laws of the State of Mississippi in general and as provided in Section 11-46-1 et. seq. (1972 as amended) (The Mississippi Tort Claims Act) in particular, and that such privileges, immunities, defenses, limitation of damages and other protections cannot be waived by the Purchaser and are reserved and asserted herein in all respects, the terms of this agreement notwithstanding.

In the event Producer/Artist is appearing as a support act and the headline Producer/Artist cancels its appearance for any reason (justified or unjustified) any contract arising from this offer may be canceled by the City of Brandon, Mississippi, a Municipal Corporation in its sole discretion and in such event all deposits shall immediately be refunded.

Notwithstanding any provision to the contrary, in the event Producer/Artist is a Co-Headline Act and the other Co-Headline Act cancels its performance or fails to appear, the engagement shall be deemed cancelled and none of the parties shall have further liability to the other parties except that any deposit paid to either Co-Headline Act by the City of Brandon, Mississippi, a Municipal Corporation shall be refunded in full to the City of Brandon, Mississippi, a Municipal Corporation. Further all performances are subject to the terms and conditions of the Force Majeure clause set forth in the offer of the City of Brandon, Mississippi, a Municipal Corporation.

Supplies and services owned or provided by the City of Brandon, Mississippi, a Municipal Corporation, including but not limited to rent, spot lights, towels, tarps, telephone, ticket services, decorations and furniture will be provided for the Engagement at a charge pre-negotiated by and between the City of Brandon, Mississippi, a Municipal Corporation and Producer/Artist, which charge may include the City of Brandon, Mississippi, a Municipal Corporation's overhead or other charges in relations thereto, and such charge shall be charged at the agreed upon amount as a charge for the Engagement, Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation understand and agree that the settlement at the time of the Engagement is based on final bills, or estimated bills at the conclusion of the Engagement, the parties agree that the amount stipulated in the settlement signed by Producer/Artist's representative and by the City of Brandon, Mississippi, a Municipal Corporation, except as noted in writing at settlement, shall be final and binding as between Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation.

Producer/Artist will indemnify, hold harmless and defend the City of Brandon, Mississippi, a Municipal Corporation and its officials, officers, employees and agents from and against any action, claim, demand or liability, including reasonable attorneys' fees, to the extent such claim arises out of or is based upon the actions or omissions of Producer/Artist or its directors, officers,

employees, and agents in performing under this Agreement. The City of Brandon, Mississippi, a Municipal Corporation will have the right to participate in the defense of any such claim through counsel of its own choosing.

Any dispute arising from any contract issued as a result of this offer shall be controlled and subject to the laws of the State of Mississippi, the State of Mississippi's choice of law's provisions notwithstanding, and all parties consent to personal and subject matter jurisdiction in the appropriate state court in Rankin County, Mississippi, which state court shall have exclusive jurisdiction of any controversy between the parties.

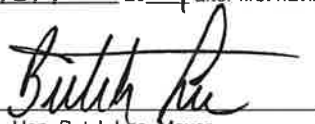
LIMITATION OF DAMAGES. THE CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION, SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOODWILL, REVENUE OR PROFIT, NOT FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT. MOREOVER, THE CITY OF BRANDON, MISSISSIPPI RELIES UPON AND INCORPORATES BY REFERENCE THE DAMAGE LIMITATIONS AS PROVIDED IN THE MISSISSIPPI TORT CLAIMS ACT.

THIS OFFER EXPIRES 14 DAYS AFTER THE DAY IT WAS SUBMITTED AND CAN BE RESCINDED ANY TIME PRIOR TO SUCH 14TH DAY BY VERBAL OR WRITTEN NOTIFICATION.

Offer ID: Evt-1846649

Printed: 4/29/2024 8:52:47 PM by Trevor Starnes

Executed on this 29 day of April, 2024, after first having been authorized to do so.

A handwritten signature in black ink, appearing to read "Butch Lee", is written over a horizontal line.

Hon. Butch Lee, Mayor
City of Brandon, MS



CREATIVE ARTISTS AGENCY
401 Commerce Street, Penthouse
Nashville, TN USA 37219
+1 615 383 8787

AGREEMENT made this ~~10th day of Jun, 2024~~ between 2007 Night Ranger, LLC (hereinafter referred to as "COMPANY"), furnishing the services of the artist(s) professionally known as Night Ranger (hereinafter referred to as "Artist") and City of Brandon, Mississippi, a Municipal Corporation (hereinafter referred to as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the COMPANY and the COMPANY hereby agrees to furnish the entertainment presentation hereinafter described, ~~upon all terms and conditions herein set forth.~~ **The attached Additional Terms and Conditions addendum is fully incorporated herein.**

DATE	LOCATION	VENUE	#SHOWS	SHOW TIME	ARTIST SET
Sun Aug 18, 2024	Brandon, MS	City Hall Live	1	7:30 PM	8:45 PM
DEAL TERMS:	32,500 USD Guarantee vs 85% of NBOR after expenses, whichever is greater; plus 5,000 USD for Artist-Supplied Production.				
Deposit(s) Due:	16,250 USD due 30 days prior to show date (on or before Jul 19, 2024). 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract. All payments shall be paid by certified check, money order, bank draft, wire transfer to Company as the payee, or cash. All deposits shall be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's ("CAA") client trust account on behalf of Company as the payee. While CAA will receive payment on behalf of Company, CAA is not the payee. If paying by check, please make payable to <u>2007 Night Ranger, LLC</u>. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Company, regardless of payments sent to CAA on behalf of Company, including but not limited to deposits. CAA will not pay any interest earned in connection with any deposit paid for the Engagement(s). Unless otherwise set forth above or on the contract face, BALANCE of guarantee, plus percentage payments, if any, and sound and lights payments, if any, to be paid by PURCHASER to ARTIST no later than prior to performance, evening of engagement. Balance of guarantee and any overage payments are made UPON performance (NOT before) WIRE TRANSFER SHOULD BE SENT TO: Bank USD wire information: City National Bank 400 N. Roxbury Drive, 4th FL. Beverly Hills, CA 90210 Attn: Mariam Zakian Creative Artists Agency - Client Trust Account Account #: 101-797-791 ABA #: 122016066 Swift code: CINAUS6L We do not accept ACH wires. NOTE: Please include the name of the Artist and date of Performance on all transfers. All transfer fees to be paid by remitter.				
Billing:	Artist to receive 100% Headline billing.				
Performance Length:	Artist to perform one approximately 75 - 90 minute set.				
Sound & Lights:	Purchaser to provide and pay for sound, lights and video, per Artist specifications. as a show expense and subject to advance				
Support Talent:	All Support Talent must be approved by Artist Management.				
Marketing:	Please have your marketing and ticketing team reach out to Ella Fernandez (ella.fernandez@caa.com) to set an announce/on sale timeline and to receive all approved assets, promotional materials and assets (photo/logo/bio) ahead of announcing. All marketing and ticketing related materials must be approved by Ella at least three (3) business days ahead of activation.				
Inclement Weather:	In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions.				
Additional Provisions:	Notwithstanding any provision to the contrary the City of Brandon, Mississippi shall not be responsible for purchasing, providing and/or supplying alcoholic beverages to or for artist and/or artist personnel. • Artist to receive 50 comps per show. • All show advancing goes through Ed Ripepi (Tour Manager), he can be reached via mobile: (216)407-1477 - or via e-mail: edripepi1125@gmail.com. • All Venue/Promoter requested Meet & Greets are suspended until further notice. If/when reinstated, they will be subject to Artist mgmt. approval and advance. This does not pertain to Night Ranger Fan Club and VIP information below. • Purchaser to provide and pay for a runner van for local ground transportation, per Artist specifications and advance. as a show expense and subject to advance • Purchaser to provide and pay for catering and hospitality, per Artist specifications and advance. as a show expense and subject to advance • No audio or video recording, live broadcasts or webcasts without prior written permission from Artist management. • Following Artist management approval, photo and video policy as follows: • PHOTO: First 3 songs, no flash, from the pit or soundboard. • VIDEO: First 30 seconds of first or last 3 songs. • Prior to any publishing and/or broadcast any/all photo and video pieces must be approved by Artist management. • Purchaser and venue agree to work with Please & Thank you to satisfy the Night Ranger fan club requests. If a fan club presale is going to be enabled for your show, it will be conducted on your local ticketing platform via a static				

	password. Please have your ticketing representative coordinate all necessary details with Jessica Sergent (jessica@please.co). • Purchaser and venue agree to work with Please & Thank you on all Night Ranger VIP M&G Packages/VIP Upgrades. Please have your ticketing representative coordinate all necessary details with Jessica Sergent (jessica@please.co). • Any questions regarding Night Ranger VIPs from venue patrons should be directed to contact help@please.co
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Merchandise: 80/20 soft, 90/10 hard - Artist sells

TICKET SCALING: Merchandise rates are after deduction of taxes, credit card fees and any Artist requested bootleg security costs.

Aug 18, 2024-8:45 PM (Public Event)	Total:	Kills:	Comps:	Sellable:		
Rows 1 - 5	210	0	0	210 @	100.00 USD	21,000.00 USD
P-1	468	0	25	443 @	75.00 USD	33,225.00 USD
P-2	658	0	25	633 @	55.00 USD	34,815.00 USD
P-3	176	0	25	151 @	45.00 USD	6,795.00 USD

Additional per ticket charges:	Cost:	Inc. in price:	Note: These charges do not apply to comps.
Facility Maintenance Fee	2.00 USD	yes	
Tax	7%	yes	

Capacity:	1,512	0	75	1,437	Gross Potential:	95,835.00 USD
					Facility Maintenance Fee:	(2,874.00 USD)
					Adj. Gross Potential:	92,961.00 USD
					Tax:	(6,081.56 USD)
					Net Potential:	86,879.44 USD

EXPENSES:

Aug 18, 2024-8:45 PM

Expense Name:	Estimate:	Rate:	Notes:
ASCAP:	434.40 USD	0.5% of 100% of NBOR	
Advertising:	3,500.00 USD		
Auto Rental Expenses:	200.00 USD		
BMI:	434.40 USD	0.5% of 100% of NBOR	
Box Office Staffing:	200.00 USD		
Catering:	2,000.00 USD		
Clean-up:	1,800.00 USD		
GMR:	130.32 USD	0.15% of 100% of NBOR	
Insurance:	1,194.48 USD	0.79 USD per attendee with comps	
Medical:	450.00 USD		
Police:	300.00 USD		
Rent:	2,000.00 USD		
Runners:	250.00 USD		
SESAC:	27.80 USD	0.032% of 100% of NBOR	
Security:	1,750.00 USD		
Sound & Lights - Local:	7,500.00 USD		
Stagehands:	3,000.00 USD		
Towels:	50.00 USD		
Ushers:	500.00 USD		

Total Estimated Expenses: 25,721.39 USD

In the event that actual expenses for the Engagement exceed the expenses set forth above, the guarantee due COMPANY set forth in this Agreement will not be decreased. However, in the event that COMPANY's consideration is based on receipts from the Engagement and actual expenses are less than those set forth above, PURCHASER will use actual expense amounts for settlement purposes. Notwithstanding the foregoing, the parties acknowledge and agree that neither the "house nut" nor the primary liability insurance per head charge are subject to such an "actual expense" adjustment at settlement as those amounts are fixed as set forth in the confirmed offer and in this Agreement.

ALL RIDER REQUIREMENTS ARE SUBJECT TO ADVANCE WITH THE PRODUCTION MANAGER AND THE FACILITY'S CAPABILITIES.

- ~~Attached riders are made a part hereof.~~
- If Artist is headlining this engagement: "All support talent is subject to Artist approval."
- The engagement shall not be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Company relating to and permitting such recording, reproduction, or transmission.

For the avoidance of doubt, photographs or recordings made with so-called "smart phones" or other mobile phones or consumer cameras shall be excluded from this prohibition.

The attached Additional Terms and Conditions addendum is fully incorporated herein.

Signed: _____ (ARTIST/COMPANY)

COMPANY: 2007 Night Ranger, LLC - PO Box 2063, Sonoma, CA 95476

Signed: _____ (PURCHASER)

PURCHASER: City of Brandon, Mississippi, a Municipal Corporation, by Butch
Lee - 1000 Municipal Dr, Brandon, MS 39042-2972

BA: Katie Germano

Booking #: 976680

Send To: Alex Colee - ~~Red Mountain Entertainment, LLC~~ ^{Live Nation Worldwide, Inc.} 2821 2nd Ave S, Ste D, Birmingham, AL 35233-2840; +1 205-868-3197
Lynn Weinberger - ~~Red Mountain Entertainment, LLC~~ ^{Live Nation Worldwide, Inc.} 2821 2nd Ave S, Ste D, Birmingham, AL 35233-2840; +1 205-266-4666

**ADDITIONAL TERMS AND CONDITIONS BETWEEN PURCHASER AND
COMPANY F/S/O ARTIST**

1. LOCAL RESPONSIBILITIES

(a) PURCHASER agrees to furnish, as show expenses based on a mutually pre-approved budget, all that is necessary for the proper presentation of the ARTIST performance(s) hereunder, and any rehearsals therefor, including, but not limited to:

(i) Local equipment, materials, labor, licenses and permits, including, but not limited to, a suitable venue (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by COMPANY, a public address system in good working condition (including microphone(s) in number and quality as required by COMPANY), and comfortable, well-lit dressing rooms;

(ii) All local stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the ARTIST's performance(s), including, but not limited to, scenery, properties and baggage;

(iii) Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the ARTIST's performance(s), and any rehearsals therefor; provided, however, that COMPANY shall have the right to name such musical contractor and to approve such musicians;

(iv) All local lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and industry standard security, ushers, ticket sellers for advance or single sales (wherever such sales take place) and ticket takers;

(v) Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity as show expenses.

(b) PURCHASER agrees to use reasonable efforts to provide a safe environment for the ARTIST performance(s) hereunder, including, but not limited to, with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the ARTIST's performance(s) and all persons and equipment are reasonably free from dangerous adverse weather and other dangerous conditions, situation and events ("Adverse Conditions"). As solely between the parties hereto, to the extent permitted by Mississippi law, COMPANY and ARTIST shall not have any liability to PURCHASER for any damage or injury caused by such Adverse Conditions, except to the extent that any damage or injury arises out of the negligence or willful misconduct of COMPANY, ARTIST or their respective agents or employees.

(c) PURCHASER agrees to pay all applicable amusement and sales taxes, as a deduction from gross box office receipts.

(d) PURCHASER shall ensure compliance with all applicable laws and regulations applicable to PURCHASER's presentation of ARTIST's performance, including, without limitation, those concerning public health and safety, licensing, insurance, hygiene, fire, access, egress and security.

2. PRODUCTION & CREATIVE CONTROL

(a) COMPANY shall have the sole, exclusive creative control over the production and presentation of ARTIST's performance hereunder, including, but not limited to, the details, means and methods of the ARTIST's performance(s) and changes in ARTIST's performing personnel.

(b) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those mutually pre-approved by the parties or the headliner will appear on or in connection with ARTIST's performance(s) hereunder. PURCHASER agrees to contract with and pay for all mutually approved supporting acts, as show expenses.

(c) PURCHASER agrees to promptly comply with COMPANY's or the headliner's directions as to stage settings for the ARTIST's performance(s) hereunder. It is understood that no stage seats are to be sold or used without COMPANY's or the headliner's prior written consent.

3. BILLING

(a) ARTIST shall receive billing in such order, form, size and prominence as directed by COMPANY or headliner in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, house boards and announcements.

(b) PURCHASER shall only use ARTIST's name and pre-approved voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of ARTIST's performance hereunder.

(c) PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of ARTIST's use of any product or service. No corporate or product/service name or logo shall be included in any such advertising and publicity without COMPANY's prior, written approval in each instance.

(d) Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of COMPANY.

(e) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without COMPANY's prior, written consent, which shall be given or withheld in COMPANY's sole discretion.

4. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors), to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performance(s) hereunder (or any part

thereof) and/or ARTIST and/or COMPANY's personnel at any time during the Engagement. For sake of clarity, the use of mobile phones by audience members to record any portion of ARTIST's performance, shall not be deemed a violation of the terms of this paragraph.

5. ANCILLARY RIGHTS

PURCHASER and/or its affiliated entities, due to a larger overall relationship with a vendor such as an agreement to provide a certain number of shows to a venue or contractor, may be entitled to receive certain payments, volume rebates or other discounts which will not be included in settlement with COMPANY/ARTIST. Income and receipts from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, risk reward relationship from venue co-promotions (such as, by way of example only, any agreements or arrangements pursuant to which PURCHASER and a venue may share or allocate between themselves any source(s) of revenue including rent or expense otherwise payable to or by only one of them) and PURCHASER's or a co-promoter's sponsorships will not be included in settlement (provided, only, that such sponsorships are not solely and specifically related to ARTIST's performance). The venue rental charges included in settlement may be traded by Facilities for a co-promotion interest and not actually invoiced to and paid by PURCHASER. COMPANY/ARTIST will not be responsible for any shortfalls or penalties in such relationships. Services or supplies may be provided by PURCHASER's affiliates on an arms-length basis at rates pre-negotiated between the parties hereto for inclusion in settlement.

6. FINANCIAL SETTLEMENT

(a) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise COMPANY, or COMPANY's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.

(b) In the event the payment to COMPANY shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to COMPANY a certified statement of the gross receipts of each performance within two (2) hours following such performance. COMPANY shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement. In the event that the payment of COMPANY's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses with the exception of promoter liability insurance charge and house nut, if any, or they shall not be included as an expense of the Engagement.

(c) Unless otherwise provided herein, ARTIST'S booking agency will hold all deposits in United States Dollar accounts.

7. TICKETS

(a) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from COMPANY or ARTIST's booking agency on COMPANY's behalf. ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE MUTUALLY AGREED UPON PRICE, EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX, NOR SHALL MORE TICKETS

THAN THE MUTUALLY AGREED UPON NUMBER BE SOLD WITHOUT COMPANY'S PRIOR APPROVAL.

(b) If ticket price scaling shall be varied in any respect other than mutually approved dynamic ticket pricing, the percentage of compensation payable to COMPANY shall be based upon the actual number of tickets sold and whichever of the following is more favorable to COMPANY: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement. PURCHASER will not distribute or provide comp tickets without COMPANY's prior approval.

(c) COMPANY's representatives shall have the right to inspect ticket tracks and all box office and other records with respect to such manifested receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. COMPANY's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder. PURCHASER will deliver to COMPANY a certified statement of the gross box office receipts of each such performance within two (2) hours following ARTIST's performance. COMPANY will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of ARTIST's performance(s) upon reasonable notice on or before the date two (2) years after the performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.

(d) There shall be no dynamic ticket pricing or secondary ticket sales unless mutually agreed upon by COMPANY and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing or secondary ticket sales all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential, additional ticketing charges (if any), and distribution channels. All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to COMPANY to evidence compliance with the foregoing.

8. SPONSORSHIP

(a) To the extent that Purchaser obtains or secures any sponsorships specific to this Engagement, the following conditions shall apply: (i) sponsorship shall not be used directly or indirectly to suggest that ARTIST, or any member thereof, endorses, uses or otherwise is associated with the products or services of any sponsor(s); (ii) banners or other signage shall not be located on, above, or near the stage; and (iii) ARTIST shall retain creative approval over the stage. PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of COMPANY.

(b) Notwithstanding the foregoing, ARTIST/COMPANY shall have the right to secure sponsorship agreements in connection with the Engagement subject to the headline artist's prior approval and provided that fulfillment of any such sponsorship agreement terms shall be at COMPANY's sole cost and shall be subject to (a) PURCHASER's and the venue's approval, not to be unreasonably withheld, and (b) existing venue sponsorships.

9. MERCHANDISING

COMPANY shall have the exclusive right to sell ARTIST-related souvenir programs, photographs, records and any and all other types of ARTIST-related merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of the Engagement, subject however, to concessionaire's requirements, if any, as specified in this Agreement. Revenue therefrom, after deduction of taxes, credit card fees, and concessionaire's fees, will be paid by the concessionaire to (or retained by) COMPANY.

10. FORCE MAJEURE

A "Force Majeure Event" shall mean any condition or circumstance, beyond either party's reasonable control, that renders performance of the Engagement impossible, impracticable, unfeasible or unsafe. Force Majeure Events shall include, **without limitation**: (i) death, illness of, or injury to, ARTIST, a member of ARTIST's stage performers, any of ARTIST's key tour personnel, or a member of ARTIST's immediate family; (ii) theft, loss, destruction, or breakdown of instruments or equipment owned or leased by COMPANY or ARTIST; (iii) act of God; (iv) legitimate threat(s) or act(s) of terrorism; (v) riot(s) or other form(s) of civil disorder in, around, or near the Engagement venue; (vi) strike, lockout, or other forms of labor difficulties; (vii) fire; (viii) act, order, rule, or regulation of any court, government agency, or public authority including any act, order, rule, or regulation of any court, government agency, or public authority that materially reduces or restricts venue capacity and/or operations; (ix) absence of power or other essential services and/or failure of technical facilities; and (x) failure or delay of transportation. If a Force Majeure Event occurs: (i) the parties' respective obligations hereunder will be excused fully, without any additional obligation except as provided herein, (ii) there shall be no claim for damages or expenses by either party, and each party shall bear its own costs incurred in connection with the Engagement; and (iii) COMPANY shall promptly return any and all advance and/or deposit payments made by PURCHASER hereunder. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to COMPANY for the payment provided for herein solely in the event that PURCHASER refuses or neglects to issue any refunds to attendees in connection with any Force Majeure Event that results in cancellation of the engagement. For clarification purposes, PURCHASER agrees that inclement weather shall not be deemed a Force Majeure Event and PURCHASER shall remain liable for full payment to COMPANY of the Guarantee plus all other compensation due hereunder if the performance(s) is prevented by such weather conditions, provided, however, should such weather conditions be so severe or threatening as to render a declaration by the applicable public authority that conditions threaten public safety, then such weather conditions shall be deemed a Force Majeure Event as contemplated hereunder.

11. DEFAULT AND BREACH

(a) To the extent provided by Mississippi law, in the event that PURCHASER fails to fully perform any of its material obligations hereunder, including without limitation, timely payment of any deposit or advance amounts, then after reasonable opportunity to cure, COMPANY shall have the following rights, without prejudice to any other rights or remedies available at law or otherwise: (i) to terminate this Agreement without any further obligation hereunder; (ii) to retain any amounts theretofore paid by PURCHASER; and (iii) to receive prompt payment of the full Guarantee or remaining unpaid balance thereof, and any additional compensation due hereunder.

(b) In the event that COMPANY refuses to fully perform any of its material obligations hereunder, then, after reasonable opportunity to cure, PURCHASER shall have the following rights, without prejudice to any other rights or remedies available at law or otherwise: (i) to terminate this Agreement without any further obligation hereunder; (ii) to receive prompt repayment of any and all deposit and/or advance amounts theretofore paid by PURCHASER; and (iii) to receive prompt reimbursement of any and all third party non-refundable out-of-pocket costs and expenses incurred

by PURCHASER and substantiated by documentation and receipts in connection with the Engagement.

12. INDEMNIFICATION

(a) Intentionally omitted.

(b) Intentionally omitted.

13. INSURANCE

(a) PURCHASER is a Mississippi municipality and is a member of the Mississippi Municipal Liability Plan ("Plan") and shall maintain its membership in the Plan from the date hereof through completion of the Engagement and shall maintain general liability limits of Five Hundred Thousand US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. PURCHASER'S commercial general liability plan shall be deemed to be primary for all matters arising out of PURCHASER'S fulfillment of its obligations related to this Agreement. PURCHASER does not possess a liquor license. To the extent beer, light wine and/or alcoholic beverages are served at the Engagement, the sale and service of the same shall be subject to an agreement with a third-party concessionaire which shall require such third-party concessionaire serving the same to maintain general liability insurance including liquor liability coverage in the minimum combined bodily injury and property damage liability limits of Five Million US Dollars (US \$5,000,000) per occurrence.

(b) COMPANY shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance (including a contractual liability endorsement) with per occurrence limits of not less than Five Hundred Thousand US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. COMPANY'S commercial general liability insurance shall be deemed to be primary for all matters arising out of COMPANY's fulfillment of its obligations related to, and ARTIST's performance of, the Engagement.

(c) All of the above referenced insurance policies shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus. Such insurance policies shall contain a waiver(s) of subrogation with respect to the other party hereto and shall provide that the coverage thereunder may not be materially changed, reduced, or canceled unless thirty (30) days prior written notice thereof is furnished to the other party hereto. Each party shall furnish the other with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above.

14. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party

shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPANY AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF COMPANY OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Mississippi without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be brought in the appropriate State court in Rankin County, Mississippi. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Engagement(s) or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

16. NATIONAL AND INTERNATIONAL COMPLIANCE

(a) PURCHASER shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at PURCHASER's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(b) PURCHASER represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the

U.K. Export Control Organization's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both COMPANY and ARTIST's booking agency immediately in writing of any change in ownership or control that might violate this Section of the Agreement. COMPANY or ARTIST's booking agency may terminate this Agreement upon providing written notice of termination to Purchaser, if COMPANY or ARTIST's booking agency's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by ARTIST's booking agency or COMPANY, result in non-compliance with any laws, rules and regulations applicable to COMPANY or ARTIST's booking agency.

17. MISCELLANEOUS

(a) This constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(b) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(c) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(d) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make COMPANY and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. The terms "COMPANY", "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders. PURCHASER and COMPANY have both signed this Agreement as independent contractors and neither has signed as an employee of the other.

(e) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this Agreement.

18. WITHHOLDING TAXES

Purchaser shall be entitled to deduct and withhold from any payments due to COMPANY and/or ARTIST any and all income and/or withholding taxes or other amounts legally required to be withheld by applicable national, state, local or other taxing or revenue authority.

19. COVID PROVISION

Purchaser will implement such COVID-19 safety and social distancing protocols mandated by any applicable governmental authority in connection with conducting the engagement.

20. FIREARMS PROVISION

Purchaser shall, at its own cost and expense, conduct an advance weapons check for any person entering or re-entering the venue premises, either by wand or magnetometer, and is required to ensure security personnel check all bags brought in. Any person found carrying a firearm or weapon in violation of applicable law will not be permitted entrance.



Show Offer

Confirmed

Alex Colee / Red Mountain
2821 2nd Avenue South, Suite D, Birmingham, Alabama 35233
(205) 8683197
alexcolee@livenation.com

EVENT: Night Ranger at City Hall Live (Brandon) - 2024						Venue: City Hall Live (Brandon)	
Number of Shows: 1						City: Brandon, Mississippi	
DATE:	Show Time	Door Time	Curfew	Age Restriction	On Sale Date	On Sale Time	
Sunday, August 18, 2024	7:30 PM	6:30 PM		All Ages	June 07, 2024	10:00 AM	

TALENT	Guarantee		Deal Terms
Night Ranger	\$32,500.00	vs 85.00 %	Guarantee versus 85.00% of the gross box office receipts after deduction of approved fees, taxes (NBOR) and expenses.
Sound & Lights	\$5,000.00		
Total Talent Cost	\$37,500.00		

TICKET SCALING	Gross Capacity	Comps	Kills	Sellable Capacity	Price	Notes	Gross
Rows 1 - 5	210	0	0	210	\$100.00	25 artist	\$21,000.00
P1	468	25	0	443	\$75.00		\$33,225.00
P2	658	25	0	633	\$55.00		\$34,815.00
P3	176	25	0	151	\$45.00		\$6,795.00
Gross Potential (1)	1512	75	0	1437			\$95,835.00
FMF/Venue Charge					2.0000 / ticket		\$2,874.00
Adjusted Gross Potential							\$92,961.00
Tax					7.0000 Secondary Divider Tax		\$6,081.56
Net Gross Potential							\$86,879.44

EXPENSES	Rate	Total	Notes
Advertising		\$3,500.00	
ASCAP	0.5000 % of Net Gross	\$434.40	
Auto Rental Expense		\$200.00	
BMI	0.5000 % of Net Gross, including any VIP lift, and box/suite revenue	\$434.40	
Box Office Staff Expense		\$200.00	
Clean Up Expense		\$1,800.00	
Event Insurance Expense	0.7900 Per Drop Count	\$1,194.48	
Event Security Expense		\$1,750.00	
GMR	0.1500 % of Net Gross	\$130.32	
Lights & Sound Expense		\$7,500.00	
Local Catering Expense		\$2,000.00	
Medical Expense		\$450.00	
Police Expense		\$300.00	
Rent Expense		\$2,000.00	
Runner Expense		\$250.00	
SESAC	0.0320 % of Net Gross	\$27.80	
Stagehand Expense		\$3,000.00	
Towel & Laundry Expense		\$50.00	
Usher & Ticket Taker Expense		\$500.00	
Total Expenses		\$25,721.40	

MERCHANDISE		
Merchandise	Artist	80.00 %/20.00 %
CD/DVD	Artist	90.00 %/10.00 %

SUMMARY	
Net Gross Potential	\$86,879.44
Total Fixed Expenses	\$23,500.00
Total Variable Expenses	\$2,221.40
Total Artist Related Show Expenses	\$5,000.00
To Be Shared	\$56,158.04

EARNINGS POTENTIAL	
Night Ranger Earnings	\$47,734.34
Total Artist Earnings	\$47,734.34

OFFER NOTES

This offer is submitted on behalf of a third-party entity (the "Purchaser") that is neither owned nor controlled by Live Nation or any Live Nation affiliate. The Purchaser is the sole purchaser of Artist's services for this engagement. Live Nation acts solely as the provider of booking services to Purchaser and not as a party to any contract for artist services in connection with this engagement. Please issue contracts in the name of the Purchaser.

\$2 facility fee included in each ticket.

Radius Clause: 125 miles 90 days before and 30 days after show date.

Purchaser: City of Brandon, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger - lynn@redmountaintertainment.com

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract

VENUE NOTES

Radius Clause: 125 miles 90 days before and 30 days after show date

Purchaser: City of Brandon, Mississippi, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger – lynn@redmountaintertainment.com

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract.

Please be advised that this offer expires 14 days after the day it was submitted.

Deposit: 50% deposit due thirty (30) days prior to the event to the agency, contingent upon City receiving a mutually executed contract. The Agent shall not disburse deposit to Producer/Artist without expressed written permission of the City of Brandon, Mississippi, a Municipal Corporation. FINAL PAYMENT WILL NOT BE PAID UNTIL CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION RECEIVES A CONTRACT SIGNED BY PRODUCER/ARTIST OR THEIR AUTHORIZED REPRESENTATIVE CONSISTENT WITH THE TERMS OF THIS OFFER. ACCEPTANCE OF TERMS OF THIS OFFER MUST BE STATED ON FACE OF CONTRACT.

The City of Brandon shall implement only such COVID-19 protocols as mandated by Executive Order of the Governor of the State of Mississippi, as applicable.

Settlement will conform to the Performance Offer as confirmed.

Tickets held by the Producer/Artist or the Producer/Artist's representative for purchase shall not violate the terms of any ticketing agreement which the City of Brandon, Mississippi, a Municipal Corporation is signatory.

If the show runs beyond the agreed and specified time, the Producer/Artist is responsible for any costs including penalties or fines.

Should the Producer/Artist's rider or requirements cause the show costs to increase above the budget or reduce the sellable capacity, the offer/confirmation may be adjusted accordingly. The Producer/Artist's representative is responsible for advising of the number of trucks, the rider requirements, and other appropriate information and should costs increase, the fee will be adjusted accordingly.

Adjusted Gross Ticket Revenue, as used in the "percentage of gross" deals, is that ticket revenue which is derived from the tickets sold, less any applicable sales, seat or entertainment tax, commission, insurance, and does not include a facility surcharge, arts or historic restoration fee, parking, charitable contribution paid with tickets purchase or approved discount. Unless otherwise agreed to by the parties, all ticket revenue from ticket auctions and VIP ticket package (less any service charges retained by the ticketing company) shall be part of the Adjusted Gross Ticket Revenue.

Net Ticket Revenue, as used in "percentage of net after show costs" deals, is that ticket revenue, which is derived from tickets sold, less deductions (which are listed above) and also less show costs.

Producer/Artist shall adhere to all laws, policies, rules, and regulations applicable to the Event.

The City of Brandon, Mississippi, a Municipal Corporation shall not be responsible for any loss or damage to any property of Producer/Artist or City Hall Live resulting from fire, theft, or any other cause unless due to the negligence or willful misconduct of the City of Brandon, Mississippi, a Municipal Corporation. Nor shall the City of Brandon, Mississippi, a Municipal Corporation, be liable for any loss or damage to persons or property caused by Producer/Artist or their representatives and will not indemnify and hold Producer/Artist harmless from same.

This offer may not be modified, altered or amended except by a written instrument signed by both parties. In the event any terms of Producer/Artist's contract and/or contract rider arising from this offer conflicts with the terms of offer, the terms of this offer shall prevail. Future the doctrine of merger shall not apply.

In the event either Producer/Artist or their affiliates cancel any performance for any reason including, but not limited to a force majeure event, all deposits/monies shall be refunded to the City of Brandon, Mississippi, a Municipal Corporation. In the event the City of Brandon, Mississippi, a Municipal Corporation cancels the Producer/Artist's performance due to a force majeure event, including but not limited to the following: a) government ordered evacuations, b) flooding that prevents full use of venue and/or limits ingress or egress into surrounding area, c) a storm condition named by the National Weather Service (i.e. Tropical Depression, Hurricane, etc.) within 200 miles of venue within forty-eight (48) hours of the event, d) a tornado which the National Weather Service places the venue in its track on day of event, e) acts of terrorism, f) civic disobedience, g) a declaration of war, or h) governmental restriction, then Producer/Artist shall not receive any monies and shall promptly return City of Brandon, Mississippi, a Municipal Corporation any monies previously paid to Producer/Artist for said performance.

The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intent and purpose of this Offer.

The City of Brandon, Mississippi, a Municipal Corporation is a member of the Mississippi Municipal Liability Plan and shall provide general liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) and shall name Producer/Artist as additional insured.

Producer/Artist shall provide general liability insurance in the amount of Five Hundred Thousand (\$500,000.00) and shall name the City of Brandon, Mississippi, a Municipal Corporation and its officials, officers, employees, and agents as additional insured.

Please be advised that Red Mountain Entertainment, LLC is the authorized agent for the City of Brandon, Mississippi, a Municipal Corporation and is acting solely in this capacity. Any contract shall be issued in the name of Purchaser, the City of Brandon, Mississippi, a Municipal Corporation.

The City of Brandon, Mississippi, a Municipal Corporation is a political subdivision of the State of Mississippi and is entitled to certain privileges, immunities, defenses, limitations of damages and other protections afforded governmental entities under the laws of the State of Mississippi in general and as provided in Section 11-46-1 et. seq. (1972 as amended) (The Mississippi Tort Claims Act) in particular, and that such privileges, immunities, defenses, limitation of damages and other protections cannot be waived by the Purchaser and are reserved and asserted herein in all respects, the terms of this agreement notwithstanding.

Notwithstanding any provision to the contrary the City of Brandon, Mississippi shall not be responsible for purchasing, providing and/or supplying alcoholic beverages to or for artist and/or artist personnel.

In the event Producer/Artist is appearing as a support act and the headline Producer/Artist cancels its appearance for any reason (justified or unjustified) any contract arising from this offer may be canceled by the City of Brandon, Mississippi, a Municipal Corporation in its sole discretion and in such event all deposits shall immediately be refunded.

Notwithstanding any provision to the contrary, in the event Producer/Artist is a Co-Headline Act and the other Co-Headline Act cancels its performance or fails to appear, the engagement shall be deemed cancelled and none of the parties shall have further liability to the other parties except that any deposit paid to either Co-Headline Act by the City of Brandon, Mississippi, a Municipal Corporation shall be refunded in full to the City of Brandon, Mississippi, a Municipal Corporation. Further all performances are subject to the terms and conditions of the Force Majeure clause set forth in the offer of the City of Brandon, Mississippi, a Municipal Corporation.

Supplies and services owned or provided by the City of Brandon, Mississippi, a Municipal Corporation, including but not limited to rent, spot lights, towels, tarps, telephone, ticket services, decorations and furniture will be provided for the Engagement at a charge pre-negotiated by and between the City of Brandon, Mississippi, a Municipal Corporation and Producer/Artist, which charge may include the City of Brandon, Mississippi, a Municipal Corporation's overhead or other charges in relations thereto, and such charge shall be charged at the agreed upon amount as a charge for the Engagement, Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation understand and agree that the settlement at the time of the Engagement is based on final bills, or estimated bills at the conclusion of the Engagement, the parties agree that the amount stipulated in the settlement signed by Producer/Artist's representative and by the City of Brandon, Mississippi, a Municipal Corporation, except as noted in writing at settlement, shall be final and binding as between Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation.

Producer/Artist will indemnify, hold harmless and defend the City of Brandon, Mississippi, a Municipal Corporation and its officials, officers, employees and agents from and against any action,

claim, demand or liability, including reasonable attorneys’ fees, to the extent such claim arises out of or is based upon the actions or omissions of Producer/Artist or its directors, officers, employees, and agents in performing under this Agreement. The City of Brandon, Mississippi, a Municipal Corporation will have the right to participate in the defense of any such claim through counsel of its own choosing.

Any dispute arising from any contract issued as a result of this offer shall be controlled and subject to the laws of the State of Mississippi, the State of Mississippi’s choice of law’s provisions notwithstanding, and all parties consent to personal and subject matter jurisdiction in the appropriate state court in Rankin County, Mississippi, which state court shall have exclusive jurisdiction of any controversy between the parties.

LIMITATION OF DAMAGES. THE CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION, SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOODWILL, REVENUE OR PROFIT, NOT FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT. MOREOVER, THE CITY OF BRANDON, MISSISSIPPI RELIES UPON AND INCORPORATES BY REFERENCE THE DAMAGE LIMITATIONS AS PROVIDED IN THE MISSISSIPPI TORT CLAIMS ACT.

THIS OFFER EXPIRES 14 DAYS AFTER THE DAY IT WAS SUBMITTED AND CAN BE RESCINDED ANY TIME PRIOR TO SUCH 14TH DAY BY VERBAL OR WRITTEN NOTIFICATION.

Offer ID: Evt-1899241

Printed: 6/11/2024 5:17:58 PM by Integration User



Agreement made this date, ~~May 28, 2024~~ by and between **Frank Foster Music, LLC** (hereinafter referred to as Artist) and **City of Brandon, a Municipal Corporation** (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement ~~upon all the terms and conditions hereinafter set forth:~~ **The attached Additional Terms and Conditions addendum is fully incorporated herein.**

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" ~~subject to all of the Terms and Conditions herein set forth.~~

Artist Frank Foster
Date Friday, October 18, 2024
Venue City Hall Live 1000 Municipal Dr, Brandon, MS, 39042, United States

1. Deal Terms

the gross box office receipts after deduction of approved fees, taxes

The Purchaser hereby agrees to pay Artist **\$ 12,500.00 versus 85% of NBOR after expenses, whichever is greater**, for the Performance(s).

Notwithstanding any provision to the contrary the City of Brandon, Mississippi shall not be responsible for purchasing, providing and/or supplying alcoholic beverages to or for artist and/or artist personnel.

2. Additional Terms

as a show expense and subject to advance, local

Purchaser to provide and pay for high quality Sound and Lights per Artist specifications.

as a show expense and subject to advance

Purchaser to provide and pay for catering per Artist requirements.

as a show expense and subject to advance

Purchaser to provide and pay for a day of show runner.

The City of Brandon shall implement only such COVID-19 protocols as mandated by Executive Order of the Governor of the State of Mississippi, as applicable.

Merch Rate: 100% on all, Artist sells - Artist to pay a \$500.00 cash buyout on day of show.

Company and Artist acknowledge that Purchaser is a political subdivision of the State of Mississippi and is entitled to certain privileges, immunities, defenses, limitations of damages and other protections afforded governmental entities under the laws of the State of Mississippi in general and as provided in Section 11-46-1 et. seq. (1972 as amended) (The Mississippi Tort Claims Act) in particular, and that such privileges, immunities, defenses, limitation of damages and other protections cannot be waived by the Purchaser and are reserved and asserted herein in all respects, the terms of this agreement notwithstanding.

3. Event Details

Venue Capacity	1750
Talent Buyer	Trevor Starnes trevor@redmountainentertainment.com 205-868-3185
Production Contact	TrevorStarnes@LiveNation.com
Marketing Contact	
Billing	100% Headline
Minimum Age	All Ages
Performance Length	75-90 Minutes
Additional Acts	TBD Artist Approved Support
Radius Restrictions	Artist will not publicly perform without consent from Purchaser within 125 miles, 90 days prior to

	or 30 days after the event.	
Merch	Hard: 100% Soft: 100% Artist to pay a mutually agreeable cash buyout amount to obtain 100% merch rate - Artist sells	
Announcement	Tuesday, June 11, 2024	
On Sale	Friday, June 14, 2024	
Schedule	6:00 PM 7:00 PM	Doors Show

4. Payment Schedule

Payments for the Performance(s) are to be paid on the following payment schedule. Additional transaction fees may apply.

Deposit	50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract. ** due 9/17/24	\$ 6,250.00
Balance	due on site UPON PERFORMANCE	\$ 6,250.00 + Backend

Deposit: To be paid to Reliant Talent Agency, LLC. Payment to be made by Wire Transfer, ACH Bank Transfer or Check.

Balance: To be made payable to Frank Foster Music, LLC. Method of payment to be advanced with Artist.

Reliant Talent Agency Wire Info:

Account Name: Reliant Talent Agency, LLC
Bank: ServisFirst Bank
Bank Address: 401 Meridian Street, Suite 100 - Huntsville, AL 35801
Account #: 5001187573
Routing #: 062006505

Reliant Talent Agency Check Info:

Make check payable to: Reliant Talent Agency, LLC
Mailing Address:
2909 Poston Ave, Suite 200
Nashville, TN 37203

~~Contract Due: June 28, 2024~~

5. Ticket Scaling

Tier	Total	Comps/Kills	Price	Total
ADV GA	1750	0	\$ 25.00	\$ 43,750.00
DOS GA	0	0	\$ 30.00	\$ 0.00
Total	1750	0		

Gross Potential \$ 43,750.00

Net Potential \$ 37,616.82

Ticketing Fees

Facility	\$ 2.00	-\$ 3,500.00
Maintenance Fee		
Tax	7%	-\$ 2,633.18

Ticketing Notes:

6. Approved Production Expenses

The following expenses must be reviewed and approved by the Artist.

EXPENSES			
Support		\$ 500.00	TBD Artist Approved
Advertising		\$ 3,750.00	
ASCAP		\$ 188.08	
Auto Rental		\$ 250.00	
BMI		\$ 188.08	
Box Office Staff		\$ 200.00	
Clean Up		\$ 1,800.00	
Insurance		\$ 1,382.50	
Security		\$ 1,750.00	
GMR		\$ 56.43	
Sound & Lights		\$ 7,850.00	
Catering		\$ 650.00	
Medical		\$ 450.00	
Police		\$ 300.00	
Rent		\$ 2,000.00	
Runner		\$ 250.00	
SESAC		\$ 12.04	
Stagehands		\$ 4,000.00	
Towels		\$ 50.00	
TOTAL EXPENSES		DEAL CALCULATIONS	
Fixed Expenses	\$ 23,800.00	Net Potential	\$ 37,616.82
Variable Expenses	\$ 1,827.13	Total Est. Expenses	\$ 25,627.13
Promoter Profit	\$ 0.00	Amount to Split	\$ 11,989.69
Split Point	\$ 25,627.13	Walkout Potential	\$ 12,500.00

The attached Additional Terms and Conditions addendum is fully incorporated herein.

7. Artist's Compensation

If payment to Artist is based in whole or in part on receipts from Artist's engagement hereunder, Purchaser shall first apply any and all receipts derived from Artist's engagement toward the payments required to be made by Purchaser hereunder. Purchaser agrees to provide Artist or Artist's representative with a certified statement of the gross receipts of Artist's engagement within two (2) hours following Artist's engagement. Artist may have a representative present at the box office who shall have access to Purchaser's box office records relating to Artist's engagement. Artist's compensation shall be paid to Artist without any deductions for taxes, fees, levies or union dues whatsoever, all of which shall be the sole responsibility of Purchaser.

8. Balance of Guarantee

The balance of the Guarantee shall be paid to Artist via bank wire no later than the scheduled engagement date if Purchaser fails to present the engagement.

9. Overages

All overage monies owed to Artist shall be paid to Artist immediately following Artist's performance by cash or cashier's check only.

10. Royalties

Purchaser will be responsible for the payment of all music royalties in connection with Artist's engagement hereunder.

11. Work Permits and Visas

Purchaser shall be solely responsible for procuring and paying for, at no cost to Artist, all work permits and visas required for the engagement. Failure to procure such work permits and visas or provide necessary documentation to obtain them will be deemed a material breach of this Agreement, and Artist (i) will be relieved of any further obligations Artist may have pursuant to this Agreement; (ii) shall have the right to retain all monies previously paid by Purchaser; and (iii) shall be entitled to exercise all rights and remedies otherwise available to Artist at law, in equity or otherwise as if Artist has fully performed all obligations under this Agreement. Artist agrees to provide all personal information reasonably required in order to enable Purchaser to procure such work permits and visas.

12. Confidentiality

Purchaser understands and agrees that no information regarding show grosses or attendance will be reported to any third party without the express prior written permission of Artist or Artist's representative. Failure to comply will be treated as a material breach of this Agreement, and Artist reserves all rights and remedies available to Artist at law, in equity or otherwise. Under no circumstance is Purchaser to announce or advertise the engagement without the prior written approval of Artist or Artist's representative.

13. Artist's Right to Payment of Guarantee in Advance

If: (a) Purchaser fails to pay when due any amounts owed Artist hereunder when due; or (b) Purchaser fails to perform any material obligations hereunder, or (c) Artist has good faith reason to believe the Engagement may be cancelled, then Artist shall have the right to request full payment of the Guarantee in advance of the engagement date(s) and Purchaser agrees to remit full payment of the Guarantee to Artist via bank wire promptly upon request.

14. Billing

Artist's engagement hereunder shall receive billing in such order, form, size and prominence as directed by Artist or Artist's representative in all advertising and publicity issued by or under the control of Purchaser, including, but not limited to, displays, newspapers, radio and television ads, posters and house boards.

15. Stage Seats

It is understood and agreed that no stage seats are to be sold or used without the prior written consent of Artist or Artist's representative.

16. Promotion

Purchaser shall not announce, advertise, promote or sell tickets to Artist's engagement until written authorization has been obtained from Artist or Artist's representative. Purchaser agrees to promote the engagement to the best of Purchaser's ability by print, radio, and website and otherwise. There shall be no promotion or co-promotion with any radio station without the prior written approval of Artist or Artist's representative. Purchaser shall not commit Artist to any interviews, promotional appearances, meet and greets or other promotional activities without the prior written consent of Artist or Artist's representative.

17. Insurance

Purchaser shall add Artist and Artist's employees as additional insureds to a commercial general liability insurance policy with limits of liability of Five Million Dollars (\$5,000,000) for each occurrence in the event of death or bodily injury arising from the negligence of Purchaser as promoter and operator of the Venue. In addition, Artist and Artist's employees shall be covered by Purchaser's worker's compensation insurance. Purchaser shall provide evidence of the required insurance coverage prior to Artist's engagement hereunder.

18. Artist's Cancellation

Purchaser agrees that Artist may cancel Artist's engagement hereunder without liability by giving the Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder. Upon termination of this agreement in accordance with this paragraph, Artist shall return to Purchaser any deposit previously received by Artist in connection with the engagement. Subject to the foregoing, upon such termination, the parties shall have no further rights or obligations hereunder, and each of the parties shall bear its own costs incurred in connection with this agreement.

19. Security

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

20. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance without prior written consent of the Artist.

21. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

22. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

23. Merchandising

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance, without any participation in proceeds by Purchaser, subject however to concessionaire's requirements if any.

24. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

25. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

26. Prevailing Party

If any legal action or other proceeding is brought for any breach of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.

27. Force Majeure

If, as the result of a Force Majeure Event (as defined below), Artist is unable to, or is prevented from, performing the engagement or any portion thereof, Artist's obligations hereunder will be fully excused, there shall be no claims of any kind for damages or expenses of any kind by Purchaser, and Purchaser shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) Purchaser shall be obligated and liable to Artist for such proportionate amount of the payments provided for herein as may be due hereunder for any performance(s) which Artist may have rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event of such non-performance as a result of a Force Majeure Event, if Artist is ready, willing and able to perform (but for the occurrence of such Force Majeure Event), Purchaser shall nevertheless pay Artist an amount equal to the full Guarantee plus all other payments and compensation due hereunder. For clarification, in the event of cancellation due to any Force Majeure Event, and whether or not Artist is ready, willing and able to perform, Purchaser shall remain responsible for all transportation, accommodations, expense reimbursements and any other payments or compensation due Artist and Artist's crew and entourage pursuant to the terms of this Agreement.

A "Force Majeure Event" shall mean, but shall not be limited to, any one or more of the following acts which makes any performance by Artist contemplated by this Agreement impossible, infeasible or unsafe: acts of God; epidemic, acts of public enemy; acts or orders of governmental authority; acts or threats of terrorism; insurrections; riots or other forms of civil disorder; embargoes; labor disputes (including, without limitation, strikes, lockouts or boycotts); fires; explosions; floods; shortages of power or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform by Artist, any of Artist's musicians, other performers, crew, representatives or advisors, any of Artist's family members, any of Purchaser's key personnel, or any other person personally known to Artist whose death, disability, illness or injury adversely impacts Artist's ability to perform in connection with the engagement; or other similar or dissimilar causes beyond the control of Artist which make any performance(s) contemplated by this Agreement impossible, infeasible or unsafe. For the avoidance of doubt, poor ticket sales shall not be deemed a Force Majeure Event.

Both Artist and Purchaser acknowledge the existence of, and the current state of the COVID-19 pandemic at the date of this Agreement. Due to this acknowledgement, the mere existence of the COVID-19 pandemic will not be considered a Force Majeure event.

28. Inclement Weather

Notwithstanding anything to the contrary contained herein, inclement weather shall not be deemed a Force Majeure Event, and Purchaser shall remain liable for payment to Artist of the full Guarantee plus all other compensation due hereunder if Artist's engagement is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Purchaser shall remain responsible for all other terms and conditions of this Agreement, including, without limitation, accommodations, transportation and expense reimbursements for Artist and Artist's crew and entourage.

29. Limitation of Liability

In no event shall Artist (nor any of Artist's agents, representatives, principals, employees, officers, directors and affiliates) be liable to Purchaser for any indirect, incidental, consequential, special, punitive, exemplary or any similar damages, including, without limitation, lost profits, loss of revenues or income, cost of capital or loss of business reputation or opportunity, as to any matter relating to, or arising out of, Artist's engagement hereunder or the transactions contemplated by this Agreement, whether in contract, tort or otherwise.

30. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

31. Governing Law

This Agreement shall be governed by and subject to the laws of the State of Tennessee, without giving effect to any choice or conflict of law provision.

32. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

33. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

34. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes any and all previous agreements, written or oral, between the parties relating to Performance. THE PERSON(S) EXECUTING THIS AGREEMENT ON BEHALF OF EACH PARTY WARRANTS HIS/HER AUTHORITY TO DO SO, AND SUCH PERSON HEREBY PERSONALLY ASSUMES LIABILITY FOR THE PAYMENT IN FULL.

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full.

It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither Reliant Talent Agency, LLC nor its officers nor its employees are parties to this contract in any capacity and that neither Reliant Talent Agency, LLC nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ACCEPTED AND AGREED TO:

City of Brandon, a Municipal Corporation Frank Foster Music, LLC

Hon. Butch Lee, Mayor
City of Brandon, a Municipal Corporation
1000 Municipal Dr, Brandon, MS, 39042, United
States

Frank Foster Music, LLC
Frank Foster

The attached Additional Terms and Conditions addendum is fully incorporated herein.

**ADDITIONAL TERMS AND CONDITIONS BETWEEN PURCHASER AND
COMPANY F/S/O ARTIST**

1. LOCAL RESPONSIBILITIES

(a) PURCHASER agrees to furnish, as show expenses based on a mutually pre-approved budget, all that is necessary for the proper presentation of the ARTIST performance(s) hereunder, and any rehearsals therefor, including, but not limited to:

(i) Local equipment, materials, labor, licenses and permits, including, but not limited to, a suitable venue (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by COMPANY, a public address system in good working condition (including microphone(s) in number and quality as required by COMPANY), and comfortable, well-lit dressing rooms;

(ii) All local stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the ARTIST's performance(s), including, but not limited to, scenery, properties and baggage;

(iii) Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the ARTIST's performance(s), and any rehearsals therefor; provided, however, that COMPANY shall have the right to name such musical contractor and to approve such musicians;

(iv) All local lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and industry standard security, ushers, ticket sellers for advance or single sales (wherever such sales take place) and ticket takers;

(v) Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity as show expenses.

(b) PURCHASER agrees to use reasonable efforts to provide a safe environment for the ARTIST performance(s) hereunder, including, but not limited to, with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the ARTIST's performance(s) and all persons and equipment are reasonably free from dangerous adverse weather and other dangerous conditions, situation and events ("Adverse Conditions"). As solely between the parties hereto, to the extent permitted by Mississippi law, COMPANY and ARTIST shall not have any liability to PURCHASER for any damage or injury caused by such Adverse Conditions, except to the extent that any damage or injury arises out of the negligence or willful misconduct of COMPANY, ARTIST or their respective agents or employees.

(c) PURCHASER agrees to pay all applicable amusement and sales taxes, as a deduction from gross box office receipts.

(d) PURCHASER shall ensure compliance with all applicable laws and regulations applicable to PURCHASER's presentation of ARTIST's performance, including, without limitation, those concerning public health and safety, licensing, insurance, hygiene, fire, access, egress and security.

2. PRODUCTION & CREATIVE CONTROL

(a) COMPANY shall have the sole, exclusive creative control over the production and presentation of ARTIST's performance hereunder, including, but not limited to, the details, means and methods of the ARTIST's performance(s) and changes in ARTIST's performing personnel.

(b) ARTIST shall at all times be the headline act and will be the closing act of each show, unless otherwise specified herein. PURCHASER agrees that no performers other than those mutually pre-approved by the parties or the headliner will appear on or in connection with ARTIST's performance(s) hereunder. PURCHASER agrees to contract with and pay for all mutually approved supporting acts, as show expenses.

(c) PURCHASER agrees to promptly comply with COMPANY's or the headliner's directions as to stage settings for the ARTIST's performance(s) hereunder. It is understood that no stage seats are to be sold or used without COMPANY's or the headliner's prior written consent.

3. BILLING

(a) ARTIST shall receive billing in such order, form, size and prominence as directed by COMPANY or headliner in all advertising and publicity issued by or under the control of the PURCHASER, including, but not limited to, displays, newspapers, radio and television ads, electric lights, posters, house boards and announcements.

(b) PURCHASER shall only use ARTIST's name and pre-approved voice, likeness, materials, pictures, photographs, image, or other identification of ARTIST (collectively, "ARTIST's Likeness") in connection with PURCHASER's advertising and publicizing of ARTIST's performance hereunder.

(c) PURCHASER's use of ARTIST's Likeness shall not be as an endorsement or indication of ARTIST's use of any product or service. No corporate or product/service name or logo shall be included in any such advertising and publicity without COMPANY's prior, written approval in each instance.

(d) Notwithstanding the foregoing, the placement, form, content, appearance, and all other aspects of PURCHASER's use of ARTIST's Likeness shall at all times be subject to the prior written approval of COMPANY.

(e) PURCHASER shall not commit ARTIST to any interviews, promotional appearances, meet & greets, or otherwise without COMPANY's prior, written consent, which shall be given or withheld in COMPANY's sole discretion.

4. NO RECORDING/BROADCAST

PURCHASER shall not itself, nor shall it permit or authorize others (including, without limitation, PURCHASER or venue employees, representatives or contractors), to record, broadcast, televise, film, photograph, webcast, or otherwise reproduce the visual and/or audio performance(s) hereunder (or any part

thereof) and/or ARTIST and/or COMPANY's personnel at any time during the Engagement. For sake of clarity, the use of mobile phones by audience members to record any portion of ARTIST's performance, shall not be deemed a violation of the terms of this paragraph.

5. ANCILLARY RIGHTS

PURCHASER and/or its affiliated entities, due to a larger overall relationship with a vendor such as an agreement to provide a certain number of shows to a venue or contractor, may be entitled to receive certain payments, volume rebates or other discounts which will not be included in settlement with COMPANY/ARTIST. Income and receipts from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, risk reward relationship from venue co-promotions (such as, by way of example only, any agreements or arrangements pursuant to which PURCHASER and a venue may share or allocate between themselves any source(s) of revenue including rent or expense otherwise payable to or by only one of them) and PURCHASER's or a co-promoter's sponsorships will not be included in settlement (provided, only, that such sponsorships are not solely and specifically related to ARTIST's performance). The venue rental charges included in settlement may be traded by Facilities for a co-promotion interest and not actually invoiced to and paid by PURCHASER. COMPANY/ARTIST will not be responsible for any shortfalls or penalties in such relationships. Services or supplies may be provided by PURCHASER's affiliates on an arms-length basis at rates pre-negotiated between the parties hereto for inclusion in settlement.

6. FINANCIAL SETTLEMENT

(a) Unless otherwise specified, all payments shall be made in full without any deductions whatsoever. If not already indicated on the face page of this Agreement, PURCHASER will advise COMPANY, or COMPANY's agent, promptly upon request (but in no event later than the on-sale date), of the net admissions prices for the entertainment presentation and shall further disclose any added charges and applicable tax in connection therewith.

(b) In the event the payment to COMPANY shall be based in whole or in part on receipts of the performance(s) hereunder, PURCHASER agrees to deliver to COMPANY a certified statement of the gross receipts of each performance within two (2) hours following such performance. COMPANY shall have the right to have a representative present in the box office at all times and such representative shall have access to box office records of PURCHASER relating to gross receipts of the Engagement. In the event that the payment of COMPANY's share of said performance(s) receipts is based in whole or in part upon expenses related to the Engagement, PURCHASER shall verify by paid receipts, cancelled check or similar documents all such expenses with the exception of promoter liability insurance charge and house nut, if any, or they shall not be included as an expense of the Engagement.

(c) Unless otherwise provided herein, ARTIST'S booking agency will hold all deposits in United States Dollar accounts.

7. TICKETS

(a) PURCHASER shall not announce, advertise, promote or sell tickets to the Engagement until authorization in writing has been received from COMPANY or ARTIST's booking agency on COMPANY's behalf. ALL TICKETS MUST BE NUMBERED. NO TICKETS SHALL BE PRICED AT MORE THAN THE MUTUALLY AGREED UPON PRICE, EXCLUSIVE OF VALUE ADDED TAX OR OTHER SALES-BASED TAX, NOR SHALL MORE TICKETS

THAN THE MUTUALLY AGREED UPON NUMBER BE SOLD WITHOUT COMPANY'S PRIOR APPROVAL.

(b) If ticket price scaling shall be varied in any respect other than mutually approved dynamic ticket pricing, the percentage of compensation payable to COMPANY shall be based upon the actual number of tickets sold and whichever of the following is more favorable to COMPANY: (i) the ticket price scaling set forth on the face page of this Agreement or as otherwise agreed in writing by the parties, or (ii) the actual ticket price scaling in effect for the Engagement. PURCHASER will not distribute or provide comp tickets without COMPANY's prior approval.

(c) COMPANY's representatives shall have the right to inspect ticket tracks and all box office and other records with respect to such manifested receipts, including, but not limited to, unsold tickets, printed but unsold tickets (so-called "deadwood") and stubs of tickets sold, for the purpose of verifying the statements. COMPANY's representative will upon request be admitted to the box office at all times during the sale of tickets for the Engagement hereunder. PURCHASER will deliver to COMPANY a certified statement of the gross box office receipts of each such performance within two (2) hours following ARTIST's performance. COMPANY will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of ARTIST's performance(s) upon reasonable notice on or before the date two (2) years after the performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.

(d) There shall be no dynamic ticket pricing or secondary ticket sales unless mutually agreed upon by COMPANY and PURCHASER in writing. In the event the parties agree to participate in dynamic ticket pricing or secondary ticket sales all terms thereof shall be subject to mutual written approval including, without limitation, all ticket prices and adjustments thereto, scaling, gross box office potential, additional ticketing charges (if any), and distribution channels. All elements thereof, including, without limitation, all ticket pricing/scaling/adjustments, ticketing charges (if any) and final gross revenue must be transparent and presented at settlement in writing to COMPANY to evidence compliance with the foregoing.

8. SPONSORSHIP

(a) To the extent that Purchaser obtains or secures any sponsorships specific to this Engagement, the following conditions shall apply: (i) sponsorship shall not be used directly or indirectly to suggest that ARTIST, or any member thereof, endorses, uses or otherwise is associated with the products or services of any sponsor(s); (ii) banners or other signage shall not be located on, above, or near the stage; and (iii) ARTIST shall retain creative approval over the stage. PURCHASER agrees that any inclusion of ARTIST's performance hereunder in a subscription or other type of series is subject to the prior written consent of COMPANY.

(b) Notwithstanding the foregoing, ARTIST/COMPANY shall have the right to secure sponsorship agreements in connection with the Engagement subject to the headline artist's prior approval and provided that fulfillment of any such sponsorship agreement terms shall be at COMPANY's sole cost and shall be subject to (a) PURCHASER's and the venue's approval, not to be unreasonably withheld, and (b) existing venue sponsorships.

9. MERCHANDISING

COMPANY shall have the exclusive right to sell ARTIST-related souvenir programs, photographs, records and any and all other types of ARTIST-related merchandise including, but not limited to, articles of clothing (i.e., T-shirts, hats, etc.), posters, stickers, etc., on the premises of the place(s) of the Engagement, subject however, to concessionaire's requirements, if any, as specified in this Agreement. Revenue therefrom, after deduction of taxes, credit card fees, and concessionaire's fees, will be paid by the concessionaire to (or retained by) COMPANY.

10. FORCE MAJEURE

A "Force Majeure Event" shall mean any condition or circumstance, beyond either party's reasonable control, that renders performance of the Engagement impossible, impracticable, unfeasible or unsafe. Force Majeure Events shall include, **without limitation**: (i) death, illness of, or injury to, ARTIST, a member of ARTIST's stage performers, any of ARTIST's key tour personnel, or a member of ARTIST's immediate family; (ii) theft, loss, destruction, or breakdown of instruments or equipment owned or leased by COMPANY or ARTIST; (iii) act of God; (iv) legitimate threat(s) or act(s) of terrorism; (v) riot(s) or other form(s) of civil disorder in, around, or near the Engagement venue; (vi) strike, lockout, or other forms of labor difficulties; (vii) fire; (viii) act, order, rule, or regulation of any court, government agency, or public authority including any act, order, rule, or regulation of any court, government agency, or public authority that materially reduces or restricts venue capacity and/or operations; (ix) absence of power or other essential services and/or failure of technical facilities; and (x) failure or delay of transportation. If a Force Majeure Event occurs: (i) the parties' respective obligations hereunder will be excused fully, without any additional obligation except as provided herein, (ii) there shall be no claim for damages or expenses by either party, and each party shall bear its own costs incurred in connection with the Engagement; and (iii) COMPANY shall promptly return any and all advance and/or deposit payments made by PURCHASER hereunder. Notwithstanding the foregoing: (i) PURCHASER shall be obligated and liable to COMPANY for the payment provided for herein solely in the event that PURCHASER refuses or neglects to issue any refunds to attendees in connection with any Force Majeure Event that results in cancellation of the engagement. For clarification purposes, PURCHASER agrees that inclement weather shall not be deemed a Force Majeure Event and PURCHASER shall remain liable for full payment to COMPANY of the Guarantee plus all other compensation due hereunder if the performance(s) is prevented by such weather conditions, provided, however, should such weather conditions be so severe or threatening as to render a declaration by the applicable public authority that conditions threaten public safety, then such weather conditions shall be deemed a Force Majeure Event as contemplated hereunder.

11. DEFAULT AND BREACH

(a) To the extent provided by Mississippi law, in the event that PURCHASER fails to fully perform any of its material obligations hereunder, including without limitation, timely payment of any deposit or advance amounts, then after reasonable opportunity to cure, COMPANY shall have the following rights, without prejudice to any other rights or remedies available at law or otherwise: (i) to terminate this Agreement without any further obligation hereunder; (ii) to retain any amounts theretofore paid by PURCHASER; and (iii) to receive prompt payment of the full Guarantee or remaining unpaid balance thereof, and any additional compensation due hereunder.

(b) In the event that COMPANY refuses to fully perform any of its material obligations hereunder, then, after reasonable opportunity to cure, PURCHASER shall have the following rights, without prejudice to any other rights or remedies available at law or otherwise: (i) to terminate this Agreement without any further obligation hereunder; (ii) to receive prompt repayment of any and all deposit and/or advance amounts theretofore paid by PURCHASER; and (iii) to receive prompt reimbursement of any and all third party non-refundable out-of-pocket costs and expenses incurred

by PURCHASER and substantiated by documentation and receipts in connection with the Engagement.

12. INDEMNIFICATION

(a) Intentionally omitted.

(b) Intentionally omitted.

13. INSURANCE

(a) PURCHASER is a Mississippi municipality and is a member of the Mississippi Municipal Liability Plan ("Plan") and shall maintain its membership in the Plan from the date hereof through completion of the Engagement and shall maintain general liability limits of Five Hundred Thousand US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. PURCHASER'S commercial general liability plan shall be deemed to be primary for all matters arising out of PURCHASER'S fulfillment of its obligations related to this Agreement. PURCHASER does not possess a liquor license. To the extent beer, light wine and/or alcoholic beverages are served at the Engagement, the sale and service of the same shall be subject to an agreement with a third-party concessionaire which shall require such third-party concessionaire serving the same to maintain general liability insurance including liquor liability coverage in the minimum combined bodily injury and property damage liability limits of Five Million US Dollars (US \$5,000,000) per occurrence.

(b) COMPANY shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance (including a contractual liability endorsement) with per occurrence limits of not less than Five Hundred Thousand US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. COMPANY'S commercial general liability insurance shall be deemed to be primary for all matters arising out of COMPANY's fulfillment of its obligations related to, and ARTIST's performance of, the Engagement.

(c) All of the above referenced insurance policies shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus. Such insurance policies shall contain a waiver(s) of subrogation with respect to the other party hereto and shall provide that the coverage thereunder may not be materially changed, reduced, or canceled unless thirty (30) days prior written notice thereof is furnished to the other party hereto. Each party shall furnish the other with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above.

14. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party

shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPANY AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF COMPANY OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Mississippi without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be brought in the appropriate State court in Rankin County, Mississippi. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Engagement(s) or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

16. NATIONAL AND INTERNATIONAL COMPLIANCE

(a) PURCHASER shall comply, and shall ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply, at PURCHASER's expense, with all applicable laws, rules, and regulations in relation to its operations and performance of its obligations under this Agreement, including without limitation, any law, regulation, statute, prohibition, or other measure maintained by any agency or department of any national government, regional body, multilateral institution or other body which is responsible for the adoption, implementation or enforcement of sanction laws, including, but not limited to, the United Nations Security Council, the Council of the European Union, the European Commission, the relevant competent authorities of individual European Union Member States, the United States Department of Treasury's Office of Foreign Assets Control, the United States Department of Commerce, the relevant competent authorities of Australia, or any replacement or other regulatory body responsible for sanctions laws in any country relating to the implementation, application and enforcement of economic sanctions, export controls, trade embargos or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party's ability to make a service available either directly or indirectly to a sanctioned person and those measures which restrict or prohibit either party from engaging in specified dealings with a specified class of person, whether defined by nationality, business sector or otherwise.

(b) PURCHASER represents and warrants that neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is (i) a person or entity or, (ii) controlled by a person or entity, on the on the U.S. Treasury Department's list of Specially Designated Nationals and Foreign Sanctions Evaders List, the U.S. Commerce Department's Denied Persons List or Entity List, the U.K. HM Treasury Consolidated List of Financial Sanctions Targets, the

U.K. Export Control Organization's Iran List, the Australian Government Sanctions Consolidated List, or otherwise designated as subject to financial sanctions or prohibited from receiving Australian, U.S., or U.K. services, or any other equivalent local provisions. Purchaser agrees to notify both COMPANY and ARTIST's booking agency immediately in writing of any change in ownership or control that might violate this Section of the Agreement. COMPANY or ARTIST's booking agency may terminate this Agreement upon providing written notice of termination to Purchaser, if COMPANY or ARTIST's booking agency's performance of its obligations or receipt of consideration hereunder would, as reasonably determined by ARTIST's booking agency or COMPANY, result in non-compliance with any laws, rules and regulations applicable to COMPANY or ARTIST's booking agency.

17. MISCELLANEOUS

(a) This constitutes the sole, complete and binding agreement between the parties hereto, and may not be amended, supplemented, altered or discharged except by an instrument in writing signed by the parties. If any part of this Agreement is determined to be void, invalid or unenforceable, such invalid or void portion shall be deemed to be separate and severable from the other portions of this Agreement, and the other portions shall be given full force and effect, as though the void and invalid portions or provisions were never a part of this Agreement.

(b) PURCHASER shall not have the right to assign or transfer this Agreement, or any provision thereof.

(c) The waiver of any breach of any provision of this Agreement shall not be deemed a continuing waiver, and no delay in exercise of a right shall constitute a waiver.

(d) Nothing herein contained shall ever be construed as to constitute the parties hereto as a partnership, or joint venture, nor to make COMPANY and/or ARTIST liable in whole or in part for any obligation that may be incurred by PURCHASER, in PURCHASER's carrying out any of the provisions hereof, or otherwise. The terms "COMPANY", "ARTIST" and "PURCHASER" as used herein shall include and apply to the singular and the plural and to all genders. PURCHASER and COMPANY have both signed this Agreement as independent contractors and neither has signed as an employee of the other.

(e) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic delivery (i.e., PDF format), including electronically signed versions of the same, shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be sufficient to bind the parties to the terms and conditions of this Agreement.

18. WITHHOLDING TAXES

Purchaser shall be entitled to deduct and withhold from any payments due to COMPANY and/or ARTIST any and all income and/or withholding taxes or other amounts legally required to be withheld by applicable national, state, local or other taxing or revenue authority.

19. COVID PROVISION

Purchaser will implement such COVID-19 safety and social distancing protocols mandated by any applicable governmental authority in connection with conducting the engagement.

20. FIREARMS PROVISION

Purchaser shall, at its own cost and expense, conduct an advance weapons check for any person entering or re-entering the venue premises, either by wand or magnetometer, and is required to ensure security personnel check all bags brought in. Any person found carrying a firearm or weapon in violation of applicable law will not be permitted entrance.



Show Offer

Confirmed

Trevor Starnes / Southeast
2821 2nd Avenue South
Suite D, Birmingham, Alabama 35233

Brian Edelman / William Morris Endeavor - TN
1600 Division Street, Suite 300, Nashville, Tennessee 37203
(615)963-3000

trevor@redmountaintertainment.com

EVENT: Frank Foster at City Hall Live (Brandon) - 2024 Venue: City Hall Live (Brandon)
Number of Shows: 1 City: Brandon, Mississippi

DATE:	Show Time	Door Time	Curfew	Age Restriction	On Sale Date	On Sale Time
Friday, October 18, 2024	7:00 PM	6:00 PM		All Ages	June 14, 2024	10:00 AM

TALENT	Guarantee		Deal Terms
Frank Foster	\$12,500.00	vs 85.00 %	Guarantee versus 85.00% of the gross box office receipts after deduction of approved fees, taxes (NBOR) and expenses.
TBD Support	\$500.00	Flat	
Total Talent Cost	\$13,000.00		

TICKET SCALING	Gross Capacity	Comps	Kills	Sellable Capacity	Price	Notes	Gross
DOS	0	0	0	0	\$30.00		\$0.00
GA	1,750	0	0	1,750	\$25.00		\$43,750.00
Gross Potential (1)	1,750	0	0	1,750			\$43,750.00
FMF/Venue Charge							2.0000 / ticket \$3,500.00
Adjusted Gross Potential							\$40,250.00
Tax							7.0000 Secondary Divider Tax \$2,633.18
Net Gross Potential							\$37,616.82

EXPENSES	Rate	Total	Notes
Advertising		\$3,750.00	
ASCAP	0.5000 % of Net Gross	\$188.08	
Auto Rental Expense		\$250.00	
BMI	0.5000 % of Net Gross, including any VIP lift, and box/suite revenue	\$188.08	
Box Office Staff Expense		\$200.00	
Clean Up Expense		\$1,800.00	
Event Insurance Expense	0.7900 Per Drop Count	\$1,382.50	
Event Security Expense		\$1,750.00	
GMR	0.1500 % of Net Gross	\$56.43	
Lights & Sound Expense		\$7,850.00	
Local Catering Expense		\$650.00	
Medical Expense		\$450.00	
Police Expense		\$300.00	
Rent Expense		\$2,000.00	
Runner Expense		\$250.00	
SESAC	0.0320 % of Net Gross	\$12.04	
Stagehand Expense		\$4,000.00	
Towel & Laundry Expense		\$50.00	
Total Expenses		\$25,127.13	

MERCHANDISE			
Merchandise	Artist	100.00 %/0.00 %	\$500 Merch Buyout
CD/DVD	Artist	100.00 %/0.00 %	

SUMMARY	
Net Gross Potential	\$37,616.82
Total Fixed Expenses	\$23,300.00
Total Variable Expenses	\$1,827.13
Total Artist Related Show Expenses	\$500.00
To Be Shared	\$11,989.69

EARNINGS POTENTIAL	
Frank Foster Earnings	\$12,500.00
Total Artist Earnings	\$12,500.00

OFFER NOTES
This offer is submitted on behalf of a third-party entity (the "Purchaser") that is neither owned nor controlled by Live Nation or any Live Nation affiliate. The Purchaser is the sole purchaser of Artist's services for this engagement. Live Nation acts solely as the provider of booking services to Purchaser and not as a party to any contract for artist services in connection with this engagement. Please issue contracts in the name of the Purchaser.

Radius Clause: 125 miles 90 days before and 30 days after show date.

Purchaser: City of Brandon, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger - lynn@redmountaintertainment.com

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract

VENUE NOTES

Radius Clause: 125 miles 90 days before and 30 days after show date

Purchaser: City of Brandon, Mississippi, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger - lynn@redmountaintertainment.com

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract.

Please be advised that this offer expires 14 days after the day it was submitted.

Deposit: 50% deposit due thirty (30) days prior to the event to the agency, contingent upon City receiving a mutually executed contract. The Agent shall not disburse deposit to Producer/Artist without expressed written permission of the City of Brandon, Mississippi, a Municipal Corporation. FINAL PAYMENT WILL NOT BE PAID UNTIL CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION RECEIVES A CONTRACT SIGNED BY PRODUCER/ARTIST OR THEIR AUTHORIZED REPRESENTATIVE CONSISTENT WITH THE TERMS OF THIS OFFER. ACCEPTANCE OF TERMS OF THIS OFFER MUST BE STATED ON FACE OF CONTRACT.

The City of Brandon shall implement only such COVID-19 protocols as mandated by Executive Order of the Governor of the State of Mississippi, as applicable.

Settlement will conform to the Performance Offer as confirmed.

Tickets held by the Producer/Artist or the Producer/Artist's representative for purchase shall not violate the terms of any ticketing agreement which the City of Brandon, Mississippi, a Municipal Corporation is signatory.

If the show runs beyond the agreed and specified time, the Producer/Artist is responsible for any costs including penalties or fines.

Should the Producer/Artist's rider or requirements cause the show costs to increase above the budget or reduce the sellable capacity, the offer/confirmation may be adjusted accordingly. The Producer/Artist's representative is responsible for advising of the number of trucks, the rider requirements, and other appropriate information and should costs increase, the fee will be adjusted accordingly.

Adjusted Gross Ticket Revenue, as used in the "percentage of gross" deals, is that ticket revenue which is derived from the tickets sold, less any applicable sales, seat or entertainment tax, commission, insurance, and does not include a facility surcharge, arts or historic restoration fee, parking, charitable contribution paid with tickets purchase or approved discount. Unless otherwise agreed to by the parties, all ticket revenue from ticket auctions and VIP ticket package (less any service charges retained by the ticketing company) shall be part of the Adjusted Gross Ticket Revenue.

Net Ticket Revenue, as used in "percentage of net after show costs" deals, is that ticket revenue, which is derived from tickets sold, less deductions (which are listed above) and also less show costs.

Producer/Artist shall adhere to all laws, policies, rules, and regulations applicable to the Event.

The City of Brandon, Mississippi, a Municipal Corporation shall not be responsible for any loss or damage to any property of Producer/Artist or City Hall Live resulting from fire, theft, or any other cause unless due to the negligence or willful misconduct of the City of Brandon, Mississippi, a Municipal Corporation. Nor shall the City of Brandon, Mississippi, a Municipal Corporation, be liable for any loss or damage to persons or property caused by Producer/Artist or their representatives and will not indemnify and hold Producer/Artist harmless from same.

This offer may not be modified, altered or amended except by a written instrument signed by both parties. In the event any terms of Producer/Artist's contract and/or contract rider arising from this offer conflicts with the terms of offer, the terms of this offer shall prevail. Future the doctrine of merger shall not apply.

In the event either Producer/Artist or their affiliates cancel any performance for any reason including, but not limited to a force majeure event, all deposits/monies shall be refunded to the City of Brandon, Mississippi, a Municipal Corporation. In the event the City of Brandon, Mississippi, a Municipal Corporation cancels the Producer/Artist's performance due to a force majeure event, including but not limited to the following: a) government ordered evacuations, b) flooding that prevents full use of venue and/or limits ingress or egress into surrounding area, c) a storm condition named by the National Weather Service (i.e. Tropical Depression, Hurricane, etc.) within 200 miles of venue within forty-eight (48) hours of the event, d) a tornado which the National Weather Service places the venue in its track on day of event, e) acts of terrorism, f) civic disobedience, g) a declaration of war, or h) governmental restriction, then Producer/Artist shall not receive any monies and shall promptly return City of Brandon, Mississippi, a Municipal Corporation any monies previously paid to Producer/Artist for said performance.

The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intent and purpose of this Offer.

The City of Brandon, Mississippi, a Municipal Corporation is a member of the Mississippi Municipal Liability Plan and shall provide general liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000.00) and shall name Producer/Artist as additional insured.

Producer/Artist shall provide general liability insurance in the amount of Five Hundred Thousand (\$500,000.00) and shall name the City of Brandon, Mississippi, a Municipal Corporation and its officials, officers, employees, and agents as additional insured.

Please be advised that Red Mountain Entertainment, LLC is the authorized agent for the City of Brandon, Mississippi, a Municipal Corporation and is acting solely in this capacity. Any contract shall be issued in the name of Purchaser, the City of Brandon, Mississippi, a Municipal Corporation.

The City of Brandon, Mississippi, a Municipal Corporation is a political subdivision of the State of Mississippi and is entitled to certain privileges, immunities, defenses, limitations of damages and other protections afforded governmental entities under the laws of the State of Mississippi in general and as provided in Section 11-46-1 et. seq. (1972 as amended) (The Mississippi Tort Claims Act) in particular, and that such privileges, immunities, defenses, limitation of damages and other protections cannot be waived by the Purchaser and are reserved and asserted herein in all respects, the terms of this agreement notwithstanding.

Notwithstanding any provision to the contrary the City of Brandon, Mississippi shall not be responsible for purchasing, providing and/or supplying alcoholic beverages to or for artist and/or artist personnel.

In the event Producer/Artist is appearing as a support act and the headline Producer/Artist cancels its appearance for any reason (justified or unjustified) any contract arising from this offer may be canceled by the City of Brandon, Mississippi, a Municipal Corporation in its sole discretion and in such event all deposits shall immediately be refunded.

Notwithstanding any provision to the contrary, in the event Producer/Artist is a Co-Headline Act and the other Co-Headline Act cancels its performance or fails to appear, the engagement shall be deemed cancelled and none of the parties shall have further liability to the other parties except that any deposit paid to either Co-Headline Act by the City of Brandon, Mississippi, a Municipal Corporation shall be refunded in full to the City of Brandon, Mississippi, a Municipal Corporation. Further all performances are subject to the terms and conditions of the Force Majeure clause set forth in the offer of the City of Brandon, Mississippi, a Municipal Corporation.

Supplies and services owned or provided by the City of Brandon, Mississippi, a Municipal Corporation, including but not limited to rent, spot lights, towels, tarps, telephone, ticket services, decorations and furniture will be provided for the Engagement at a charge pre-negotiated by and between the City of Brandon, Mississippi, a Municipal Corporation and Producer/Artist, which charge may include the City of Brandon, Mississippi, a Municipal Corporation's overhead or other charges in relations thereto, and such charge shall be charged at the agreed upon amount as a charge for the Engagement, Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation understand and agree that the settlement at the time of the Engagement is based on final bills, or estimated bills at the conclusion of the Engagement, the parties agree that the amount stipulated in the settlement signed by Producer/Artist's representative and by the City of Brandon, Mississippi, a Municipal Corporation, except as noted in writing at settlement, shall be final and binding as between Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation.

Producer/Artist will indemnify, hold harmless and defend the City of Brandon, Mississippi, a Municipal Corporation and its officials, officers, employees and agents from and against any action, claim, demand or liability, including reasonable attorneys' fees, to the extent such claim arises out of or is based upon the actions or omissions of Producer/Artist or its directors, officers, employees, and agents in performing under this Agreement. The City of Brandon, Mississippi, a Municipal Corporation will have the right to participate in the defense of any such claim through counsel of its own choosing.

Any dispute arising from any contract issued as a result of this offer shall be controlled and subject to the laws of the State of Mississippi, the State of Mississippi's choice of law's provisions notwithstanding, and all parties consent to personal and subject matter jurisdiction in the appropriate state court in Rankin County, Mississippi, which state court shall have exclusive jurisdiction of any controversy between the parties.

LIMITATION OF DAMAGES. THE CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION, SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOODWILL, REVENUE OR PROFIT, NOT FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR

RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT. MOREOVER, THE CITY OF BRANDON, MISSISSIPPI RELIES UPON AND INCORPORATES BY REFERENCE THE DAMAGE LIMITATIONS AS PROVIDED IN THE MISSISSIPPI TORT CLAIMS ACT.

THIS OFFER EXPIRES 14 DAYS AFTER THE DAY IT WAS SUBMITTED AND CAN BE RESCINDED ANY TIME PRIOR TO SUCH 14TH DAY BY VERBAL OR WRITTEN NOTIFICATION.

Offer ID: Evt-1917455

Printed: 6/4/2024 6:08:52 PM by Trevor Starnes

Executed on this 4th day of June 2024 after first having been authorized to do so.



Hon. Butch Lee, Mayor
City of Brandon, MS

EMPORIUM and BRANDON SELL-OFF AGREEMENT

THIS SELL-OFF AGREEMENT ("Agreement") dated _____, 2024 is entered into by and between Emporium Presents, 652 W. Iris Drive, Suite 201, Nashville TN 37204 ("EMPORIUM") and the City of Brandon, Mississippi, a Municipal Corporation, 1000 Municipal Drive, Brandon, MS 39042 ("BRANDON") in connection with the following concert event(s) (the "Concert(s)") featuring the live performance(s) of Parker McCollum.

<u>City</u>	<u>Venue</u>	<u>Date</u>
Brandon, MS	Brandon Amphitheater	Thursday, July 18, 2024

WHEREAS EMPORIUM has acquired the right to promote, present and produce the Concert(s); and

WHEREAS BRANDON desires to purchase the rights to promote, present and produce the Concert(s).

FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The riders relating to the performances by the artist (or artists, if applicable) (individually, "Rider") shall be attached hereto and deemed incorporated herein. Notwithstanding any provision to the contrary the City of Brandon, Mississippi shall not be responsible for purchasing, providing and/or supplying alcoholic beverages to or for artist and/or artist personnel.

1. BRANDON Rights and Responsibilities. EMPORIUM hereby grants to BRANDON the rights to promote, present and produce the Concert(s) subject to the terms contained in this Agreement (and attached Rider(s)). BRANDON shall be responsible for arranging, in a first class, professional manner, all local aspects of the Concert(s) in accordance with this Agreement (and attached Rider(s)). BRANDON's responsibilities shall include, but not be limited to, the following responsibilities:

- a. Negotiating and contracting with, and for the use of, the venue;
- b. Ensuring compliance with all Rider requirements (including, but not limited to, all technical, production, marketing and catering requirements);
- c. Arranging all local advertising and marketing for the Concert(s) to ensure that ticket sales are maximized;
- d. Arranging for and providing all local labor and contractors required to promote, present and produce the Concert(s) in a first class, professional manner;
- e. Providing all other services and materials typically provided by a BRANDON in connection with a first class, professional concert event;
- f. Preparing a budget for the Concert(s) and preparing all items required for settlement of the Concert(s); and

g. Paying for all costs and verified expenses incurred in connection with the local promotion, presentation, and production of the Concert(s) in accordance with this Agreement (and attached Rider).

2. Financial Terms. BRANDON agrees to pay to ARTIST a guarantee in the amount of One Hundred Sixteen Thousand Five Hundred Dollars (\$116,500.00) versus Ninety Percent (90%) of the gross box office receipts less taxes, facility fees and mutually approved expenses per the attached "Addendum A". In addition, Artist Supplied Sound & Lights at Thirty Three Thousand Five Hundred Dollars (\$33,500.00), Artist Addition in the amount of Eight Thousand Eight Hundred Forty one Dollars (\$8,841.00) and Support(s), Corey Kent, Seventeen Thousand Five Hundred Dollars (\$17,500.00) and Dasha, Two Thousand Five Hundred Dollars (\$2,500.00). In addition, a One Dollar (\$1.00) fee will be added to each ticket sold and will be remitted directly to ARTIST at settlement. The approved expenses listed in Addendum "A" will be settled on the night of the show based on verified expenses provided by EMPORIUM and approved by BRANDON. A deposit in the amount of N/A will be due and payable to EMPORIUM no later than N/A. Payment of final payment is subject to receipt by BRANDON of an executed Agreement. BRANDON shall retain One Hundred Percent (100%) of the revenue from the Concert after settlement with EMPORIUM and ARTIST (or their designated representative or affiliate) as per Addendum "A", which is attached hereto as if fully set forth herein. The parties acknowledge and agree that the show expenses as set forth in Addendum "A" are subject to change based on verified expenses. Financial settlement of the Concert shall be completed on the night of the Concert.

3. Health and Safety Protocols. BRANDON and venue management shall implement and comply with health and safety protocols mandated by Executive Order of the Governor of the State of Mississippi related to the use and occupancy of the applicable venue, the operation of the Engagement(s) and/or any standards related to COVID-19 or other public health emergency (collectively, "Operational Protocols").

4. Tickets.

a. Ticket prices for the Concert(s) shall be mutually determined by EMPORIUM and BRANDON.

b. BRANDON shall receive One Hundred Fifty-six (156) comps.

5. Insurance.

(a) BRANDON is a Mississippi municipality and is a member of the Mississippi Municipal Liability Plan ("Plan") and shall maintain its membership in the Plan from the date hereof through completion of the Engagement and shall maintain general liability limits of Five Hundred Thousand US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. BRANDON'S commercial general liability plan shall be deemed to be primary for all matters arising out of BRANDON'S fulfillment of its obligations related to this Agreement. BRANDON does not possess a liquor license. To the extent beer, light wine and/or alcoholic beverages are served at the Engagement, the sale and service of the same shall be subject to an agreement with a

third-party concessionaire which shall require such third-party concessionaire serving the same to maintain general liability insurance including liquor liability coverage in the minimum combined bodily injury and property damage liability limits of Five Million US Dollars (US \$5,000,000) per occurrence.

(b) EMPORIUM shall obtain and maintain, from the date hereof through completion of the Engagement, commercial general liability insurance (including a contractual liability endorsement) with per occurrence limits of not less than Five Hundred Thousand US Dollars (US \$500,000) with respect to bodily injury or death to any number of persons in any one accident or occurrence and with respect to property damage in any one accident or occurrence. EMPORIUM'S commercial general liability insurance shall be deemed to be primary for all matters arising out of EMPORIUM'S fulfillment of its obligations related to, and ARTIST'S performance of, the Engagement.

(c) All of the above referenced insurance policies shall be written by insurance companies qualified to do business in the state(s) of the Engagement(s) with A.M. Best ratings not less than A minus. Such insurance policies shall contain a waiver(s) of subrogation with respect to the other party hereto and shall provide that the coverage thereunder may not be materially changed, reduced, or canceled unless thirty (30) days prior written notice thereof is furnished to the other party hereto. Each party shall furnish the other with an appropriate certificate(s) of insurance evidencing compliance with the insurance requirements set forth above.

6. Miscellaneous

a. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or mutually desirable in effectuating and carrying out the provisions of this Agreement.

b. Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

c. Assignment; Parties Bound. Neither party may transfer, assign or convey any of its rights or obligations hereunder without the prior consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d. Invalidity. If any term, provision, covenant or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

e. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

f. Entire Agreement and Modification. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This

Agreement may not be amended, revised, or terminated orally but only by a written instrument approved by the parties hereto.

g. Relationship of the Parties. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the parties and, except as otherwise provided herein, no party will have the authority to bind the other in any respect. Each party shall be solely responsible for all wages, income taxes, worker's compensation requirements and any other requirements for all personnel it supplies pursuant to this Agreement.

h. Force Majeure. The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Act of God, strike, labor disputes, war, fire, earthquake, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a party. Furthermore, in the event that the Concert is prevented by a Force Majeure Occurrence, then (a) the performing artist(s) shall be relieved of its obligations with respect to the performance so prevented and BRANDON shall be relieved of its obligations under this Agreement, (b) the performing artist shall be under no obligation to perform at a different time (c) no party (including the performing artist, BRANDON and EMPORIUM) shall be obligated to compensate one another for any expenses incurred in connection with such prevented performance.

i. EMPORIUM and ARTIST acknowledge that BRANDON is a political subdivision of the State of Mississippi and is entitled to certain privileges, immunities, defenses, limitations of damages and other protections afforded governmental entities under the laws of the State of Mississippi in general and as provided in Section 11-46-1 et. seq. (1972 as amended) (The Mississippi Tort Claims Act) in particular, and that such privileges, immunities, defenses, limitation of damages and other protections cannot be waived by the Purchaser and are reserved and asserted herein in all respects, the terms of this agreement notwithstanding.

j. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Mississippi without regard to its application of laws. Any claim or dispute arising under this Agreement shall be brought in the appropriate state court in Rankin County, Mississippi.

SIGNATURES ON THE FOLLOWING PAGE

WITNESS the execution hereof effective as of the date and year first above written.

EMPORIUM PRESENTS ("EMPORIUM")

By: _____

Name: Jason Zink – jasonzink@livenation.com

Title: _____

THE CITY OF BRANDON MISSISSIPPI, A MUNICIPAL CORPORATION ("BRANDON")

By: _____

Name: Hon. Butch Lee

Title: Mayor



ADDENDUM A
Show Offer

Confirmed

Jason Zink / Emporium Presents
652 W. Iris Dr, Suite 201, Nashville, Tennessee 37204
629-253-4031
jasonzink@livenation.com

EVENT: Parker McCollum at Brandon Amphitheater (Brandon) - 2024

Venue: Brandon Amphitheater (Brandon)

Number of Shows: 1

City: Brandon, Mississippi

DATE:	Show Time	Door Time	Curfew	Age Restriction	On Sale Date	On Sale Time
Thursday, July 18, 2024	7:30 PM	6:00 PM		All Ages	October 27, 2023	10:00 AM

TALENT	Guarantee	Deal Terms
Parker McCollum	\$116,500.00 vs 90.00 %	Guarantee versus 90.00% of the gross box office receipts after deduction of approved fees, taxes (NBOR) and expenses.
Additional Artist Fee	\$8,841.00	
Sound & Lights	\$33,500.00	
Dasha	\$2,500.00 Flat	
Corey Kent	\$17,500.00 Flat	
Total Talent Cost	\$170,000.00	

TICKET SCALING	Gross Capacity	Comps	Kills	Sellable Capacity	Price	Notes	Gross
GA Pit	500	0	0	500	\$119.50		\$59,750.00
P2	812	70	0	742	\$84.50		\$62,699.00
P3	2,235	0	0	2,235	\$64.50		\$144,157.50
P4	1,893	100	0	1,793	\$44.50		\$79,788.50
P5	1,807	100	0	1,707	\$32.50		\$55,477.50
Gross Potential (1)	7,247	270	0	6,977			\$401,872.50
Miscellaneous				1.0000 / ticket			\$6,977.00
FMF/Venue Charge				7.0000 / ticket			\$48,839.00
Adjusted Gross Potential							\$346,056.50
Tax				7.0000 Primary Divider Tax			\$22,639.21
Net Gross Potential							\$323,417.29

EXPENSES	Rate	Total	Notes
Advertising		\$15,000.00	
aftershow food		\$500.00	
ASCAP	0.5000 % of Net Gross	\$1,617.09	
Auto Rental Expense		\$750.00	
BMI	0.5000 % of Net Gross, including any VIP lift, and box/suite revenue	\$1,617.09	
Box Office Staff Expense		\$1,300.00	
Catering		\$7,500.00	
Event Insurance Expense	0.7900 Per Paid Ticket	\$5,511.83	
Event Security Expense		\$8,200.00	
General Security		\$1,250.00	
GMR	0.1500 % of Net Gross	\$485.13	
House Staff		\$10,000.00	
Medical Expense		\$1,000.00	
Police Expense		\$2,400.00	
Rent		\$15,000.00	
Runner Expense		\$750.00	
SESAC	0.0320 % of Net Gross	\$103.49	
Stagehands		\$17,500.00	
Thrust and Cable Ramp Rental		\$875.00	
Towel & Laundry Expense		\$150.00	
Usher & Ticket Taker Expense		\$5,700.00	
Total Expenses		\$97,209.63	

MERCHANDISE

Merchandise	Venue	80.00 %/20.00 %
CD/DVD	Venue	90.00 %/10.00 %

SUMMARY

Net Gross Potential	\$323,417.29
Total Fixed Expenses	\$87,875.00
Total Variable Expenses	\$9,334.63
Total Artist Related Show Expenses	\$53,500.00
To Be Shared	\$172,707.67

EARNINGS POTENTIAL

Parker McCallum Earnings	\$155,436.90
Total Artist Earnings	\$155,436.90

OFFER NOTES**VENUE NOTES**

Radius Clause: 125 miles 90 days before and 30 days after show date

Purchaser: City of Brandon, Mississippi, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger – lynn@redmountaintertainment.com

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract.

Please be advised that this offer expires 14 days after the day it was submitted.

Deposit: 50% deposit due 30 days prior to the event to the agency, contingent upon City receiving a mutually executed contract. The Agent shall not disburse deposit to Producer/Artist without expressed written permission of the City of Brandon, Mississippi, a Municipal Corporation. FINAL PAYMENT WILL NOT BE PAID UNTIL CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION RECEIVES A CONTRACT SIGNED BY PRODUCER/ARTIST OR THEIR AUTHORIZED REPRESENTATIVE CONSISTENT WITH THE TERMS OF THIS OFFER. ACCEPTANCE OF TERMS OF THIS OFFER MUST BE STATED ON FACE OF CONTRACT.

The City of Brandon shall implement only such COVID-19 protocols as mandated by Executive Order of the Governor of the State of Mississippi, as applicable.

Settlement will conform to the Performance Offer as confirmed.

Tickets held by the Producer/Artist or the Producer/Artist's representative for purchase shall not violate the terms of any ticketing agreement which the City of Brandon, Mississippi, a Municipal Corporation is signatory.

If the show runs beyond the agreed and specified time, the Producer/Artist is responsible for any costs including penalties or fines.

Should the Producer/Artist's rider or requirements cause the show costs to increase above the budget or reduce the sellable capacity, the offer/confirmation may be adjusted accordingly. The Producer/Artist's representative is responsible for advising of the number of trucks, the rider requirements, and other appropriate information and should costs increase, the fee will be adjusted accordingly.

Adjusted Gross Ticket Revenue, as used in the "percentage of gross" deals, is that ticket revenue, which is derived from the tickets sold, less any applicable sales, seat or entertainment tax, commission, insurance, and does not include a facility surcharge, arts or historic restoration fee, parking, charitable contribution paid with tickets purchase or approved discount. Unless otherwise agreed to by the parties, all ticket revenue from ticket auctions and VIP ticket package (less any service charges retained by the ticketing company) shall be part of the Adjusted Gross Ticket Revenue.

Net Ticket Revenue, as used in "percentage of net after show costs" deals, is that ticket revenue, which is derived from tickets sold, less deductions (which are listed above) and also less show costs.

Producer/Artist shall adhere to all laws, policies, rules, and regulations applicable to the Event.

The City of Brandon, Mississippi, a Municipal Corporation shall not be responsible for any loss or damage to any property of Producer/Artist or the Brandon Amphitheater resulting from fire, theft, or any other cause unless due to the negligence or willful misconduct of the City of Brandon, Mississippi, a Municipal Corporation. Nor shall the City of Brandon, Mississippi, a Municipal Corporation, be liable for any loss or damage to persons or property caused by Producer/Artist or their representatives and will not indemnify and hold Producer/Artist harmless from same.

Notwithstanding any provision to the contrary the City of Brandon, Mississippi shall not be responsible for purchasing, providing and/or supplying alcoholic beverages to or for artist and/or artist personnel.

This offer may not be modified, altered, or amended except by a written instrument signed by both parties. In the event any terms of Producer/Artist's contract and/or contract rider arising from this offer conflicts with the terms of offer, the terms of this offer shall prevail. Future the doctrine of merger shall not apply.

In the event either Producer/Artist or their affiliates cancel any performance for any reason including, but not limited to a force majeure event, all deposits/monies shall be refunded to the City of Brandon, Mississippi, a Municipal Corporation. In the event the City of Brandon, Mississippi, a Municipal Corporation cancels the Producer/Artist's performance due to a force majeure event, including but not limited to the following: a) government ordered evacuations, b) flooding that prevents full use of venue and/or limits ingress or egress into surrounding area, c) a storm condition named by the National Weather Service (i.e. Tropical Depression, Hurricane, etc.) within 200 miles of venue within forty-eight (48) hours of the event, d) a tornado which the National Weather Service places the venue in its track on day of event, e) acts of terrorism, f) civic disobedience, g) a declaration of war, or h) governmental restriction, then Producer/Artist shall not receive any monies and shall promptly return City of Brandon, Mississippi, a Municipal Corporation any monies previously paid to Producer/Artist for said performance.

The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intent and purpose of this Offer.

The City of Brandon, Mississippi, a Municipal Corporation shall provide general liability insurance in the amount of Five Million Dollars (\$5,000,000.00) and shall name Producer/Artist as additional insured.

Producer/Artist shall provide general liability insurance in the amount of One Million (\$1,000,000.00) and shall name the City of Brandon, Mississippi, a Municipal Corporation and its officials, employees, and agents as additional insured.

Please be advised that Red Mountain Entertainment, LLC is the authorized agent for the City of Brandon, Mississippi, a Municipal Corporation and is acting solely in this capacity. Any contract shall be issued in the name of Purchaser, the City of Brandon, Mississippi, a Municipal Corporation.

Producer and Artist acknowledge that Purchaser is a political subdivision of the State of Mississippi and is entitled to certain privileges, immunities, defenses, limitations of damages and other protections afforded governmental entities under the laws of the State of Mississippi in general and as provided in Section 11-46-1 et. seq. (1972 as amended) (The Mississippi Tort Claims Act) in particular, and that such privileges, immunities, defenses, limitation of damages and other protections cannot be waived by the Purchaser and are reserved and asserted herein in all respects, the terms of this agreement notwithstanding.

In the event Producer/Artist is appearing as a support act and the headline Producer/Artist cancels its appearance for any reason (justified or unjustified) any contract arising from this offer may be canceled by the City of Brandon, Mississippi, a Municipal Corporation in its sole discretion and in such event all deposits shall immediately be refunded.

Notwithstanding any provision to the contrary, in the event Producer/Artist is a Co-Headline Act and the other Co-Headline Act cancels its performance or fails to appear, the engagement shall be deemed cancelled and none of the parties shall have further liability to the other parties except that any deposit paid to either Co-Headline Act by the City of Brandon, Mississippi, a Municipal Corporation shall be refunded in full to the City of Brandon, Mississippi, a Municipal Corporation. Further all performances are subject to the terms and conditions of the Force Majeure clause set forth in the offer of the City of Brandon, Mississippi, a Municipal Corporation.

Supplies and services owned or provided by the City of Brandon, Mississippi, a Municipal Corporation, including but not limited to rent, spot lights, towels, tarps, telephone, ticket services, decorations and furniture will be provided for the Engagement at a charge pre-negotiated by and between the City of Brandon, Mississippi, a Municipal Corporation and Producer/Artist, which charge may include the City of Brandon, Mississippi, a Municipal Corporation's overhead or other charges in relations thereto, and such charge shall be charged at the agreed upon amount as a charge for the Engagement, Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation understand and agree that the settlement at the time of the Engagement is based on final bills, or estimated bills at the conclusion of the Engagement, the parties agree that the amount stipulated in the settlement signed by Producer/Artist's representative and by the City of Brandon, Mississippi, a Municipal Corporation, except as noted in writing at settlement, shall be final and binding as between Producer/Artist and the City of Brandon, Mississippi, a Municipal Corporation.

Producer/Artist will indemnify, hold harmless and defend the City of Brandon, Mississippi, a Municipal Corporation and its officials, officers, employees and agents from and against any action, claim, demand or liability, including reasonable attorneys' fees, to the extent such claim arises out of or is based upon the actions or omissions of Producer/Artist or its directors, officers, employees, and agents in performing under this Agreement. The City of Brandon, Mississippi, a Municipal Corporation will have the right to participate in the defense of any such claim through counsel of its own choosing.

Any dispute arising from any contract issued as a result of this offer shall be controlled and subject to the laws of the State of Mississippi, the State of Mississippi's choice of law's provisions notwithstanding, and all parties consent to personal and subject matter jurisdiction in the appropriate state court in Rankin County, Mississippi, which state court shall have exclusive jurisdiction of any controversy between the parties.

LIMITATION OF DAMAGES. THE CITY OF BRANDON, MISSISSIPPI, A MUNICIPAL CORPORATION, SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE

DAMAGES (INCLUDING DAMAGES FOR LOSS OF USE, POWER, BUSINESS GOODWILL, REVENUE OR PROFIT, NOT FOR INCREASED EXPENSES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT. MOREOVER, THE CITY OF BRANDON, MISSISSIPPI RELIES UPON AND INCORPORATES BY REFERENCE THE DAMAGE LIMITATIONS AS PROVIDED IN THE MISSISSIPPI TORT CLAIMS ACT.

ADDITIONAL TERMS

1. Any tickets held by Artist or held at the request of Artist on behalf of another entity, within 4 weeks of show date, shall be considered sold tickets. Artist shall be solely responsible for the cost of such tickets at settlement.
2. Approval of this offer will constitute your confirmation that Live Nation will be allowed to hold Fifty (50) Tickets for each show represented in this offer, within the best 500 seats in the venue, for purchase at full face value by Live Nation employees. Any unsold tickets will be returned to Open Inventory, not less than Five (5) working days prior to the show date.
3. Live Nation shall execute and place all marketing spend. Live Nation will work in conjunction with artist representative(s) on any and all paid advertising campaigns, including centralized digital advertising. However, all marketing spend must be placed by Live Nation directly with outside vendors, billed to Live Nation and paid for directly by Live Nation.
4. Live Nation and/or its affiliated entities, due to a larger overall relationship with a vendor such as an agreement to provide a certain number of shows to a venue or contractor, may be entitled to receive certain payments, volume rebates or other discounts which will not be included in financial settlement of this engagement. Income and receipts from parking, food and beverage concessions, ticket service charges, suites or box seats, local share of merchandise, risk reward relationship from venue co-promotion and Live Nation's or co-promoter's sponsorships will not be included in settlement.
5. Live Nation shall be entitled to deduct and withhold, from consideration payments for Artist's performance of this engagement, any and all income and/or withholding taxes or other amounts legally required to be withheld by applicable national, state, local or other taxing or revenue authority.
6. To the extent that performance of this engagement is prevented by a Force Majeure Event, the engagement shall be cancelled, no consideration shall be payable to Artist and each party shall bear its own costs. Any rescheduling of the engagement shall be subject to the parties' negotiation of new terms and conditions. "Force Majeure Event" means an event beyond either party's reasonable control, that makes performance of the engagement impossible, impracticable, unfeasible or unsafe, including without limitation, Artist illness, injury or death, act or regulation of public authority, fire, flooding, hazardous conditions, riot or civil commotion, lockout, strike or other labor dispute, disease, epidemic, pandemic (e.g., Covid-19, Ebola, SARS), substantial interruption in, delay or failure of necessary transportation or technical facilities, war conditions, act of public enemy or terrorism, emergencies or acts of God.
7. In the event that conditions are not deemed a Force Majeure Event as defined above, but in order to comply with requirements of any applicable governmental authority and/or public health protocols generally endorsed by the professional medical community: (a) the mutually approved sellable capacity confirmed as part of the financial terms set forth herein is reduced by 10% or more, and/or (b) the mutually approved show expenses set forth herein are increased by 10% or more, then Live Nation shall have the right to adjust the Artist consideration by an amount that accounts for such sellable capacity reduction and/or expense increase, based on commercially reasonable, good faith negotiations by the parties; provided however, that in the event that the parties cannot agree on the adjusted amount, each party shall each have the unilateral right to cancel this engagement without penalty or further obligation and any advance/deposit payments shall be promptly refunded to Live Nation.
8. Live Nation and venue management shall implement and comply with health and safety protocols related to the use and occupancy of the applicable venue, the operation of this engagement and/or any standards related to COVID-19 or other public health emergency (collectively, "Operational Protocols"). Operational Protocols shall be based on requirements imposed by government and/or public authorities, guidelines generally endorsed by the professional medical community, and industry standards. Artist and its personnel shall comply with all Operational Protocols.

THIS OFFER EXPIRES 14 DAYS AFTER THE DAY IT WAS SUBMITTED AND CAN BE RESCINDED ANY TIME PRIOR TO SUCH 14TH DAY BY VERBAL OR WRITTEN NOTIFICATION.

Offer ID: Evt-1706938

Printed: 6/4/2024 5:56:15 PM by Integration User

Executed on this 4th day of June 2024 after first having been authorized to do so.



Hon. Butch Lee, Mayor
City of Brandon, MS



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JODY COMPTON
DATE: 06/12/2024
SUBJECT: CONSIDERATION TO APPROVE THE LOWEST AND BEST QUOTE

Consideration to accept quotes for the Library Planting Design renovation and award Barry Landscape, Inc. in the amount of \$41,400.00 as the lowest and best quote, and authorize the Mayor to execute the same.

ATTACHMENTS:

1. Quote_Ambiance Landscape-Library
2. Quote_Murphys Lawn and Landscape-Library
3. Quote_Barry Landscape-Library



CITY OF BRANDON
1000 MUNICIPAL DRIVE
BRANDON, MISSISSIPPI 39042

Sales: Joshua McCrory
City of Brandon - City Library
1000 Municipal Drive Brandon, Mississippi 39042

Est ID: EST4330597
Date: Dec-29-2023

Mississippi Certificate of Responsibility: 17154-SC

Bureau of Plant Industry Registered Technician: License No. 34777

Mississippi Horticulture Weed Control ID No. 42456

Louisiana Board of Contractors: Landscaping, Grading and Beautification 68635

Louisiana Horticulture License 18-3845

Arkansas Commercial Contractor 0347020517 ID#36252

ICPI certified LVL1-0313142012

Demo and Removal

\$2,796.36

Demo and Removal of all plant material as discussed during consultation meeting

3 Each Disposal (Dump)

Drainage Line Correction

\$7,848.09

Removal of existing Black Drainage Piping

Installation of PVC 6" Drainage Lines not to exceed 160LF

**Installation of new drain lines were proposed because there are some areas where the existing corrugated lines are

compromised and with the potential new stone mulching it would be ideal to install a new line for longevity of life

23 each	Pipe-PVC 6" (SDR35 solid) - 10' stick
15 Each	Drainage - Various Fittings - 6"

Edging and Rock Drainage Area

\$6,755.67

Removal of timber edge (existing)

Installation of Brown Metal Edging 600LF

Existing gravel will be leveled/moved or lower as needed

Installation of Filter Fabric at ground level

Installation of Over-Sized Washed Gravel around building where stone is currently located

60 PC	Col-Met Steel Landscape Edging Brown 14 Gauge 1/16 in. x 4 in. x 10 ft.	Edging Edging / Pins
2 each	Fabric-Filter 4'x300'	
1 each	Erosion-Sod staples - 1000 ct.	
15 Each	Gravel - Oversized Washed Gravel	

Landscape Installation

\$8,322.55

Preparation of Landscape Beds for new plantings

Plant Material will be spaced and planted as needed to fill landscape beds

Installation of Stone Border around the monument sign

Mulching of areas as discussed

****Proposal does not include purchasing mulch for proposed landscape beds, it was discussed in the consultation meeting to use bulk shredded hardwood mulch the city has mulch that will be used. We will transport mulch to project location using Ambiance Landscape Trucks**

8 each	Soils-Lomate - cu. yd.
3 Each	Tree - Little Gem Magnolia - #15
33 Each	Shrub - Loropetalum - #3
18 Each	Shrub - Pink Muhly Grass - #3
15 each	Shrubs-Anthony Waterer Spirea - #3
17 Each	Shrubs -Sweet Olive - #3

17 Each	Shrub - ShiShi Camellia - #3
11 each	Oakland Holly - #7
11 Each	Shrub - Parson Juniper - #3
1	Construction - Stone Border (Monument Sign)

Irrigation Installation / Troubleshoot and Location

\$21,429.39

Irrigation System is not operating now, this portion of the proposal includes time and material to locate the existing valves and see why the pressure is not operational

**This item is a unknown budget, more or less time and material may be needed to start the operation of the system and will be discussed and billed accordingly

Installation of 3 new Irrigation Spray Zones throughout areas where work will be preformed

Installation of New Irrigation Controller and Valves

Installation of 3 Bores to allow access for water

3 Each	Irrigation - Spray Zone Installation
1 Each	Irrigation - Controller and Valve Replacement
1 Each	Irrigation - Irrigation Troubleshoot and Repair
3	Irrigation - Bore Installation

Estimate Total

\$50,452.70

Contract Payment Summary

PO # **Contract #**

1. Bid is per specs and drawings received
2. Due to increases in material prices and freight, pricing is only good for 30 days.
3. Any invoice not paid in full within the agreed upon terms will be subject to a 2% finance charge per 15 day period payment is late
4. All work includes a one (1) year warranty on all plants purchased and installed by Ambiance Landscape, provided a sufficient automatic watering system is in place at time of landscape installation. Transplanted plants, perennials and annuals are not guaranteed.
5. Additional work outside the scope of work included in this bid will be billed at a rate of \$45.00 per man hour and will require a change order. Materials will be added as well.
6. All grading proposed assumes rough grading is complete and within a 2% finish grade. All additional grading will

Ambiance Landscape
P. O. Box 5396
Brandon, Mississippi
39047

P.601.559.8996

Ambiancelandscape.net
Josh@ambiancelandscape.net

be charged at a rate of \$65.00 per man hour plus equipment charges and will require a change order. Materials will be added as well.

7. Irrigation pricing does NOT include: water meter or fees, power to controller, sleeves or boring, or hot tap

Contractor:



Joshua McCrory

Client:

Signature Date:

05/30/2024

Signature Date:

Email: Josh@ambiancelandscape.net

Murphy's Lawn & Landscape, Inc.

P.O. Box 2342
Brandon, MS 39043

Estimate

Date	Estimate #
5/30/2024	14530

Name / Address
City of Brandon Attention: Jody Compton

Description	Qty	Cost	Total
We hereby submit estimates for landscaping as follows: Brandon Library To effectively renovate landscaping, drainage, and irrigation as specified in recent Request for Proposal. All materials, labor, transportation of mulch, and disposal are included in quotation.	1	45,784.57	45,784.57
Please call Ryan with any questions 601-624-5232	Total \$45,784.57		

Customer Signature _____

Barry
Landscape INC.

4210 Lakeland Drive • Jackson, MS 39232-8804

Telephone : 601-932-6606

Fax :601-939-6889

E-Mail: Barland1@aol.com

MS. Certificate of Responsibility No. 08022

TO: JODY C.

BASE BID: \$41,400.00

COMPANY: CITY OF BRANDED

ALTERNATES 1. _____

FROM: PAUL WATSON

2. _____

DATE: 5/14/24

3. _____

4. _____

PROJECT: BRANDED

PUBLIC LIBRARY

ADDENDA RECEIVED: 1: _____

2: _____

BID DATE: _____

3. _____

4. _____

ABOVE INCLUDES : ADDITIONAL INSURED SEE ATTACHED

* DOES NOT INCLUDE: WAIVER OF SUBROGATION , SOD, SEED,
TAX

ABOVE PRICE QUOTED GOOD FOR 30 DAYS FROM BID DATE.

SIGNED : PAUL WATSON
PAUL WATSON, ESTIMATOR

DATE: 5/14/24

PROPOSAL



☐ Temple W. Barry, Landscape Architect
☒ Paul W. Watson, Landscape Planner

OFFICE LAND LINE

601-932-6606

JOB BEGINNING

APPOINTMENT

Name:

Address:

City / Zip

Phone:

PLEASE NOTE:

BARRY LANDSCAPE will not/cannot be responsible for damage to any underground lines or utilities, marked or unmarked including but not limited to cables, irrigation lines and wires, lighting wires and phone lines. Also, we may be unable to complete removal of old plantings and/or installation of new plantings due to unknown locations of these lines.

Initial

VISIT OUR WEBSITE AT - www.barrylandscape.net

CONTRACT AGREEMENT ON WORK SPECIFIED BELOW.

TERMS: Due on completion of work.

ESTABLISHED ACCOUNTS: Due and payable by the tenth of the month following the month of purchase. No exceptions unless prior arrangements made under contract.

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL:

Notify **BARRY LANDSCAPE, INC.** in writing within 60 days after completion of work. If not notified during this period there will be a service charge of 1 1/2% per month applied to the account.

All accounts not paid in full within 90 days of purchase will be considered in default. Should, upon default BARRY LANDSCAPE, INC. retain an attorney for the purposes of collection, purchaser agrees to pay all reasonable attorney fees, whether or not suit is filed.

SIGNED

DATE _____ 20 _____ NOTE: Prices below as quoted
good for 30 days from date shown in upper left hand corner of proposal.

[illegible]



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/17/2024
SUBJECT: REPLACING POLICE DEPARTMENT DESKTOPS

Consideration to approve the lowest and best quote received from TechSource Solutions, in the amount of \$14,000.00 for the replacement desktop computers for the Police Department. This will replace all the aging desktop computers the Police Department currently owns, which are approximately ten-years old. The items are budgeted.

ATTACHMENTS:

1. TSSQ6914

Quoted To:

City of Brandon
Mary Ann Hess
Brandon, MS 39042
United States

Phone (601) 825-5021
Fax

Prepared By:

Jared Grant
jgrant@techsource.ms
601-914-6888

Ship Via:

Terms: NET30

Replacement pc's for the police department

Description	Unit Price	Qty	Ext. Price
☐ Dell OptiPlex Small Form Factor PC - Part number G2V4X For Police Department Intel Core i5-14500 / 2.60 GHz 16GB Ram 512 SSD Hard Drive Windows 11 Pro 3 Year Dell NBD Onsite Support	\$875.00	16	\$14,000.00

Subtotal	\$14,000.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$14,000.00

Please contact me if I can be of further assistance.

Quote valid for 30 days. Taxes, shipping, handling and other fees may apply.
Unless otherwise stated, this quote does not include any labor charges. We reserve the right to cancel orders arising from pricing or other errors.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/13/2024
SUBJECT: CONSIDERATION OF A REQUEST TO PAY THE ANNUAL INVOI

Consideration of a request to pay the invoice from CivicPlus, which provides the emergency and mass notification platform for the city, in the amount of \$19,146.46. The invoice is due by July 31, 2024.

ATTACHMENTS:

1. Invoice_305731_1717444435290



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#305731

8/1/2024

PO #

Bill To

Theresa Trebotich
City of Brandon
PO Box 1539
Brandon MS 39043

TOTAL DUE

\$19,146.46

Due Date: 8/31/2024

Terms	Due Date	PO #	Approving Authority
Net 30	8/31/2024		

Qty	Item	Start Date	End Date
1	Reach unsubscribed citizens and travelers during an emergency via the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System.	8/1/2024	7/31/2025
1	Emergency and Mass Notification Platform with Multi-Channel Alerting, NOAA Weather Alerts, Templates, Geo-targeting, Internal Secure Chat, Task lists, Polling, Mobile Apps (Gov and Public)	8/1/2024	7/31/2025

Total \$19,146.46

Due **\$19,146.46**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 06/14/2024
SUBJECT: CONSIDERATION FOR A REQUEST FOR PERMISSION TO ACCE

ATTACHMENTS:

1. Trustmark Water utility Easement w Exhibit

Prepared by and Return to:

BAKER LAW FIRM, P.C.
P.O. BOX 947
BRANDON, MS 39042
601-824-7455

INDEX: 0.12 ACRES +/- IN THE NW ¼ OF THE NE ¼ SECTION 17, T5N, R3E, CITY
OF BRANDON, RANKIN COUNTY, MISSISSIPPI

CITY OF BRANDON
PERMANENT WATER UTILITY EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned

Trustmark National Bank,
a National Banking Association
248 E. Capitol Street, Jackson, MS 39201
601-208-2927
“Grantor”

does hereby give, convey, and warrant to

The City of Brandon, Mississippi,
a Municipality of the State of Mississippi
P.O. Box 1539
Brandon, Mississippi 39043
601-825-5021
“Grantee”

a permanent water utility easement and right-of-way with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water line and related underground equipment and/or appurtenances thereunto required, over, across and/or under a certain parcel of real property lying and being situated in Rankin County, Mississippi, a more accurate description of said property being attached hereto and made a part hereof as though fully copied herein in words and figures and marked Exhibit "A" attached hereto and incorporated herein.

This permanent water utility easement and right-of-way is subject to all easements and rights-of-way of record in the office of the Chancery Clerk of Rankin County, Mississippi.

And further, the Grantee shall have the right of ingress and egress upon the lands above described for the purpose of constructing, maintaining and repairing the above described water system utility improvements.

It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

The Grantee covenants that following construction of said water utility system improvements it will return the surface to as near as original condition as possible.

The Grantor has been fully advised of and accordingly waives any rights, if any, under the provisions of the Real Property Acquisition Policies Law MCA Section 43-37-1 *et. seq.* and 42 U.S.C. Section 4601 *et. seq.* and 49 CFR 1.48 (cc).

The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

WITNESS THE SIGNATURE of the Grantor on this the _____ day of _____, 2024.

Trustmark National Bank,
a National Banking Association

By: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, who acknowledged to me that as _____ of Trustmark National Bank, a National Banking Association, s/he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____ 2024.

NOTARY PUBLIC

(SEAL)

EXHIBIT "A"

Legal Description For 15' Utility Easement

A tract or parcel of land containing **0.12 acres**, more or less, lying and being situated in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found $\frac{1}{2}$ inch iron pin marking the Northwest corner of Section 16, Township 5 North, Range 3 East; run thence

South 87 degrees 33 minutes 33 seconds West for a distance of 2,615.96 feet to a set $\frac{1}{2}$ inch iron pin marking South right of way of U.S. Highway No. 80 and the **Point of Beginning** of the herein described property; thence

South 00 degrees 55 minutes 29 seconds East for a distance of 348.22 feet to a set $\frac{1}{2}$ inch iron pin; thence

South 83 degrees 51 minutes 50 seconds West for a distance of 15.06 feet to a set $\frac{1}{2}$ inch iron pin; thence

North 00 degrees 55 minutes 29 seconds West for a distance of 350.91 feet to a set $\frac{1}{2}$ inch iron pin; thence

Southeasterly along the arc of a curve to the right for a distance of 15.06 feet, said curve having a radius of 5175.46 feet, and a deflection angle of 00 degrees 10 minutes 00 seconds, (chord bearing and distance, South 85 degrees 52 minutes 39 seconds East, 15.06 feet) to a set $\frac{1}{2}$ inch iron pin; thence

Prepared by:

Benchmark Engineering and Surveying, LLC

101 Highpointe Court, Suite B

Brandon, MS 39042

(601) 591-1077 Office

(601) 591-0711 Fax

Email: mlove@benchmarkms.net

660 Katherine Drive, Suite 301

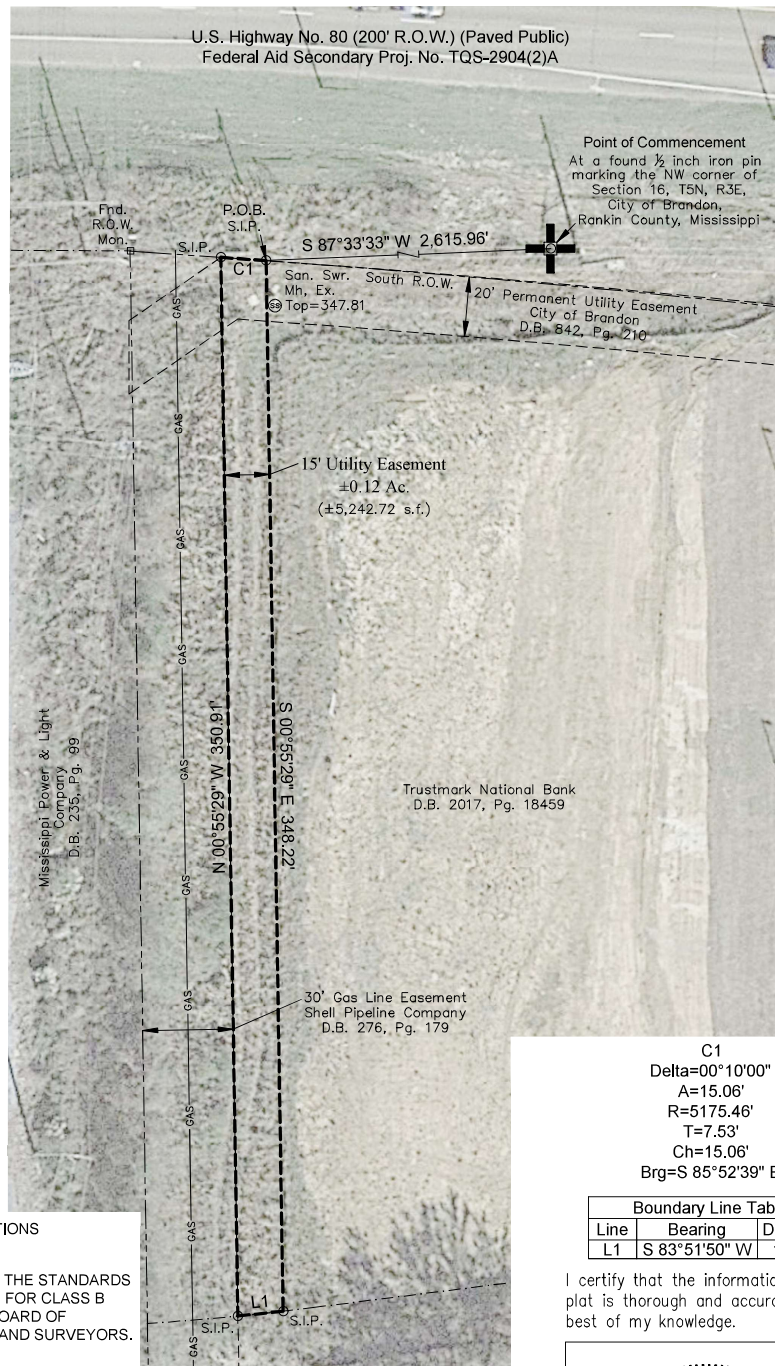
Flowood Drive, MS 39232

(601) 627-7780 Office

Email: gbonds@benchmarkms.net

PLAT OF SURVEY
15' UTILITY EASEMENT

SITUATED IN THE NW ¼ OF THE NE ¼ OF SECTION 17, T5N, R3E,
CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI



SCALE: 1"= 50'

DATE OF FIELD SURVEY: 8-30-22

DEED BOOK 2017, PAGE 18459

GEODETIC NORTH, BASED ON GPS OBSERVATIONS

CLASSIFICATION:
THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN MISSISSIPPI FOR CLASS B SURVEYS AS ADOPTED BY THE MISSISSIPPI BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.

FLOOD NOTE:
THIS PARCEL IS LOCATED IN FLOOD ZONE X (NOT SHADED) ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28121C0192F, COMMUNITY PANEL NO. 280143 0192 F, EFFECTIVE DATE: JUNE 9, 2014.

THIS PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A TITLE EXAMINATION OF SAID PROPERTY.

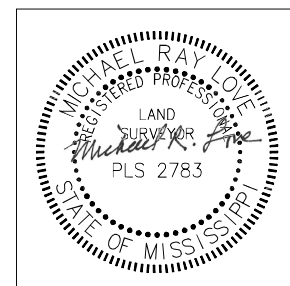
THE EASEMENT SHOWN AND DESCRIBED HEREON IS PROPOSED. THIS EASEMENT IS NOT CONVEYED NOR CREATED BY VIRTUE OF THIS PLAT; A DEED WILL NEED TO BE EXECUTED BY THE CURRENT OWNER TO CONVEY THIS RIGHT.

THERE MAY BE STRUCTURES AND IMPROVEMENTS LOCATED ON THIS TRACT WHICH ARE NOT SHOWN HEREON.

C1
Delta=00°10'00"
A=15.06'
R=5175.46'
T=7.53'
Ch=15.06'
Brg=S 85°52'39" E

Boundary Line Table		
Line	Bearing	Distance
L1	S 83°51'50" W	15.06'

I certify that the information on this plat is thorough and accurate to the best of my knowledge.



DATE:	6-11-24	DWG. NO:	B-11032
DRAWN:	CHF	PROJ. NO:	B-11032
CHECKED:	MRL	CREW:	CHASE
REVISED:			
DWG PATH: F:\PROJECTS\B-11032\Drawings\B-11032.DWG			

BENCHMARK
ENGINEERING & SURVEYING, LLC
CIVIL ♦ STRUCTURAL ♦ PLANNING ♦ SURVEYING ♦ UAV MAPPING
BRANDON | FLOWOOD | MADISON
EST. 2004 www.benchmarkms.net 601-627-7780



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/10/2024
SUBJECT: MORRIS DRIVE SEWER EASEMENTS

Consideration for a request for permission to accept two easements, pertaining to property on Morris Drive off Highway 18, across from Brown Bottling.

ATTACHMENTS:

1. Consolidated Pipe Lift Station Sewer Easement
2. Forestry Suppliers Lift Station Sewer Easement

Prepared by and Return to:

Baker Law Firm, P.C.
P.O. Box 947
Brandon, MS 39043
601-824-7455

INDEX: 2,000 s.f. +/- IN THE SW 1/4 OF THE NW 1/4 OF SECTION 19, T5N, R3E,
CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

**CITY OF BRANDON
PERPETUAL AND PERMANENT SEWER UTILITY EASEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
the undersigned,

Consolidated Pipe & Supply Company, Inc.
1205 Hilltop Parkway
Birmingham, AL 35204
205-323-7261
"Grantor"

does hereby transfer, grant, convey, and warrant unto to the

City of Brandon, Mississippi
P.O. Box 1539
Brandon, MS 39043
601-825-5021
"Grantee"

a perpetual and permanent sewer utility easement and right-of-way with the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, alter, clean, replace and remove sewer lines, sewer facilities, including lift stations, manholes, basins, booster pump stations, electrical conduit, safety switches and/or all other equipment and/or appurtenances thereunto required, necessary and incident to the purposes of this easement, and in connection with the same, to place machinery and materials which may be necessary to effect the purposes of this easement upon the land of the Grantor, over, across and/or under a certain parcel of real property lying and being situated in Rankin County, Mississippi; to-wit,

See Exhibit "A" attached hereto and incorporated herein by reference.

This permanent utility easement and right-of-way is subject to all easements and rights-of-way of record in the office of the Chancery Clerk of Rankin County, Mississippi.

It is understood and agreed that this easement and right-of-way shall give and convey to the Grantee herein the right of ingress and egress upon the lands above described for the purpose of constructing, maintaining, repairing, operating and inspecting the above described sewer system utility improvements.

It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

The Grantor has been fully advised of and accordingly waives any rights, if any, under the provisions of MCA Section 43-37-1 et. seq. and 42 U.S.C. Section 4601 et. seq. and 49 CFR 1.48 (cc).

The Grantee covenants that following construction of said sewer system utility improvements it will return the surface to as near as original condition as possible.

The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

WITNESS THE SIGNATURE of the Grantor on this the ____ day of _____
2024.

Consolidated Pipe & Supply Company, Inc.

BY: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, who acknowledged to me that as the _____ of Consolidated Pipe & Supply Company, Inc., s/he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned after having been authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____ 2024.

(SEAL)

NOTARY PUBLIC

**DESCRIPTION
FOR
LIFT STATION EASEMENT #1 (CONSOLIDATED PIPE & SUPPLY COMPANY, INC.)
0.046 ACRES, MORE OR LESS
(2,000 S.F., MORE OR LESS)**

A TRACT OR PARCEL OF LAND CONTAINING **0.046 ACRES**, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, T5N-R3E CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCING AT A FOUND IRON PIN MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; RUN THENCE

EAST FOR A DISTANCE OF 838.66 FEET TO A POINT; THENCE

NORTH FOR A DISTANCE OF 3205.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE FORESTRY SUPPLIERS, INC. PROPERTY AS RECORDED IN DEED BOOK 2016, PAGE 2236 IN THE OFFICE OF THE CHANCERY CLERK, RANKIN COUNTY, MISSISSIPPI AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PROPERTY; THENCE

NORTH 35 DEGREES 11 MINUTES 06 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID FORESTRY SUPPLIERS, INC. PROPERTY FOR A DISTANCE OF 80.00 FEET TO A POINT; THENCE

LEAVING SAID SOUTHWEST LINE OF THE SAID FORESTRY SUPPLIERS, INC. PROPERTY, SOUTH 54 DEGREES 48 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 25.00 FEET TO A POINT; THENCE

SOUTH 35 DEGREES 11 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE; THENCE

NORTH 54 DEGREES 48 MINUTES 54 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 25.00 FEET TO THE **POINT OF BEGINNING**.

SAID PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A TITLE EXAMINATION OF THE SUBJECT PROPERTY.

SAID PROPERTY IS SUBJECT TO A 15' AND VARIABLE INFRASTRUCTURE EASEMENT LYING 15' AND VARIABLE NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE.

**EXHIBIT
"A"**

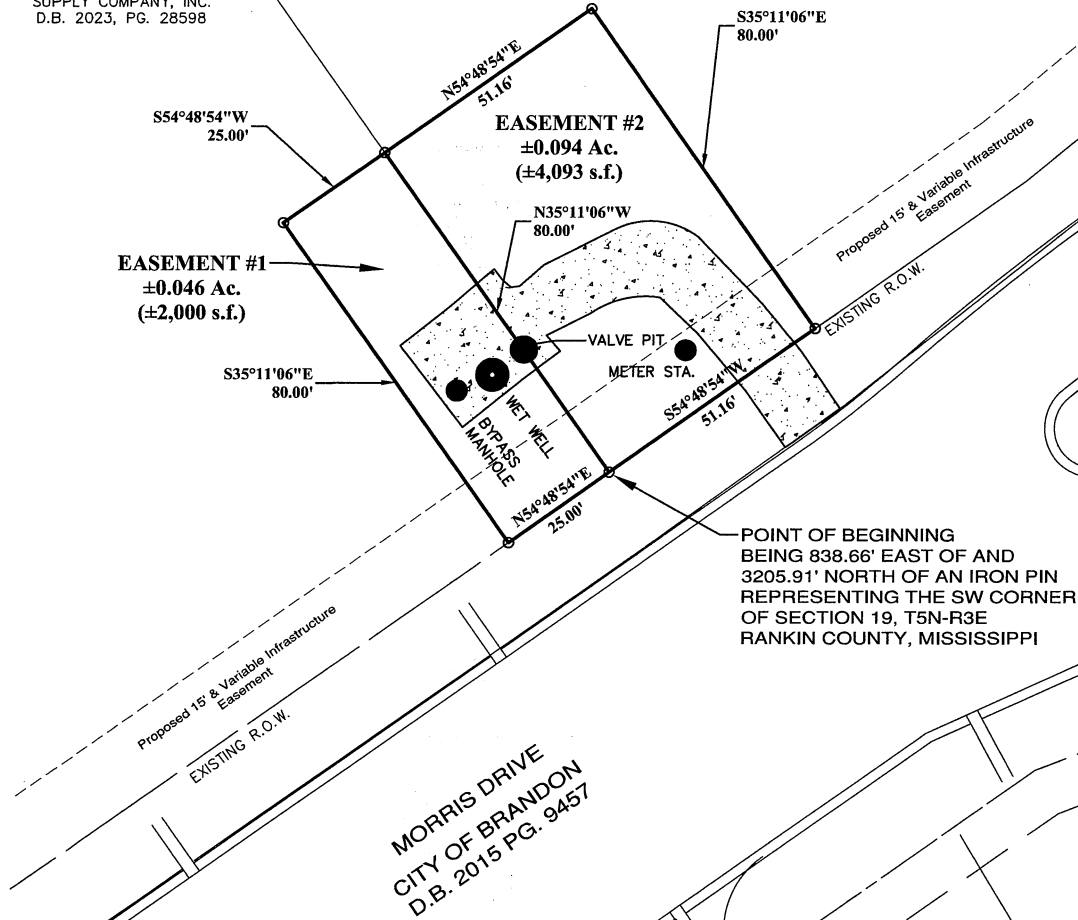
F:\DWG\24-034\DESC\Lift Station Easement #1.doc
04-16-2024

Prepared by:
Guest Consultants, Inc.
Consulting Engineers - Surveyors
26 Eastgate Drive, Suite C
Brandon, MS 39042
P. O. Box 1225
Brandon, MS 39043
601-825-8341

PLAT OF SURVEY
CITY OF BRANDON LIFT STATION EASEMENTS (MORRIS DRIVE)
SITUATED IN THE SW 1/4 OF THE NW 1/4
OF SECTION 19, T5N-R3E,
CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI

FORESTRY SUPPLIERS, INC.
D.B. 2016, PG. 2236

CONSOLIDATED PIPE &
SUPPLY COMPANY, INC.
D.B. 2023, PG. 28598



Bearings Based On Solar Observation

S.I.P.: Set 1/2" Iron Pin

F.I.P.: Found Iron Pin

SURVEY CLASS: B

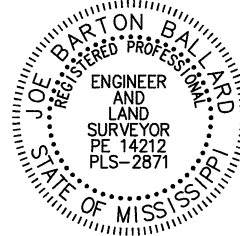
This parcel is located in Flood Zone SHADED X per Flood Insurance Rate Map 28121C0193 F, Community Panel No. 280143 0193 f, Effective June 9, 2014

DEED: Book 2016, Page 2236

DEED: Book 2023, Page 28598

Guest Consultants, Inc. did not perform a title examination. This property may be subject to recorded, unrecorded, or misindexed instruments which would be disclosed by a title examination of subject property.

I certify that the information on this plat is thorough and accurate to the best of my knowledge.



GUEST CONSULTANTS, INC.
CONSULTING ENGINEERS - SURVEYORS
Twenty Six Eastgate Dr.*P.O. Box 1225*Brandon, MS 39042
Telephone (601) 825-8341
Fax (601) 825-3032 * www.guestconsultants.com



Prepared by and Return to:

Baker Law Firm, P.C.
P.O. Box 947
Brandon, MS 39043
601-824-7455

INDEX: 4,093 s.f. +/- IN THE SW 1/4 OF THE NW 1/4 OF SECTION 19, T5N, R3E,
CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI

**STATE OF MISSISSIPPI
COUNTY OF RANKIN**

**CITY OF BRANDON
PERPETUAL AND PERMANENT SEWER UTILITY EASEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other
good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
the undersigned,

Forestry Suppliers, Inc.
205 West Rankin Street
Jackson, MS 39201-6199
601-354-3565
"Grantor"

does hereby transfer, grant, convey, and warrant unto to the

City of Brandon, Mississippi
P.O. Box 1539
Brandon, MS 39043
601-825-5021
"Grantee"

a perpetual and permanent sewer utility easement and right-of-way with the right to erect, construct, install, lay, use, operate, inspect, repair, maintain, alter, clean, replace and remove sewer lines, sewer facilities, including lift stations, manholes, basins, booster pump stations, electrical conduit, safety switches and/or all other equipment and/or appurtenances thereunto required, necessary and incident to the purposes of this easement, and in connection with the same, to place machinery and materials which may be necessary to effect the purposes of this easement upon the land of the Grantor, over, across and/or under a certain parcel of real property lying and being situated in Rankin County, Mississippi; to-wit,

See Exhibit "A" attached hereto and incorporated herein by reference.

This permanent utility easement and right-of-way is subject to all easements and rights-of-way of record in the office of the Chancery Clerk of Rankin County, Mississippi.

It is understood and agreed that this easement and right-of-way shall give and convey to the Grantee herein the right of ingress and egress upon the lands above described for the purpose of constructing, maintaining, repairing, operating and inspecting the above described sewer system utility improvements.

It is further understood and agreed that the consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

The Grantor has been fully advised of and accordingly waives any rights, if any, under the provisions of MCA Section 43-37-1 et. seq. and 42 U.S.C. Section 4601 et. seq. and 49 CFR 1.48 (cc).

The Grantee covenants that following construction of said sewer system utility improvements it will return the surface to as near as original condition as possible.

The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

WITNESS THE SIGNATURE of the Grantor on this the ____ day of _____
2024.

Forestry Suppliers, Inc.

BY: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, who acknowledged to me that as the _____ of Forestry Suppliers, Inc., s/he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned after having been authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____ 2024.

(SEAL)

NOTARY PUBLIC

**DESCRIPTION
FOR
LIFT STATION EASEMENT #2 (FORESTRY SUPPLIERS, INC.)
0.094 ACRES, MORE OR LESS
(4,093 S.F., MORE OR LESS)**

A TRACT OR PARCEL OF LAND CONTAINING **0.094 ACRES**, MORE OR LESS, LYING AND BEING SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, T5N-R3E CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCING AT A FOUND IRON PIN MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; RUN THENCE

EAST FOR A DISTANCE OF 838.66 FEET TO A POINT; THENCE

NORTH FOR A DISTANCE OF 3205.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE FORESTRY SUPPLIERS, INC. PROPERTY AS RECORDED IN DEED BOOK 2016, PAGE 2236 IN THE OFFICE OF THE CHANCERY CLERK, RANKIN COUNTY, MISSISSIPPI AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PROPERTY; THENCE

NORTH 35 DEGREES 11 MINUTES 06 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID FORESTRY SUPPLIERS, INC. PROPERTY FOR A DISTANCE OF 80.00 FEET TO A POINT; THENCE

LEAVING SAID SOUTHWEST LINE OF THE SAID FORESTRY SUPPLIERS, INC. PROPERTY, NORTH 54 DEGREES 48 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 51.16 FEET TO A POINT; THENCE

SOUTH 35 DEGREES 11 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE; THENCE

SOUTH 54 DEGREES 48 MINUTES 54 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF MORRIS DRIVE FOR A DISTANCE OF 51.16 FEET TO THE **POINT OF BEGINNING**.

SAID PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A TITLE EXAMINATION OF THE SUBJECT PROPERTY.

SAID PROPERTY IS SUBJECT TO A 15' AND VARIABLE INFRASTRUCTURE EASEMENT LYING 15' AND VARIABLE NORTH OF AND PARALLEL WITH THE NORTH RIGHT-OF-WAY OF MORRIS DRIVE.

**EXHIBIT
"A"**

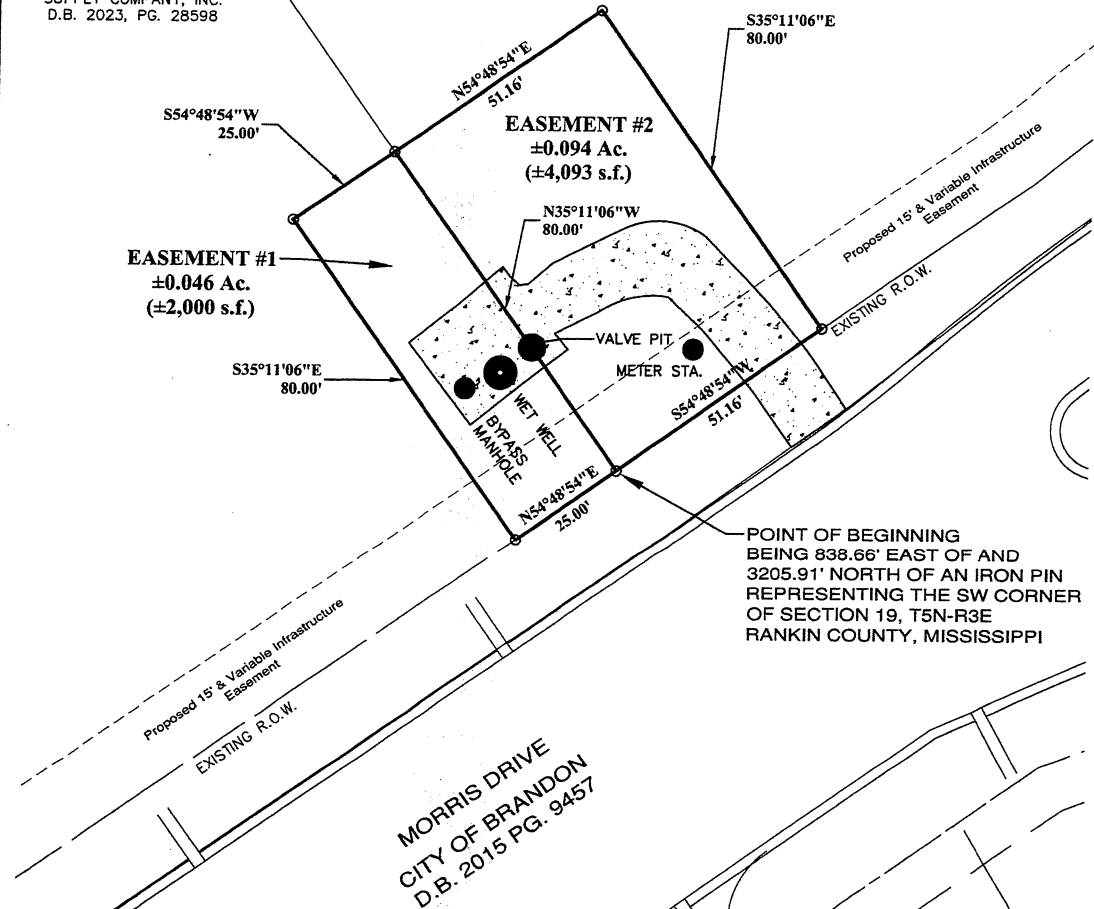
F:\DWG\24-034\DESC\Lift Station Easement #2.doc
04-16-2024

Prepared by:
Guest Consultants, Inc.
Consulting Engineers - Surveyors
26 Eastgate Drive, Suite C
Brandon, MS 39042
P. O. Box 1225
Brandon, MS 39043
601-825-8341

PLAT OF SURVEY
CITY OF BRANDON LIFT STATION EASEMENTS (MORRIS DRIVE)
SITUATED IN THE SW 1/4 OF THE NW 1/4
OF SECTION 19, T5N-R3E,
CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI

FORESTRY SUPPLIERS, INC.
D.B. 2016, PG. 2236

CONSOLIDATED PIPE &
SUPPLY COMPANY, INC.
D.B. 2023, PG. 28598



Bearings Based On Solar Observation

S.I.P.: Set 1/2" Iron Pin

F.I.P.: Found Iron Pin

SURVEY CLASS: B

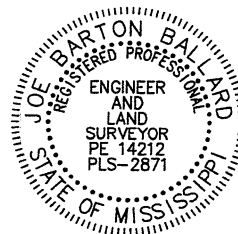
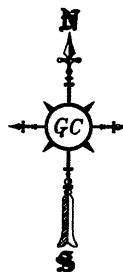
This parcel is located in Flood Zone SHADED X per Flood Insurance Rate Map 28121C0193 F, Community Panel No. 280143 0193 f, Effective June 9, 2014

DEED: Book 2016 Page 2236

DEED: Book 2023 Page 28598

Guest Consultants, Inc. did not perform a title examination. This property may be subject to recorded, unrecorded, or misindexed instruments which would be disclosed by a title examination of subject property.

I certify that the information on this plat is thorough and accurate to the best of my knowledge.



QUEST CONSULTANTS, INC.

CONSULTING ENGINEERS - SURVEYORS

Twenty Six Eastgate Dr.*P.O. Box 1225*Brandon, MS 39042

Telephone (601) 825-8341

Fax (601) 825-3032 * www.questconsultants.com



Date: 04-16-24

Scale: 1"=30'

Job No.: 24-034

DWG FILE: 24-034base.dwg

Drawn By: WM



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/10/2024
SUBJECT: CONSIDER DESIGNATING CITY CLERK MARY ANN HESS AS T

Consider designating City Clerk Mary Ann Hess as the FY 24 MOHS Designation of Secondary Signatory Official for the City of Brandon, Mississippi and authorizing her to sign all grant documents associated with this grant each month.

ATTACHMENTS:

1. FY24 MOHS Designation of Secondary Signatory Official Form (2) (1)

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

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

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

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/17/2024
SUBJECT: PRESCRIPTION OPIATE LITIGATION SIGNER

Consider designating City Clerk Mary Ann Hess as the official authorized signer for the City of Brandon, Mississippi regarding the "National Prescription Opiate Litigation" which must be executed in order to participate in the relevant Kroger Opioid Settlement and authorizing her to sign all official documents associated with this settlement.

ATTACHMENTS:

1. Action_Required_Kroger_National_Opioid_Settl

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Brandon city, MS
Reference Number: CL-794048

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement ("*New National Opioids Settlement*") has been reached with Kroger ("*Settling Defendant*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because Mississippi is participating in the Kroger settlement.

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- The *Participation Form* for the Kroger settlement, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or tricia.beale@ago.ms.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Brandon city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.



11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/10/2024
SUBJECT: JULY 5TH HOLIDAY

Consideration of a request recognizing Friday, July 5th, 2024 as an official city holiday, by proclamation of Governor Tate Reeves.

ATTACHMENTS:

1. Proclamation

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, on July 4, 1776, the delegates from the thirteen colonies to the Second Continental Congress approved the final wording of the Declaration of Independence, and in the words of John Adams to his beloved wife, Abigail: "[T]he greatest Question was decided, which ever was debated in America, and a greater, perhaps, never was or will be decided among Men. A Resolution was passed without one dissenting Colony 'that these united Colonies, are, and of right ought to be free and independent States, and as such, they have, and of Right ought to have full Power to make War, conclude Peace, establish Commerce, and to do all the other Acts and Things, which other States might rightfully do...'; and

WHEREAS, the tradition of annual patriotic celebrations on July 4th became widespread after the defeat of the British in the War of 1812, and Congress declared July 4th to be a federal holiday on June 28, 1870; and

WHEREAS, under the provisions of Mississippi Code Ann. § 3-3-7(1), the fourth day of July is recognized as Independence Day and declared a legal holiday in the State of Mississippi.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, July 4, 2024, in observance of Independence Day.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, July 5, 2024, in further observance of Independence Day, and to staff their respective agencies as needed during the holiday weekend.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 3rd day of June in the year of our Lord, two thousand and twenty-four, and of the Independence of the United States of America, the two hundred and forty-eighth.



TATE REEVES
GOVERNOR

BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 06/10/2024
SUBJECT: PERMISSION TO ATTEND MML IN BILOXI

Request permission for Mary Ann Hess to travel to Biloxi, Mississippi to attend the Mississippi Municipal League Conference June 23-26, 2024 and request reimbursement of travel expenses.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 04/05/2024
SUBJECT: CONSIDERATION TO APPROVE:DOCKET OF CLAIMS FOR JUNE

Approve the Claims Docket, Fox Everett Claims, and Electronic Transfers.

ATTACHMENTS:

1. Claims Docket_06-17-2024
2. Fox Everett Payment
3. May 2024 Memo to the Board



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	001-000							
96641	2394	AFLAC		285886	JUN 2024 ACC/HOSP/STD INS	001-000-156	9	\$48.48
						001-000-157	9	\$102.12
						001-000-120	9	\$30.24
96647	4011	AMERICAN UNITED LIFE INS. CO.		G00611669- 0001-000 JUN 24	JUN 2024 VOL TERM LIFE INS	001-000-155	9	\$1,775.28
				G00611669- 0000-000 JUN 24	JUN 2024 BASIC LIFE INS	001-000-125	9	\$481.65
96652	2386	BAY BRIDGE ADMINISTRATORS LLC		BBA INS- 612735	JUN 2024 CANCER INS	001-000-159	9	\$92.57
96668	260	COLONIAL LIFE & ACCIDENT		7029838060132 3	JUN 2024 P&P AND LIFE INS	001-000-128	9	\$2,923.00
						001-000-129	9	\$377.84
96683	799	DPS FUND #3734		06/03/2024-A	MAY 2024-SPECIAL ASSESSMENTS	001-000-330		\$1,205.66
96684	799	DPS FUND #3734		06/03/2024-B	MAY 2024- INTERLOCK IGNITION	001-000-330		\$836.00
96695	2002	FOX-EVERETT/COB		05/30/2024	JUN 2024 MEDICAL AND DENTAL INS	001-000-116	9	\$82,923.00
						001-000-117	9	\$5,330.38
96699	13737	HAGAR'S HOUSE		06/10/2024	ROOM RENTAL FULL DEPOSIT REFUND	001-000-311	9	\$150.00
96735	12735	MS ATTORNEY GENERAL'S OFFICE		06/03/2024	MAY 2024-VICTIMS OF HUMAN TRAFFICKING	001-000-330	9	\$400.00
96754	1224	RANKIN CO SUPERVISORS		06/03/2024	MAY 2024-LAW LIBRARY	001-000-330	9	\$180.78
96761	2540	RELIANCE STANDARD		VPL301515 MAY 24	MAY 2024 LTD INS	001-000-154	9	\$873.46



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96772	838	STATE TREASURER		06/03/2024	MAY 2024-COURT ASSESSMENTS	001-000-330	9	\$16,286.05
96787	12364	UNUM INSURANCE COMPANY		0442883-001 6 JUN 24	JUN 2024 VISION INS	001-000-122	9	\$1,099.38
Total For Department				001-000				\$115,115.89
Dept#	001-010							
96733	6168	MIPCO IMPRESSION PRODUCTS, INC.	16702	252790	COURT SERVICES COPIER-JUNE 2024	001-010-640	9	\$78.90
						001-010-640	9	\$77.53
96770	3699	STAPLES CONTRACT & COMMERCIAL, INC	17934	6004184420	OFFICE SUPPLIES	001-010-500	9	\$17.43
						001-010-500	9	\$18.62
						001-010-500	9	\$71.47
Total For Department				001-010				\$263.95
Dept#	001-040							
96645	10473	AMAZON	17904	1K3H-W6WD-PTKT	Flags, Poles For Downtown	001-040-550	9	\$167.70
						001-040-550	9	\$339.70
				1DVR-FPDJ-9466	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$33.97)
				13MD-LFK6-7QQF	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$33.97)
				1X7K-FTHJ-7DDD	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$33.97)
				1RTD-VJGM-D77R	RETURN CREDIT INV #1K3H-W6WD-	001-040-550	9	(\$32.97)



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					PTKT			
				1R43-MJ7H-DHLK	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$33.97)
				1H99-GPKM-7DGL	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$33.97)
				1TJR-JMXQ-96X3	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$33.97)
				197Y-RWDQ-D1L4	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$32.97)
				1DKD-3NH9-999M	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$33.97)
				1CGY-T16Q-DQXD	RETURN CREDIT INV #1K3H-W6WD-PTKT	001-040-550	9	(\$32.97)
96650	3884	B CLUB, INC		06/13/2024	2024-2025 SCOREBOARD SPONSORSHIP-B/A 6/3/2024	001-040-615	9	\$10,000.00
96765	13726	RPI MEDIA LLC	17908	2024-19713	Welcome Home Brandon Adv-B/A 5/20/2024	001-040-615	9	\$1,238.00
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	001-040-625	9	\$835.76
Total For Department				001-040				\$12,244.46
Dept#	001-092							
96651	76	BAKER LAW FIRM, P.C.		1805	MAY 2024 LEGAL SERVICES	001-092-608	9	\$311.30
96657	4170	BMI		53875010	ANNUAL EST FEE-	001-092-600	9	\$435.00



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96660	4919	BROADBAND VOICE, LLC		109781	06/01/2024- 05/31/2025-ACCT #2323085 CITY HALL & LIBRARY PHONE- JUN 2024	001-092-605	9	\$999.75
96661	2254	C SPIRE	16729	3000744308-23	JUN 2024- MONTHLY FIBER AND INTERNET	001-092-605	9	\$4,956.00
96664	1999	CINTAS CORPORATION NO 210		4194464943	UNIFORMS	001-092-535	9	\$3.85
						001-092-535	9	\$8.02
				4195193617	UNIFORMS	001-092-535	9	\$3.85
						001-092-535	9	\$8.02
96671	12880	COMSOUTH INC	16698	206616	JUN 2024- MONTHLY FLEET TRACKING	001-092-600	9	\$2,340.00
96686	370	ELCON ELECTRICAL CO. INC.		PAY APP FINAL-51397 & 51398	CIVIC CENTER LIGHTING RENOVATION/FINA L PMT-B/A 6/3/2024- PROJECT 2017- 13/2% FUNDS	001-092-705	9	\$22,613.30
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	001-092-525	9	\$51.32
				NP66606118	ACCT #126876- FUEL FOR WEEK 6/3/2024-6/9/2024	001-092-525	9	\$84.77
96705	4306	HI-TEK FIRE SPRINKLERS, INC.	17751	2024-366	Annual Water Backflow Prevention Inspections	001-092-600	9	\$150.00
				2024-366-2	REPAIR CITY HALL BACKFLOW	001-092-636	9	\$140.00
96709	13118	ICC-CDS, LLC		CMS0025953	LASERFICHE SOFTWARE MAINTENANCE THRU 7/13/2025	001-092-600	9	\$4,238.82



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96710	2567	INSURANCE MART		409761	NEW SURETY BOND-TRACIE S RIGGIN	001-092-601	9	\$175.00
				408993	NEW SURETY BOND-REBECCA PEVEY	001-092-601	9	\$175.00
96728	4566	METRO BUILDING SERVICES, INC	16771	53861	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-092-637	9	\$1,247.50
96729	4852	METRO MECHANICAL, INC.		61535	SERVICE CALL CITY HALL- WOMEN'S RESTROOM	001-092-636	9	\$103.50
96749	9654	PROTEL, INC	16773	240500679	ACCT #1364-CALL CENTER SERVICE	001-092-600	9	\$36.26
96758	1029	RANKIN COUNTY SCHOOL DIST		06/10/2024	2024 16TH SECTION LEASE PMT-CPI/16-5-3 I8J- 50-10	001-092-642	9	\$2,900.06
96759	12708	RECURO HEALTH, INC		51174	MAY 2024 MD LIVE	001-092-480	9	\$325.00
96763	3948	RJ YOUNG	16707	INV6957506	MAY 2024- ACCOUNTING COPIER	001-092-640	9	\$273.00
						001-092-640	9	\$139.43
			16708	INV6957505	MAY 2024-HUMAN RESOURCE COPIER	001-092-640	9	\$273.00
						001-092-640	9	\$75.74
96766	5241	SHRED-IT		8007324017	SHRED SERVICES PUBLIC WORKS & CITY HALL	001-092-600	9	\$73.25
96770	3699	STAPLES CONTRACT & COMMERCIAL, INC	17887	6003681120	8-1/2 x 11 67 Lb White Paper	001-092-500	9	\$29.78
96776	4578	TECHSOURCE SOLUTIONS INC	16696	MSP-64215	JUN 2024-SERVER CONTRACT	001-092-695	9	\$8,765.00
				64216	JUN 2024-IT DEPT	001-092-600	9	\$1,160.25



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				64456	SOFTWARE CITY WIDE LABOR BILL-MAY 2024	001-092-600	9	\$2,871.50
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	001-092-625	9	\$2,925.17
96780	12914	TRINITY CAPITAL INVESTORS, INC.		05/06/2024	RE: INVESTMENT MANAGEMENT SERVICES FOR QUARTER ENDING 03/31/2024	001-092-600	9	\$1,346.05
96785	9114	U.S. POSTAL SERVICE		05/30/2024	PO BOX 1539-BOX RENTAL RENEWAL FEE	001-092-640	9	\$436.00
96787	12364	UNUM INSURANCE COMPANY		0442883-001 6 JUN 24	JUN 2024 VISION INS	001-092-480	9	\$15.00
96788	11103	VESTIS GROUP INC F/K/A ARAMARK		2780248013	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	9	\$45.95
				2780250118	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	9	\$45.95
Total For Department				001-092				\$59,781.39

Dept#	001-112							
96648	6291	APPLICATION DATA SYSTEMS INC	16709	11549	JUL 2024-CAD SYSTEM SOFTWARE-PD	001-112-600	9	\$4,995.00
96649	2275	AT&T		601M31- 35470010590 JUN 24	PD T LINE 1-05/23 TO 06/22/2024	001-112-605	9	\$243.96
96660	4919	BROADBAND VOICE, LLC		109783	PD PHONE AND FAX LINE-JUN 2024	001-112-605	9	\$824.99
96669	4293	COMCAST CABLE		8396410610065 142 JUN 24	PD TV SERVICES- 06/02 TO 07/01/24	001-112-605	9	\$203.13



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96682	3995	DISPATCHING & TRAINING Solutio		7112	8 HR HUMAN TRAFFICKING COURSE/JONES	001-112-685	9	\$150.00
				7121	8 HR HUMAN TRAFFICKING COURSE/GARCIA	001-112-685	9	\$150.00
96685	356	DPS LAW ENFORCEMENT		90145550	BASIC CLASS #274 FOR DRAGOO & GREEN	001-112-685		\$4,260.00
						001-112-685		\$4,260.00
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	001-112-525	9	\$2,274.76
				NP66606118	ACCT #126876- FUEL FOR WEEK 6/3/2024-6/9/2024	001-112-525	9	\$1,501.43
96696	463	FREDERICK'S SALES & SERV.	17933	01-97982	Exmark Hydro Oil	001-112-525	9	\$35.98
96710	2567	INSURANCE MART		408345	NEW SURETY BOND-LAWANDA LUCIEN	001-112-601	9	\$175.00
96721	12776	LGT WRAP SHOP LLC	17688	1313	VIN #3117- REFLECTIVE GRAPHIC DECAL PKG	001-112-635	9	\$650.00
			16166	1314	DECAL PACKAGES FOR PD MOTORCYCLES	001-112-635	9	\$1,200.00
96728	4566	METRO BUILDING SERVICES, INC	16771	53862	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-112-637	9	\$669.50
96733	6168	MIPCO IMPRESSION PRODUCTS, INC.	16703	252953	CID COPIER-JUNE 2024	001-112-640	9	\$273.00
						001-112-640	9	\$48.96
			16704	252791	PD BOOKING COPIER-JUNE 2024	001-112-640	9	\$273.00
						001-112-640	9	\$51.06



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
			16705	252789	PD ADMIN COPIER- JUNE 2024	001-112-640	9	\$331.00
						001-112-640	9	\$50.28
96744	989	PRECISION DELTA CORP.	17381	30644	Practice & Duty Ammo-B/A 2/20/2024	001-112-685	9	\$2,136.00
96752	2477	RANKIN CO SHERIFF DEPT		SO-53487	MAY 2024- FEEDING/HOUSING /MEDICAL INMATES	001-112-523	9	\$2,400.00
						001-112-522	9	\$55.54
96770	3699	STAPLES CONTRACT & COMMERCIAL, INC	17934	6004184420	OFFICE SUPPLIES	001-112-500	9	\$9.04
						001-112-500	9	\$181.65
96776	4578	TECHSOURCE SOLUTIONS INC	16695	64217	PD MONTHLY FIREWALL	001-112-605	9	\$530.00
				64462	INSTALL OLD TV IN CONFERENCE ROOM AT PD	001-112-600	9	\$361.00
96777	3994	THE SOUTHERN CONNECTION POLICE SUPPLIES LLC	17629	30683	UNIFORM/TANNA GREEN	001-112-535	9	\$16.00
						001-112-535	9	\$18.00
						001-112-535	9	\$19.95
						001-112-535	9	\$109.00
						001-112-535	9	\$59.00
						001-112-535	9	\$158.00
						001-112-535	9	\$129.00
						001-112-535	9	\$59.00
						001-112-535	9	\$42.99
						001-112-535	9	\$10.99
						001-112-535	9	\$65.00
						001-112-535	9	\$5.50
96778	7227	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.		44081-202405-1	ACCT #44081- DATABASE SEARCH-MAY 2024	001-112-600	9	\$75.00
96779	3733	TRAVELERS		2432R9178 JUN	COMMERCIAL	001-112-625	9	\$9,611.27

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				24	AUTO/PROPERTY INS PACKAGE			
96781	4669	TRUSTCARE HEALTH, LLC		9514K19538	DRUG SCREENS, NON-DOT PHYSICAL & EKG- 12 LEAD	001-112-600	9	\$150.00
						001-112-600	9	\$40.00
						001-112-600	9	\$40.00
Total For Department				001-112				\$38,902.98

Dept#	001-161							
96645	10473	AMAZON	17959	11WX-WXM1- DYCF	LAPTOP CHARGER, KEY CONCEPTS BOOKS	001-161-550	9	\$29.56
						001-161-685	9	\$242.70
96658	12501	BRADY COMPANIES, LLC	17956	8931203	LAUNDRY DETERGENT, TRASH CAN LINERS	001-161-510	9	\$180.00
						001-161-510	9	\$151.40
96660	4919	BROADBAND VOICE, LLC		109777	FD-1 PHONE-JUN 2024	001-161-605	9	\$72.41
96663	389	CENTERPOINT ENERGY ENTEX		6400692628-7 JUN 24	6577 Grants Ferry Rd	001-161-630	9	\$54.24
96667	13736	CODY COLE		06/06/2024	REIMBURSE EMT UNIFORM/COLE	001-161-535	9	\$43.85
						001-161-535	9	\$29.94
96687	3820	EMERGENCY EQUIP PROFESSIONALS	17864	503186	ANNUAL MAINTENANCE FOR 97 PIERCE LADDER TRUCK	001-161-635	9	\$1,648.96
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	001-161-525	9	\$603.87



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				NP66606118	ACCT #126876- FUEL FOR WEEK 6/3/2024-6/9/2024	001-161-525	9	\$640.04
96697	144	GILMORE BROS BUILDING SUPPLY	17960	134784	TREATED LUMBER	001-161-685	9	\$22.50
						001-161-685	9	\$13.99
						001-161-685	9	\$93.75
						001-161-685	9	\$50.00
96704	566	HINDS COMMUNITY COLLEGE	17930	1001	EMT Class For FF Cole	001-161-685	9	\$1,050.00
						001-161-685	9	\$140.00
						001-161-685	9	\$10.00
						001-161-685	9	\$50.00
						001-161-685	9	\$15.00
						001-161-685	9	\$10.00
						001-161-685	9	\$50.00
						001-161-685	9	\$104.00
						001-161-685	9	\$50.00
						001-161-685	9	\$403.95
96705	4306	HI-TEK FIRE SPRINKLERS, INC.	17751	2024-366	Annual Water Backflow Prevention Inspections	001-161-600	9	\$450.00
96707	575	HOME DEPOT CREDIT SERVICES	17284	7170973	O/DR CLEANER, SCRUB BRUSH, FLUORESCENT TUBE LIGHT BULBS	001-161-637	9	\$74.93
						001-161-637	9	(\$1.50)
			17284	1025076	WET/DRY VAC	001-161-550	9	\$69.97
						001-161-550	9	(\$1.40)
				9142964-BAL	REMAINING BALANCE INV #9142964 (EPD)	001-161-637	9	\$0.74
			17284	5020606	CHALK/MARKER BOARD, CONTRACTOR	001-161-637	9	\$37.69



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					HOSE			
			17958	5020607		001-161-637	9	(\$0.75)
					30" INDUSTRIAL FAN-STATION 3	001-161-550	9	\$299.00
						001-161-550	9	(\$5.98)
96713	13635	JAM-PAK LLC	17767	452257	FOAMING DISINFECTANT CLEANER	001-161-510	9	\$48.10
			17957	457188	JANITORIAL & CLEANING SUPPLIES	001-161-510	9	\$113.95
						001-161-510	9	\$52.60
						001-161-510	9	\$328.04
						001-161-510	9	\$381.48
96728	4566	METRO BUILDING SERVICES, INC	16771	53859	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-161-637	9	\$147.50
			16771	53858	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-161-637	9	\$147.50
			16771	53857	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-161-637	9	\$196.00
			16771	53874	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-161-637	9	\$196.00
			16771	53856	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-161-637	9	\$196.00
			16771	53855	HVAC EQUIPMENT SERVICE AGREEMENT	001-161-637	9	\$147.50



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96731	776	MID SOUTH UNIFORM	17924	649814	(FY24) B/A 10/2/23 PANTS, LS SHIRT & TIE/MCCLORA	001-161-535	9	\$56.14
						001-161-535	9	\$59.79
						001-161-535	9	\$8.45
			17924	649824	PANTS, LS SHIRT/ALLEN	001-161-535	9	\$56.14
						001-161-535	9	\$59.79
			17891	649813	REPLACEMENT WORK BOOTS/MCCLORA	001-161-535	9	\$120.00
96741	3792	NORTH AMERICA FIRE EQUIPMENT	17044	1277579	TRENCH KIT-HMLD SECURITY GRANT- 23HS128-B/A 12/4/2023	001-161-738	9	\$21,894.00
96742	931	O'REILLY AUTO PARTS	17638	1129-419420	1 GALLON CAR WASH (5)	001-161-635	9	\$34.95
96762	10199	RENEW BIOMEDICAL SERVICES	17834	23756	LIFEPAK 15-SERIAL 7841-ANNUAL MAINTENANCE	001-161-636	9	\$300.00
						001-161-636	9	\$418.50
96763	3948	RJ YOUNG	16933	INV6957507	MAY 2024-FIRE DEPT COPIER	001-161-640	9	\$103.00
						001-161-640	9	\$10.93
						001-161-640	9	\$43.73
96768	1141	SOUTHERN PINE ELECTRIC		7351008 MAY 24	3090 HWY 18 BYPASS ER WARNING SIREN- 04/27 TO 05/30/24	001-161-630	9	\$51.78
				12569001 MAY 24	13 WOODGATE DR FS #3-04/27 TO 05/30/24	001-161-630	9	\$513.65
				328904001 MAY 24	1058 STAR RD FS #4-04/27 TO 05/30/24	001-161-630	9	\$870.55
96771	1158	STATE FIRE ACADEMY	17203	32200	ENGINE COMPANY	001-161-685	9	\$360.00



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96779	3733	TRAVELERS		2432R9178 JUN 24	OPERATIONS/STEWART COMMERCIAL AUTO/PROPERTY INS PACKAGE	001-161-625	9	\$8,357.63
96783	3845	TRUSTMARK VISA/MC - CAROLYN PALMER	17207	682990/977701	FAMILY DOLLAR-DISH SOAP, SHOWER LINER	001-161-510	9	\$41.80
Total For Department				001-161				\$41,998.36

Dept#	001-180							
96679	3489	DAVID STEVENS		06/12/2024	ROLL CALL DATED 6/11/2024	001-180-600	9	\$50.00
				06/11/2024	ROLL CALL DATED 04/22/2024	001-180-600	9	\$50.00
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	001-180-525	9	\$151.85
				NP66606118	ACCT #126876-FUEL FOR WEEK 6/3/2024-6/9/2024	001-180-525	9	\$99.23
96711	12702	J. THOMAS EVANS, JR.		06/12/2024	ROLL CALL DATED 6/11/2024	001-180-600	9	\$50.00
				06/11/2024	ROLL CALL DATED 04/22/2024	001-180-600	9	\$50.00
96712	10560	JAMES W. BROOCKS		06/12/2024	ROLL CALL DATED 6/11/2024	001-180-600	9	\$50.00
				06/11/2024	ROLL CALL DATED 04/22/2024	001-180-600	9	\$50.00
96715	13432	JEFFREY LYNN BULLOCK		06/11/2024	ROLL CALL DATED 04/22/2024	001-180-600	9	\$50.00
96763	3948	RJ YOUNG	16706	INV6957508	MAY 2024-COMM DEV COPIER	001-180-640	9	\$250.00
						001-180-640	9	\$115.10



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96764	7522	RONALD BRADLEY ADCOCK		06/11/2024	ROLL CALL DATED 04/22/2024	001-180-600	9	\$50.00
96774	2708	SUZANNE ROSS		06/12/2024	ROLL CALL DATED 6/11/2024	001-180-600	9	\$50.00
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	001-180-625	9	\$417.88
96782	12065	TRUSTMARK VISA/MC - BUTCH LEE		37197	ECOGRAFX INC-PFX & F/X CAD SUBSCRIPTION	001-180-600	9	\$1,350.00
96797	9523	WIERHOUSE LIVING LLC		ARB 02-24	ARB PROJECT REVIEW	001-180-600	9	\$4,800.00
				Total For Department	001-180			\$7,634.06
Dept#	001-201							
96640	19	ADCAMP, INC.		43373	MAY 2024 ASPHALT-REPAIRS & 2024 STREET OVERLAY PROJECT #2024-01	001-201-637	9	\$1,364.18
96642	11983	ALLEN ENGINEERING AND SCIENCE		00240546	PHASE II STORMWATER PROGRAM-SERVICES 04/29/2024-05/26/2024	001-201-607	9	\$851.81
96651	76	BAKER LAW FIRM, P.C.		1805	MAY 2024 LEGAL SERVICES	001-201-608	9	\$116.00
							001-201-608	\$104.00
							001-201-608	\$102.00
							001-201-608	\$102.00
96664	1999	CINTAS CORPORATION NO 210		4194464943	UNIFORMS	001-201-535	9	\$11.83
							001-201-535	\$9.94
							001-201-535	\$12.50



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				4195193617	UNIFORMS	001-201-535	9	\$11.83
						001-201-535	9	\$9.94
						001-201-535	9	\$12.50
96676	303	CUSTOM PRODUCTS CORP.	17646	INV8369	Shop Stock-Traffic & Std Street Signs	001-201-550	9	\$1,072.00
						001-201-550	9	\$239.88
						001-201-637	9	\$29.51
						001-201-637	9	\$29.51
96680	4845	DEEP SOUTH LAND IMPROVEMENT, LLC		1830	MAY 2024 MOWING-B/A 04/03/24	001-201-604	9	\$17,610.00
96681	338	DEVINEY EQUIPMENT	17761	WO59743	VIN #4448 New Holland T5060 Tractor-Repairs	001-201-636	9	\$1,008.28
			17750	WO59761	VIN #6817 Kubota M9960 Tractor-A/C Repair	001-201-636	9	\$450.50
96688	2190	ENTERGY		360004090018	LOUIS WILSON DR & HWY 80	001-201-630	9	\$118.30
				145007610864	605 W GOVERNMENT ST	001-201-630	9	\$113.07
				360004088960	1346 W GOVERNMENT ST	001-201-630	9	\$105.87
				360004088961	1379 W GOVERNMENT ST	001-201-630	9	\$106.53
				300004405306	HWY 80 AT TRICKHAMBRIDGE RD SIGNAL	001-201-630	9	\$116.29
96694	860	FLEETCOR TECHNOLOGIES		NP66606118	ACCT #126876- FUEL FOR WEEK 6/3/2024-6/9/2024	001-201-525	9	\$492.43
96697	144	GILMORE BROS BUILDING SUPPLY	17462	130904	Stock At Shop- Bagged Asphalt	001-201-550	9	\$1,624.00
96702	5975	HEMPHILL CONSTRUCTION COMPANY INC		PAY APP #4- 06/11/2024	HWY 80 SIGNAL STONEGATE & WOODGATE/MPO/P	001-201-703	9	\$257,847.48



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
					AY APP #4/PROJECT 2021-19			
96725	12879	MAGCOR INDUSTRIES		131626	P/R REIMBURSEMENT FOR WORK RELEASE- 05/16/2024	001-201-604	9	\$2,463.42
				131751	P/R REIMBURSEMENT FOR WORK RELEASE- 05/30/2024	001-201-604	9	\$9,696.78
				131886	P/R REIMBURSEMENT FOR WORK RELEASE- 06/13/2024	001-201-604	9	\$9,642.42
96730	6785	MICHAEL SCOTT WELLS	16713	06/03/2024-A	BEAVER ERADICATION MAINT-LOCATION #1-B/A 11/7/2016	001-201-600	9	\$125.00
			16712	06/03/2024-B	BEAVER ERADICATION MAINT-LOCATION #2-B/A 11/7/2016	001-201-600	9	\$125.00
			16711	06/03/2024-C	BEAVER ERADICATION MAINT-LOCATION #3-B/A 11/7/2016	001-201-600	9	\$125.00
96740	7173	NJ FARMS INC	17759	17759	58 Woodgate Dr- Concrete Repair/WO#51454	001-201-637	9	\$2,100.00
96750	1000	PUCKETT MACHINERY COMPANY	17896	WOJK5447417	VIN #2771 Mini Excavator- Maintenance	001-201-636	9	\$1,049.04
96768	1141	SOUTHERN PINE ELECTRIC		7351005 MAY 24	HWY 18 & G'FLD RD RED LIGHT-04/27 TO 05/30/24	001-201-630	9	\$72.12



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				7351002 MAY 24	ORLEANS WAY SIGNAL LIGHT- 04/27 TO 05/30/24	001-201-630	9	\$63.68
				7351003 MAY 24	G'FLD RD RED LIGHTS/HWY 80- 04/27 TO 05/30/24	001-201-630	9	\$142.80
				7351004 MAY 24	HWY 18 & STAR BRANDON RD RED LIGHT-04/27 TO 05/30/24	001-201-630	9	\$55.90
				7351014 MAY 24	STONEGATE DR RED LIGHT-04/27 TO 05/30/2024	001-201-630	9	\$56.78
				400037515 MAY 24	3267 LOUIS WILSON DR TRAFFIC LIGHT- 04/27 TO 05/30/24	001-201-630	9	\$80.65
				15316001 MAY 24	S OF I-20 SIGNAL LIGHT/G'FLD INT- 04/27 TO 05/30/24	001-201-630	9	\$60.12
				15314001 MAY 24	N OF I-20 SIGNAL LIGHT/G'FLD INT- 04/27 TO 05/30/24	001-201-630	9	\$55.67
				7351019 MAY 24	HWY 18 RED LIGHT AT HWY 18-04/27 TO 05/30/24	001-201-630	9	\$52.22
				7351017 MAY 24	HWY 18 RED LIGHT AT BHS-04/27 TO 05/30/24	001-201-630	9	\$52.45
				7351015 MAY 24	HWY 80 EAST/RED LIGHT-04/27 TO 05/30/24	001-201-630	9	\$59.78
				15456001 MAY 24	SERVICE DR C'GATES CIR LIGHT-04/27 TO 05/30/24	001-201-630	9	\$56.00
				7000208004 JUN 24	GREENFIELD/ORLE ANS-05/01 TO	001-201-630	9	\$1,143.59



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					06/03/24			
				7000208003 JUN 24	CLERK LIGHTS- 05/01 TO 06/03/24	001-201-630	9	\$5,846.40
				7000208002 JUN 24	STREET LIGHTS- 05/01 TO 06/03/24	001-201-630	9	\$6,598.02
				7000208001 JUN 24	WINDSOR RIDGE- 05/01 TO 06/03/24	001-201-630	9	\$655.61
96769	6085	SOUTHERN TIRE MART, LLC	17945	2600179996	VIN #7815 2007 Sterling Dump Truck- (4) Rear Tires	001-201-540	9	\$1,625.02
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	001-201-625	9	\$3,343.05
96792	2500	WASTE MANAGEMENT OF JACKSON		3189353-0078-6	DUMPSTER AT CITY SHOP-MAY 2024	001-201-600	9	\$899.04
96793	10778	WEED WARRIORS LLC	17839	36444	CAPE MYRTLE BARK SCALE TREATMENT-B/A 5/6/2024	001-201-600	9	\$9,855.00
Total For Department				001-201				\$339,772.74
Dept#	001-220							
96703	5426	HERC RENTALS INC		34551945-002	BJD-DINING STREET-LIGHT TOWERS	001-220-648	9	\$583.92
96710	2567	INSURANCE MART		406832	CREDIT SURETY BOND-CARLEY KEYES	001-220-601	9	(\$74.59)
96723	8051	LORI SCHULER		2599	BJD-SECURITY STAFF	001-220-648	9	\$4,525.20
96746	11723	PRIME EVENTS LLC		852	05/22/24- TROOPERS GRAD- TECH PKG 2	001-220-600	9	\$350.00
				831	05/17/24-SHOW	001-220-600	9	\$350.00



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				771	CHOIR-TECH PKG 2 COB-LOTA GRAD- TECH PKG 2	001-220-600	9	\$350.00
				812	MAYOR'S PRAYER BREAKFAST-TECH PKG 2	001-220-600	9	\$350.00
				873	LAW ENFORCEMENT- ALL DAY TECH PKG	001-220-600	9	\$500.00
Total For Department				001-220				\$6,934.53

Dept#	001-340							
96659	12141	BRAN SFM, LLC	16727	FUND0624	JUN 2024- OPERATING FUNDING REQUEST	001-340-600	9	\$141,370.00
96660	4919	BROADBAND VOICE, LLC		109779	AMP AND P&R PHONE-JUN 2024	001-340-605	9	\$177.61
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	001-340-525	9	\$670.22
				NP66606118	ACCT #126876- FUEL FOR WEEK 6/3/2024-6/9/2024	001-340-525	9	\$689.13
96707	575	HOME DEPOT CREDIT SERVICES		9974545-BAL	REMAINING BALANCE INV #9974545 (EPD)	001-340-710	9	\$6.16
96725	12879	MAGCOR INDUSTRIES		131626	P/R REIMBURSEMENT FOR WORK RELEASE- 05/16/2024	001-340-604	9	\$6,748.95
				131751	P/R REIMBURSEMENT FOR WORK	001-340-604	9	\$1,942.95



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96728	4566	METRO BUILDING SERVICES, INC	16771	53863	RELEASE-05/30/2024 HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-340-637	9	\$1,242.50
			16771	53864	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-340-637	9	\$1,729.00
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	001-340-625	9	\$6,268.22
96789	4808	WAGGONER ENGINEERING, INC.		42438	SHILOH PARK EWP BANK STABILIZATION-NRCS GRANT	001-340-705	9	\$2,184.57
96796	2429	WEST RANKIN UTILITY AUTHORITY	16726	SW-0624	SANITATION (SOLID WASTE) SERVICE	001-340-600	9	\$894.98
96797	9523	WIERHOUSE LIVING LLC		GS-01-24	GENERAL SERVICES-PARKS UPDATE STUDIES	001-340-600 001-340-600	9 9	\$907.44 \$4,600.00
Total For Department				001-340				\$169,431.73
Dept#	001-342							
96654	12360	BLACK FORREST LAWN CARE LLC	17494	1987	Cemetery Mowing & Trimming-5/28/24-B/A 3/4/24	001-342-604	9	\$253.75
						001-342-604	9	\$1,065.75
			17494	1981	Cemetery Mowing & Trimming-5/21/24-B/A 3/4/24	001-342-604	9	\$1,547.87
						001-342-604	9	\$1,065.75



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-342-604	9	\$253.75
						001-342-604	9	\$253.75
Total For Department				001-342				\$4,440.62

Dept#	001-350							
96660	4919	BROADBAND VOICE, LLC		109781	CITY HALL & LIBRARY PHONE- JUN 2024	001-350-605	9	\$337.10
96666	207	CMRLS	16710	06/03/2024	T-1 LINE AT LIBRARY-JUN 2024	001-350-605	9	\$384.00
96686	370	ELCON ELECTRICAL CO. INC.	17622	51326	Repair Building & Parking Pole Lights	001-350-636	9	\$4,972.00
96692	13383	EXELL/MS BOTTLE WATER-ACCT #023270		675525	WATER-LIBRARY ACCT 023270	001-350-640	9	\$16.34
96705	4306	HI-TEK FIRE SPRINKLERS, INC.	17751	2024-366	Annual Water Backflow Prevention Inspections	001-350-600	9	\$150.00
96728	4566	METRO BUILDING SERVICES, INC	16771	53860	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	001-350-637	9	\$907.50
96729	4852	METRO MECHANICAL, INC.		61534	RESTROOM SERVICE CALLS- LIBRARY & AMP	001-350-636	9	\$155.25
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	001-350-625	9	\$1,253.64
Total For Department				001-350				\$8,175.83

Dept#	001-351							
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY	001-351-625	9	\$417.88



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96788	11103	VESTIS GROUP INC F/K/A ARAMARK		2780248013	INS PACKAGE MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	9	\$45.94
				2780250118	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	9	\$45.94
Total For Department				001-351				\$509.76
Fund Total				001				\$805,206.30



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		002-100						
96727	13738	MARC E BRAND, MSB #4301		06/07/2024	FORFEITED FUNDS B/A 5/6/2024	002-100-645	9	\$40,000.00
96753	2477	RANKIN CO SHERIFF DEPT		06/07/2024	FORFEITED FUNDS B/A 5/6/2024	002-100-645		\$4,338.50
96755	1017	RANKIN COUNTY DISTRICT ATTORNEY		06/07/2024	FORFEITED FUNDS B/A 5/6/2024	002-100-645	9	\$4,338.50
Total For Department				002-100				\$48,677.00
Fund Total				002				\$48,677.00



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		004-500						
96644	9867	Alpha Media, LLC		742628-2	RILEY GREEN/WRKS-FM	004-500-615	9	\$233.75
96646	10919	AMBIANCE LANDSCAPES, LLC	17727	16534	AMP-Landscaping- B/A 4/15/2024	004-500-600	9	\$4,072.15
			17727	16519	AMP-Landscaping- B/A 4/15/2024	004-500-600	9	\$4,072.15
			17727	16510	AMP-Landscaping- B/A 4/15/2024	004-500-600	9	\$4,072.15
			17727	16659	AMP-Landscaping- B/A 4/15/24	004-500-600	9	\$4,072.15
96653	1944	BEN NELSON GOLF		01-175469	GOLF CART RENTAL-COLE SWINDELL	004-500-640	9	\$600.00
96655	9869	Blakeney Communications, Inc		4541-00139- 0000	COLE SWINDELL/WBBN- FM	004-500-615	9	\$765.00
				4541-00140- 0000	JON PARDI/WBBN- FM	004-500-615	9	\$382.50
96656	127	BLOSSMAN GAS, INC.		27953767	AMP-TANK & EQUIPMENT RENTAL	004-500-640	9	\$21.00
96660	4919	BROADBAND VOICE, LLC		109779	AMP AND P&R PHONE-JUN 2024	004-500-605	9	\$156.74
96662	9854	Capstar Radio Operating Company		8821260113	RILEY GREEN/WMSI-FM	004-500-615	9	\$270.30
				8821272603	RILEY GREEN/WMSI-FM	004-500-615	9	\$311.10
96664	1999	CINTAS CORPORATION NO 210		4194452820	MATS/AMPHITHEAT ER	004-500-510	9	\$317.07
				4195062998	MATS/AMPHITHEAT ER	004-500-510	9	\$317.07
				4195787241	MATS/AMPHITHEAT ER	004-500-510	9	\$317.07



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96675	10020	Cumulus Broadcasting LLC		AA3822187	STAIND/WSMS-FM	004-500-615	9	\$382.50
				AA3817285	RILEY GREEN/WKOR-FM	004-500-615	9	\$229.50
96678	2087	DARRELL'S WRECKER SERVICE		24-00156	VIN #2765 TOWED DUE TO TRANSMISSION FAILURE	004-500-635	9	\$136.20
96686	370	ELCON ELECTRICAL CO. INC.	17573	51372	AMP-Show Staff- Cole Swindell	004-500-600	9	\$480.00
			17573	51422	CHL SISTER HAZEL-SHOW STAFF ELECTRICIANS	004-500-600	9	\$192.00
96689	10035	ENTERPRISE HOLDING, INC		36111426	VEHICLE RENTAL- 4H2V91-COLE SWINDELL	004-500-640	9	\$145.00
96693	10308	EZ WHEELS INC	17737	1805	AMP-KUBOTA CARGO RTV-STATE CONTRACT ITEM- B/A 4/15/24	004-500-730	9	\$16,843.85
			17737	17421	AMP-KUBOTA CARGO RTV- ACCESSORIES-B/A 4/15/24	004-500-730	9	\$605.78
						004-500-730	9	\$559.00
						004-500-730	9	\$576.68
						004-500-730	9	\$595.44
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	004-500-525	9	\$15.86
96705	4306	HI-TEK FIRE SPRINKLERS, INC.	17751	2024-366	Annual Water Backflow Prevention Inspections	004-500-600	9	\$150.00
96706	9856	Holladay Broadcasting of Louisiana, LLC		10802-00069- 0001	RILEY GREEN/WBBV-FM	004-500-615	9	\$153.00
96707	575	HOME DEPOT CREDIT SERVICES		9530572-BAL	REMAINING BALANCE INV	004-500-637	9	\$0.38



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				4545018	#9530572 (EPD) AMP STAGE REPAIRS	004-500-637	9	\$26.24
						004-500-637	9	(\$0.52)
96708	11904	HOMETOWN MAGAZINE		16792B	FULL PAGE- BRANDON DIRECTORY-MAY 2024	004-500-615	9	\$725.00
96719	11922	Lamar Texas Limited Partnership		115858211	NEEDTOBREATHE/ DIGITAL POSTERS	004-500-615	9	\$2,000.00
96722	13689	Live Nation Worldwide, Inc.		INV200010018	NIGHT RANGER/PKG A ART	004-500-615	9	\$120.00
96723	8051	LORI SCHULER	17578	2617	AMP-Event Show Staff-Cole Swindell	004-500-600	9	\$4,229.55
			17578	2616	AMP-Security Show Staff-Cole Swindell	004-500-600	9	\$6,875.39
96725	12879	MAGCOR INDUSTRIES		131626	P/R REIMBURSEMENT FOR WORK RELEASE- 05/16/2024	004-500-604	9	\$4,730.15
				131751	P/R REIMBURSEMENT FOR WORK RELEASE- 05/30/2024	004-500-604	9	\$2,014.74
96728	4566	METRO BUILDING SERVICES, INC	16771	53872	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	004-500-637	9	\$681.25
			16771	53865	HVAC EQUIPMENT SERVICE AGREEMENT (FY24) B/A 10/2/23	004-500-637	9	\$1,965.00
96729	4852	METRO MECHANICAL, INC.		61534	RESTROOM SERVICE CALLS- LIBRARY & AMP	004-500-636	9	\$175.47



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96732	13239	MIGHTY FRESH LLC	17593	17495	AMP-PortaPotties- 5/03-5/30/2024	004-500-640	9	\$170.00
			17593	17854	AMP-PortaPotties- 5/31-6/27/2024	004-500-640	9	\$170.00
96733	6168	MIPCO IMPRESSION PRODUCTS, INC.	16699	252800	AMP COPIER-JUNE 2024	004-500-640	9	\$195.00
96734	9860	Mississippi Broadcasters, LLC		10866-00073- 0001	RILEY GREEN/WOKK-FM	004-500-615	9	\$266.90
96737	13640	Munn Outdoor Advertising, Inc		21595	DIGITAL BILLBOARD LEASE- JUN 2024	004-500-615	9	\$650.00
96739	4402	NEW SOUTH RADIO, INC./THE RADIO PEOPLE		6059-00294- 0001	RILEY GREEN/WUSJ-FM	004-500-615	9	\$345.10
96743	6092	PAT HOLLAND	17867	1029	Remove & Replace Approx 50-LF Broken Concrete	004-500-637	9	\$4,000.00
96745	12965	PRECISION DYNAMICS CORPORATION	17829	9356304673	WRISTBANDS	004-500-550	9	\$467.81
			17829	9356322162	WRISTBANDS	004-500-550	9	\$107.43
96776	4578	TECHSOURCE SOLUTIONS INC		64018	MAY 2024-AMP LABOR BILL	004-500-600	9	\$1,788.50
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	004-500-625	9	\$13,929.37
96786	4935	UNITED RENTALS (N.A.), INC.	17848	233834324-001- A	FORKLIFT FOR CHL-BLIPPI	004-500-640	9	\$836.07
			17889	233834324-001- B	AMP-Forklift For Cole Swindell	004-500-640	9	\$836.07
96791	1517	WAPT CHANNEL 16		3985717-1	COLE SWINDELL/WAPT	004-500-615	9	\$816.00
96792	2500	WASTE MANAGEMENT OF JACKSON		3189592-0078-9	AMP DUMPSTER- MAY 2024	004-500-600	9	\$1,205.21
96798	2828	WINDELL JARED THOMAS		BAMP06072024 WJT	CONCERT PHOTOGRAPHY/CO LE SWINDELL	004-500-600	9	\$300.00

Total For Department

004-500

\$90,671.12



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
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		Fund Total		004				\$90,671.12
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City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		100-220						
96664	1999	CINTAS CORPORATION NO 210		4194464943	UNIFORMS	100-220-535	9	\$9.61
				4195193617	UNIFORMS	100-220-535	9	\$9.61
96670	11726	COMMUNITY BANK OF MISSISSIPPI	16716	193034	JUL 2024-LEAF & LITTER COLLECTOR/STRE ET SWEEPER	100-220-850	9	\$11,826.00
96673	10569	CROSS COUNTRY GROCERY, INC		TRANS #1015643	INMATE MEALS 06/07/2024	100-220-520	9	\$257.95
96674	4870	CROW BURLINGAME CO.	17919	6006-5465	VIN #0390 2015 Chevy Sanitation Van-Filters & Wiper Blades	100-220-635	9	\$27.44
						100-220-635	9	\$8.46
						100-220-635	9	\$16.91
			17918	6006-5466	VIN #4366 2016 Chevy Sanitation Van-Filters & Wiper Blades	100-220-635	9	\$8.46
						100-220-635	9	\$16.91
						100-220-635	9	\$22.68
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	100-220-525	9	\$187.74
				NP66606118	ACCT #126876- FUEL FOR WEEK 6/3/2024-6/9/2024	100-220-525	9	\$276.59
96736	11299	MSLCP, LLC		276151	INMATE MEALS 06/06/2024	100-220-520	9	\$275.07
				434545	INMATE MEALS 05/23/2024	100-220-520	9	\$281.83
96751	2583	RAMEY'S		000810123882	INMATE CUPS AND DRINKS-05/31/2024	100-220-520	9	\$30.03
				000810124223	INMATE CUPS,	100-220-520	9	\$37.76



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					KETCHUP & DRINKS-06/04/2024			
				000810124108	INMATE MEALS 06/03/2024	100-220-520	9	\$279.83
				000810124313	INMATE CUPS AND DRINKS-06/05/2024	100-220-520	9	\$36.36
				000810124394	INMATE DRINKS, DRESSING, CUPS & PLATES-06/06/2024	100-220-520	9	\$48.42
				000810124488	INMATE CUPS, DRINKS & CUTLERY-06/07/24	100-220-520	9	\$39.64
				000810124719	INMATE CUTLERY, CUPS & DRINKS- 06/10/24	100-220-520	9	\$35.56
				000810124898	INMATE CUPS AND DRINKS-06/12/2024	100-220-520	9	\$30.27
				000810124812	INMATE DRINKS, CUPS, PLATES, CONDIMENTS & FORKS-06/11/2024	100-220-520	9	\$53.77
				000810124963	INMATE PLATES, CUPS, DRESSING & DRINKS-06/13/2024	100-220-520	9	\$48.06
96767	1851	SONIC		CHK 151- 06/05/2024	INMATE MEALS 06/05/2024	100-220-520	9	\$300.37
				CHK 164- 06/12/2024	INMATE MEALS 06/12/2024	100-220-520	9	\$306.55
96775	13733	TASTE OF DETROIT RESTAURANT LLC		2024-0530	INMATE MEALS 06/06/2024	100-220-520	9	\$340.00
				2024-0610	INMATE MEALS 06/10/2024	100-220-520	9	\$350.00
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	100-220-625	9	\$2,507.29
96790	8048	WALTER L. HARVEY		06/04/2024	INMATE MEALS 06/04/2024	100-220-520	9	\$350.00



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				06/11/2024	INMATE MEALS 06/11/2024	100-220-520	9	\$350.00
96796	2429	WEST RANKIN UTILITY AUTHORITY	16726	SW-0624	SANITATION (SOLID WASTE) SERVICE	100-220-603	9	\$148,304.67
				Total For Department	100-220			\$166,673.84
				Fund Total	100			\$166,673.84



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#	200-450							
96784	13130	U.S. BANK TRUST COMPANY		7336849	MDB BRANDON MS SERIES 2018 BONDS	200-450-840	9	\$650.00
				7333181	MDB SPECIAL OBLIGATION BONDS SERIES 2022 COB	200-450-840	9	\$1,750.00
Total For Department				200-450				\$2,400.00
Fund Total				200				\$2,400.00



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	300-610							
96640	19	ADCAMP, INC.		43373	MAY 2024 ASPHALT-REPAIRS & 2024 STREET OVERLAY PROJECT #2024-01	300-610-712	9	\$24,625.02
				PAY REQUEST #3-2024 SOP	2024 STREET OVERLAY PROJECT #2024- 01/PAY REQUEST #3/2024 GO BOND	300-610-712	9	\$621,813.84
96665	4106	CLEO MCKINION		1090	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	9	\$4,730.00
				1089	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	9	\$4,730.00
				1088	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	9	\$4,730.00
				1087	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	9	\$3,792.50
Total For Department				300-610				\$664,421.36



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Fund Total				300				\$664,421.36



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 314-600								
96690	13779	EUBANK CONSTRUCTION COMPANY		PAY REQUEST #1	HWY 18-HWY 468 SEWER FORCE MAIN REPLACEMENT PROJECT #2024-05/PR #1/MDEQ MCWI GRANT	314-600-716	9	\$268,705.60
96757	1028	RANKIN COUNTY NEWS		246498	BID ADV/BURNHAM ROAD WATER LINE	314-600-713	9	\$132.14
				Total For Department	314-600			\$268,837.74
				Fund Total	314			\$268,837.74



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 400-000								
96795	1983	WEST RANKIN UTILITY AUTHORITY		06/12/2024	WEST RANKIN TAP FEES/MAY 2024	400-000-371		\$6,000.00
Total For Department				400-000				\$6,000.00
Dept# 400-450								
96794	1315	WEST RANKIN UTILITY AUTHORITY	16688	WW-0624	WASTEWATER (SEWER) BILLING	400-450-890		\$318,519.00
Total For Department				400-450				\$318,519.00
Dept# 400-670								
96645	10473	AMAZON	17952	11WX-WXM1-37GG	Public Works Supplies	400-670-729	9	\$67.99
						400-670-729	9	\$167.99
						400-670-500	9	\$56.85
						400-670-500	9	\$31.35
						400-670-500	9	\$42.84
						400-670-500	9	\$9.00
						400-670-500	9	\$15.67
96672	2442	CORE & MAIN, LP	16774	U923503	MAY 2024-Monthly Service Agreement	400-670-604	9	\$14,687.34
96720	3889	LEC INC.	16691	20160410-42	WELL SITE WIRELESS MAINTENANCE-B/A 10/03/2016	400-670-600	9	\$704.96
96733	6168	MIPCO IMPRESSION PRODUCTS, INC.	16701	252792	PUBLIC WORKS COPIER-JUNE 2024	400-670-640	9	\$275.74
						400-670-640	9	\$60.83



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96747	5042	PROFESSIONAL MAIL SERVICES, INC.	16690	82604	MAY 2024-WATER BILL PROCESSING FEE-B/A 3/2015	400-670-620	9	\$1,122.09
96748	5042	PROFESSIONAL MAIL SERVICES, INC.	16689	82661	MAY 2024- MONTHLY WATER BILL POSTAGE	400-670-691		\$4,800.00
96749	9654	PROTEL, INC	16773	240500679	ACCT #1364-CALL CENTER SERVICE	400-670-600	9	\$3,763.59
96766	5241	SHRED-IT		8007324017	SHRED SERVICES PUBLIC WORKS & CITY HALL	400-670-600	9	\$73.26
96768	1141	SOUTHERN PINE ELECTRIC		400028410 MAY 24	128 HEBRON HILL DR METER READING ANTENNA-04/27 TO 05/30/24	400-670-630	9	\$40.69
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	400-670-625	9	\$417.88
				Total For Department	400-670			\$26,338.07

Dept#	400-673							
96643	12016	ALLIED UNIVERSAL CORPORATION	16864	I2942167	Stock At Shop- Chlorine-B/A 10/16/23	400-673-515	9	\$3,980.00
96645	10473	AMAZON	17952	11WX-WXM1- 37GG	Public Works Supplies	400-673-550	9	\$62.37
						400-673-550	9	\$35.99
						400-673-500	9	\$26.69
						400-673-500	9	\$76.28
96660	4919	BROADBAND VOICE, LLC		109778	CITY SHOP PHONE- JUN 2024	400-673-605	9	\$110.35
96664	1999	CINTAS CORPORATION NO 210		4194464943	UNIFORMS	400-673-535	9	\$14.20
						400-673-535	9	\$12.55



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-673-535	9	\$11.64
						400-673-535	9	\$34.00
						400-673-535	9	\$9.99
						400-673-535	9	\$5.21
						400-673-535	9	\$9.99
						400-673-535	9	\$12.01
				4195193617	UNIFORMS	400-673-535	9	\$14.20
						400-673-535	9	\$12.55
						400-673-535	9	\$11.64
						400-673-535	9	\$9.99
						400-673-535	9	\$5.21
						400-673-535	9	\$9.99
						400-673-535	9	\$12.01
96674	4870	CROW BURLINGAME CO.	17921	6006-5472	VIN #0992 2015 Ford F150-Filters & Wiper Blades	400-673-635	9	\$7.48
						400-673-635	9	\$18.45
						400-673-635	9	\$22.55
						400-673-635	9	\$22.68
			17920	6006-5520	VIN #4852 2020 Dodge Ram 5500-Headlight Bulbs	400-673-635	9	\$11.27
						400-673-635	9	\$9.74
			17920	6006-5468	VIN #4852 2020 Dodge Ram 5500-Filters & Wiper Blades	400-673-635	9	\$8.82
						400-673-635	9	\$48.94
						400-673-635	9	\$17.63
						400-673-635	9	\$22.68
			17913	6006-5521	Stock At Shop-Freon	400-673-550	9	\$294.00
			17912	6006-5464	VIN #1078 2008 Ford F350-Lift Support For	400-673-635	9	\$51.98



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
96677	311	DARRELL'S AUTO ELECTRIC	17880	103599	Hood REPAIR VIN #7626 2015 Dodge Ram 1500	400-673-635	9	\$6,415.97
96686	370	ELCON ELECTRICAL CO. INC.		51353	EMERGENCY- RECONNECT HOSPITAL WELL AFTER STORM	400-673-637	9	\$240.00
96688	2190	ENTERGY		330004319130	311 OLD LAKE LAND DR WATER TANK	400-673-630	9	\$39.03
96691	13384	EXELL/MS BOTTLE WATER-ACCT #018566		675545	WATER-SHOP ACCT 018566	400-673-640	9	\$46.19
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	400-673-525	9	\$597.69
				NP66606118	ACCT #126876- FUEL FOR WEEK 6/3/2024-6/9/2024	400-673-525	9	\$1,094.00
96697	144	GILMORE BROS BUILDING SUPPLY	17914	134533	Painting For City Shop Walls	400-673-550	9	\$254.00
						400-673-550	9	\$8.95
			17612	134847	Shop Supplies-Elec Plug, Wire, Clamp For Fence & Screws	400-673-550	9	\$15.49
						400-673-550	9	\$14.99
						400-673-550	9	\$13.50
						400-673-550	9	\$13.99
						400-673-550	9	\$7.20
						400-673-550	9	\$18.99
96701	9198	HD SUPPLY INC	17757	INV00366251	Gloves	400-673-550	9	\$27.57
96707	575	HOME DEPOT CREDIT SERVICES	17937	6131279	Purchase (16) 24" x 48" Lay-In Ceiling Tiles	400-673-637	9	\$98.44
						400-673-637	9	(\$1.97)
				9142930-BAL	REMAINING BALANCE INV	400-673-636	9	\$0.40



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96714	2743	JEFCOAT FENCE CO INC		AC40243	#9142930 (EPD) WO#53454-HWY 468 WELL-ISSUES W/GATE	400-673-637	9	\$173.00
96716	12917	JOSEPH MOAK TRUCKING	17841	COB-52324	Stock At Shop-Sand	400-673-550	9	\$4,998.00
96717	10529	K&S TRUCKING LLC		23924	VIN #4907-ER NEW TRAILER TIRE	400-673-540	9	\$155.00
				23830	VIN #0992-REPAIR TIRE	400-673-540	9	\$25.00
				23825	VIN #0992-ER TIRE REPAIR	400-673-540	9	\$25.00
96718	13119	KEVIN ENTERPRISES, LLC	17898	4374	VIN #4852 2020 Dodge Ram 5500- Replace Winch	400-673-635	9	\$669.00
						400-673-635	9	\$521.00
						400-673-635	9	\$3,150.00
						400-673-635	9	\$312.50
96724	2416	M&R PROTECTIVE SYSTEMS INC		14986	ER REPAIR-BAD ACCESS PANEL MAINT FACILITY	400-673-636	9	\$1,616.00
96725	12879	MAGCOR INDUSTRIES		131626	P/R REIMBURSEMENT FOR WORK RELEASE- 05/16/2024	400-673-604	9	\$5,675.47
				131751	P/R REIMBURSEMENT FOR WORK RELEASE- 05/30/2024	400-673-604	9	\$2,230.13
				131886	P/R REIMBURSEMENT FOR WORK RELEASE- 06/13/2024	400-673-604	9	\$2,592.46
96728	4566	METRO BUILDING SERVICES, INC	16771	53851	HVAC EQUIPMENT SERVICE	400-673-637	9	\$84.50



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
96733	6168	MIPCO IMPRESSION PRODUCTS, INC.	16700	252793	AGREEMENT (FY24) B/A 10/2/23 SHOP COPIER- JUNE 2024	400-673-640	9	\$195.00
96738	2377	MURPHY'S LAWN & LANDSCAPE	17651	16896	218 Garden Dr-Yard Restoration/WO#521 32	400-673-640 400-673-637	9 9	\$6.45 \$274.55
96740	7173	NJ FARMS INC	17786	17786	611 Briars Bend- Concrete Repair/WO#52763	400-673-637	9	\$3,350.00
96750	1000	PUCKETT MACHINERY COMPANY	17897	WOJK5447416	VIN #5972 Mini Excavator- Maintenance	400-673-636	9	\$221.74
			17656	WOEN5508904	Install Water Pump, Block Heater & Hoses On Site Generator-Marquette Well-B/A 4/3/2024	400-673-636	9	\$5,796.30
96756	12749	RANKIN COUNTY LIMESTONE LLC	17360	5340	Stock At Shop-610 Slag-B/A 2/5/24	400-673-550	9	\$5,101.00
96760	1038	REDDY ICE-JACKSON	16692	38-482921	ICE FOR CITY SHOP CREW	400-673-550	9	\$291.60
96768	1141	SOUTHERN PINE ELECTRIC		400007199 JUN 24	NEW LAKEBEND WATER WELL-05/01 TO 06/01/24	400-673-630	9	\$4,589.20
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	400-673-625	9	\$3,760.93
				Total For Department	400-673			\$59,731.34
Dept#	400-680							
96664	1999	CINTAS CORPORATION NO 210		4194464943	UNIFORMS	400-680-535	9	\$11.87
						400-680-535	9	\$9.84



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-680-535	9	\$8.06
				4195193617	UNIFORMS	400-680-535	9	\$11.87
						400-680-535	9	\$9.84
						400-680-535	9	\$8.06
96674	4870	CROW BURLINGAME CO.	17943	6006-5554	VIN #8633 2008 Ford F350-Filters & Wiper Blades	400-680-635	9	\$35.73
						400-680-635	9	\$72.77
						400-680-635	9	\$37.92
						400-680-635	9	\$22.68
			17917	6006-5467	VIN #4058 2021 Chevy Colorado- Filters & Wiper Blades	400-680-635	9	\$12.13
						400-680-635	9	\$23.06
						400-680-635	9	\$30.83
						400-680-635	9	\$11.34
						400-680-635	9	\$11.34
96688	2190	ENTERGY		380004065689	476 EDGEWOOD XING PLE A LIFT	400-680-630	9	\$75.75
				ACCT #174554253-06/08/2024	CORNERSTONE DRIVE AND GRANTS FERRY	400-680-630	9	\$29.78
96694	860	FLEETCOR TECHNOLOGIES		NP66564191	ACCT 126876-FUEL FOR WEEK 5/27/2024-6/02/2024	400-680-525	9	\$383.60
				NP66606118	ACCT #126876-FUEL FOR WEEK 6/3/2024-6/9/2024	400-680-525	9	\$591.99
96698	12957	GLEASON TIRES LLC	17821	05/30/2024	VIN #4194 2019 Ford F550-Upper & Lower Ball Joints	400-680-635	9	\$668.00
96700	5991	HARVEY SERVICES INC		6880	WO#53508-113 WINDSOR BLVD-GRINDER PUMP REPAIR	400-680-636	9	\$1,150.00



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				6881	WO#53511-652 TRICKHAMBRIDGE RD-GRINDER PUMP REPAIR	400-680-636	9	\$950.00
96702	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-04- 52829	EMERGENCY- MORROW ORR SEWER LINE REPAIR	400-680-637	9	\$32,280.26
96726	2999	MAGNOLIA PUMP & EQUIP INC	17878	3963	Repair E-One Grinder Pump Serial #WH593228	400-680-636	9	\$511.64
96768	1141	SOUTHERN PINE ELECTRIC		7351010 MAY 24	208 DUCLAIR CT LS-04/27 TO 05/30/24	400-680-630	9	\$56.56
				7351013 MAY 24	140 GRANDEUR DR LS/IN BACK YARD- 04/27 TO 05/30/2024	400-680-630	9	\$42.00
				7351018 MAY 24	109 MORGAN LN LS-04/27 TO 05/30/24	400-680-630	9	\$61.67
				7351001 JUN 24	5010 GLEN RIDGE DR LS-04/27 TO 05/30/24	400-680-630	9	\$60.12
				7351007 JUN 24	ROUSE DR LIFT STATION-04/27 TO 05/30/24	400-680-630	9	\$49.89
				7351009 MAY 24	136 PROVONCE PARK LS-04/27 TO 05/30/24	400-680-630	9	\$166.81
				7351020 MAY 24	252 G'FLD RIDGE DR LS-04/27 TO 05/30/24	400-680-630	9	\$327.74
				400014296 MAY 24	658 CONTI DR LS- 04/27 TO 05/30/24	400-680-630	9	\$64.34
				400013703 MAY 24	965 FILMORE DR LS-04/27 TO 05/30/24	400-680-630	9	\$91.35
				7720001 JUN 24	WILLOW CREEK	400-680-630	9	\$655.49



City of Brandon
Check Register by Department for Checks Dated 6/17/2024

Check Run #: 12901

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					DR-G'FLD RNCH- CNTRY MDWS LS- 04/27 TO 05/30/24			
				15366001 MAY 24	W GOVERNMENT ST LS-04/27 TO 05/30/24	400-680-630	9	\$1,331.22
				7351021 MAY 24	HWY 18 SEWER LS- 04/27 TO 05/30/24	400-680-630	9	\$67.56
				7000208006 JUN 24	HWY 468 LIFT STATION-05/01 TO 06/01/24	400-680-630	9	\$726.04
				7000208005 JUN 24	HWY 18 BYPASS EAST BRANDON LS-05/01 TO 06/01/24	400-680-630	9	\$1,780.69
96773	4331	SUNCOAST INFRASTRUCTURE, INC.		S24073-01F	WO#53120-CCTV SEWER MAIN-EAST JASPER ST	400-680-604	9	\$3,937.50
96779	3733	TRAVELERS		2432R9178 JUN 24	COMMERCIAL AUTO/PROPERTY INS PACKAGE	400-680-625	9	\$1,671.53
				Total For Department	400-680			\$48,048.87
				Fund Total	400			\$458,637.28
				Grand Total				\$2,505,524.64



City of Brandon

Manual Check Batch #: 5514

Fiscal Year 2023 - 2024 9 - Jun

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 2497	Check Date: 6/3/2024							
13015	DAVAINE LIGHTING LLC		Statement 2017	6/3/2024	6/3/2024	\$48.60		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$48.60	Lighting for REO
				Invoice Total		\$0.00	\$48.60	
				Total for Check # 2497		\$0.00	\$48.60	
		Total for fund	004			\$0.00	\$48.60	
		Total for batch	5514			\$0.00	\$48.60	



City of Brandon

Manual Check Batch #: 5515

Fiscal Year 2023 - 2024 9 - Jun

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount	Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description
Check # 96639	Check Date: 6/5/2024						
5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-05/PR #2 RE-ISSUE	6/5/2024	6/5/2024	\$5,235.00	100
400-673-637	R & M-OTHER IMPROVEMENTS	N			\$0.00	\$5,235.00	MARQUETTE RD FIRE HYDRANT RELOCATION PROJECT
Invoice Total					\$0.00	\$5,235.00	
5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-04 RE-ISSUE	6/5/2024	6/5/2024	\$96,498.37	200
400-673-637	R & M-OTHER IMPROVEMENTS	N			\$0.00	\$76,493.69	APR 2024 GENERAL CONSTRUCTION SERVICES
001-201-637	R & M-OTHER IMPROVEMENTS	N			\$0.00	\$20,004.68	APR 2024 GENERAL CONSTRUCTION SERVICES
Invoice Total					\$0.00	\$96,498.37	
Total for Check # 96639					\$0.00	\$101,733.37	
Total for fund					400	\$0.00	\$81,728.69
Total for fund					001	\$0.00	\$20,004.68
Total for batch					5515	\$0.00	\$101,733.37



City of Brandon

Manual Check Batch #: 5516

Fiscal Year 2023 - 2024 9 - Jun

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 2498	Check Date: 6/7/2024							
8090	MULLEN IT OVER STAGE CREW LLC		6.7.24 A	6/7/2024	6/7/2024	\$3,470.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$3,470.00	Stagehands Sister Hazel
Invoice Total						\$0.00	\$3,470.00	
Total for Check # 2498						\$0.00	\$3,470.00	
Check # 2499	Check Date: 6/7/2024							
11433	All Events LLC		6/7/24	6/7/2024	6/7/2024	\$8,750.00		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$8,750.00	Sounds and Light Sister Hazel
Invoice Total						\$0.00	\$8,750.00	
Total for Check # 2499						\$0.00	\$8,750.00	
Check # 2500	Check Date: 6/7/2024							
8161	Roderick Randall Kwan		6/7/24	6/7/2024	6/7/2024	\$500.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$500.00	Jumbotron Sister Hazel
Invoice Total						\$0.00	\$500.00	
Total for Check # 2500						\$0.00	\$500.00	
Check # 2501	Check Date: 6/7/2024							
13692	Wandering Hazel Touring, Inc		6.7.24	6/6/2024	6/7/2024	\$6,250.00		100
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$6,250.00	Artist Settlement Sister Hazel
Invoice Total						\$0.00	\$6,250.00	
Total for Check # 2501						\$0.00	\$6,250.00	

Total for fund	004	\$0.00	\$18,970.00
Total for batch	5516	\$0.00	\$18,970.00

CITY OF BRANDON
06/17/2024 Voided Claims

V #5975	Hemphill Construction Company Inc	<u>\$134,013.63</u>
6/3/2024	Check #96561 Voided In System 6/4/2024. Re-Issuing Check Minus The Emergency Repair To Sewer Force Main On Sunset Drive (\$32,280.26). Check #96639 Dated 6/5/2024 Was Re-Issued For Amount Of \$101,733.37.	\$134,013.63

6/17/2024

FOX EVERETT/COB - REGIONS TRUST ACCOUNT HEALTH INSURANCE ACCOUNT

Invoice Date	Date Released	Check Seq. #	Invoice Amount	Disbursed Amount	Expenditure Description
6/3/2024	6/13/2024	23797	\$22,717.05	\$22,717.05	RX Benefits
6/4/2024	6/13/2024	23798	\$ 22,715.93	\$ 22,715.93	Admin June
6/10/2024	6/13/2024	23799	\$ 11,037.73	\$ 11,037.73	RX Benefits
6/13/2024	6/13/2024	23801-23849	\$ 22,755.61	\$ 22,755.61	Medical Claims
			\$79,226.32	\$79,226.32	

CURRENT BALANCE OF HEALTH INSURANCE ACCOUNT

\$	430,263.45
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Board Approval Procedure - Statement should be submitted to Board for Approval at the next scheduled meeting

Memo

To: Mayor and Board of Aldermen

From: Niki Jobe

Date: 5/31/2024

Re: Request for Approval of May 2024 Electronic Fund Transfers

	<u>Date</u>	<u>Amount</u>
May 2024 Deferred Compensation Transfer	<u>5/3/2024</u>	<u>\$1,740.00</u>
	<u>5/17/2024</u>	<u>\$1,740.00</u>
	<u>5/31/2024</u>	<u>\$1,640.00</u>
May 2024 Retirement Transfer	<u>5/31/2024</u>	<u>\$236,183.69</u>
May 2024 Federal Tax Transfers	<u>5/3/2024</u>	<u>\$65,570.08</u>
	<u>5/17/2024</u>	<u>\$65,234.44</u>
	<u>5/31/2024</u>	<u>\$64,669.98</u>
May 2024 MS State Tax Commission	<u>5/3/2024</u>	<u>\$7,632.00</u>
	<u>5/17/2024</u>	<u>\$7,422.00</u>
	<u>5/31/2024</u>	<u>\$7,355.00</u>



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: JUNE 17, 2024
SUBJECT: HIGHWAY 80 SIGNAL IMPROVEMENTS PROJECT
STONEGATE DRIVE AND WOODGATE DRIVE
STP-7314-00(041)LPA/109243-701000
PAY REQUEST 4

Asking for your consideration to approve Pay Request 4 in the amount of \$257,847.48 from Hemphill Construction Company for the Highway 80 Signal Improvements Project Stonegate Drive and Woodgate Drive and authorize payment of the same.

On September 18, 2023, the Board awarded the bid for the Highway 80 Signal Improvements Project to Hemphill Construction Company as the best and lowest bid received.

The Highway 80 Signal Improvements Project Stonegate Drive and Woodgate Drive will allow upgrades to the existing traffic signals at Stonegate Drive and Woodgate Drive.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Inc Recommendation Letter
- Pay Request 4

GL Code: 001-201-703

Funding: MPO

June 11th, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
US HWY 80 Traffic Signal Upgrades with Geometric Improvements at Stonegate Dr. & Woodgate Dr.
Project # STP-7314-00(041) LPA/109243-701000
B-9409/B-10744
Pay Request #4

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request No. 4 for construction services for the City of Brandon US Highway 80 Traffic Signal Upgrades with Geometric Improvements at Stonegate Dr. & Woodgate Dr. for Hemphill Construction Co. Inc. in the total amount of \$257,847.48

We have reviewed this pay request(s) and recommend this be submitted to the Board for their approval.

Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077.

Sincerely,



Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (Benchmark)
Mary Ann Hess (City of Brandon)
File: B-9409/B-10744

Invoice #: H23120-04

To City of Brandon
Customer: 1000 Municipal Drive
Brandon, MS 39042

Project H23120- Signal Upgrades-US 80 at
Stonegate/Woodgate Drive

Via Engineer Benchmark Engineering & Surveying,
LLC
101 Highpointe Court, Ste B
Brandon, MS 394042

Application No. JB App #4

Period From: 4/1/2024

Period To: 4/30/2024

Distribution to :

Owner

Engineer

Contractor

11

11

From Contracto Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner: City of Brandon, MS
PO Box 1539
Brandon, MS 39043

External Contract No. STP-7314-00(041) LPA 109243/701000

Contract Date: 10/25/2023

Application Date: 5/10/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By:  Date: 5/10/2024

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 10th day of May 2024

Notary Public: Madelyn Chilton

My Commission expires: January 29, 2028



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$257,847.48

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

OWNER:

By: Jon Burt Date: 06/11/2024 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. Original Contract Sum	\$2,236,318.45
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$2,236,318.45
4. Work Completed To Date	\$1,325,019.37
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$1,325,019.37
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are not furnished in lieu of Retainage.	\$0.00
c. Retainage on Work Completed to Date 0.00 %	\$0.00
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$0.00
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$1,325,019.37
9. Less Previous Certificates For Payments	\$1,067,171.89
10. Current Payment Due	\$257,847.48
11. Balance to Finish, Plus Retainage.	\$911,299.08

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #4
Application Date : 05/10/24
Period From: 04/01/24
Period To: 04/30/24
External Contract No.: STP-7314-00(041) LPA 109243/701000

Invoice # : H23120-04

Contract : H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
202-B007	Removal of Asphalt Pavement, All Depths	SY	481.00	\$38.00	\$18,278.00	193.44	281.22	474.66	\$7,350.72	\$10,686.36	0.00	\$18,037.08	\$240.92	98.68%
202-B052	Removal of Concrete Driveways, All Depths	SY	96.00	\$48.00	\$4,608.00	0.00	113.81	113.81	\$0.00	\$5,462.88	0.00	\$5,462.88	\$-854.88	118.55%
202-B059	Removal of Concrete Median & Island Pavement,	SY	412.00	\$40.00	\$16,480.00	445.00	7.00	452.00	\$17,800.00	\$280.00	0.00	\$18,080.00	\$-1,600.00	109.71%
202-B088	Removal of Curb & Gutter, All Types	LF	918.00	\$13.00	\$11,934.00	397.00	399.00	796.00	\$5,161.00	\$5,187.00	0.00	\$10,348.00	\$1,586.00	86.71%
202-B164	Removal of Inlet and Junction Box, All Types & S	EA	4.00	\$1,850.00	\$7,400.00	2.00	2.00	4.00	\$3,700.00	\$3,700.00	0.00	\$7,400.00	\$0.00	100.00%
202-B191	Removal of Pipe, 8" And Above	LF	80.00	\$20.00	\$1,600.00	134.00	18.00	152.00	\$2,680.00	\$360.00	0.00	\$3,040.00	\$-1,440.00	190.00%
202-B244	Removal of Trees	EA	26.00	\$750.00	\$19,500.00	26.00	0.00	26.00	\$19,500.00	\$0.00	0.00	\$19,500.00	\$0.00	100.00%
203-A002	Unclassified Excavation, LVM, AH	CY	459.00	\$20.00	\$9,180.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$9,180.00	0.00%
203-EX041	Borrow Excavation, AH, LVM, Class B9-6	CY	502.00	\$25.00	\$12,550.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$12,550.00	0.00%
203-G002	Excess Excavation, LVM, AH	CY	1,716.00	\$23.00	\$39,468.00	870.00	475.00	1,345.00	\$20,010.00	\$10,925.00	0.00	\$30,935.00	\$8,533.00	78.38%
206-A001	Structure Excavation	CY	355.00	\$23.00	\$8,165.00	196.00	334.01	530.01	\$4,508.00	\$7,682.23	0.00	\$12,190.23	\$-4,025.23	149.30%
209-A005	Geotextile Stabilization, Type V, Non-Woven	SY	3,590.00	\$3.00	\$10,770.00	1,219.00	1,393.50	2,612.50	\$3,657.00	\$4,180.50	0.00	\$7,837.50	\$2,932.50	72.77%
216-A001	Solid Sodding	SY	1,414.00	\$9.00	\$12,726.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$12,726.00	0.00%
219-A001	Watering	GAL	29.00	\$20.00	\$580.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$580.00	0.00%
226-A001	Temporary Grassing	AC	1.00	\$1,500.00	\$1,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,500.00	0.00%
237-A001	Wattles, 12"	LF	440.00	\$6.00	\$2,640.00	140.00	100.00	240.00	\$840.00	\$600.00	0.00	\$1,440.00	\$1,200.00	54.55%
304-F001	3/4" and Down Crushed Stone Base	TON	1,198.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
304-F002	Size 610 Crushed Stone Base	TON	1,198.00	\$85.00	\$101,830.00	418.44	479.13	897.57	\$35,567.40	\$40,726.05	0.00	\$76,293.45	\$25,536.55	74.92%
304-F003	Size 825B Crushed Stone Base	TON	1,198.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
403-A002	12.5-mm, MT, Asphalt Pavement	TON	310.00	\$195.00	\$60,450.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$60,450.00	0.00%
403-A005	19-mm, MT, Asphalt Pavement	TON	741.00	\$150.00	\$111,150.00	0.00	296.97	296.97	\$0.00	\$44,545.50	0.00	\$44,545.50	\$66,604.50	40.08%
403-A014	9.5-mm, MT, Asphalt Pavement	TON	1,630.00	\$155.00	\$252,650.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$252,650.00	0.00%
406-D001	Fine Milling of Bituminous Pavement, All Depths	SY	16,210.00	\$4.95	\$80,239.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$80,239.50	0.00%
907-413-E001	Sawing and Sealing Transverse Joints in Asphalt P	LF	1,037.00	\$5.00	\$5,185.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,185.00	0.00%
503-C010	Saw Cut, Full Depth	LF	1,360.00	\$5.00	\$6,800.00	684.00	1,097.00	1,781.00	\$3,420.00	\$5,485.00	0.00	\$8,905.00	\$-2,105.00	130.96%
601-B001	Class "B" Structural Concrete, Minor Structures	CY	12.00	\$4,250.00	\$51,000.00	3.96	7.22	11.18	\$16,830.00	\$30,685.00	0.00	\$47,515.00	\$3,485.00	93.17%
602-A001	Reinforcing Steel	LBS	834.00	\$3.50	\$2,919.00	301.00	533.00	834.00	\$1,053.50	\$1,865.50	0.00	\$2,919.00	\$0.00	100.00%
603-CA003	15" Reinforced Concrete Pipe, Class III	LF	895.00	\$105.00	\$93,975.00	436.00	469.00	905.00	\$45,780.00	\$49,245.00	0.00	\$95,025.00	\$-1,050.00	101.12%
603-CE001	18" x 11" Concrete Arch Pipe, Class A III	LF	60.00	\$105.00	\$6,300.00	60.00	0.00	60.00	\$6,300.00	\$0.00	0.00	\$6,300.00	\$0.00	100.00%
603-SB003	15" Branch Connections, Stub into Box Culvert	EA	1.00	\$5,000.00	\$5,000.00	1.00	0.00	1.00	\$5,000.00	\$0.00	0.00	\$5,000.00	\$0.00	100.00%
604-A001	Castings	LBS	2,196.00	\$4.75	\$10,431.00	976.00	1,220.00	2,196.00	\$4,636.00	\$5,795.00	0.00	\$10,431.00	\$0.00	100.00%
604-B001	Gratings	LBS	2,550.00	\$4.75	\$12,112.50	1,050.00	1,500.00	2,550.00	\$4,987.50	\$7,125.00	0.00	\$12,112.50	\$0.00	100.00%

CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #4
Application Date : 05/10/24
Period From: 04/01/24
Period To: 04/30/24
External Contract No.: STP-7314-00(041) LPA 109243/701000

Invoice # : H23120-04

Contract : H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
907-608-C001	Detectable Warning Panels	SF	32.00	\$30.00	\$960.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$960.00	0.00%
609-D002	Combination Concrete Curb and Gutter Type 1 Mo	LF	177.00	\$47.75	\$8,451.75	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,451.75	0.00%
609-D004	Combination Concrete Curb and Gutter Type 2 Mo	LF	2,083.00	\$35.60	\$74,154.80	911.00	0.00	911.00	\$32,431.60	\$0.00	0.00	\$32,431.60	\$41,723.20	43.73%
907-616-C004	Colored and Imprinted Concrete Median and Island	SF	1,908.00	\$16.00	\$30,528.00	1,063.67	0.00	1,063.67	\$17,018.72	\$0.00	0.00	\$17,018.72	\$13,509.28	55.75%
618-A001	Maintenance of Traffic	LS	1.00	\$109,000.00	\$109,000.00	0.43	0.15	0.58	\$47,306.00	\$16,142.90	0.00	\$63,448.90	\$45,551.10	58.21%
618-B001	Additional Construction Signs	SF	1.00	\$10.00	\$10.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$10.00	0.00%
619-A1002	Temporary Traffic Stripe, Continuous White	LF	3,867.00	\$0.30	\$1,160.10	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,160.10	0.00%
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	3,421.00	\$0.30	\$1,026.30	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,026.30	0.00%
619-A3002	Temporary Traffic Stripe, Skip White	LF	2,926.00	\$0.30	\$877.80	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$877.80	0.00%
619-A5001	Temporary Traffic Stripe, Detail	LF	7,179.00	\$0.30	\$2,153.70	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,153.70	0.00%
619-A6001	Temporary Traffic Stripe, Legend	SF	496.00	\$1.15	\$570.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$570.40	0.00%
619-A6002	Temporary Traffic Stripe, Legend	LF	2,182.00	\$0.60	\$1,309.20	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,309.20	0.00%
620-A001	Mobilization	LS	1.00	\$195,000.00	\$195,000.00	0.90	0.00	0.90	\$175,500.00	\$0.00	0.00	\$175,500.00	\$19,500.00	90.00%
626-A002	6"" Thermoplastic Double Drop Traffic Stripe, Skip	LF	2,926.00	\$2.05	\$5,998.30	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,998.30	0.00%
626-B001	6"" Thermoplastic Double Drop Traffic Stripe, Con	LF	350.00	\$3.80	\$1,330.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,330.00	0.00%
626-C001	6"" Thermoplastic Double Drop Edge Stripe, Contr	LF	3,517.00	\$3.80	\$13,364.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$13,364.60	0.00%
626-E002	6"" Thermoplastic Double Drop Traffic Stripe, Con	LF	289.00	\$3.50	\$1,011.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,011.50	0.00%
626-F002	6"" Thermoplastic Double Drop Edge Stripe, Contr	LF	3,132.00	\$3.50	\$10,962.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$10,962.00	0.00%
626-G004	Thermoplastic Double Drop Detail Stripe, White	LF	7,087.00	\$3.80	\$26,930.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$26,930.60	0.00%
626-G005	Thermoplastic Double Drop Detail Stripe, Yellow	LF	92.00	\$3.50	\$322.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$322.00	0.00%
626-H001	Thermoplastic Double Drop Legend, White	SF	496.00	\$29.00	\$14,384.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$14,384.00	0.00%
626-H002	Thermoplastic Double Drop Legend, White	LF	2,182.00	\$7.00	\$15,274.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$15,274.00	0.00%
627-K001	Red-Clear Reflective High Performance Raised M	EA	310.00	\$17.50	\$5,425.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,425.00	0.00%
627-L001	Two-Way Yellow Reflective High Performance Ra	EA	26.00	\$23.25	\$604.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$604.50	0.00%
907-632-A007	Solid State Traffic Cabinet Assembly, Type III Ca	EA	2.00	\$24,430.00	\$48,860.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$48,860.00	0.00%
907-632-J001	Power Service Pedestal	EA	2.00	\$3,887.00	\$7,774.00	1.00	0.00	1.00	\$3,887.00	\$0.00	0.00	\$3,887.00	\$3,887.00	50.00%
907-634-A009	Traffic Signal Equipment Pole, Type II(L), 17' Sha	EA	1.00	\$31,095.00	\$31,095.00	1.00	0.00	1.00	\$31,095.00	\$0.00	0.00	\$31,095.00	\$0.00	100.00%
907-634-A011	Traffic Signal Equipment Pole, Type II(L), 17' Sha	EA	2.00	\$31,095.00	\$62,190.00	2.00	0.00	2.00	\$62,190.00	\$0.00	0.00	\$62,190.00	\$0.00	100.00%
907-634-A013	Traffic Signal Equipment Pole, Type II(L), 17' Sha	EA	1.00	\$31,095.00	\$31,095.00	1.00	0.00	1.00	\$31,095.00	\$0.00	0.00	\$31,095.00	\$0.00	100.00%
907-634-A015	Traffic Signal Equipment Pole, Type II(L), 17' Sha	EA	1.00	\$43,310.00	\$43,310.00	1.00	0.00	1.00	\$43,310.00	\$0.00	0.00	\$43,310.00	\$0.00	100.00%
907-634-A016	Traffic Signal Equipment Pole, Type II(L), 17' Sha	EA	1.00	\$43,310.00	\$43,310.00	1.00	0.00	1.00	\$43,310.00	\$0.00	0.00	\$43,310.00	\$0.00	100.00%
907-634-A017	Traffic Signal Equipment Pole, Type II(L), 17' Sha	EA	2.00	\$46,640.00	\$93,280.00	2.00	0.00	2.00	\$93,280.00	\$0.00	0.00	\$93,280.00	\$0.00	100.00%

CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #4

Application Date : 05/10/24

Period From: 04/01/24

Period To: 04/30/24

Invoice # : H23120-04

External Contract No.: STP-7314-00(041) LPA 109243/701000

Contract : H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	1.00	\$1,325.00	\$1,325.00	1.00	0.00	1.00	\$1,325.00	\$0.00	0.00	\$1,325.00	\$0.00	100.00%
907-634-C001	Pole Foundations, Class ""B"" Concrete	CY	33.00	\$890.00	\$29,370.00	33.00	0.00	33.00	\$29,370.00	\$0.00	0.00	\$29,370.00	\$0.00	100.00%
635-A059	Traffic Signal Head, Type 1	EA	12.00	\$1,445.00	\$17,340.00	12.00	0.00	12.00	\$17,340.00	\$0.00	0.00	\$17,340.00	\$0.00	100.00%
635-A065	Traffic Signal Head, Type 2 FYA	EA	4.00	\$1,998.85	\$7,995.40	4.00	0.00	4.00	\$7,995.40	\$0.00	0.00	\$7,995.40	\$0.00	100.00%
635-A070	Traffic Signal Head, Type 3	EA	4.00	\$1,998.85	\$7,995.40	4.00	0.00	4.00	\$7,995.40	\$0.00	0.00	\$7,995.40	\$0.00	100.00%
907-636-B003	Electric Cable, Underground in Conduit, IMSA 20-1	LF	1,055.00	\$1.70	\$1,793.50	881.00	0.00	881.00	\$1,497.70	\$0.00	0.00	\$1,497.70	\$295.80	83.51%
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1	LF	1,055.00	\$3.60	\$3,798.00	1,192.00	0.00	1,192.00	\$4,291.20	\$0.00	0.00	\$4,291.20	\$-493.20	112.99%
907-636-B024	Electric Cable, Underground in Conduit, IMSA 20-1	LF	65.00	\$11.10	\$721.50	75.00	0.00	75.00	\$832.50	\$0.00	0.00	\$832.50	\$-111.00	115.38%
907-636-D001	Electric Cable, Aerial Supported in Conduit, IMSA	LF	136.00	\$4.45	\$605.20	416.00	0.00	416.00	\$1,851.20	\$0.00	0.00	\$1,851.20	\$-1,246.00	305.88%
907-636-D008	Electric Cable, Aerial Supported in Conduit, IMSA	LF	486.00	\$3.60	\$1,749.60	493.00	0.00	493.00	\$1,774.80	\$0.00	0.00	\$1,774.80	\$-25.20	101.44%
907-637-A002	Pullbox Enclosure, Type 2	EA	6.00	\$1,777.00	\$10,662.00	6.00	0.00	6.00	\$10,662.00	\$0.00	0.00	\$10,662.00	\$0.00	100.00%
907-637-A003	Pullbox Enclosure, Type 3	EA	2.00	\$2,110.00	\$4,220.00	2.00	0.00	2.00	\$4,220.00	\$0.00	0.00	\$4,220.00	\$0.00	100.00%
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2""	LF	291.00	\$11.10	\$3,230.10	200.00	0.00	200.00	\$2,220.00	\$0.00	0.00	\$2,220.00	\$1,010.10	68.73%
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jac	LF	630.00	\$17.80	\$11,214.00	681.00	0.00	681.00	\$12,121.80	\$0.00	0.00	\$12,121.80	\$-907.80	108.10%
907-639-B001	Type 1 Optical Detector	EA	8.00	\$280.00	\$2,240.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,240.00	0.00%
907-639-C001	Type 1 Optical Detector Cable	LF	1,455.00	\$0.40	\$582.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$582.00	0.00%
907-639-D001	Multimode Phase Selector	EA	2.00	\$1,110.50	\$2,221.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,221.00	0.00%
907-641-A002	Signal Stop Bar Radar Vehicle Detection Sensor, T	EA	8.00	\$9,995.00	\$79,960.00	8.00	0.00	8.00	\$79,960.00	\$0.00	0.00	\$79,960.00	\$0.00	100.00%
907-641-B002	Signal Advanced Radar Vehicle Detection Sensor,	EA	4.00	\$10,330.00	\$41,320.00	4.00	0.00	4.00	\$41,320.00	\$0.00	0.00	\$41,320.00	\$0.00	100.00%
907-641-D001	Radar Vehicle Detection Cable	LF	2,255.00	\$4.45	\$10,034.75	2,112.00	0.00	2,112.00	\$9,398.40	\$0.00	0.00	\$9,398.40	\$636.35	93.66%
646-B001	Illuminated Street Name Sign	EA	8.00	\$4,442.00	\$35,536.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$35,536.00	0.00%
647-A001	Removal of Existing Traffic Signal Equipment	LS	1.00	\$12,500.00	\$12,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$12,500.00	0.00%
907-663-D001	Category 6 Cable, Installed in Conduit	LF	100.00	\$1.15	\$115.00	117.00	0.00	117.00	\$134.55	\$0.00	0.00	\$134.55	\$-19.55	117.00%
907-672-A003	Remove and Reset Traffic Signal Equipment	EA	1.00	\$2,220.95	\$2,220.95	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,220.95	0.00%
907-672-B002	Remove and Reset ITS Equipment	EA	2.00	\$555.25	\$1,110.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,110.50	0.00%
699-A001	Roadway Construction Stakes	LS	1.00	\$87,315.00	\$87,315.00	0.50	0.08	0.58	\$43,657.50	\$7,168.56	0.00	\$50,826.06	\$36,488.94	58.21%
Grand Totals					\$2,236,318.45				\$1,067,171.89	\$267,847.48	\$0.00	\$1,326,019.37	\$911,299.08	59.26%



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: JUNE 17, 2024
SUBJECT: MARQUETTE ROAD WELL
DECLARATION OF EMERGENCY

Asking for your consideration to declare an emergency repairs to the Marquette Road Well the week of June 10, 2024.

On Monday, June 10, 2024, at approximately 3:30pm, the City of Brandon received a call that the Marquette Road Well had made a loud noise and had thrown electrical sparks. Upon inspection by the City of Brandon, it was determined that an electrical issue at the site had occurred, and the well motor had quit working. Griner Drilling Services was contacted immediately to begin evaluation of the issues and make repairs. The City of Brandon had to also contact Entergy to kill power to the site so that electrical issues could be addressed. All issues that occurred caused the Marquette Well to be taken offline until repairs could be made.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator
for the City of Brandon, Mississippi, have determined that an emergency exists as described in
the memo attached hereto, with regard to the purchase of the commodities or repair contracts,
identified as follows:

Emergency repairs to the Marquette Road Well

at the location/address identified in the memo attached hereto, so that the delay incident to
giving opportunity for competitive bidding would be detrimental to the interest of the
governing authority, and I hereby approve the bill presented therefore for such emergency
commodities and/or contract services provided, and I do hereby certify that the purchase of
such commodities was made from _____ (or with
Griner Drilling Services from whom such an emergency repair contract was
made), as reflected in the bill(s)/invoice(s) attached hereto and request payment of the same
accordingly.

So certified, this the 11 day of June, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: JUNE 17, 2024
SUBJECT: SERENITY COURT DRAINAGE IMPROVEMENTS PROJECT
AWARD QUOTE

Asking for your consideration to award the quote in the amount of \$10,350.00 to Sullivan Construction Services, LLC for the Serenity Court Drainage Improvements Project as the best and lowest quote received.

Two additional quotes were received for this project.

- Quote 2 – Hemphill Construction Company - \$23,503.00
- Quote 3 – Duraco Construction - \$35,900.00

The Serenity Court Drainage Improvements Project will allow for the current grate inlet in the area to be moved to a different location, along with grading work, to redirect the stormwater flow to the existing storm drain infrastructure. The current location of the grate inlet is not catching water and is allowing stormwater flow to occur on surrounding properties.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Letter of Recommendation
- Quote Tab

June 11th, 2024

Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
Serenity CT. Drainage Improvements
Benchmark # B-10815
Quote Results

Dear Mrs. Dearman:

The City of Brandon received three (3) competitive quotes for the above referenced project on May 17st, 2024. The three (3) quotes were as follows:

	Sullivan Construction Services	Hemphill Construction Company	Duraco Construction
Quote Totals	\$ 10,350.00	\$ 23,503.00	\$ 35,900.00

The apparent low quote for the project was submitted by Sullivan Construction Services, LLC. in the amount of \$10,350.00.

After reviewing and evaluating the quotes and supporting documents, we have found no irregularities within the low quote that should be of concern. After this review, it is our recommendation to award the project to Sullivan Construction Services, LLC.

We can begin preparing these contract documents for execution by the City of Brandon and the Contractor once this award is made. Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077 or 601-627-7780.

Sincerely,



Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

Cc: Matthew Miller, P.E., P.L.S., Benchmark
File: B-10815



CERTIFIED TABULATION OF QUOTES

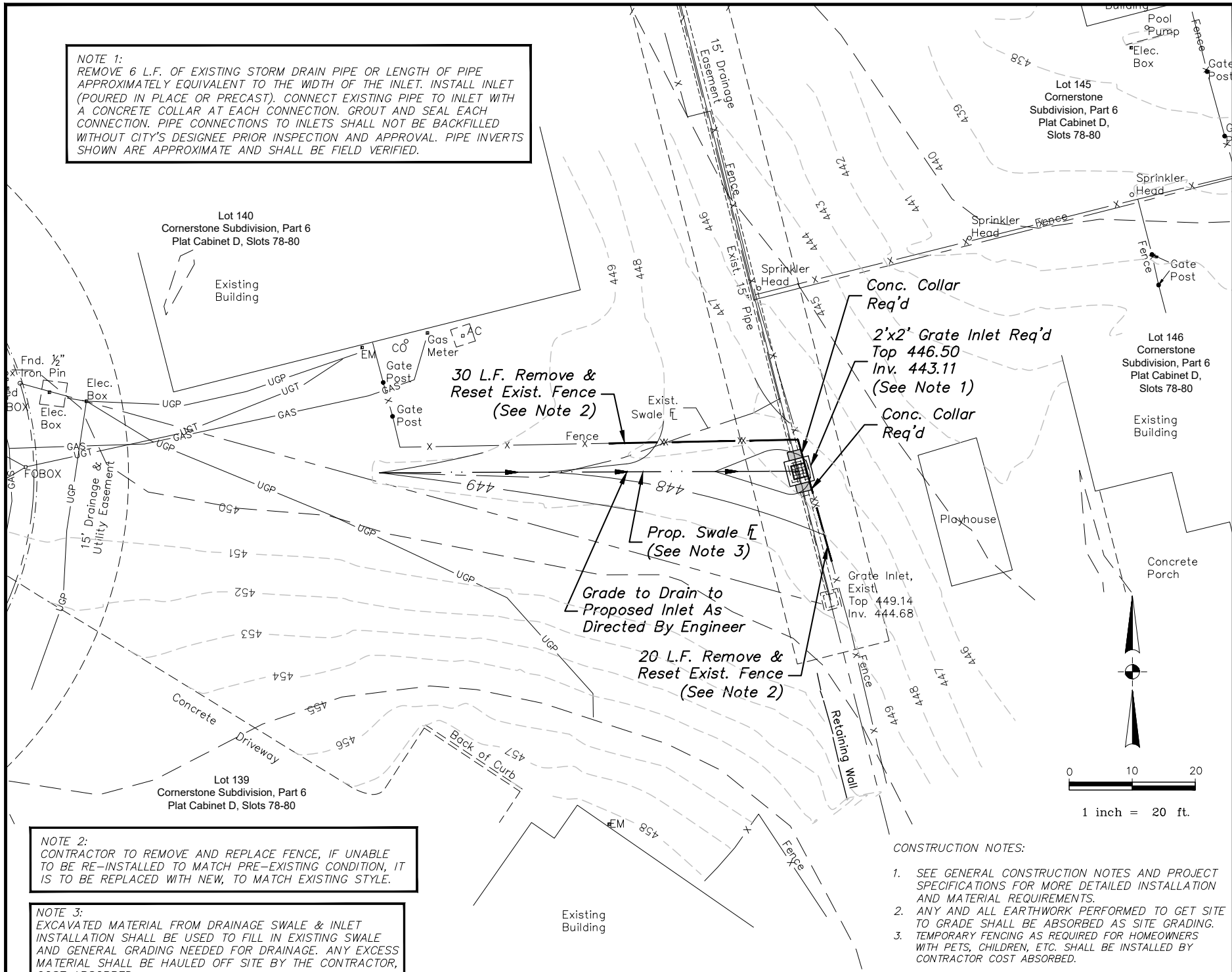
PROJECT: Serenity CT. Drainage Improvements
PROJECT NO.: B-10815
OWNER: City of Brandon
BID DATE: 5/17/2024

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Sullivan Construction Services, LLC		Hemphill Construction Company, Inc.		Duraco Construction, Inc.	
				UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL
1	MOBILIZATION	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 4,410.00	\$ 4,410.00	\$ 11,300.00	\$ 11,300.00
2	REMOVAL OF EXISTING STORM DRAIN PIPE	6	LF	\$ 200.00	\$ 1,200.00	\$ 153.00	\$ 918.00	\$ 100.00	\$ 600.00
3	REMOVE AND RESET FENCE	1	LS	\$ 650.00	\$ 650.00	\$ 5,900.00	\$ 5,900.00	\$ 6,000.00	\$ 6,000.00
4	2'X2' GRATE INLET	1	EA	\$ 1,650.00	\$ 1,650.00	\$ 6,700.00	\$ 6,700.00	\$ 9,500.00	\$ 9,500.00
5	SITE GRADING	1	LS	\$ 1,600.00	\$ 1,600.00	\$ 2,575.00	\$ 2,575.00	\$ 6,000.00	\$ 6,000.00
6	SOLID SODDING (TO MATCH EXISTING)	250	SY	\$ 15.00	\$ 3,750.00	\$ 12.00	\$ 3,000.00	\$ 10.00	\$ 2,500.00
TOTALS					\$ 10,350.00		\$ 23,503.00		\$ 35,900.00
SUBMITTED BID AMOUNT					\$ 10,350.00		\$ 23,503.00		\$ 34,800.00
DIFFERENCE					\$ -		\$ -		\$ 1,100.00

QUOTE RESULTS HAVE BEEN TABULATED ABOVE AND THE RESULTS ARE ACCURATE AND TRUE TO THE
BEST OF MY KNOWLEDGE.

SIGNED: 
PRINT: Lon Burt, P.E.
DATE: 5/30/2024

NOTE 1:
REMOVE 6 L.F. OF EXISTING STORM DRAIN PIPE OR LENGTH OF PIPE
APPROXIMATELY EQUIVALENT TO THE WIDTH OF THE INLET. INSTALL INLET
(POURED IN PLACE OR PRECAST). CONNECT EXISTING PIPE TO INLET WITH
A CONCRETE COLLAR AT EACH CONNECTION. GROUT AND SEAL EACH
CONNECTION. PIPE CONNECTIONS TO INLETS SHALL NOT BE BACKFILLED
WITHOUT CITY'S DESIGNEE PRIOR INSPECTION AND APPROVAL. PIPE INVERTS
SHOWN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.



NOTE 2:
CONTRACTOR TO REMOVE AND REPLACE FENCE, IF UNABLE
TO BE RE-INSTALLED TO MATCH PRE-EXISTING CONDITION, IT
IS TO BE REPLACED WITH NEW, TO MATCH EXISTING STYLE.

NOTE 3:
EXCAVATED MATERIAL FROM DRAINAGE SWALE & INLET
INSTALLATION SHALL BE USED TO FILL IN EXISTING SWALE
AND GENERAL GRADING NEEDED FOR DRAINAGE. ANY EXCESS
MATERIAL SHALL BE HAULED OFF SITE BY THE CONTRACTOR,
COST ABSORBED.

- CONSTRUCTION NOTES:
- SEE GENERAL CONSTRUCTION NOTES AND PROJECT SPECIFICATIONS FOR MORE DETAILED INSTALLATION AND MATERIAL REQUIREMENTS.
 - ANY AND ALL EARTHWORK PERFORMED TO GET SITE TO GRADE SHALL BE ABSORBED AS SITE GRADING.
 - TEMPORARY FENCING AS REQUIRED FOR HOMEOWNERS WITH PETS, CHILDREN, ETC. SHALL BE INSTALLED BY CONTRACTOR COST ABSORBED.

SHEET NUMBER 3 of 9		PROJECT NUMBER B-10815	
PROJECT: SERENITY CT. DRAINAGE IMPROVEMENTS			
SHEET CONTENTS: PROJECT AREA			
PROJECT LOCATION: SERENITY COURT BRANDON, MS 39042		CLIENT: CITY OF BRANDON 1000 MUNICIPAL DR., BRANDON, MS 39042	
 BENCHMARK ENGINEERING & SURVEYING, LLC CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV/MAPPING BRANDON FLOWOOD MADISON www.benchmarkms.net 601-627-7790 EST. 2004			
DATE: 4/12/24	DRAWN: WTC	CHECKED: MMW	SCALE: NTS
REF: C/L	EG SURFACE:	FG SURFACE:	



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: JUNE 17, 2024
SUBJECT: 2024 STREET OVERLAY PROJECT
PAY REQUEST 3

Asking for your consideration to approve Pay Request 3 in the amount of \$621,813.84 from Adcamp, Inc. for the 2024 Steet Overlay Project and authorize payment of the same.

All work shown on Pay Request 3 was performed on public streets throughout the City of Brandon.

On December 18, 2023, the Board awarded the bid for the 2024 Street Overlay Project to Adcamp, Inc.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Adcamp, Inc. – Pay Request 3

GL Code: 300-610-712

Funding: 2024 GO Bond, 2% funds, & Modernization Act

June 6, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
CITY OF BRANDON 2024 STREET OVERLAY AND PAVING IMPROVEMENTS PROJECT
B-10382
Pay Request # 3

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request # 3 for construction services for the City of Brandon 2024 Street Overlay and Paving Improvements Project for Ad Camp Inc. in the amount of \$621,813.84.

We have reviewed this pay request and recommend this be submitted to the Board for their approval.

Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077.

Sincerely,



Matthew Miller, P.E., P.L.S.
Benchmark Engineering & Surveying, LLC

cc: File: B-10382

		Client:	City of Brandon
		Project:	2024 Street Improvements Project
Contractor:	Adcamp, Inc. P. O. Box 54246 Jackson, MS 39288		
Estimate:	Three	For Period: April 25, 2024 to May 24, 2024	

Analysis of Adjusted Contract to Date:

(A) Original Contract Amount	\$	5,377,885.01
(B) Plus Additions	\$	36,579.99
(C) Deductions	\$	-
(D) Adjusted Contract Amount	\$	5,414,465.00

Analysis of Work Performed to Date:

(A) Cost of Original Contract Work Performed to Date	\$	1,394,840.87
(B) Extra Work Performed to Date	\$	
(C) Total Cost of Work Performed to Date	\$	1,394,840.87
(D) Add: Materials Stored at Close of this Period	\$	-
(E) Subtotal of (C) and (D)	\$	1,394,840.87
(F) Less Amount Retained (5%)	\$	69,742.04
(G) Less Penalty	\$	-
(H) Subtotal of (E) and (F)	\$	1,325,098.83
(I) Less Amount of Previous Billings	\$	703,284.99
(J) Balance of this Payment	\$	621,813.84

Certification of Contractor:

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the PERIODIC ESTIMATE FOR PARTIAL PAYMENT are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this PERIODIC ESTIMATE; that no part of the "BALANCE DUE THIS PAYMENT" has been received, and that the undersigned and his subcontractor have (Check applicable line)

☒ Complied with all labor provisions of said contract

☐ Complied with all labor provisions of said contract except in those instances where an honest dispute exists with respect to said labor provisions (if checked, describe briefly nature of dispute.)

Adcamp, Inc.
(Contractor)

Date: 05/28/2024

BY:



Signature of Authorized Representative

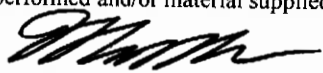
Title:

Jason H. Brewer, CP - Operations

Certification of Architect or Engineer:

I certify that I have checked and verified the above foregoing PERIODIC ESTIMATE FOR PARTIAL PAYMENT, that to the best of my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the contractor; that all work and/or material included in this PERIODIC ESTIMATE has been periodically monitored by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in substantial accordance with requirements of the referenced contract; and the partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date.

SIGNED:



(Engineer)

Date: 6-6-24

Client:	Clity of Brandon, MS	Request for Payment #Three	Page One
Project:	2024 Street Improvements Program		For Period: April 25, 2024 to May 24, 2024
Contractor:	Adcamp, Inc., PO Box 54246, Jackson, MS 39288		

		Contract				Work Completed			Total Work	
Item #	Description of Work	Unit	Quantity	Unit Price	Total	Previous Period	Current Period	Completed To Date	Quantity	Total Amount
City of Brandon, MS 2024 Street Improvement Project										
Base Bid:										
1	Mobilization	LS	1.00	\$ 30,000.00	\$ 30,000.00	0.10	\$ 3,000.00	-	0.10	\$ 3,000.00
2	Maintenance of Traffic	LS	1.00	\$ 20,000.00	\$ 20,000.00	0.07	\$ 1,400.00	-	0.07	\$ 1,400.00
3	Removal of Asphalt, All Depths	SY	250.00	\$ 15.00	\$ 3,750.00	105.78	\$ 1,586.70	15.00	120.78	\$ 1,811.70
4	Removal of Curb & Gutter, All Depths	LF	300.00	\$ 28.80	\$ 8,640.00	463.50	\$ 13,348.80	830.00	1,293.50	\$ 37,252.80
5	Cold Milling of Asphalt Pavement, All Depths	SY	139,000.00	\$ 2.00	\$ 278,000.00	2,199.35	\$ 4,398.70	-	2,199.35	\$ 4,398.70
6	Adjustment of Utility Appurtenance	EA	20.00	\$ 275.00	\$ 5,500.00	5.00	\$ 1,375.00	1.000	6.00	\$ 1,650.00
7	Excess Excavation, FM, AH	CY	300.00	\$ 25.00	\$ 7,500.00	28.89	\$ 722.25	2.03	30.92	\$ 773.00
8	610 Limestone	Ton	250.00	\$ 70.00	\$ 17,500.00	-	\$ -	-	-	\$ -
9	Filter Fabric	SY	500.00	\$ 1.00	\$ 500.00	-	\$ -	-	-	\$ -
10	Combination Curb & Gutter, All Types	LF	300.00	\$ 28.80	\$ 8,640.00	463.50	\$ 13,348.80	830.00	1,293.50	\$ 37,252.80
11	Bituminous Black Base, BB-1, Type 6	Ton	400.00	\$ 125.00	\$ 50,000.00	134.34	\$ 16,792.50	36.26	170.60	\$ 21,325.00
12	Bituminous Surface Course, SC-1, Type 8	Ton	25,500.00	\$ 109.50	\$ 2,792,250.00	2,576.45	\$ 282,121.28	1,750.89	4,327.34	\$ 473,843.73
13	Cleaning & Sealing Cracks	LF	6,000.00	\$ 2.00	\$ 12,000.00	-	\$ -	-	-	\$ -
14	6" Continuous Thermo Traffic Stripe All Colors	LF	19,500.00	\$ 1.50	\$ 29,250.00	-	\$ -	-	-	\$ -
15	6" Cont Thermo Detail Traffic Stripe All Colors	LF	1,000.00	\$ 6.00	\$ 6,000.00	-	\$ -	-	-	\$ -
16	ReflectORIZED Raised Pavement Markers	EA	325.00	\$ 18.00	\$ 5,850.00	-	\$ -	-	-	\$ -
17	Thermoplastic Legend White (12" Stop Bars)	LF	2,000.00	\$ 9.00	\$ 18,000.00	-	\$ -	-	-	\$ -
18	Thermoplastic Legend, White, Blue or Yellow	SF	420.00	\$ 16.00	\$ 6,720.00	-	\$ -	-	-	\$ -
19	Temporary Striping	LF	3,000.00	\$ 1.00	\$ 3,000.00	-	\$ -	-	-	\$ -
	Total Base Bid				\$ 3,303,100.00		\$ 338,094.03			\$ 582,707.73
Alternate Bid #1										
1	Cold Milling of Asphalt Pavement, All Depths	SY	18,000.00	\$ 2.00	\$ 36,000.00	-	\$ -	18,055.60	18,055.60	\$ 36,111.20
2	Bituminous Surface Course, SC-1, Type 8	Ton	3,700.00	\$ 109.50	\$ 405,150.00	-	\$ -	3,327.05	3,327.05	\$ 364,311.98
3	Cleaning & Sealing Cracks	LF	2,500.00	\$ 2.00	\$ 5,000.00	-	\$ -	4,752.00	4,752.00	\$ 9,504.00
4	Thermoplastic Legend White (12" Stop Bars)	LF	184.00	\$ 9.00	\$ 1,656.00	-	\$ -	-	-	\$ -
	Total Alternate Bid #1				\$ 447,806.00		\$ -			\$ 409,927.18
Add Alternate Bid #2										
1	Cold Milling of Asphalt Pavement, All Depths	SY	8,000.00	\$ 2.00	\$ 16,000.00	-	\$ -	-	-	\$ -
2	Bituminous Surface Course, SC-1, Type 8	Ton	1,700.00	\$ 109.50	\$ 186,150.00	-	\$ -	-	-	\$ -
3	Thermoplastic Legend White (12" Stop Bars)	LF	138.00	\$ 9.00	\$ 1,242.00	-	\$ -	-	-	\$ -
	Total Bid - Add Alternate #2				\$ 203,392.00		\$ -			\$ -
	Subtotal				\$ 4,492,656.51		\$ 338,094.03			\$ 992,634.91

Client: Clity of Brandon, MS			Request for Payment #Three			Page Two		
Project: 2024 Street Improvements Program			For Period: April 25, 2024 to May 24, 2024					
Contractor: Adcamp, Inc., PO Box 54246, Jackson, MS 39288								
Item #	Description of Work	Unit	Contract		Work Completed		Total Work	
			Quantity	Unit Price	Total	Previous Period	Current Period	Completed To Date
	City of Brandon, MS 2024 Street Improvement Project							
	Add Alternate Bid #3							
1	Maintenance of Traffic	LS	1.00	\$ 45,000.00	\$ 45,000.00	-	\$	-
2	Removal of Asphalt, All Depths	SY	3,100.00	\$ 12.44	\$ 38,564.00	-	\$	-
3	Removel of Curb & Gutter, All Depths	LF	1,465.00	\$ 20.73	\$ 30,369.45	-	\$	-
4	Cold Milling of Asphalt Pavement, All Depths	SY	400.00	\$ 2.00	\$ 800.00	-	\$	-
5	Driveway Removal & Replacement	SY	96.00	\$ 259.07	\$ 24,870.72	-	\$	-
6	Excess Excavation, FM, AH	CY	2,200.00	\$ 20.73	\$ 45,606.00	-	\$	-
7	Borrow Excavation, FM, AH	CY	2,835.00	\$ 33.16	\$ 94,008.60	-	\$	-
8	Combination Curb & Gutter, All Types	LF	1,465.00	\$ 22.00	\$ 32,230.00	-	\$	-
9	6610 Limestone	Ton	150.00	\$ 70.00	\$ 10,500.00	-	\$	-
10	Filter Fabric	SY	500.00	\$ 1.00	\$ 500.00	-	\$	-
11	8" Lime Subbase (6% By Weight)	Ton	80.00	\$ 654.00	\$ 52,320.00	-	\$	-
12	8" Class C Slurry Lime Treatment	SY	3,350.00	\$ 5.00	\$ 16,750.00	-	\$	-
13	Bituminous Surface Course, SC-1, Type 8	Ton	550.00	\$ 109.50	\$ 60,225.00	-	\$	-
14	Bituminous Black Base, BB-1, Type 6	Ton	520.00	\$ 101.00	\$ 52,520.00	-	\$	-
15	Adjustment of Storm Inlet	EA	5.00	\$ 3,626.94	\$ 18,134.70	-	\$	-
16	Topsoil, LVM	CY	230.00	\$ 41.45	\$ 9,533.50	-	\$	-
17	Solid Sod, Match Existing	SY	350.00	\$ 12.44	\$ 4,354.00	-	\$	-
18	Permanent Grassing & Seeding	AC	1.00	\$ 2,072.54	\$ 2,072.54	-	\$	-
	Total Bid - Add Alternate #3			\$ 538,358.51			\$	
	Add Alternate Bid #4							
1	Bituminous Surface Course, SC-1, Type 8	Ton	3,200.00	\$ 109.50	\$ 350,400.00	3,089.05	\$ 338,250.98	3,089.05
2	6" Continuous Thermo Traffic Stripe	LF	18,250.00	\$ 1.50	\$ 27,375.00	18,250.00	\$ 27,375.00	18,250.00
	Total Bid - Add Alternate #4			\$ 377,775.00			\$ 365,625.98	\$ 365,625.98
	Add Alternate #5							
1	Bituminous Black Base, BB-1, Type 6	Ton	2,850.00	\$ 101.00	\$ 287,850.00	-	\$	-
2	Bituminous Surface Course, SC-1, Type 8	Ton	1,750.00	\$ 109.50	\$ 191,625.00	-	\$	-
3	6" Continuous Thermo Traffic Stripe	LF	11,170.00	\$ 1.50	\$ 16,755.00	-	\$	-
	Total Bid - Add Alternate #5			\$ 496,230.00			\$	
	Add Alternate #6							
1	Cold Milling of Asphalt Pavement, All Depths	SY	850.00	\$ 2.00	\$ 1,700.00	-	\$	-
2	Bituminous Surface Course, SC-1, Type 8	Ton	85.00	\$ 109.50	\$ 9,307.50	-	\$	-
3	Thermoplastic Legend White (12" Stop Bars)	LF	24.00	\$ 9.00	\$ 216.00	-	\$	-
	Total Bid - Add Alternate #6			\$ 11,223.50			\$	
	Subtotal			\$ 885,228.50			\$ 365,625.98	\$ 365,625.98

Client: City of Brandon, MS		Request for Payment #Three			Page Three		
Project: 2024 Street Improvements Program		For Period: April 25, 2024 to May 24, 2024					
Contractor: Adcamp, Inc., PO Box 54246, Jackson, MS 39288							
Item #	Description of Work	Contract			Work Completed		
		Unit	Quantity	Unit Price	Total	Previous Period	Current Period
						Quantity	Total Amount
	City of Brandon, MS 2024 Street Improvement Project						
1	CO# 1 Add Alternate #4						
2	Cold Milling of Asphalt Pavement, All Depths	SY	368.92	\$ 2.00	\$ 737.84	368.92	\$ 737.84
3	Excess Excavation, FM, AH	CY	74.00	\$ 25.00	\$ 1,850.00	74.00	\$ 1,850.00
4	Bituminous Black Base, BB-1, Type 6	Ton	185.53	\$ 125.00	\$ 23,191.25	185.53	\$ 23,191.25
5	Removal of Asphalt, All Depths	SY	337.16	\$ 15.00	\$ 5,057.40	337.16	\$ 5,057.40
6	Thermoplastic Legend, White, Blue or Yellow	SF	168.00	\$ 16.00	\$ 2,688.00	168.00	\$ 2,688.00
7	Thermoplastic Legend White (12" Stop Bars)	LF	87.00	\$ 9.00	\$ 783.00	87.00	\$ 783.00
	6" Continuous Thermo Traffic Stripe	LF	1,515.00	\$ 1.50	\$ 2,272.50	1,515.00	\$ 2,272.50
	Total CO 1.4 Add Alternate #4			\$	\$ 36,579.99	\$	\$ 36,579.99
Contact Total				\$	\$ 5,414,465.00	\$	\$ 654,540.88
							\$ 1,394,840.87



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: JUNE 17, 2024
SUBJECT: HIGHWAY 18 HIGHWAY 468 SEWER FORCE MAIN REPLACEMENT PROJECT
PAY REQUEST 1

Asking for your consideration to approve Pay Request 1 in the amount of \$268,705.60 from Eubank Construction Company for the Highway 18 Highway 468 Sewer Force Main Replacement Project and authorize payment of the same.

On February 20, 2024, the Board awarded the bid for this project to Eubank Construction Company, Inc. as the best and lowest bid received.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Eubank Construction Company – PR1

GL Code: 314-600-716

Funding: MDEQ MCWI Grant Program
MDEQ Agreement #: 58-2-CW-5.5

June 5, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
Hwy 18/468 Sewer Force Main Replacement Project
B-9693
Pay Request No. 1

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request No. 1 for construction services for the City of Brandon Hwy 18/468 Sewer Force Main Replacement Project for Eubank Construction Co., Inc. in the amount of \$268,705.60.

We have reviewed this Pay Request and recommend submittal to the Board for their approval.

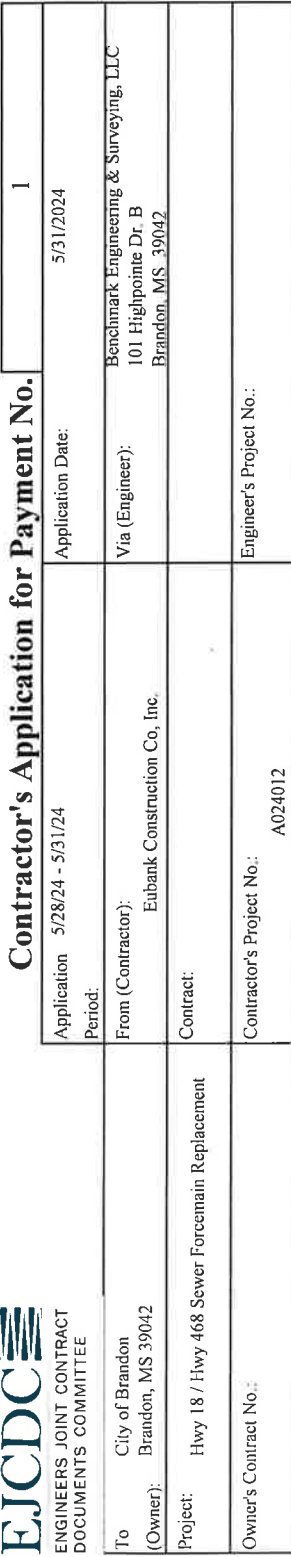
Should you have any questions or need additional information, please do not hesitate to contact our office at 601-627-7780.

Sincerely,



Matthew Miller, P.E., P.L.S.
Benchmark Engineering & Surveying, LLC

cc: File: B-9693



Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ \$1,140,083.00
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 ± 2)..... \$ \$1,140,083.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ \$282,848.00
			5. RETAINAGE:
			a. 5% X \$44,240.00 Work Completed..... \$ \$2,212.00
			b. 5% X \$238,608.00 Stored Material..... \$ \$11,930.40
			c. Total Retainage (Line 5a + Line 5b)..... \$ \$14,142.40
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$268,705.60
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$ \$268,705.60
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ \$871,377.40
			TOTALS
			NET CHANGE BY
			CHANGE ORDERS

Contractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.		By: Date: <u>5/31/24</u>
Payment of: \$ <u>\$268,705.60</u> (Line 8 or other - attach explanation of the other amount)	(Engineer) (Date)	
is recommended by:		
Payment of: \$ _____ (Line 8 or other - attach explanation of the other amount)	(Owner) (Date)	
is approved by:		
Approved by: _____ Funding Agency (if applicable) (Date)		

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Brandon - Hwy 18 - 468 Sewer Forcemain Replacement															1							
Application Period: May 28, 2024 - May 31, 2024															5/31/2024							
A		B			C		D		E		F		G		H		I					
Item		Contract Information			Previous Quantity Installed		Current Quantity		To Date Quantity		Previous Cost		Current Cost		Stored Materials		Total Cost to Date		Percent complete		Balance to Finish (B - G)	
Bid Item No.	Description	Contract Quantity	Units	Unit Price	Total Cost of Contract																	
1	Mobilization	1	LS	\$35,000.00	\$ 35,000.00			1	1					\$35,000.00			\$35,000.00	100.0%		\$ -		
2	Silt Fence	1850	LF	5.00	\$ 9,250.00			1348	1348					\$6,740.00			\$6,740.00	72.9%		\$ 2,510.00		
3	20" Wattles	160	LF	25.00	\$ 4,000.00			100	100					\$2,500.00			\$2,500.00	62.5%		\$ 1,500.00		
4	Excess Excavation, FM, AH	200	CY	6.00	\$ 1,200.00															\$ 1,200.00		
5	Select Bedding Material, FM, AH	200	CY	25.00	\$ 5,000.00															\$ 5,000.00		
6	Connection to Existing San. Sewer (Manhole)	3	EA	18,000.00	\$ 54,000.00															\$ 54,000.00		
7	12" SDR-18 Sanitary Sewer Force Main Pipe (Open Cut)	25	LF	350.00	\$ 8,750.00															\$ 8,750.00		
8	24" SDR-18 Sanitary Sewer Force Main Pipe (Open Cut)	1393	LF	281.00	\$ 391,433.00															\$ 391,433.00		
9	24" SDR-18 Sanitary Sewer Force Main Pipe (In Steel Casing)	430	LF	290.00	\$ 124,700.00															\$ 124,700.00		
10	36" Steel Casing (Bored)	430	LF	600.00	\$ 258,000.00															\$ 258,000.00		
11	Removal and Capping of Existing Sanitary Sewer Force Main	1	LS	34,000.00	\$ 34,000.00															\$ 34,000.00		
12	Ductile Iron Fittings	16500	LBS	12.00	\$ 198,000.00															\$ 198,000.00		
13	Permanent Seed and Mulch	1	AC	8,500.00	\$ 8,500.00															\$ 8,500.00		
14	Removal of Existing 18" DI FM Pipe (Includes any/all Fittings)	43	LF	150.00	\$ 6,450.00															\$ 6,450.00		
15	Removal of Existing 12" DI FM Pipe (Includes any/all Fittings)	12	LF	150.00	\$ 1,800.00															\$ 1,800.00		
															\$44,240.00	238,608.00	\$282,848.00	24.81%	\$ 857,235.00			
															\$1,140,083.00							

Stored Material Summary

Contractor's Application

For (Contract):											Brandon - Hwy 18 - 468 Sewer Forcemain Replacement											I										
Application Period:											May 28, 2024 - May 31, 2024																					
A		B		C		D		E		Subtotal Amount Completed and Stored to Date (D + E)		F		G																		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)																					
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)																						
8, 9				24" SDR-18 Sanitary Sewer Force Main Pipe (Open C	5/2024		\$238,608.00								\$238,608.00																	

Totals

\$238,608.00

\$238,608.00



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
6/3/2024	ECCI38829 - A024012...	69606	7/3/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Eubank Construction Company Inc. c/o Constellation Service Company 4119 SW Southgate Drive Topeka, KS 66609				Eubank Construction Company A024012004 - HWY 18 ForceMain Replacement Jonathan Parr - (601) 672-2489 HWY 18 and HWY 468 Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
A024012004...	1% 10 Net 30	CRP	5/30/2024	Eagle Truck	Jobsite	A024012004 - HWY 18 ForceMain Re...	
QTY	DESCRIPTION					UNIT	EXT
6	12in x 10ft length Sediment Log - Wood Fiber # 12X10SEDIMENTLOG					32.84	197.04
24	1in x 36in Wood Wattle Stake # WATTLESTAKE(EA)					0.88	21.12

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$218.16
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$218.16



450 Industrial Drive
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INVOICE

Date	Account #	Invoice #	Due Date
5/31/2024	ECCI38829 - A024012...	69587	6/30/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Eubank Construction Company Inc. c/o Constellation Service Company 4119 SW Southgate Drive Topeka, KS 66609				Eubank Construction Company A024012004 - HWY 18 ForceMain Replacement Jonathan Parr - (601) 672-2489 HWY 18 and HWY 468 Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
A024012004...	1% 10 Net 30	CRP	5/29/2024	Eagle Truck	Jobsite	A024012004 - HWY 18 ForceMain Re...	
QTY	DESCRIPTION					UNIT	EXT
4	12in x 10ft length Sediment Log - Wood Fiber # 12X10SEDIMENTLOG					32.84	131.36
16	1in x 36in Wood Wattle Stake # WATTLESTAKE(EA)					0.88	14.08

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$145.44
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$145.44



450 Industrial Drive
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control needs.

INVOICE

Date	Account #	Invoice #	Due Date
5/31/2024	ECCI38829 - A024012...	69560	6/30/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Eubank Construction Company Inc. c/o Constellation Service Company 4119 SW Southgate Drive Topeka, KS 66609				Eubank Construction Company A024012004 - HWY 18 ForceMain Replacement Jonathan Parr - (601) 672-2489 HWY 18 and HWY 468 Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
A024012004...	1% 10 Net 30	CRP	5/28/2024	Eagle Truck	Jobsite	A024012004 - HWY 18 ForceMain Re...	
QTY	DESCRIPTION					UNIT	EXT
2	Type II MDOT Silt Fence - 36in tall x 1,500ft length - 70 gram - Fabric Only # SF77 ---					400.00	800.00
310	5ft - Unpainted - Tee Post - No Kick Plate - .85lb # TEEPOST5.85 ---					3.69	1,143.90

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$1,943.90
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$1,943.90



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
5/31/2024	ECCI38829 - A024012...	69551	6/30/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Eubank Construction Company Inc. c/o Constellation Service Company 4119 SW Southgate Drive Topeka, KS 66609				Eubank Construction Company A024012004 - HWY 18 ForceMain Replacement Jonathan Parr - (601) 672-2489 HWY 18 and HWY 468 Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
A024012004...	1% 10 Net 30	CRP	4/16/2024	Best Way	Jobsite	A024012004 - HWY 18 ForceMain Re...	
QTY	DESCRIPTION					UNIT	EXT
1,800	24in C900 DR18 235psi Green Forcemain/Gravity Sewer Pipe (Gasket Joint) # DR18G24					132.56	238,608.00

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$238,608.00
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$238,608.00



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: JUNE 17, 2024
SUBJECT: LOUIS WILSON DRIVE BOX CULVERT RETAINING WALL REPAIRS PROJECT
AWARD QUOTE

Asking for your consideration to award the quote in the amount of \$15,250.00 to Sullivan Construction Services, LLC for the Louis Wilson Drive Box Culvert Retaining Wall Repairs Project as the best and lowest quote received.

A second quote for this project was received from Simmons Erosion Control in the amount of \$24,995.00

This project will allow for repairs to the existing box culvert and retaining wall along the ditch located on Louis Wilson Drive near East Sunset Drive.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Letter of Recommendation
- Quote Tab

June 11th, 2024

Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
Louis Wilson Dr. Box Culvert Retaining Wall Repairs
Benchmark # B-10486
Quote Results

Dear Mrs. Dearman:

The City of Brandon received two (2) competitive quotes for the above referenced project on May 31st, 2024. The two (2) quotes were as follows:

	Sullivan Construction Services	Simmons Erosion Control
Quote Totals	\$ 15,250.00	\$ 24,995.00

The apparent low quote for the project was submitted by Sullivan Construction Services, LLC. in the amount of \$15,250.00.

After reviewing and evaluating the quotes and supporting documents, we have found no irregularities within the low quote that should be of concern. After this review, it is our recommendation to award the project to Sullivan Construction Services, LLC.

We can begin preparing these contract documents for execution by the City of Brandon and the Contractor once this award is made. Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077 or 601-627-7780.

Sincerely,



Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

Cc: Matthew Miller, P.E., P.L.S., Benchmark
File: B-10486



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www.benchmarkms.net

CERTIFIED TABULATION OF QUOTES

PROJECT: Louis Wilson Dr. Box Culvert Retaining Wall Repairs
PROJECT NO.: B-10486
OWNER: City of Brandon
BID DATE: 5/30/2024

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	Sullivan Construction Services, LLC		Simmons Erosion Control, Inc.	
				UNIT PRICE	SUB-TOTAL	UNIT PRICE	SUB-TOTAL
1	MOBILIZATION	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00
3	REMOVAL OF 2' TALL TIMBER RETAINING WALL	20	LF	\$ 95.00	\$ 1,900.00	\$ 130.00	\$ 2,600.00
4	REMOVE AND RESET OBJECT MARKERS	2	EA	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00
5	REINFORCED CONCRETE WALL (PER PLANS)	20	LF	\$ 240.00	\$ 4,800.00	\$ 731.00	\$ 14,620.00
6	SOLID SODDING, MATCH EXISTING TYPE	150	SY	\$ 15.00	\$ 2,250.00	\$ 6.50	\$ 975.00
TOTALS					\$ 15,250.00		\$ 24,995.00
SUBMITTED BID AMOUNT					\$ 12,550.00		\$ 24,995.00
DIFFERENCE					\$ 2,700.00		\$ -

QUOTE RESULTS HAVE BEEN TABULATED ABOVE AND THE RESULTS ARE ACCURATE AND TRUE TO THE
BEST OF MY KNOWLEDGE.

SIGNED: Lon Burt
PRINT: Lon Burt, P.E.
DATE: 5/30/2024



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: JUNE 17, 2024
SUBJECT: MORROW ORR SEWER LINE REPAIR
EMERGENCY REPAIR

Asking for your consideration to declare an emergency the sewer line repair near the end of Morrow Street and Orr Drive and append the minutes of the June 3, 2024, meeting regarding invoice #H24023-07-52829 as part of item #7.4 to show the declaration of emergency.

Invoice #H24023-04-52829 in the amount of \$32,280.26 was originally approved by the Board on 6/3/2024 as part of item #7.4 on the agenda.

The sewer line repair at the end of Morrow Street and Orr Drive was an emergency due to the sewer line being broken and raw sewage flowing on the ground. A break in a sewer line is considered an emergency as it can pose a health risk to people and the environment.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hemphill invoice #H24023-04-52829

GL Code: 400-680-637

Funding: WSOM

Work Order 52221 – Force Main on Sunset Drive

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	14	HR	Superintendent	\$105.00	\$1,470.00
2	0	HR	Foreman	\$95.00	\$0.00
3	28	HR	Trackhoe & Operator (308)	\$115.00	\$3,220.00
3	28	HR	Trackhoe & Operator (320)	\$140.00	\$3,920.00
4	28	HR	Front End Loader & Operator	\$130.00	\$3,640.00
5	28	HR	Pipelayer	\$45.00	\$1,260.00
6	56	HR	Laborer	\$38.00	\$2,128.00
7	28	HR	Pickup Truck	\$22.00	\$616.00
8	28	HR	Flatbed Truck	\$19.00	\$532.00
9	28	HR	Small Incidental Tools	\$15.00	\$420.00
10	23	HR	Vacuum Excavator	\$80.00	\$1,840.00
11	1	LS	Eagle Pipe + 15%	\$13,234.26	\$13,234.26
TOTAL AMOUNT DUE					\$32,280.26



Work Order #: 52829

Work Order Date: 05/01/24

Work Type:

Status: Complete

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Sinkhole

Date Requested: 05/01/2024

Name: Oley Smith

Service Address or Request Location: end of Morrow Street & Orr Drive (on sewer main behind lift station)

Phone Number:

Email Address:

Reported By: Centerpoint Energy (to Oley)

Department: Sewer

Ward:

Nature of Request: sewer main collapse

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed:

Locate Number If Necessary:

Additional Information:

Concrete Repair Required/Details:

Sod/Yard Restoration Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

Total Cost: \$0.00

Signature:

Date:

EMERGENCY CERTIFICATION RE: MCA SECTION 31-7-13(k) (1972, as amended)

I, Carly Beth Dearman, the Public Works Operations Coordinator
for the City of Brandon, Mississippi, have determined that an emergency exists as described in
the memo attached hereto, with regard to the purchase of the commodities or repair contracts,
identified as follows:

Emergency sewer line repair near the intersection of Morrow Street and Orr Drive (behind
the lift station).

at the location/address identified in the memo attached hereto, so that the delay incident to
giving opportunity for competitive bidding would be detrimental to the interest of the
governing authority, and I hereby approve the bill presented therefore for such emergency
commodities and/or contract services provided, and I do hereby certify that the purchase of
such commodities was made from Hemphill Construction Company (or with
_____ from whom such an emergency repair contract was
made), as reflected in the bill(s)/invoice(s) attached hereto and request payment of the same
accordingly.

So certified, this the 28 day of May, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion control needs.

RECEIVED

APR 19 2024

RECEIVED

INVOICE

Date	Account #	Invoice #	Due Date
4/17/2024	H24023	69095	5/17/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073 H24023 - 040001-04				Hemphill Construction Company H24023 - February 2024 Brandon Kenneth - 601-559-5101 Directions below Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Ke...	1% 10 Net 30	NRP	4/17/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
	** 101 Orr Drive - Brandon MS ** ** Kenneth - 601-559-5101 ** —						
40	16in C900 DR18 235psi Green Forcemain/Gravity Sewer Pipe - Gasket Joint ** Note: Green in color ** # DR18G16 —					73.10	2,924.00
4	(D) 16in Wedge Action MJ Restraint for DI - Gland Only (Ebaa Iron) ** Note: Domestic item ** Weight = 60lbs # 111600 —					249.15	996.60
4	(I) 16in Wedge Action MJ Restraint for PVC - Gland Only (Star Pipe Products) Weight = 60lbs # PVC4016GN(I) —					327.30	1,309.20
8	(I) 16in MJ Bolt and Gasket Pack Weight = 13lbs # 16MJKIT(I) —					67.65	541.20
2	(I) 16in MJ DI Long Sleeve - AC/CL Weight = 170lbs # MJLSLA16(I) —					668.65	1,337.30

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$7,108.30
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$7,108.30



450 Industrial Drive
Jackson MS 39209

INVOICE

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control needs.

RECEIVED

APR 19 2024

RECEIVED

Date	Account #	Invoice #	Due Date
4/19/2024	H24023	69116	5/19/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:		
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073				Hemphill Construction Company H24023 - February 2024 Brandon Kenneth - 601-559-5101 Directions below Brandon, MS		
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT
H24023 / Ke...	1% 10 Net 30	NRP	4/18/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon
QTY	DESCRIPTION				UNIT	EXT
1	(I) 16in MJ DI Long Sleeve - AC/CL Weight = 170lbs # MJLSLA16(I)				668.65	668.65
2	(I) 16in Wedge Action MJ Restraint for PVC - Gland Only (Star Pipe Products) Weight = 60lbs # PVC4016GN(I)				327.30	654.60
2	(I) 16in MJ Bolt and Gasket Pack Weight = 13lbs # 16MJKIT(I)				67.65	135.30

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$1,458.55
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$1,458.55



450 Industrial Drive
Jackson MS 39209

INVOICE

Your single source for water, sewer, gas, drainage and erosion control needs.

RECEIVED

APR 26 2024

RECEIVED

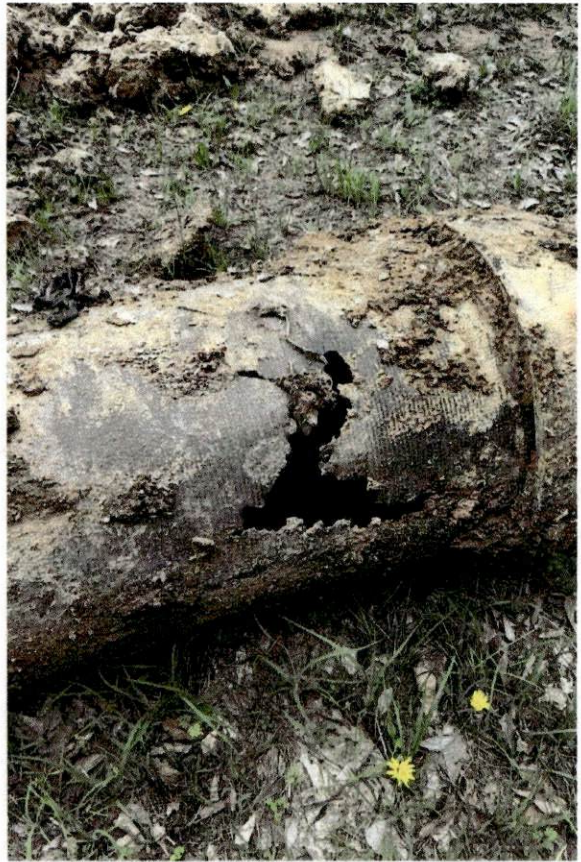
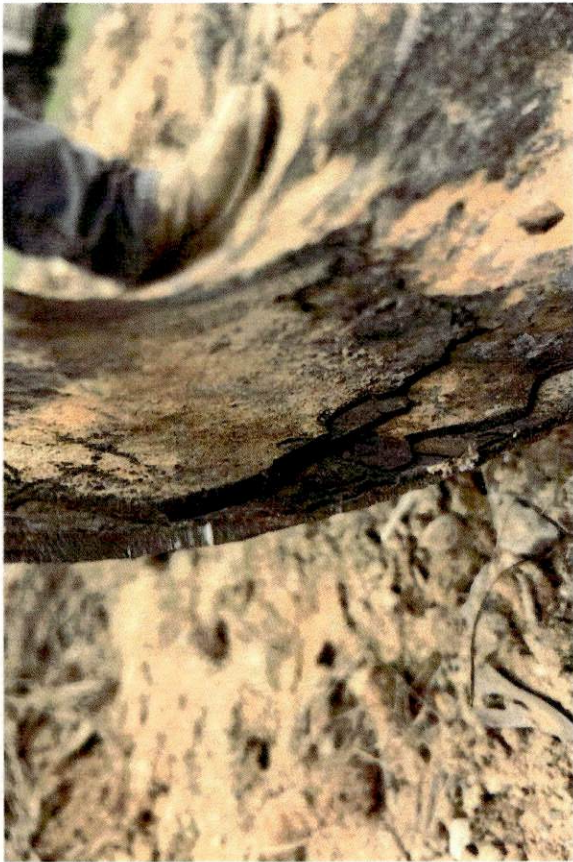
Account #	Invoice #	Due Date
H24023	69153	5/26/2024
FAX		PHONE
601-487-7474		601-487-7473

BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073				Hemphill Construction Company H24023 - February 2024 Brandon Kenneth - 601-559-5101 Directions below Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Ke...	1% 10 Net 30	NRP	4/22/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
	** Deliver to City of Brandon lay down yard ** ** First truck back on Tuesday 04-23-2024 ** —						
72	12in x 10ft length Sediment Log - Wood Fiber # 12X10SEDIMENTLOG —					35.85	2,581.20
300	1in x 36in Wood Wattle Stake # WATTLESTAKE(EA) —					1.20	360.00
H24023-090001-04 e							

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$2,941.20
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$2,941.20

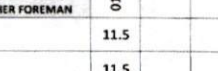










JOB NO: H24023				ACCIDENTS: ☐ YES ☒ NO ☐ NO	
PROJECT: Brandon Maintenance				INCIDENTS: ☐ YES ☒ NO ☐ NO	
DATE: 4/18/2024				SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: Thursday				REVIEWED: BK	

NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001										TOTAL	PENETROMETER
1 KENNETH MCCARDLE	2611	Foreman			11.5										11.5	1.11
2 JOSEPH WELBORN	1641	Pipelayer			11.5										11.5	READING
3 BARRET ABRAMS	2930	Trackhoe			11.5										11.5	SOIL TYPE
4 LADARIUS HENDERSON	3053	Labor			11.5										11.5	LOCATION
5 ZACHARY MACKE	3102	Labor			11.5										11.5	
6 Charles Shoulders	2865	Loader			11.5										11.5	1.11
7																READING
8																SOIL TYPE
																LOCATION

TEMP LABOR	EMPLOYER	POTENTIAL HIRE?	010001													
1																
2																
3																
4																

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001									TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	WEATHER	FAIR	CLOUDY	RAIN AMOUNT (IN)	TEMPERATURE	TIME WORKED	START	STOP								BEGIN	END	HRS
									1582	F250 Foreman Trk	11.5				11.5			
									1057	2 Ton Truck	11.5				11.5			
									12766	Level	11.5				11.5			
									13716	Pipe Saw	11.5				11.5			
									9494	Laser	11.5				11.5			
									5610	Conex Box	11.5				11.5			
									5212	20' Trailer	11.5				11.5			
									11619	Centrifugal Pump	11.5				11.5			
									11654	Diaphragm Pump	11.5				11.5			
									13816	Trench Box 8'	11.5				11.5			
									13819	Trench Box 16'	11.5				11.5			
									2397	308 Cat	0				0			
									2244	303.5 Cat	11.5				11.5			
									2408	926 Cat	11.5				11.5			
									8593	Pothole Machine	11.5							

JOB NO: H24023		ACCIDENTS: ☐ YES ☒ NO	
PROJECT: Brandon Maintenance		INCIDENTS: ☐ YES ☒ NO	
DATE: 4/19/2024		SUPERINTENDENT: Chad Phelps	
DAY OF WEEK: Friday		REVIEWED: BK	

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001	010001									TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	Foreman			5	5									10	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			5	5									10	READING
3	BARRET ABRAMS	2930	Trackhoe			5	5									10	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			5	5									10	LOCATION
5	ZACHARY MACKE	3102	Labor			5	5									10	
6	Charles Shoulders	2865	Loader			5	5									10	P.M.
7																	READING
8																	SOIL TYPE
																	LOCATION

TEMP LABOR	EMPLOYER	POTENTIAL HIRE?	010001	010001													
1																	
2																	
3																	

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001	010001									TOTAL	EQ CODEMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)				1582	F250 Foreman Trk	5	5									10			
WEATHER				1057	2 Ton Truck	5	5									10			
FAIR				12766	Level	5	5									10			
CLOUDY				13716	Pipe Saw	5	5									10			
RAIN AMOUNT (IN)				9494	Laser	5	5									10			
TEMPERATURE				5610	Conex Box	5	5									10			
TIME WORKED				5212	20' Trailer	5	5									10			
MORNING				11619	Centrifugal Pump	5	5									10			
AFTERNOON				11654	Diaphragm Pump	5	5									10			
NIGHT				13816	Trench Box 8'	5	5									10			
TOTAL HRS FOR DAY				13819	Trench Box 16'	5	5									10			
WORK COMPLETED				2397	308 Cat	0	5									5			
QUANTITY				2244	303.5 Cat	5	5									10			
UNITS				2408	926 Cat	5	5									10			
PHASE				8593	Pothole Machine	0	0									0			
				2376	Cat 323	5	0									5			

REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE																			
Finished dressing up area and put stone down on lay down area and roadway. Put out seed, fertilizer and hay out over grass areas. Installed waddles to prevent washing. Moved equipment around to other jobsites. Had to unload 8 joints of 24" RCP at 65 Glenway Place for job. Saw cut roadway where we have to replace storm drain pipe. Made sure everything was safed up for the weekend.																			

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST. ☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER	Kenneth McCardie FOREMAN
--	-----------------------------



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: SAM HAWKINS
DATE: 06/14/2024
SUBJECT: DEVELOPMENT REVIEWS

Consideration to approve the development review applications for the following projects.

1. Staff Report Brandon Heights - Development Review
2. Staff Report Home2Suites - Development Review
3. Staff Report Herrin Dental - Development Review

ATTACHMENTS:

1. 23-027 Staff Report Brandon Heights - Development Review
2. 24-016 Staff Report Herrin Dental - Development Review

Application # 23-027
Date Received: September 21, 2023
Subject Property: Parcel # H08Q000007 00020
Applicant: The Thrash Group



STAFF REPORT

CASE # 23-027

Subject Matter: Development Review Application

Subject Property: 11.11 Acres, Parcel No: H08Q000007 00020

Planning Commission: November 27, 2023

Public Hearing: December 18, 2023

Zoning District: PUD: Planned Unit Development

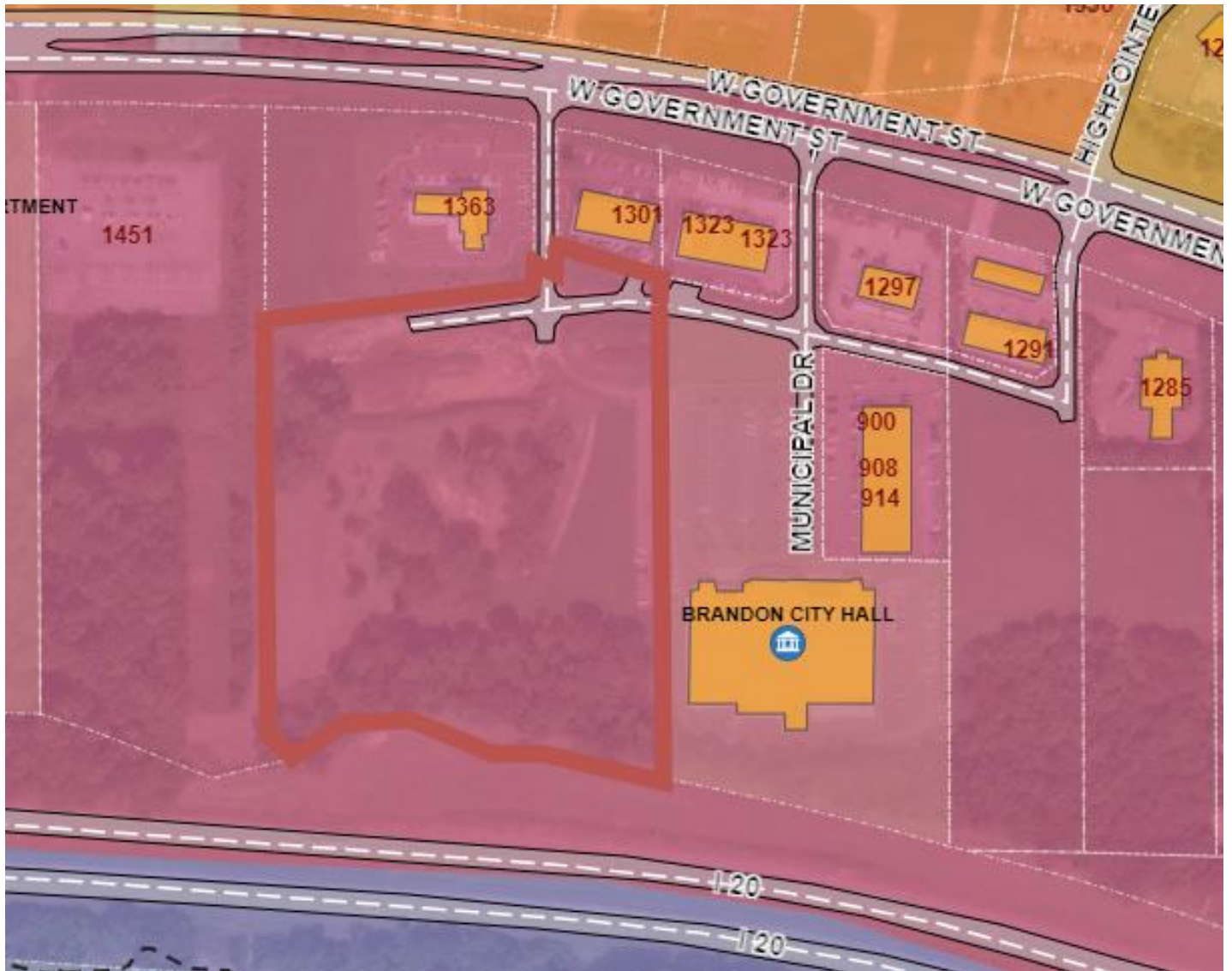
Ward: 4- Coker

Description:

Consideration of an application for development review for The Thrash Group to construct a mixed-use facility which meets all the requirements in The City of Brandon requirements for Planned Unit Development zoning district on 11.11 Acres (Parcel #H08Q000007 00020).

Application # 23-027
Date Received: September 21, 2023
Subject Property: Parcel # H08Q000007 00020
Applicant: The Thrash Group

See "Location and Zoning Map"



Application # 23-027
Date Received: September 21, 2023
Subject Property: Parcel # H08Q000007 00020
Applicant: The Thrash Group

3.8.3.1 Master plan required. The "PUD" district shall be established only upon application, after public hearing as specified in the amendatory procedures of this ordinance and shall require an approved master plan and project narrative which, when zoning is granted, will govern the development of the land and all development plans thereof.

3.8.3.2 Minimum planned unit development standards. The master plan must provide for and conform entirely to the following standards and requirements:

- a. In order to encourage ingenuity, imagination, and high-quality design, regulations on residential areas will not specify minimum lot area per dwelling unit but will limit density in residential areas to five families per acre in single-family dwelling or 20 families per acre in multi-family dwellings. This will allow clustering of dwellings to provide maximum open space.
- b. Street widths and improvements thereof, as well as off street parking facilities must conform to city standards or in lieu of such standard, to the standard approved in the master plan. While alternate widths may be proposed, in no case shall street construction standards be varied.
- c. Provisions for water supply, sanitary sewers, stormwater drainage, and connections shall be made according to requirements of the City of Brandon and the State of Mississippi.
- d. All improvements are to be installed and maintained by the developer unless other arrangements are approved by the governing authority.
- e. Other special improvements may be required if they are deemed reasonable and essential.
- f. A minimum total area of ten percent of the gross residential area shall be set aside as parks and playgrounds. Of this ten percent, a maximum of one-half may be covered with water. A maximum of five percent of the area designated to be parks and playgrounds may be covered with structures to be used in the recreational use of the area. Parks and playgrounds must be suitably improved for its intended use but parks and playgrounds containing natural features clearly worthy of preservation may be left unimproved.
- g. The developer shall also submit sketches of the plan for the entire project showing the relationship of uses, street patterns, open space and the general character of the proposed development.

Staff Recommendation: The staff recommends approval of the proposed development to move forward and complete the plans as directed by the Architectural Review Board.

If the Mayor and Board of Aldermen approve the request, the applicant will obtain a permit and pay any associated permit and license fees prior to commencing work.

Notice Filed in Paper: N/A

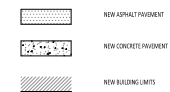
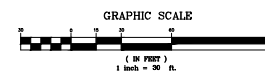
Report Prepared By: Sam Hawkins, Community Development Director

Exhibits:

- A) Location and Zoning Map
- B) Development Review Application
- C) Supplemental Documentation

- SITE PLAN NOTES:**
- ◇ ALL DIMENSIONS SHALL BE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - ◇ ALL CURBS SHALL BE CONCRETE CURB AND GUTTER UNLESS NOTED OTHERWISE. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
 - ◇ IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE A SMOOTH TRANSITION BETWEEN EXISTING AND PROPOSED PAVING AREAS.
 - ◇ HANDICAP PARKING AND ACCESS RAMPWAYS SHALL MEET CITY OF BRANDON AND CURRENT ADA STANDARDS.
 - ◇ SIDEWALKS WITH VARIETIES CONTROL CURBS SHALL BE PLACED EVERY 5' O.C. MIN. AND CONSTRUCTION DETAILS SHALL BE PLACED EVERY 10' O.C. MIN. REFERENCE SIDEWALK DETAIL PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - ◇ PARKING LOT STRIPES SHALL BE 4" WIDE WHITE BACKGROUND PAINT MEETING SPECIFICATION TP-1. USCA. HANDICAP PARKING STRIPES SHALL MEET CITY OF BRANDON AND ADA CODE REQUIREMENTS. ALL PAVEMENT MARKINGS AND STRIPES SHALL BE PAINTED USING 2 COATS OF PAINT.
 - ◇ ALL PAINTED PAVEMENT MARKINGS SUCH AS DIRECTIONAL ARROWS AND LETTERING SHALL BE PAINTED USING THERMOPLASTIC.
 - ◇ CONTRACTOR SHALL COMPLY TO ALL APPLICABLE LOCAL AND STATE CODES.
 - ◇ CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER TO EXISTING. MATCH THE EXISTING CURB AND GUTTER SIZE AND TYPE AT THE IN.
 - ◇ ISOLATION JOINT TYPICAL AT PAVED STRUCTURES (BUILDING, RETAINING WALLS, DRAINAGE STRUCTURES, MANHOLES, LIGHT POLE BASES, BOLLARDS, ETC.). SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
 - ◇ SEE DETAIL SHEET FOR CONCRETE JOINT REQUIREMENTS.
 - ◇ CONCRETE LANDING AREAS SHALL BE CONSTRUCTED WITH A 12" THICK EDGE ON ALL SIDES.
 - ◇ ALL SIGNAGE AND PAVEMENT MARKINGS SHALL MEET CITY OF BRANDON STANDARDS.
 - ◇ CONTRACTOR SHALL TRANSITION CURB FROM PAVEMENT TO PAVEMENT TO 4" OVER 5'.
 - ◇ TRAFFIC SIGN NUMBERS REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

SITE PLAN LEGEND:

SITE PLAN
SCALE: 1"=30'-0"



THRASH
GROUP

DALE
PARTNERS
ARCHITECTS



THRASH
GROUP

existing City Hall and
event center

DALE
PARTNERS
ARCHITECTS



THRASH
GROUP

DALE
PARTNERS
ARCHITECTS



THRASH
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DALE
PARTNERS
ARCHITECTS





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ARCHITECTS



THRASH
GROUP

DALE
PARTNERS
ARCHITECTS



COMMUNITY DEVELOPMENT

Development Review
Application

RECEIVED
CITY OF BRANDON, MS

JUN 13 2024

COMMUNITY
DEVELOPMENT

CASE NUMBER

The Heights at Brandon		W. govt St	
Project Name or Description		Project Address	
Development Review H8Q-7-20		8.32 acres	
Application Type		Parcel Number	Size of Subject Property in Acres
CC w/ PUD overlay		Vacant	hotel/multifamily
Current Zoning Classification		Current Use of Property	Proposed Use of Property Commercial
Brief Description of Proposed Development 88 Room boutique hotel, 95 loft style residential units, commercial retail, restaurant buildings w/ central amenity courtyard			
City of Brandon		City of Brandon	
Water Service		Sewer Service	Electric Service
Neil Polen - Dale Partners Architects -		Neil Polen	
Applicant		Contact Name	
#1 Jackson Pl. 188 E Capital St # 250		601 352 5411	
Address		Telephone	
Jackson	MS 3920	neilpolen@dalepartners.com	
City	State	Zip Code	Email
Joe Thrash - The Thrash Group		Joe Thrash	
Owner (if different from applicant)		Contact Name	
19 Woodstone Plaza		601 271 2290	
Address		Telephone	
Hattiesburg	MS 39402	stephen@thetrashgroup.com	
City	State	Zip Code	Email

STAFF ONLY

Accepted By	Project Coordinator	iWorQ Reference Number	Review Fees
Board Review Date	Board Action		

Permit Holder's Signature: _____

Date: _____

permitting@brandonms.org

Save

Print

Submit via Email

Application # 24-016
Date Received: June 12, 2024
Subject Property: Parcel # H8Q-11
Applicant: LNT Holdings, LLC



STAFF REPORT

CASE # 24-016

<u>Subject Matter:</u>	Development Review Application
<u>Subject Property:</u>	1250 W. Government Street, Parcel No: H8Q-11
<u>Planning Commission:</u>	N/A
<u>Public Hearing:</u>	N/A
<u>Zoning District:</u>	CC: Community Center
<u>Ward:</u>	5 - Middleton

Description:

Consideration of an application for development review for LNT Holdings, LLC to construct a dental office which meets all the requirements in The City of Brandon requirements for Community Center zoning district on Parcel #H8q-11.

Application # 24-016
Date Received: June 12, 2024
Subject Property: Parcel # H8Q-11
Applicant: LNT Holdings, LLC

See "Location and Zoning Map"



Application # 24-016
Date Received: June 12, 2024
Subject Property: Parcel # H8Q-11
Applicant: LNT Holdings, LLC

4.4.7.2. Medical office.

i. Definition: A facility other than a hospital where medical, dental, mental health, surgical, and/or other personal health care services are provided on an outpatient basis. Includes medical offices (for example offices for chiropractors, dentists, medical doctors, optometrists, prescription opticians, psychologists, etc.), outpatient facilities which may include surgery, urgent care facilities, dental laboratories, and medical laboratories.

ii. Districts permitted: NC, CC, RC, I-1, I-2, ORC, VMU, PUD, TND.

iii. Parking: One space per 200 square feet of floor area.

iv. Loading: None.

v. Additional standards: None.

Staff Recommendation: The staff recommends approval of the proposed development to move forward and complete the plans as directed by the Architectural Review Board. This recommendation is contingent upon the applicant provide the City of Brandon with an easement to provide sewer service.

If the Mayor and Board of Aldermen approve the request, the applicant will obtain a permit and pay any associated permit and license fees prior to commencing work.

Notice Filed in Paper: N/A

Report Prepared By: Sam Hawkins, Community Development Director

Exhibits:

- A) Location and Zoning Map
- B) Development Review Application
- C) Supplemental Documentation



COMMUNITY DEVELOPMENT

Development Review
Application

RECEIVED
CITY OF BRANDON, MS

JUN 12 2024

COMMUNITY
DEVELOPMENT

DATE RECEIVED

24-016

CASE NUMBER

Herrin Dental Clinic		1250 W. Government Street	
Project Name or Description		Project Address	
Commercial Site Plan	H8Q-11	2.05 acres	
Application Type	Parcel Number	Size of Subject Property in Acres	
CC: Community Center	Vacant	Dental Clinic	
Current Zoning Classification	Current Use of Property	Proposed Use of Property	
Brief Description of Proposed Development			
The proposed use of the property will be a dental clinic office that is approximately 4,295 SF with a parking lot containing 28 parking stalls.			
City of Brandon	City of Brandon	Entergy Mississippi, Inc.	
Water Service	Sewer Service	Electric Service	
LNT Holdings, LLC		Will Herrin	
Applicant		Contact Name	
730 Inheritance Place		601-270-8700	
Address		Telephone	
Flowood	MS	39232	wherrin@priorityonebank.com
City	State	Zip Code	Email
Same			
Owner (if different from applicant)		Contact Name	
Address		Telephone	
City	State	Zip Code	Email

STAFF ONLY

Accepted By	Project Coordinator	iWorQ Reference Number	Review Fees
Board Review Date	Board Action		

Permit Holder's Signature:

Date: 06/12/2024

permitting@brandonms.org

BENCHMARK
ENGINEERING & SURVEYING, LLC

101 Highpointe Court, Suite B
Brandon, Mississippi 39042
601-591-1077
www.benchmarkeng.com

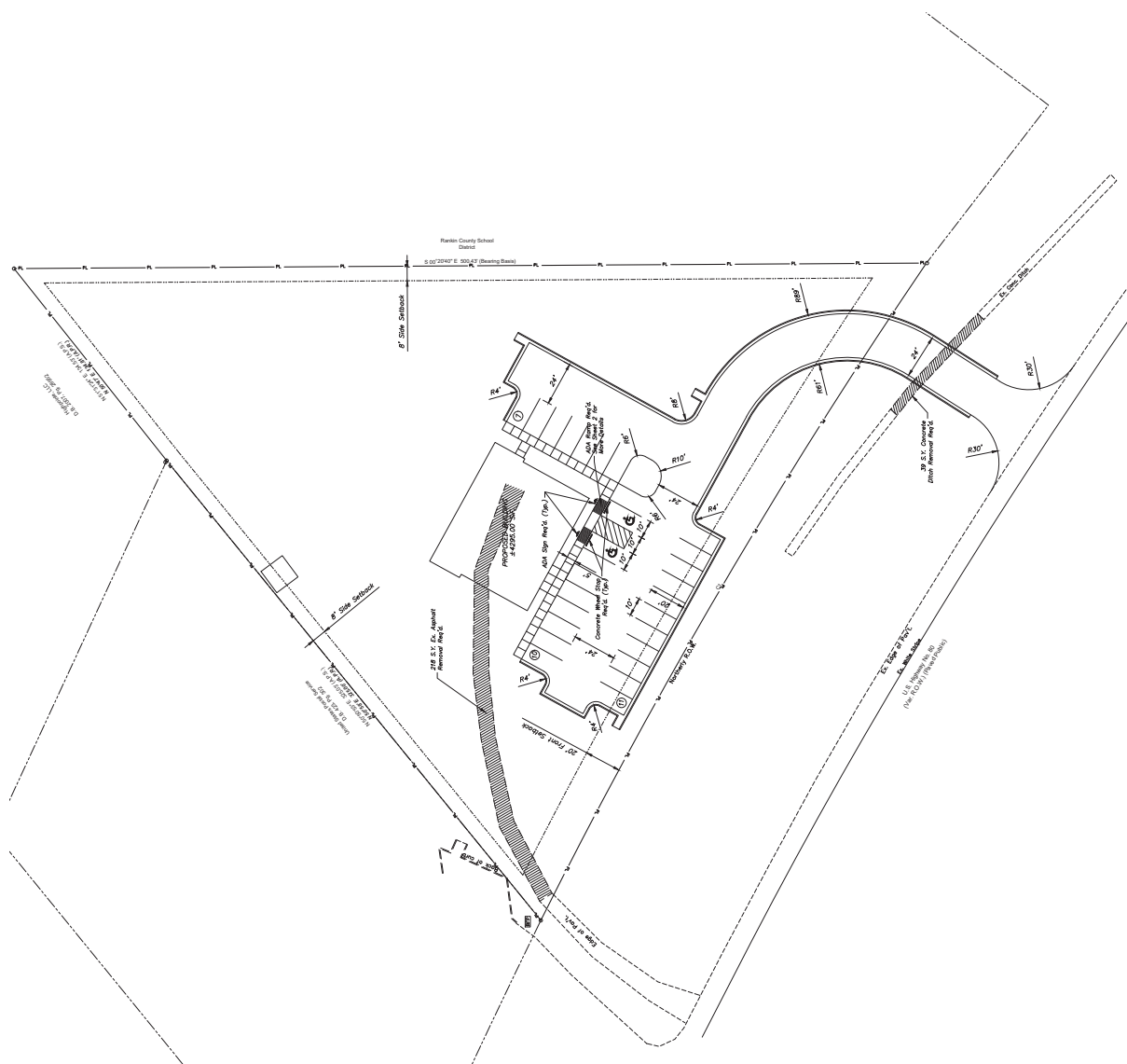
888 Katherine Drive, Suite 302
Floreswood, Mississippi 39332
601-827-7780

DATE: 7/3/23	DRAWN: ST	CHECKED: CBA	SCALE: 1"=30'	REF C/L:	EG SURFACE:	EG SURFACE:
REVISIONS:						

PROJECT LOCATION: HIGHWAY 80 BRANDON, MS 39042	CLIENT: LNT HOLDINGS, LLC. 730 INHERITANCE PLACE, FLOWOOD, MS 39211
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	ENTAL CLINIC

PROJECT: HERRIN D	SHEET CONTENTS: SITE PLAN
SHEET NUMBER 4 of 10	PROJECT NUMBER B-9470

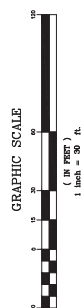


LEGEND

	LIGHT DUTY PAVEMENT
	CONCRETE SIDEWALK

PROJECT SITE INFORMATION

TOTAL ACREAGE: 2.02 AC
TOWNSHIP: CO. COMMUNITY CENTER
REMARKS:
FRONT - 20'
SIDE - 8'
REAR - 20'
POSSIBLE BUILDING:
BUILDING - 0.10 AC (2,500.00 S.F.), 3X
CONCRETE PAVING IDEALLY - 0.47 AC (10,400.00 S.F.), 23X
GREEN PRESH LANDSCAPE - 1.46 AC (31,760.00 S.F.), 12X
GRASS PROVIDED: 28 PARKING STALLS, INCLUDING 2 ADA STALLS

[illegible]



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 06/17/2024
SUBJECT: TO RECONSIDER THE BOARD VOTE TAKEN AT THE MEETING

To reconsider the Board vote taken at the meeting on June 3, 2024, in which the Board of Aldermen denied the rezoning request for Jett Investments, LLC and S&S Builders of MS, Inc. regarding property located on Old Hwy 471 - 13.8 acres (parcel #19E-2).

ATTACHMENTS:

1. Jett Investments LLC rezoning request Old Hwy. 471.6.17.24

**ORDINANCE OF THE CITY OF BRANDON, MISSISSIPPI RE-ZONING DESCRIBED
PROPERTY FROM NC (NEIGHBORHOOD CENTER)
TO R-8 (SUBURBAN MEDIUM DENSITY NEIGHBORHOOD)**

WHEREAS, on June 3, 2024, the Mayor and Board of Aldermen of the City of Brandon, Mississippi, held a public hearing as described in the proof of publication of the Notice of Hearing which is appended to the Minutes, in connection with the application of Jett Investments, LLC and S&S Builders of MS, Inc., to rezone that certain property consisting of a 13.8+/- acre tract described in Exhibit "A" attached hereto and designated as Tax Parcel #I09E000002 00000, ("Subject Property") from NC (Neighborhood Center) to R-8 (Suburban Medium Density Neighborhood), and on said date in considering the application, the Board of Aldermen voted to deny the same and thereafter on June 17, 2024 during a Regular Meeting of the Mayor and Board of Aldermen, Alderman _____ made the motion to reconsider the vote whereby the application was denied, which was seconded by Alderman _____, and upon the following vote the motion carried, to-wit: _____; and

WHEREAS, the Mayor and Board of Aldermen do hereby find that notice of said public re-zoning hearing was given as required by law and having considered the application and based upon the evidence and testimony received in connection with the proposed re-zoning of the Subject Property and upon the recommendation of the City of Brandon Planning Commission and the City's Community Development Department, and input from citizens and others, the City of Brandon finds that the zoning classification for the Subject Property should be amended as set forth in the application, first finding, based on the Staff Report #23-028 presented by the Community Development Department and related evidence submitted which is included in the record of these proceedings, that the applicant has shown by the requisite burden of proof that proposed re-zoning change of the Subject Property is necessary because of changing conditions in the City and will more suitably promote the public health, safety and welfare than the exiting district which the amendment would replace and a public need for the re-zoning exists, and such change is consistent with the City's Comprehensive Plan and upon the condition that development of the Subject Property shall be in accordance with all applicable ordinances and rules and regulations of the City and such other requirements of the City as reasonably related, required and necessary for the orderly and proper development property in the City and to protect the health, safety and welfare of the citizenry; and

WHEREAS, consistent with the findings herein the Subject Property should be re-zoned from NC (Neighborhood Center) to R-8 (Suburban Medium Density Neighborhood) and the official zoning map of the City of Brandon should be amended to reflect said amendment.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Brandon, Mississippi:

Section 1. That the Subject Property should be and the same is hereby re-zoned and classified by the City of Brandon, Mississippi as R-8 (Suburban Medium Density Neighborhood).

Section 2. That the official zoning map of the City of Brandon, Mississippi should be and the same is hereby altered and amended to reflect the re-zoning classification set forth herein-above with respect to the Subject Property, and the City Clerk and/or her designee is hereby authorized to take all actions necessary to reflect said re-zoning classification of the

Subject Property as set forth herein-above on the official zoning map of the City of Brandon, Mississippi.

Section 3. That any development of the Subject Property shall be in accordance with all applicable ordinances and rules and regulations of the City and such other requirements of the City as reasonably related, required and necessary for the orderly and proper development property in the City and to protect the health, safety and welfare of the citizenry.

Section 4. That upon unanimous vote of the members of the Board of Aldermen, this Ordinance shall go into effect immediately in order to insure the efficient and orderly and timely development of the Subject Property. However, in the event the vote of the Board of Aldermen is less than unanimous, that this Ordinance shall go into effect thirty (30) days after the adoption hereof.

Section 5. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Sharon Womack, Alderman at Large	_____
Jarrad Craine, Alderman Ward 1	_____
Cris Vinson, Alderman Ward 2	_____
Harry Williams, Alderman Ward 3	_____
Lu Coker, Alderman Ward 4	_____
Dwight Middleton, Alderman Ward 5	_____
David Farris, Alderman Ward 6	_____

The Mayor thereby declared the motion carried and the Ordinance adopted and approved on this the _____ day of _____ 2024.

BUTCH LEE, MAYOR

ATTEST:

MARY ANN HESS, CITY CLERK

MAYOR
Butch Lee



CHIEF OF POLICE
Joseph French

To: The Mayor Butch Lee and The Board of Aldermen

Date: June 11, 2024

From: Joseph French, Chief of Police

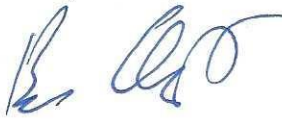
Ref: **Position transfer/Pay adjustment**

The Mayor Lee and The Board of Aldermen

I respectfully request your permission to transfer Jesse Beeman from a Communications Officer to a Patrolman Trainee and adjust his rate of pay to \$38,000.00.

Please make effective June 24, 2024.

Thank you for your consideration,

 for Joseph French

Joseph French
Chief of Police



POLICE DEPARTMENT

MAYOR
Butch Lee



CHIEF OF POLICE
Joseph French

To: Honorable Mayor Butch Lee and Board of Aldermen

From: Joseph French, Chief of Police

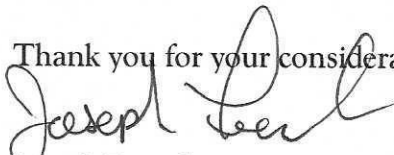
Date: June 17, 2024

RE: REQUEST PERMISSION TO ACCEPT DRUG SEIZURE FUNDS IN THE
AMOUNT OF \$8,341.10 FROM THE MISSISSIPPI BUREAU OF NARCOTICS

Request permission to accept a check in the amount of eight thousand three hundred forty-one dollars and ten cents (\$8341.10) from the Mississippi Bureau of Narcotics and deposit this into the drug seizure fund.

This is a percentage of forfeited drug seizure funds given to Brandon Police Department for assisting MBN with a drug investigation.

Thank you for your consideration.



Joseph French
Chief of Police



POLICE DEPARTMENT



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS
SEAN J. TINDELL, COMMISSIONER

Date: March 25, 2024

To: DPS Fiscal Division

From: Morton W. Smith *MSD*
General Counsel

Re: Disbursement of \$84,411.00
Afrika Roshawn Seals/B6-006-4-2023
Case Agent: Jonathan Bonner

In this case a forfeiture of \$84,411.00 was entered upon a Default Judgment. Please issue the checks for the amounts as listed below from Regions Bank (0464):

1. MBN (50% + \$155.00 filing fee + \$45.00 service fee) \$42,405.50 credit to acct.
2. East MS Drug Task Force (40% - \$77.50 filing fee - \$22.50 service fee) \$33,664.40 to issue
3. Brandon Police Department (10% - \$77.50 filing fee - \$22.50 service fee) \$8,341.10 to issue

Please forward the checks to me for delivery to the appropriate persons/entities.

IN THE COUNTY COURT OF LAUDERDALE COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, EX REL.
MISSISSIPPI BUREAU OF NARCOTICS

FILED

PLAINTIFF

VS.

FEB 21 2024

NO. CA23-0834(Y)

DONNA JILL JOHNSON
CIRCUIT CLERK

EIGHTY-FOUR THOUSAND FOUR HUNDRED
ELEVEN DOLLARS IN U.S. CURRENCY (\$84,411.00);
ONE 12 GAUGE SHOTGUN W/MAGAZINE; ONE
2021 DODGE CHALLENGER SCAT PACK VIN
2C3CDZFJ6MH502619

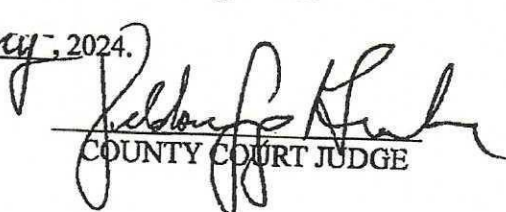
DEFENDANT

DEFAULT JUDGMENT

This action came on for hearing on the motion of Plaintiff for a default judgment pursuant to Rule 55(b), Mississippi Rules of Civil Procedure, and the owner and/or person in possession of the property at the time of its seizure, Afrika Roshawn Seals, having been duly served with a summons and Complaint for Forfeiture, and not being an infant or unrepresented incompetent person, and having failed to plead or otherwise defend, the default having been duly entered and the aforesaid person having taken no proceedings since such default was entered;

IT IS, THEREFORE, ORDERED AND ADJUDGED that Eighty-Four Thousand Four Hundred Eleven Dollars in U.S. Currency (\$84,411.00) and One 12 Gauge Shotgun w/magazine is hereby forfeited to the Mississippi Bureau of Narcotics to be distributed according to law.

SO ORDERED on this 21st day of February, 2024.


COUNTY COURT JUDGE

Prepared By:

Morton W. Smith (MSB#101646)
Mississippi Department of Public Safety
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, MS 39272
O: (601)371-3639
mosmith@dps.ms.gov

Brandon Police Department

Printed by: JF1288 - FRENCH, JOSEPH

Incident Report

Administration Information

Report Number:

Report Date: / / Time:

Address: Apt:

Report Officer 1 -

Report Officer 2 -

Investigator 1 -

Investigator 2 -

Assigned By:

UCR Status:

Case Status:

Report Type:

District/Zone:

Assign Date: / /

Assign Date:

Assign Date:

Review Date:

Assign Date:

Review Date:

Review Date:

Status Date: / /

Status Date: / /

Primary Offense

Offense Type: ☐ Attempted ☒ Completed

Address:

City: State: Zip: -

District/Zone: Location Type:

Begin Date: / / Time:

End Date: / / Time:

Lighting: Weather: Gang Activity:

Bias Motive: Premises Enter: ☐ Force Used ☐ Home Inv

Point Entry: Point Exit: Means Entry:

Tools Used: Entry Dir: Exit Dir:

☐ Consumed Alcohol ☐ Photo/Video ☐ Used Computer Equipment ☐ Used Drugs ☐ Prints Lifted

Weapons:

Comments:

☐ B-Buying Receiving
☐ C-Cultivation/Manufacturing/Publishing
☐ D-Distributing/Selling
☐ E-Exploiting Children
☐ O-Operating/Promoting/Assisting
☐ P-Possessing/Concealing
☐ T-Transporting/Transmitting/Importing
☐ U-Using/Consuming
☐ I-Pos With Intent To Sell
☐ X-Other

Report approved by Joseph French on 09/08/2023

Brandon Police Department

Printed by: JF1288 - FRENCH, JOSEPH

23-00003948

Person Information

☐ Victim ☐ Complainant ☒ Suspect ☐ Arrestee ☐ Witness ☐ Prop/Veh Owner ☐ Business
☐ Financial ☐ Government ☐ Religious ☐ Society ☐ Other/Unknown ☐ Custodian ☐ -

Name, Last: **SEALS** Name, First: **AFRIKA** MNI #- **23** **00004123**

Middle Name: ROSHAWN Suffix:

Social Security:

4	2	5
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4	5
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6	4	3	9
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Date of Birth: 08 / 24 / 1982 Report Age: 041

Age From: 041 to: 041 Sex: M Race: B Ethnicity: N

Height/From: to: Weight/From: to: Resident Status:

Eye Color: BRO Hair Color: BLK Birth Place (City): State:

Address: 04201 58TH PL Apt:

Phone: (000) 000 - 0000 Hours There/From: to:

City: MERIDIAN State: M S Zip Code: -

Driver License: 800076251 State:

M	S
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 Exp Year:

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☐ Juvenile

Comments:

Employer Information

Employer's Name:

Address: Apt:

City: State: Zip Code: -

Phone: () - Hours From: Hours To:

Start Date:

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Alias Information

Name: Date of Birth: / /

Social Security:

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Name: Date of Birth: / /

Social Security:

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Name: Date of Birth: / /

Social Security:

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Brandon Police Department

Printed by: JF1288 - FRENCH, JOSEPH

23 - 00003948

Person Information

- ☒ Victim ☐ Complainant ☐ Suspect ☐ Arrestee ☐ Witness ☐ Prop/Veh Owner ☐ Business
☐ Financial ☐ Government ☐ Religious ☒ Society ☐ Other/Unknown ☐ Custodian ☐ -

Name, Last: STATE OF MISSISSIPPI Name, First: MNI #- 23 79:79 7 9 7 9

Middle Name: Suffix:

Social Security:

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Date of Birth:

 /

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 Report Age:

Age From: to: Sex: Race: Ethnicity:

Height/From: to: Weight/From: to:

Eye Color: Hair Color: Birth Place (City): State:

Address: Apt:

Phone: () - Hours There/From: to:

City: State: Zip Code: -

Driver License: State: Exp Year: Juvenile ☐

Comments:

Employer Information

Employer's Name:

Address: Apt:

City: State: Zip Code: -

Phone: () Hours From: Hours To:

Start Date:

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Alias Information

Name: STATE OF MISSISSIPPI Date of Birth: / /

Social Security:

0	0	0
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0	0
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0	0	0	0
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Name: STATE OF MISSISSIPPI MS Date of Birth: / /

Social Security:

0	0	0
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0	0
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0	0	0	0
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Name: Date of Birth: / /

Social Security:

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Narrative

Drug investigation results in subsequent arrest.

On September 7, 2023, I, Lt. French, was assisting members of the Drug Enforcement Administration (DEA) and Mississippi Bureau of Narcotics (MBN) with search warrant operations in Meridian, MS. During a briefing I was assigned to assist the search team at 4201 58th Place, Meridian, MS resided by Afrika Seals, whom I was advised was a leader of a drug trafficking organization (DTO). After the briefing was concluded the team traveled to the residence and conducted the search warrant.

Once the house was secured and the occupants were detained, I was asked to bring my narcotics detection canine (K9 Hassan) into the house to conduct a search of the house. I walked K9 Hassan into the house through the front door and placed him in a down position and gave him the command to search. K9 Hassan began working the living room where I noticed a money counter and a large amount of United States currency on the coffee table. K9 Hassan continued to work the house and when we arrived at the kitchen K9 Hassan alerted to the area between the refrigerator and the counter. I pulled K9 Hassan away from the area and he returned and alerted on his own. K9 Hassan was pulled away from the area and completed the search of the interior of the residence. I placed K9 Hassan back in my vehicle and the team began searching the interior of the residence.

I searched the kitchen and looked in the refrigerator and the cabinets near where Hassan alerted to. I noticed above the refrigerator were cabinets, but the cabinets ended next to the refrigerator. I noticed the area above the refrigerator was attached to the cabinets but there were no cabinet doors, and the area was completely enclosed. I looked at the end of the cabinet area and noticed three black wood screws which had scratches and tooling on the end of the screws. I noticed the other side of the kitchen cabinets did not contain wood screws but rather had nails. I then knew the area above the refrigerator could possibly be used to hide drugs and currency. I unscrewed the screws and when I removed the piece of wood on the end of the cabinets, I observed three brick type objects wrapped in plastic which from my training and experience I knew were kilogram size bricks of a controlled substance.

I notified the evidence technician of the packages, and they were photographed and removed by the evidence tech.

I continued my search and in the kitchen cabinets to the right of the kitchen sink I observed several pieces of Pyrex measuring cups and dishes containing what is believed to be cocaine residue. Through my training and experience I noticed that these dishes were used to cook and make crack cocaine. In a cabinet to the right of the stove on the top shelf were numerous boxes of sandwich bags and baking soda along with two sets of scales. I again notified the evidence tech of the evidence, and it was photographed and collected.

All of the items which were found in the kitchen were indicative to drug trafficking of cocaine and crack cocaine.

There is no further information at the time of this report.

Brandon Police Department

Relationship

Victim / Offender Relationship:

[illegible]

Victim / Offense Relationship:

[illegible]

Suspect / Offense Relationship:

[illegible]

MAYOR
Butch Lee



CHIEF OF POLICE
Joseph French

To: The Mayor Butch Lee and The Board of Aldermen

Date: June 6, 2024

From: Joseph French, Chief of Police

Ref: **Permission to Hire**

The Mayor Lee and The Board of Aldermen,

I respectfully request your permission to hire Ellen Farr as a Deputy Court Clerk for the City of Brandon Police Department and accept her annual salary in the amount of \$38,000.00.

Please make effective June 24, 2024.

Thank you for your consideration,

Joseph French
Chief of Police



POLICE DEPARTMENT

DEPUTY COURT CLERK Candidate

Ellen Farr

Status: New Application

H: (601) 214-2185 C: (601) 214-2185 E: Ellencfarr@gmail.com
304 Glen Mdw, Brandon, MS 39047-7129

Information

Preferred First Name	First Name	Middle Name
--	Ellen	Claire
Do you give us permission to text you?	Has Applied Before?	Source
Yes	No	Paylocity
	Referrer Domain	Date of Birth
	--	10/27/1995
How did you hear about us?	Referred By	Has Worked Here Before?
Friend or Family Member	--	No
Prior Convictions- Felony	Work Authorization	Prior Convictions- Misdemeanor
No	Yes	No

Work History

Company Name	Position	Company Website
Jackson Dental Clinic	Dental Assistant	--
Company Phone Number	Company Address	Start & End Date
(601) 981-1000	345 N Mart Plz, Jackson, MS, 39206-5316	August 2023
		Starting & Ending Salaries
		\$21,000 - \$22,000
Currently Working Here	May We Contact for Reference?	Supervisor Name
Yes	No	--
Supervisor Position	Supervisor Phone Number	Supervisor Email Address
--	--	--

Responsibilities

- Assisted dentist in providing dental treatment to patients, including taking detailed patient medical histories and vital signs.
- Provided chair-side assistance during dental procedures, including passing instruments/device handling.
- Educated patients on proper oral hygiene techniques and habits.
- Maintained a neat, clean and organized environment throughout the office.
- Built personal and meaningful connections with patients.
- Performed various administrative duties.
- Handled billing inquiries and pre-authorizations from patients and insurance companies.
- Resolved customer inquiries in a timely manner while maintaining positive relationships with clients.
- Managed front desk operations including greeting visitors, answering questions or directing them to appropriate personnel.

Reason for Leaving

Company Name

CC's Coffee House

Position

Barista

Company Website

--

Company Phone Number

(601) 707-3685

Company Address

344 US 51 , Ridgeland, MS, 39157

Start & End Date

December 2022

Starting & Ending Salaries

\$24,960 - \$24,960

Currently Working Here

Yes

May We Contact for Reference?

Yes

Supervisor Name

Hilda Margaret Gill

Supervisor Position

Owner

Supervisor Phone Number

(601) 519-8706

Supervisor Email Address

hildamargaret@yahoo.com

Responsibilities

- Developed meaningful relationships with individual customers as well as corporate leaders.
- Provided a positive team atmosphere through collaboration with co-workers as well as the training and orientation of new employees.
- Followed health, safety and sanitation guidelines to pass state inspections.
- Consistently maintained high levels of cleanliness, organization, storage and sanitation of food and beverage products to ensure quality.
- Maintained stock levels and ordered supply as needed.

Reason for Leaving

--

Company Name

City Center Drugs

Position

Pharmacy Technician

Company Website

--

Company Phone Number

(601) 326-4000

Company Address1200 Eastover Dr, Jackson, MS,
39211-6317**Start & End Date**

February 2022 - January 2023

Starting & Ending Salaries

\$19968 - \$19968

Currently Working Here

No

May We Contact for Reference?

Yes

Supervisor Name

Mary Beth Hardy

Supervisor Position

Owner

Supervisor Phone Number

(601) 326-4000

Supervisor Email Address

citycenterdrugs@citycenterdrugs.com

Responsibilities

- Created new customer profiles and updated demographics, allergies and new medications in pharmacy computer systems.
- Efficiently filled prescriptions in a fast-paced and pressure-filled environment.
- Received and verified daily incoming drug inventories, **reported discrepancies** and **logged** items into inventory system.
- Prepared prescription transfers to other pharmacies.
- Flagged potential side effects and allergies to prescribed medications for patients.

Reason for Leaving

Career change

Company Name**Position****Company Website**

Frank P. Phillips Memorial YMCA

Membership and Marketing
Coordinator

--

Company Phone Number

(662) 634-0737

Company Address

602 2nd Ave N, Columbus, MS,
39701-4514

Start & End Date

January 2020 - October 2020

Starting & Ending Salaries

\$12,480 - \$12,480

Currently Working Here

No

May We Contact for Reference?

Yes

Supervisor Name

Cynthia Mutch

Supervisor Position

Membership Manager

Supervisor Phone Number

(662) 328-7696

Supervisor Email Address

cmutch@columbusymca.com

Responsibilities

- Created daily social media posts to build robust brand presence on Twitter, Facebook and Instagram.
- Collaborated to create internal and external ideas and initiatives to help promote general awareness of company brand.
- Promoted effective issue resolution regarding employees or members through active listening and dynamic communication skills.
- Developed marketing materials identifying upcoming events, activities and helpful information for distribution to members

Reason for Leaving

Relocation

Education History

School Name

Accelerated Dental Assisting
Academy

Area of Study

Dental Assisting

Did you Graduate?

Yes

Degree Obtained

Trade Certification

Graduation Date

July 2023

School Type

Specialized

GPA

4.00

School Location

Madison, MS

School Name

Ridgeland High School

Area of Study

General

Did you Graduate?

Yes

Degree Obtained

High School

Graduation Date

May 2014

School Type

High School

GPA

2.50

School Location

Ridgeland, MS

References

Name	Email Address	Phone Number
John Robert Hall	jrhalloru@yahoo.com	(601) 316-4797
Personal or Work Reference?	Years Known	Address
Personal	10	313 Arlington Cir, Ridgeland, MS, 39157-2575
Name	Email Address	Phone Number
Hilda Margaret Gill	hildamargaret@yahoo.com	(601) 519-8706
Personal or Work Reference?	Years Known	Address
Personal	7	344 US 51, Ridgeland, MS, 39157
Name	Email Address	Phone Number
Dennis Wilson	denniswilson323@gmail.com	(601) 942-9956
Personal or Work Reference?	Years Known	Address
Personal	10	203 Lakeside Drive , brandon, MS, 39047

Notes on Ellen Farr

4/29/2024 at 10:10 PM (CDT), System

Applied for open DEPUTY COURT CLERK position DCC PD 2024.0429.

Screener [POLICE DEPARTMENT Screener Questions]

Social Security Number

411790975

List all other names you have used including nicknames and maiden name of female applicants. If you have ever used any surname other than your true name, during what period and under what circumstances were these names used?

None

Have you ever legally changed your name? If so, list the date, place, and court in which you changed your name. Put N/A if not applicable.

No

Date of Birth

10/27/1995

Place of Birth

Cordova, TN

Marital Status

Single

Driver's License Number and State

802449311

Has your privilege to operate a motor vehicle ever been suspended or revoked? If yes, explain.

No

Are you a citizen of Mississippi? If yes, for how long?

Yes, for the last 20 years.

Are you a citizen of the United States? If yes, for how long?

Yes, all my life.

If you have been naturalized, tell us the date and certificate number

List chronologically ALL of your residences for the past 10 years (include addresses while attending school if away from home)

305 Trailwood Dr. Ridgeland, MS 391571911 Willowcreek Dr. Austin, TX 78741101 5th St. SColumbus, MS105 Turtle Creek Dr. Brandon, MS 390471355 N. Jefferson St.Jackson, MS 39202122 Swan Lake Dr.Jackson, MS 39212304 Glen MdwBrandon, MS 39047

Have you ever been dismissed or asked to resign from any employment or position you have held? If yes, list the employer's name, the date, and reason.

No

Are you now employed by an agency of the Federal or State Government?

No

Have you been employed by the Federal Government or State Government within the past 90 days? If yes, list the agency and location.

No

Do you have any sources of income other than your salary? If yes, specify the amount(s).

No

Choose the highest school year completed:

12

Were you ever dismissed from a school, or were any disciplinary actions including scholastic probation ever taken against you during your scholastic career? If yes, list the school name, date, and type of action.

No

Skills and Experience: Check all that apply to you:

Bookkeeping
Adding Machine/Calculator

List any special ABILITIES, INTEREST, and Hobbies with degree of proficiency :

Please see attached resume.

Have you ever served on active duty in the Armed Forces of the United States?

No

Branch of Service:

Dates of Service: To - From

Military Occupation and Rank:

Type of Discharge:

Type of release from active duty:

Have you ever been Reserve Status? List None, Active, Inactive, and Discharge Date.

Are you a member of the National Guard or other Reserve Unit?

None

If you are in a pay status requiring drills, meetings, or camps, give Unit and Location:

If you were ever disciplined while in the military service, please explain circumstances in detail. List dates, nature of offense(s), type of court-martial or company punishment, whichever is applicable, and disposition of charges. Show any and all fines, restrictions and confinement in detail. List Offense, Type of Court-Martial, Disposition of Charge, Fine, Restrictions and Confinement:

N/A

Have you ever been arrested or charged with any violation including traffic tickets but not parking tickets? If yes, list the date, place, charge, final disposition, and detail.

N/A

Has any member of your immediate family or close relative (including in-laws) ever been arrested for anything other than traffic violations? If yes, list the name, relation, date, place, charge, and final disposition.

No

Have you ever been a party to any civil, quasi-criminal or chancery action in County, Circuit, or Chancery Court? If yes, list date, place, court, names of parties involved, nature of action, and final disposition.

No

Please acknowledge: ALL APPLICANTS MUST GIVE COMPLETE INFORMATION CONCERNING THEIR RELATIVES. If you have been married more than once, give the requested information concerning each former husband or wife. Even though a relative is deceased, give all the information requested, and indicate last residence and year of death. Include step-brothers and sisters, half-brothers and sisters, and if you or your wife have step-parents, legal guardians, or others who have reared you instead of your parents, the requested information should be furnished concerning them as well as your real parents. If you are engaged to be married or contemplating marriage in the near future, complete information must be included under sections C, H, I and J regarding your future husband or wife and future in-laws, and show clearly that relationship is contemplated.

I acknowledge.

Father's name, address, age, place of birth, occupation, company name and address. Date and place of naturalization.

Kenneth Jarrell Farr 304 Glen Mdw, Brandon, MS 39047 63 years old Jackson, MS Medpro Group - Claims Consultant US Citizen

Mother's name, address, age, place of birth, occupation, company name and address. Date and place of naturalization.

Linda Farr Columbus, MS 63 years old Columbus, MS Disabled US Citizen Step mother: Jonna Farr 304 Glen Mdw, Brandon, MS 39047 63 years old Jackson, MS Judicial Assistant US 5th Circuit Court of Appeals US Citizen

Spouse's name, address, age, place of birth, occupation, company name and address. Date and place of naturalization.

N/A

All Children's name, address, age, place of birth, occupation, company name and address. Date and place of naturalization.

N/A

All Sibling's name, address, age, place of birth, occupation, company name and address. Date and place of naturalization.

Henry Farr 15823 64th Ave. NE Kenmore, WA 98028 32 years old Rochester, New Hampshire Nurse US Citizen Ashleigh Picou 157 Northwind Dr. Madison, MS 39110 42 years old Jackson, MS Paralegal US Citizen Dusty Welch 92 Hemlock Rd. Brandon, MS 39042 41 years old Plumber/Musician Jackson, MS US Citizen

All Siblings' Spouse's name, address, age, place of birth, occupation, company name and address. Date and place of naturalization.

Chris Picou 157 Northwind Dr. Madison, MS 39110 57 years old Baton Rouge, LA Rankin County Narcotics Supervisor, Lieutenant with Madison PD US Citizen Pepper Welch 92 Hemlock Rd. Brandon, MS 39042 48 years old Dallas, GA Emp: Service Master US Citizen

Father-in-Law's name, address, age, place of birth, occupation, company name and address.
Date and place of naturalization.

N/A

Mother-in-law's name, address, age, place of birth, occupation, company name and address.
Date and place of naturalization.

N/A

Your Spouses' Sibling's name, address, age, place of birth, occupation, company name and address. Date and place of naturalization.

N/A

List the following information for your Spouse: Employer, Employer's Address, Position, Dates of Employment, and Social Security Number.

N/A

Acknowledgement

By submitting your application you hereby certify that the facts set forth in the above employment application are true and complete to the best of your knowledge.

ALL RECORDS SUBMITTED BECOME THE PROPERTY OF THE CITY OF BRANDON.

I understand that all appointments are probationary for a period of one year, during which time the employee must demonstrate his fitness for continued employment by the City of Brandon. I also understand that any appointment tendered me will be contingent upon the results of a complete character and fitness investigation and I am aware that willfully withholding information or making false statements on this application will be the basis for dismissal from the City of Brandon Police Department and I agree to these conditions.

DRUG TESTING OF APPLICANTS FOR EMPLOYMENT

As a condition of employment, applicants for jobs with the City of Brandon, including those seeking to be accepted into the City's law enforcement reserve program and volunteer firefighter program, shall be required to submit to an initial test and a confirmation test for the presence of alcohol or drugs or their metabolites. Prior to the collection of a specimen from such an applicant, the applicant will be required to read and sign the following statement, which will be provided on a separate sheet of paper:

Acknowledgement, Consent, and Receipt Regarding the Drug and Alcohol Plan for City of Brandon Applicants
I acknowledge by my signature that I have received, reviewed and fully understand the Drug and Alcohol Plan of the City of Brandon. I agree and consent to submit to specimen collection and drug and alcohol testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug and alcohol testing in accordance with the plan or a positive result on a confirmation test for the presence of alcohol or drugs or their metabolites shall be a basis for rejecting my application for employment, the withdrawal of any conditional offer of employment and refusal to hire by the City of Brandon.

An applicant's refusal to submit to a test or a positive result of a confirmation test shall result in rejection of the employment application, the withdrawal of any conditional offer of employment and refusal to hire.

RELEASE OF INFORMATION

I certify that all statements made herein are true and complete to the best of my knowledge. I authorize the verifications and release of information regarding my background/character from any source contained on this application. I know that any misrepresentation herein may lead to disqualification and /or may my dismissal from employment. If employed, I understand that I must satisfactorily complete the probationary period.

MAYOR
Butch Lee



CHIEF OF POLICE
Joseph French

To: The Mayor Butch Lee and The Board of Aldermen

Date: June 7, 2024

Ref: **Vehicle Purchase Request**

The Mayor Lee and The Board of Aldermen,

I respectfully request permission for a purchase order to Kirk Auto Group in the amount of \$221,204.00 for five (5) 2025 Ford Explorer's. Four (4) with a 3.3 V6 engine will cost \$43,530.00 for each and one (1) with an eco-boost 3-liter engine V6 will cost 47,084.00 (state contract pricing). These will be purchased with the Departments Drug Seizure Funds and Equitable Share Justice.

Funds from the General Fund will not be utilized for this purchase.

Please see attached quote.

The previous PO for the purchase of five (5) Dodge Durango's from Landers at state contract price was cancelled due to not being able to receive the vehicles.

Thank you for your consideration,

Joseph French
Chief of Police



POLICE DEPARTMENT

KIRK AUTO GROUP

GRENADA, MS



COMMERCIAL SALES DEPARTMENT

WE GUARANTEE OUR UPFIT, CALL TODAY

2025 FORD EXPLORER Pursuit Base Price

Factory Options:

HD Police Severe Duty Pkg.

3.3L V6

Speed Control w/Tilt- Steering Wheel

Pwr Windows, Locks, Mirrors

Air Conditioning w/Dual Zone

6-Way Power Seat

Cloth Bucket Seats w/Vinyl Rear Seat

Black Vinyl Floor Covering

51R LED Spotlight

Full Size Spare

All Speed Traction Control w/Electronic Stability Control

Keyless Remote Entry

TOTAL VEHICLE PRICE

\$ 43,530.00

SLICKTOP LIGHTING PACKAGE

\$ 7,250.00

**INTERIOR FRONT VISOR LIGHTS, REAR STICK WITH TRAFFIC DIRECTOR, JOTTO DESK
CONSOLE W/ CUPHOLDER AND ARMREST, FLASHERS IN REAR TAILLIGHTS, PRISONER PARTITION,
AND REAR CARGO BARRIER, PUSH BUMPER WITH SIDE LIGHTING.**

CALL OR SEE: **WES HERRING**

Wes 601-503-4534

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: SUV Large Utility All Wheel Drive, 4 Door, Police Pursuit

VENDOR: Landers Ford South

ITEM NO.: 071-8046050-8

YR/MAKE/MODEL 2025 Ford Explorer PPV

ENGINE: 3.3 V-6

PRICE INCLUDING TITLE FEE: \$43,530.00

2023-2024 State Police Vehicles Contract

Miles Per Gallon	
City	
Hwy	
Combined	

Contract No: 8200071232
Contact Person Dan Lehman
Phone: 901-870-2332
Toll Free:
Email: dlehman@landersmemphis.com

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Black White Gray Dark Blue

LIST FACTORY COLORS AT ADDITIONAL CHARGE:

PRICE \$

WARRANTY INFORMATION:

ITEM	REQ.	OPTION CODE	DEALER COST	OPTION CODE
List optional engines:				
3.0L Eco Boost - AWD			\$ 3,554.00	
Accessory Feed Wire: Manufacturer supply both m/f connectors: two-way radio pre-wire				
Air Conditioner			INC	
Engine: Min 200HP for V6			INC	
Radio: AM/FM Stereo			INC	
Drive: FWD-RWD-AWD			INC	
Seats: Front/Rear Cloth			INC	
Spotlights: 6" left side windshield pillar mounted; factory installed			INC	
Power Windows and Locks			INC	
Speed Control			INC	
Front License Plate Bracket			INC	
Full Size Spare			INC	
Automatic Transmission			INC	
Hands Free Capability			INC	
Options				
Ready for Road PKG			\$3,572	
Rear Bumper Protector			\$94	
Front Warning Aux Light			\$546	
Rear Aux Liftgate Lights			\$376	
Dual LED Spot Lamps			\$582	
Side Marker Skull Lamps			\$320	
Cargo Vault			\$253	
POL Wire Harness Connector Kit			\$188	
Deflector Plate			\$320	
RR Spoiler Traffic WRNG LED LT			\$1,410	

***Production of this vehicle will begin
in May 2024



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 06/07/2024
SUBJECT: **REQUEST PERMISSION FOR BATTALION CHIEFS ADCOCK, BECK, DIVISION CHIEF JERRY KING AND CHIEF BRIAN ROBERTS TO TRAVEL TO BILOXI, MS FOR THE 2024 MEMS CONFERENCE.**

The fire department respectfully requests permission for Battalion Chiefs Justin Adcock and Bryhn Beck, Div. Chief Jerry King, and Fire Chief Brian Roberts to travel to Biloxi, MS October 14-17, 2024 to attend the Mississippians for Emergency Medical Services Conference and approve all travel expenses (hotel, conference fees, meals and fuelman card). There are funds in our training budget to cover this conference.

Thank you for your consideration.

ATTACHMENTS:

None