

AGENDA
BRANDON BOARD OF ALDERMEN & MAYOR
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
AUGUST 5, 2024

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS AND RECOGNITIONS
4. OLD BUSINESS
 1. Approve the Work Session and Regular Board Meeting Minutes of July 15, 2024.
5. BUTCH LEE, MAYOR
 1. Consideration to reject the two quotes for the ROW Tree Removal at various areas in the City (see attached list), and authorize the Administration to proceed with the advertisement to bid.
 2. Consideration to approve the payment of the removal of ROW trees along Luckney Road to D.A.T.S. Tree Work in the amount of \$54,200.00. Quote was approved at the Board meeting on 6/17/24.
 3. Consideration to approve pruning and cleanup services as a professional services contract to Murphy's Lawn and Landscape, Inc. in the amount of \$7,932.50 along the north side of Highway 80 between Stonegate Drive and corner of Lakebend Condo's fence.
 4. Consideration of a quote for manhole inspection at various locations within the City from Core & Main in the amount of \$7,685.00.
 5. Consideration to give Live Nation permission to make periodic requests for "Terms of Use" (TOU) sweeps directly with Ticketmaster, in order to prevent scalping on the tickets at the Amphitheater.
 6. Consideration to approve a professional services Limited License Agreement with Fun Guys, LLC. re: Magic of Lights 2024.
 7. Consideration to approve an invoice from Baker, Donelson, Bearman, Caldwell & Berkowitz, representing the East Metro Corridor Commission in the amount of \$1,428.00 (25% of the total invoice of \$5,712.00).
 8. Consideration to advertise in the 2025 Mississippi Tour Guide for the purpose of promoting tourism in the city.
 9. Consideration of approval of a Municipal Reserve Fund for the City of Brandon.
 10. Consideration of a request to travel to Tunica, MS to attend the MML Fall Board of Directors Meeting

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:
Jordan Davis - Live Nation Sell-off Agreement Brandon Amphitheater
Sturgill Simpson Sell-off Agreement - AEG and Brandon
2. Consideration of the acceptance of the FYE 2024 audit engagement letter with Barlow and Company, PLLC and authorizing the Mayor to sign the letter.
3. Consideration to accept the parcel of land (0.54 acres on Harrell Street) for the purpose of public streets, drainage, utility and other municipal purposes.
4. Consideration of designating City Clerk Mary Ann Hess and City Accountant Tracie Riggins as the authorized users at Trustmark National Bank regarding the City of Brandon's business credit cards.
5. Consideration to accept the Mississippi Office of Highway Safety (MOHS) and Brandon Police Department Grant Agreement for FY 2025, part of the 402 Police Traffic Services funding, in the amount of \$60,000.00 and authorize the Mayor to sign the agreement.
6. Consideration to approve the two quotes related to the wall/roof repair at City Hall and authorize the Mayor to execute the two contracts:
 1. Adam Evens Waterproofing Co., Inc. as the lowest and best quote - to remove and replace all concrete masonry unit (cmu) expansion joints across the front of City Hall.
 2. Malone Roofing Services LLC as the lowest and best quote - to install a new termination bar to the existing roof membrane and repair the existing wall to roof flashing.
7. Consideration of the approval of the quote from Mity Incorporated to purchase additional chairs and racks in the amount of \$34,115.93 and authorize the Mayor to execute the contract.
8. Consideration to approve the quote from Elcon Electrical Contractors, Inc. in the amount of \$16,750.00, for the interior power to the Quarry Maintenance Building.
9. Consideration to approve Jody Compton permission to attend two courses in Pearl, MS, one on September 25-26 for Introduction to ArcGIS pro and the other one on December 4-5 for Intermediate ArcGIS Pro. He also needs to attend a GIS online course on October 23-24 in Gulfport, MS. The classes will teach him how to map our irrigation systems throughout the City and are at no cost to the City of Brandon.
10. Consideration to approve the registration/travel for the City Accountant Tracie Riggins to attend the MSCPA Annual Conference on August 15-16, 2024 in Ridgeland, MS in the amount of \$295.00.
11. Consideration to approve the disposal/shredding of the FY 2019 Payable documents: 1) Letters A-Z Files, Check Copies, and Invoices; 2) AP Cash Disbursements; 3) AP Paper copies of the Claims Dockets; 4) AP Pre-Check Audits; 5) AP Umpire Manual Warrants; 6) AP Voided Checks; 7) AP Check Registers by Detail, Summary and Department.

12. Consideration of a request declaring surplus of approximately 82 fluorescent light fixtures and 14 stage spotlights, which are no longer of use or value to the City, and authorize the sale of the same on GovDeals.

13. Consideration to approve:

- a. Docket of Claims for August 5, 2024.
- b. Fox Everett claims released on July 25, 2024.
- c. Electronic fund transfers for July 31, 2024.

7. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Consideration to approve Pay Request 4 in the amount of \$638,658.54 from Adcamp, Inc. for the 2024 Overlay Project and authorize payment of the same.
2. Consideration to approve the Memorandum of Understanding between the Board of Aldermen & Mayor Butch Lee in regard to ARPA Funding as detailed in MDEQ Agreement No. 547-2-DW-5.15 for the Burnham Road Waterline Improvements Project and authorize execution of the same.
3. Consideration of a request declaring certain City of Brandon equipment as surplus as listed on the attached memo and authorize the sale of or the destruction of said equipment.
4. Consideration to hire Karter Bounds as a Water Laborer II in the Public Works Department effective August 6, 2024, at a rate of pay pursuant to the memo.
5. Consideration to approve the modification of MCWI Sub-award Agreement #547-2-DW-5.15 from MDEQ and authorize the Mayor to execute the same.
6. Consideration to approve utility adjustment approvals and denials pursuant to the memo.
7. Consideration to declare an emergency the traffic signal repairs at Highway 18 & I-20 which occurred on July 3, 2024, and approve invoice #M2024.132 in the amount of \$14,917.00 from Lewis Electric, Inc. and authorize payment of the same.
8. Consideration to approve invoice #H24023-07 in the amount of \$40,350.41 from Hemphill Construction Company for General Construction Services in the month of June 2024 at the FY24 commodity pricing and authorize payment of the same.
9. Consideration to approve Pay Request 1 in the amount of \$74,437.23 from Simmons Erosion Control for the 2024 Eastgate Sidewalk Project and authorize payment of the same.
10. Consideration to approve the bid renewal for Herbicide Treatment of Right-of-Ways, Ditches, Detention Ponds, & Cemeteries with Chempro Services, Inc. for the 2024 spraying season.
11. Consideration to approve invoice #H24023-07-54394 in the amount of \$8,710.41 from Hemphill Construction Company for sewer point repairs as part of the Hunters Woods Sewer Repair Project - Group 2 of 6, authorize payment of the same, and amend the budget accordingly.

12. Consideration to declare an emergency the following repairs and authorize payment of the Hemphill Construction invoices for each repair.
 1. Marquette Road near the GM Plant - \$5,196.00 - invoice #H24023-07-54393 - ER water valve repair
 2. 138 Meadowlane - \$11,855.14 - invoice #H24023-07-53778 - ER sewer repair
 3. 53 Terrapin Cove - \$13,588.41 - invoice #H24023-07-53829 - ER sewer repair
 4. 652 Trickhambridge Road - \$5,196.00 - invoice #H24023-07-53864 - ER sewer repair
 5. 194 Huntview Drive - \$5,568.12 - invoice #H24023-07-53912 - ER sewer repair
 6. 22 Quail Ridge Drive - \$3,983.00 - invoice #H24023-07-52486 - ER sewer repair
 7. 288 Cornerstone Drive - \$46,157.00 - invoice #H24023-07-52067 - ER sewer repair
13. Consideration to approve Pay Request 2 in the amount of \$331,584.41 from Thornton Construction Company, Inc. for the Marquette Road Multi-use Path Project and authorize payment of the same.
14. Consideration to approve Pay Request 1 in the amount of \$178,418.55, Pay Request 2 in the amount of \$23,821.25, and Pay Request 3 FINAL in the amount of \$10,644.20 from Hemphill Construction Company for the Highway 471 Sewer Line Extension Project and authorize payment of the same.
15. Consideration to approve Pay Request 3 in the amount of \$224,662.82 from Eubank Construction Company, Inc. for the Highway 18 Highway 468 Sewer Force Main Replacement Project and authorize payment of same.
16. Consideration to approve contract #23-15239(RL) from Meridiean Speedway, LLC, authorize the Mayor to execute the same, and authorize payment of the contract fee in the amount of \$9,375.00 for the Cornerstone Grants Ferry Parkway Waterline Extension Project.
17. Consideration to approve Change Order 2 from Cain, Inc. for an increase of 35 days in contract time for the Shiloh Park EWP Bank Stabilization Project.
8. SAM HAWKINS, COMMUNITY DEVELOPMENT
 1. Consideration to approve the development review application for Brookfield Subdivision (parcel #I9E-2).
9. JOSEPH FRENCH, POLICE CHIEF
 1. Consideration of a request changing Dwyane Martin to a part-time investigator and change rate of pay in accordance with the memo.
 2. Consideration of a request for Sgt. Inv. Robbie Reid to travel to Hoover, AL to participate in the Digital Evidence Investigations Course on October 13-18, 2024.
10. BRIAN ROBERTS, FIRE CHIEF
 1. Consideration of a request asking permission to hire Lawton Burnham and Jackson Swales as firefighter trainees and set a rate of pay per memo.
 2. Consideration of a request asking permission to purchase uniform pants from The Southern Connection as the lowest and best quote.

3. Consideration to approve paramedic school contracts from School of EMS for Capt. McClora and FF Max Chandler and authorize Div. Chief Jerry King to execute the same.
4. Consideration of a request asking permission for Chief Roberts, Deputy Chief Wofford and Division Chief King to travel to Meridian, MS to attend the Mid-Winter Chiefs Conference and approve all travel expenses.

11. EXECUTIVE SESSION

12. ADJOURN

MINUTES OF THE REGULAR BOARD MEETING OF JULY 15, 2024 OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI,
MAYOR BUTCH LEE, PRESIDING

1. CALL TO ORDER – Mayor Lee and Aldermen Middleton, Womack, Coker, Williams, Vinson and Craine were present. Alderman Farris was absent.
2. INVOCATION AND PLEDGE OF ALLEGIANCE – Mark Baker gave the invocation and Mayor Lee led the Pledge of Allegiance.
3. PUBLIC COMMENTS AND RECOGNITIONS – None.
4. OLD BUSINESS
 1. Approve Minutes of the Regular Board Meeting Minutes of June 17, 2024 and the Work Sessions on July 9, 10, and 11, 2024.

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

5. BUTCH LEE, MAYOR

1. Approve payment of \$3,900.00 to SR & Sons Hauling (Scott Russell) for professional services for final debris hauling services at Rosewood Apartments.

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

6. MARY ANN HESS, CITY CLERK

1. Set for a public hearing for the FY 2025 Budget on August 12, 2024 at 6:00 p.m.
2. Approve professional services agreement, subject to final revisions approved by the City Attorney and Mayor, for the purposes of promoting tourism, parks and recreation 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, to-wit:
 - Sell-Off Agreement with AEG Presents Productions, LLC re: Lauren Daigle.
3. Approve purchase of a Bizhub C360i Digital Color Copier/Printer for the amphitheater at state contract pricing from Advantage Business Systems in the amount of \$169.00/month for a 36-month rental.
4. Approve payment to Morrow Realty, LLC for the Real Estate Appraisal Report of 5.24 +/- Acres, Brandon, Rankin County, MS in the amount of \$750.00. Owner of Record: Mississippi Power & Light Company.
5. Approve Candance Hunley and Rebecca Pevey to enroll in the Certified Municipal Clerk's training program and attend all required training and conferences, beginning with the Fall Certification Training Program for Municipal Clerks and authorize payment of registration fee(s) and all related travel expenses.

6. Approve travel for Niki Jobe, HR Manager, to attend the Phelps' Annual Mississippi Labor and Employment Conference at the Grand Centennial Hotel in Gulfport, MS on July 25-26, 2024. This complimentary seminar is offered to clients of the firm. The hotel, mileage, and per diem will be taken from the General Government travel budget.
7. Approve the out-of-state travel of City Clerk Mary Ann Hess, the Immediate Past IIMC President, to attend the IIMC Budget Committee Meeting/Executive Committee Meeting in Rancho Cucamonga, CA on September 5-8, 2024. All travel expenses will be paid by the International Institute of Municipal Clerks.
8. Approve:
 - a. Docket of Claims for July 15, 2024.
 - b. Fox Everett claims released on July 3 and July 11, 2024.
 - c. Electronic fund transfers on June 14, 2024 and June 28, 2024.

Alderman Vinson made the motion to approve agenda items 6.1-6.8(a)-(c), in accordance with the memos of the City Clerk's office which are appended hereto, seconded by Alderman Womack and upon unanimous vote the motion carried.

7. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Rescind Board action item #7.11 of the June 3, 2024, to hire James Meadows as a Water Laborer II in the Public Works Department pursuant to the memo.
2. Declare as an emergency in accordance with MCA Section 31-7-13(k) and authorize the repairs to the Marquette Road Lift Station, approve invoice #6925 in the amount of \$8,612.50 from Harvey Services, Inc., and authorize payment of the same.
3. Authorize sewer point repairs as listed for the Hunters Woods Sewer Repair Project - Group 3 at the FY24 commodity bid pricing.
4. Approve invoices from Hemphill Construction Company totaling \$41,711.73 for the Hunters Woods Sewer Repair Project Group 1 of 6 as listed on the memo, authorize payment of the same, and revise the budget accordingly.
5. Approve the following items from Eubank Construction Company for the Highway 18 Highway 468 Sewer Force Replacement Project:
 - Pay Request #2 in the amount of \$365,464.69 and authorize payment of the same.
 - Change Order #1 in the amount of \$7,831.43, first finding that the change to the original contract is necessary and would better serve the purposes of the City first finding that such change in being made in a commercially reasonable manner and not being made to circumvent the public purchasing statutes, and authorize the Mayor to execute the same.
6. Declare as an emergency in accordance with MCA Section 31-7-13(k) and authorize the following repairs and authorize payment of the Hemphill Construction Company invoices for each repair, to-wit: (i) 61 Terrapin Cove - \$8,062.22 - invoice #H24023-06-52838 - ER sewer repairs; (ii) Old Lakeland Drive at North Street - \$7,810.18 - invoice

#H24023-06-52853 - ER sewer repairs; (iii) 119 Easthaven Drive - \$8,336.00 - invoice
#H24023-06-53251 - ER water repairs, (iv) 903 Filmore Drive - \$6,078.00 - invoice
#H24023-06-53330 - ER sewer repairs; (v) 526 East Jasper Street - \$8,078.55 -
invoice #H24023-06-54216 - ER sewer repairs; and (vi) 1009 Heritage Drive -
\$4,333.00 - invoice #H24023-06-53357 - ER sewer repairs.

Alderman Williams 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 Womack and upon unanimous vote the motion carried.

7. Approve the sewer utility adjustment recommendation in the amount of \$66,359.58 for Merit Health Rankin cooling tower located at 350 Crossgates Blvd pursuant to the memo, first finding that the adjustment as presented is the result of unforeseen circumstances and that the customer did not receive the benefit of the service thereby warranting the adjustment.
8. Approve Pay Request #6 in the amount of \$16,341.20 from Hemphill Construction Company for the Highway 80 Signals Improvements Project Stonegate Drive and Woodgate Drive and authorize payment of the same.
9. Approve Pay Request #1 (FINAL) in the amount of \$45,671.08 from Outdoor Innovations Design and Build LLC for the Stoneybrook Shiloh Park Bridge Project and authorize payment of the same.
10. Declare as an emergency in accordance with MCA Section 31-7-13(k) as presented in the memo and authorize repairs to Richland Creek Lift Station and approve invoice #6921 in the amount of \$6,300.00 from Harvey Services, Inc. and authorize payment of the same.
11. Accept the quote in the amount of \$43,400.00 from Duraco Construction for the Pecan Circle Drainage Improvements Project as the lowest and best quote received and authorize payment.
12. Approve invoice #H24023-06 in the amount of \$109,628.19 from Hemphill Construction Company for General Construction Services in the month of May 2024 at the FY24 commodity pricing and authorize payment.

Alderman Womack 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 Coker and upon unanimous vote the motion carried.

8. SAM HAWKINS, COMMUNITY DEVELOPMENT

1. Public Hearing and Action re: Rezoning application of Derek Hammons re: Tax Parcel IJ8-20 (101 Pearl Street) – Case No. 24-007.

The Public Hearing was opened with regard to the re-zoning request of Derek Hammons as presented in the subject application. The Community Development Director then advised that all of the prerequisites to the Public Hearing have been met, proof of which is appended hereto, and that the Planning Commission voted to recommend approval of the application. The Director presented Staff Report #24-007 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

Womack, first finding 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 Planning Commission and the Community Development Department, and input from citizens and others, the City of Brandon, and that that the zoning classification for the subject property should be amended as set forth in the application, and that based on the Staff Report #24-007 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, made the motion to approve agenda item 8.1, and to adopt an ordinance approving the same, which is appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

2. Public Hearing and Action re: Conditional Use Application of Joseph Bethany re: Tax parcel #H8D-51 (112 Cherry Hill Lane) – Case No. 24-009

The Public Hearing was opened with respect to the application for conditional use permit by Joseph Bethany to replace a mobile home on the property which is located in an RR (Rural Residential) zoning district. The Community Development Director advised that all of the prerequisites to the Public Hearing have been met, proof of which is appended hereto, and that the Planning Commission recommended that the application be approved. The Director presented Staff Report #24-009 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 Womack, first finding that the applicant had established by the requisite burden of proof evidence satisfactory to meet the requirements for granting a conditional use in accordance with Section 9.7.2(a)-(h), of the Zoning Ordinance of the Code of Ordinances of the City, as presented in the Staff Report and further incorporating the matters presented at the Public Hearing, and for such other reasons that such applications are approved, made the motion to approve agenda item 8.2 and to approve the conditional use application, seconded by Alderman Craine and upon unanimous vote the motion carried.

3. Public Hearing and Action re: Conditional Use Application of Tammye McKenzie re: Tax Parcel #I9-25-160 (3004 Daves Circle) – Case No. 24-013

The Public Hearing was opened with respect to the application for conditional use permit by Tammye McKenzie to operate a bed and breakfast on the property which is located in an RR (Rural Residential) zoning district. The Community Development Director advised that all of the prerequisites to the Public Hearing have been met, proof of which is appended hereto, and that the Planning Commission recommended that the application be approved. The Director presented Staff Report #24-013 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 Vanessa Proctor, 4051 Warner Driver, spoke in opposition to the application and Tammye and Steve McKenzie and

Monica Corley spoke in favor of the application. The Public Hearing was then closed. Thereafter, Alderman Coker, first finding that the applicant had established by the requisite burden of proof evidence satisfactory to meet the requirements for granting a conditional use in accordance with Section 9.7.2(a)-(h), of the Zoning Ordinance of the Code of Ordinances of the City, as presented in the Staff Report and further incorporating the matters presented at the Public Hearing, and for such other reasons that such applications are approved, made the motion to approve agenda item 8.3., and to approve the conditional use application, seconded by Alderman Williams and upon unanimous vote the motion carried.

4. Consideration of Comprehensive Sign Plan re: Spark Hotel at 215 Dande Drive

Alderman Coker made the motion to approve agenda item 8.4, in accordance with the memo from the Community Development Department, which is appended hereto, seconded by Alderman Vinson and upon unanimous vote the motion carried.

9. JOSEPH FRENCH, POLICE CHIEF

1. Approve the salary increase of officers Dylan Dragoo and Tanna Green effective July 22, 2024 upon completion of MLEOTA training pursuant to the memo.
2. Authorize permission to accept 52 FLEXR's short sleeve armorskin base shirts purchased by the Rankin County District Attorney's office.
3. Authorize permission to hire Eric Fulton and Dan Rawlinson as paid part-time patrol officers, effective July 12, 2024, and set rate of pay in accordance with the memo and administer oaths.
4. Authorize the purchase of a 2024 EZ-Go golf cart on state contract in the amount of \$12,686.00 from Ben Nelson Golf & Outdoor.
5. Accept the resignation of part-time officer Aaron Conley effective July 13, 2024.

Alderman Williams made the motion to approve agenda items 9.1-9.4 in accordance with the memos from the Police Department, which are appended hereto, seconded by Alderman Coker and upon unanimous vote the motion carried.

10. BRIAN ROBERTS, FIRE CHIEF

1. Approve the Addendum to Agreement to amend and extend the Professional Services Agreement with Pafford Medical Services to provide continuous ALS emergency ambulance service to the City twenty-four (24) hours per day per calendar year and authorize the Mayor to execute the same.

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

11. ADJOURN

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

(Next Regular Board Meeting: August 5, 2024)

Minutes approved this the 5th day of August 2024.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk

MINUTES OF THE
BRANDON BOARD OF ALDERMEN
WORK SESSION
BUTCH LEE, MAYOR PRESIDING
JULY 15, 2024

1. CALL TO ORDER – Mayor Lee and Aldermen Middleton, Womack, Coker, Vinson and Williams were present. Aldermen Farris and Craine were absent. Alderman Williams led the invocation.

2. Discussion re:

- Annual Christmas Parade
- Storm Water Issues
- Response times for water leaks
- Response time for sewer repair
- Proposed schedule for budget adoption

Minutes approved, this the 5th day of August 2024.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk

**ORDINANCE OF THE CITY OF BRANDON, MISSISSIPPI RE-ZONING DESCRIBED
PROPERTY FROM RM-8 (SUBURBAN MIXED NEIGHBORHOOD)
TO VMU (VERTICAL MIXED USE)**

WHEREAS, on July 15, 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 Derek Hammons, to rezone that certain property located at 101 Pearl Street, Brandon, Mississippi, described in Exhibit “A” attached hereto and designated as Tax Parcel #I8J-20, (“Subject Property”) from RM-8 (Suburban Mixed Neighborhood) to VMU (Vertical Mixed Use); 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 #24-007 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

WHEREAS, consistent with the findings herein the Subject Property should be re-zoned from RM-8 (Suburban Mixed Neighborhood) to VMU (Vertical Mixed Use) 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 VMU (Vertical Mixed Use).

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 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 4. That this Ordinance having been previously reduced to writing, a motion was made by Alderman Womack and seconded by Alderman Craine to adopt the same and no request having been made by the Mayor or any member of the Board of Aldermen that the same

be read by the City Clerk before a vote was taken, and reading of such having been waived, this Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Sharon Womack, Alderman at Large	AYE
Jarrad Craine, Alderman Ward 1	AYE
Cris Vinson, Alderman Ward 2	AYE
Harry Williams, Alderman Ward 3	AYE
Lu Coker, Alderman Ward 4	AYE
Dwight Middleton, Alderman Ward 5	AYE
David Farris, Alderman Ward 6	ABSENT

The Mayor thereby declared the motion carried and the Ordinance adopted and approved on this the 15th day of July 2024.

BUTCH LEE, MAYOR

ATTEST:

MARY ANN HESS, CITY CLERK



MEMORANDUM

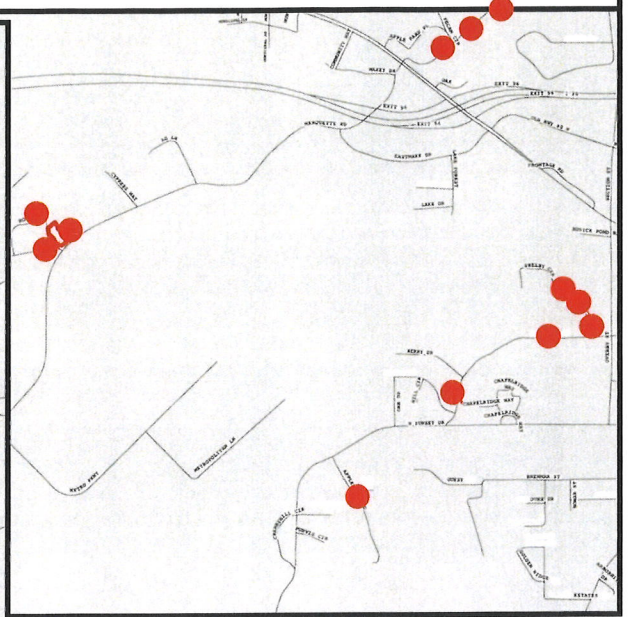
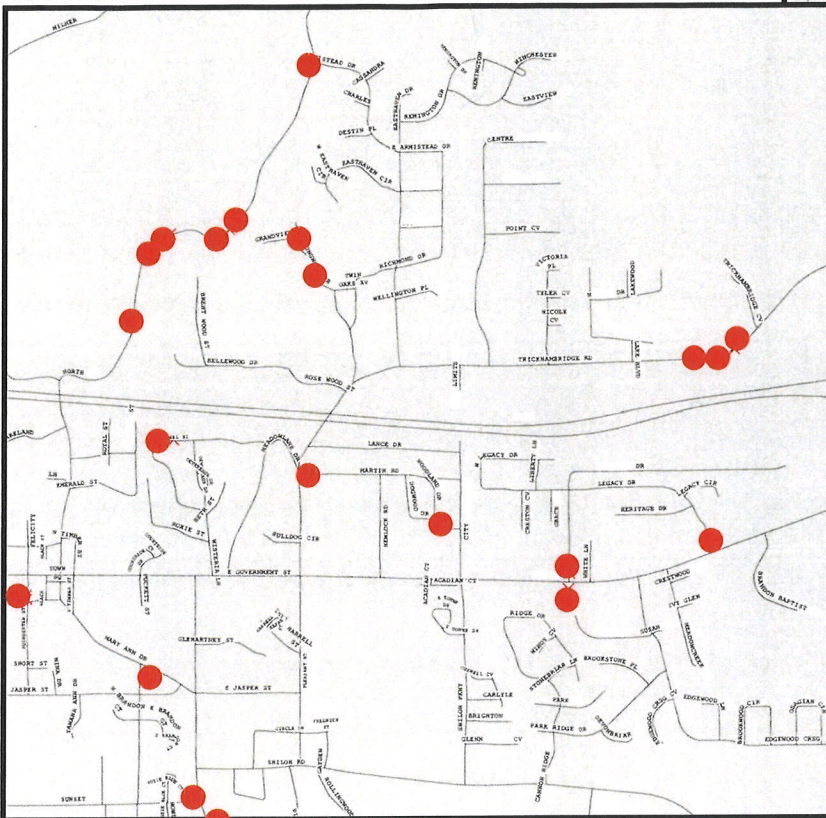
TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 08/02/2024
SUBJECT: ROW TREE REMOVAL QUOTE

Consideration to reject the two quotes for the ROW Tree Removal at various areas in the City (see attached list), and authorize the Administration to proceed with the advertisement to bid.

ATTACHMENTS:

1. 2061_001
2. 2067_001
3. 2066_001

ROW Tree Removal / Work Proposal #3 / 07.29.24 - Page 1



Page 1 - QUOTE
Pages 2-3, Street Lists

TREE REMOVAL PROFESIONAL SERVICE QUOTE: AMOUNT: \$ _____

Contractor Name: _____ Date: _____

Insured / Bonded by: _____

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: _____ Anticipated Start Date: _____

Responsible Party Signature: _____ Contact Tel #: _____

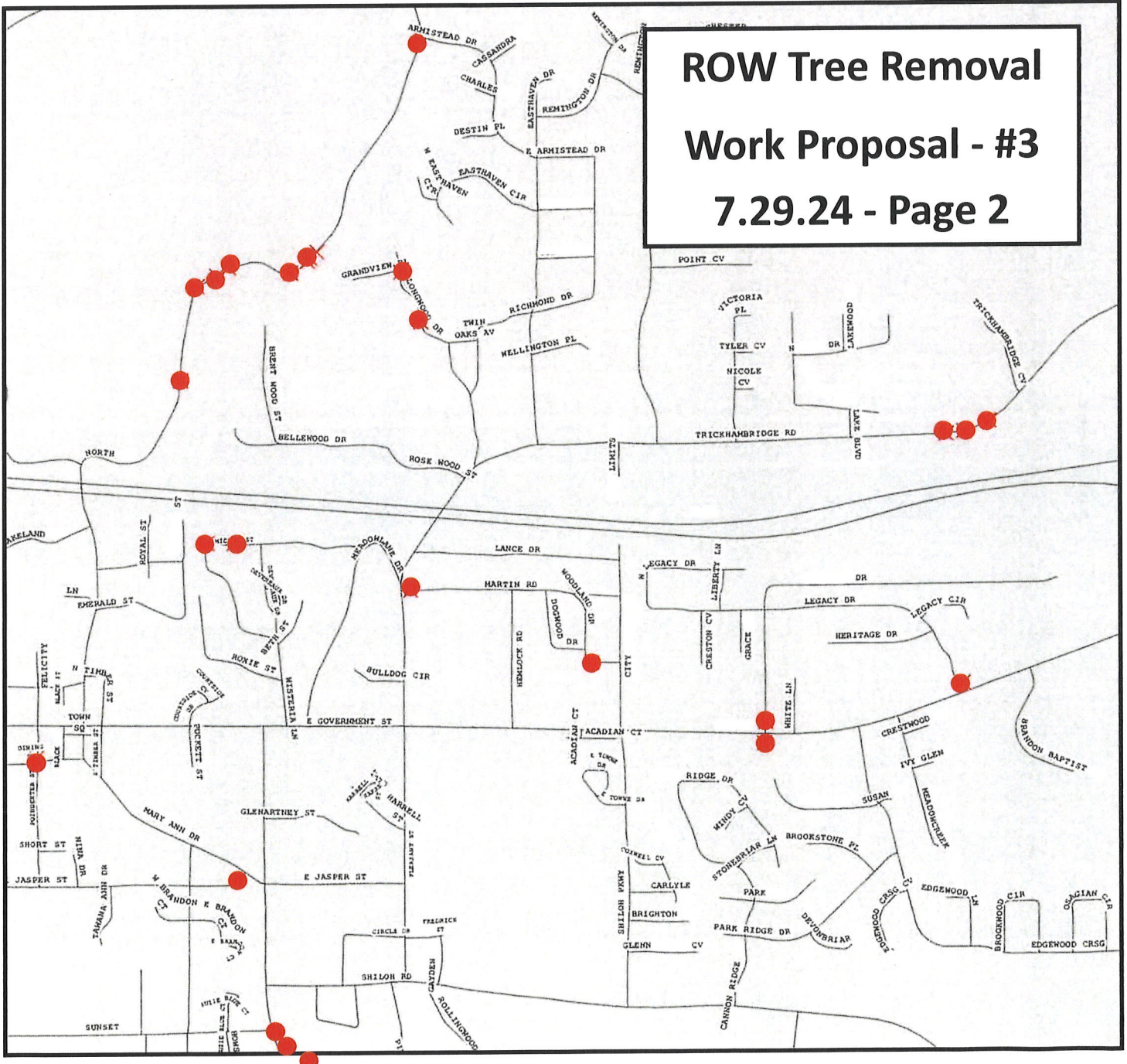
Additional Information: Work to be scheduled with Public Works two (2) days in advance.
This is for preparation of traffic safety control measures to be established.
City to provide Police/Fire/Public Works units during duration of work for
additional public/contractor traffic control and safety while 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 Friday, August 2, 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, August 5 at 6:00 pm (or as soon thereafter as practical) for consideration to
award the work. The Brandon City Board reserves the right to reject all proposals.

1. Martin Road (critical) (grind stump)
2. Michel Street—2 (grind stump)
3. Longwood Drive—2 (grind stump)
4. Dining Street—1 (grind stump)
5. Woodland Drive—1 (grind stump)
6. Eastwood Drive —1 (gum- grind stump)
7. Legacy Drive—1 (oak—grind stump)

8. Hwy 80 East - 1 (oak—grind stump)
9. Trickhambridge Road—3 (oak)
10. North Street— 9 (pine)
- These next 3 locations not painted
11. Mary Ann Drive—1 (oak)
12. Louis Wilson Dr —2 (pine)
13. 247 Kennedy Farm—1 (pecan)

ROW Tree Removal Work Proposal - #3 7.29.24 - Page 2



14. Appleridge Drive - 1

(large pine tree)

15. West Jasper Street - 5

(various size pine, one oak)

16. Shelby Circle - 8

(most of these are large pine)

17. Boyce Thompson - 2

(one is a large post oak)

These next 3 locations are not painted

18. Quarry Baseball Fields - 1

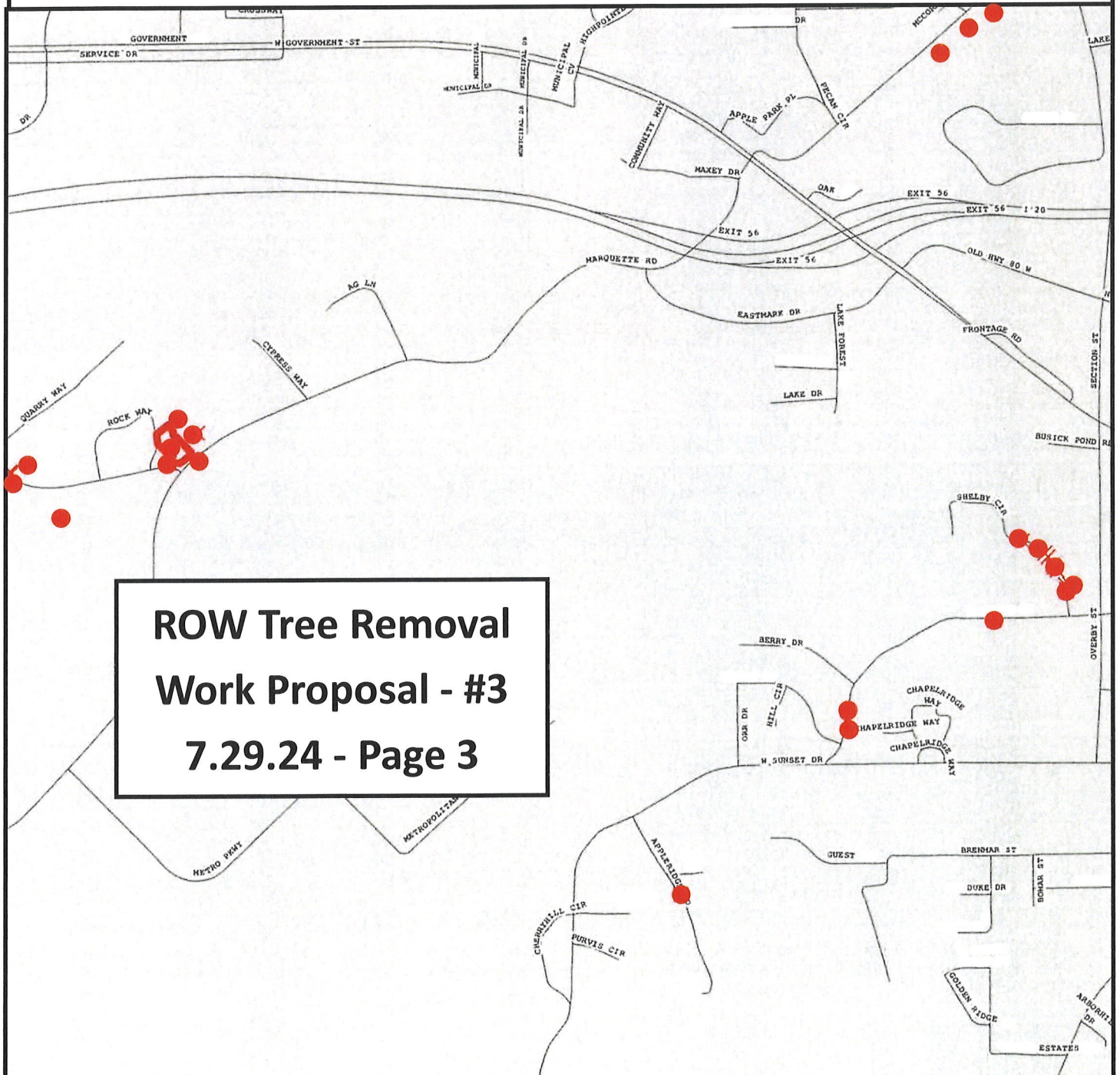
(trim dead limbs on Water Oak)

19. Amphitheater Entrance - 12-14

(various pine—*just drop to ground*)

20. Value Road - 3 - 4

(various trash trees)

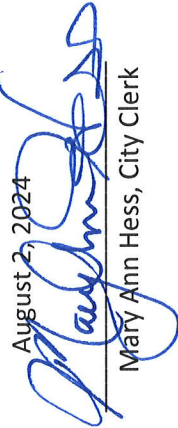


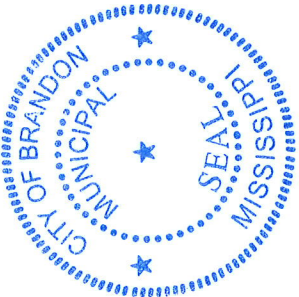
Row Tree Removal
Work Proposal #3
August 2, 2024 - 4:00 p.m.

Company	TOTAL QUOTE
D.A.T.'S Tree Work	\$95,348.00
Specialty Tree Service, LLC	\$99,000.00

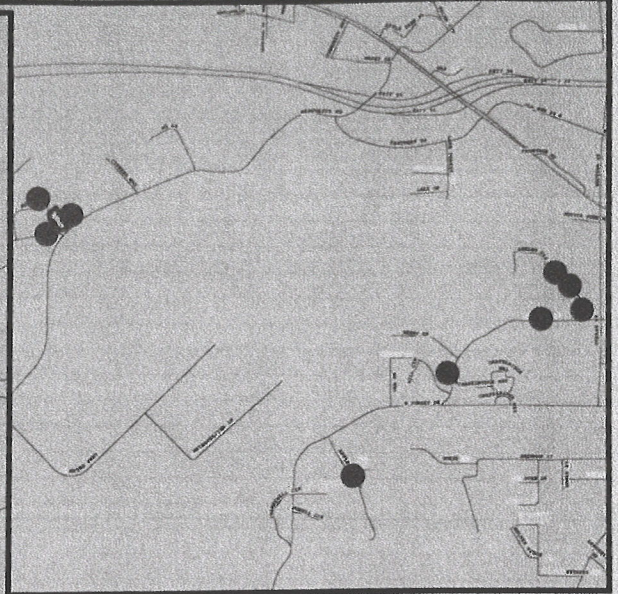
This is to certify that the above is a true and accurate tabulation of quotes received on

August 2, 2024


Mary Ann Hess, City Clerk



ROW Tree Removal / Work Proposal #3 / 07.29.24 - Page 1



Page 1 - QUOTE
Pages 2-3, Street Lists

TREE REMOVAL PROFESIONAL SERVICE QUOTE: AMOUNT: \$ 95,348

Contractor Name: D.A.T.'S TREE WORK

Date: 8-1-24

Insured / Bonded by: CRUM: FORESTER

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: 8-2-24 Anticipated Start Date: 9-16-24

Responsible Party Signature: Dan Clark 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 Thursday, August 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, August 5 at 6:00 pm (or as soon thereafter as practical) for consideration to award the work. The Brandon City Board reserves the right to reject all proposals.



Specialty Tree Service LLC
601-405-5857

PO Box 310 | Pelahatchie, Mississippi 39145
601.405.5857

RECIPIENT:

City of Brandon

PO Box 1539
Brandon, MS 39043

SERVICE ADDRESS:

PO Box 1539
Brandon, MS 39043

Quote #112

Sent on _____

Total **\$99,000.00**

Product/Service	Description	Total
Tree Removal	ROW TREE REMOVAL WORK PROPOSAL #3	\$99,000.00
	Cut and remove all trees listed on work proposal #3. Grind stumps, haul off all debris and complete clean up.	

This quote is valid for the next 60 days, after which values may be subject to change.

Total **\$99,000.00**



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	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td colspan="2">INSURER A : Crum and Forster</td><td></td></tr><tr><td colspan="2">INSURER B : Progressive Insurance Company</td><td>42412</td></tr><tr><td colspan="2">INSURER C : AmFed Companies, LLC</td><td>11208</td></tr><tr><td colspan="2">INSURER D : Ohio Casualty</td><td>24074</td></tr><tr><td colspan="2">INSURER E :</td><td></td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></table>	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 :		
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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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BAS-34004-1	2/9/2024	2/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			07686045	11/14/2023	11/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC220-0017248	5/31/2023	5/31/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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: 08/02/2024
SUBJECT: ROW TREE REMOVAL LUCKNEY ROAD

Consideration to approve the payment of the removal of ROW trees along Luckney Road to D.A.T.S. Tree Work in the amount of \$54,200.00. Quote was approved at the Board meeting on 6/17/24.

ATTACHMENTS:

1. Memo. DATS Tree Work - Luckney Road Area - 08.05.24
2. 2060_001



MEMORANDUM

TO: HONORABLE BOARD OF ALDERMEN
FROM: MAYOR BUTCH LEE
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: INVOICE PAYMENT FOR ROW CLEARING OF DEAD TREES ON CITY ROW

Asking for your consideration to approve the attached pay request invoice of \$54,200.00 from D.A.T.S. Tree Work for completion of the **ROW Tree Removal Work Proposal - #2 (Luckney Road Area)** removal of dead trees which posed a health and safety hazard to the motoring public on City streets.

This amount exceeds the original quote of \$42,000.00 because 30 dead trees were removed from the roadway, eight (8) more than what was originally quoted and were discovered while the work was being completed.

Mayor Butch Lee approved the removal of the additional trees after inspection of the area and to be consistent with the safety work being performed.

ATTACHMENTS:

- D.A.T.S. Tree Work Service Invoice



returns





Adams 5840

Invoice

[illegible]



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 08/05/2024
SUBJECT: LANDSCAPE SERVICES

Consideration to approve pruning and cleanup services as a professional services contract to Murphy's Lawn and Landscape, Inc. in the amount of \$7,932.50 along the north side of Highway 80 between Stonegate Drive and corner of Lakebend Condo's fence.

ATTACHMENTS:

1. Est_14637_from_Murphys_Lawn__Landscape_Inc._10636

Murphy's Lawn & Landscape, Inc.

P.O. Box 2342
Brandon, MS 39043

Estimate

Date	Estimate #
8/5/2024	14637

Name / Address
City of Brandon Attention: Mayor Lee

Description	Qty	Cost	Total
To provide pruning and cleanup services along North side of Highway 80 between Stonegate Drive and corner of Lakebend Condo's fence. Tree canopies are to be lifted, and the overgrown drainage ditch below tree line will be trimmed back as well.	1	7,982.50	7,982.50
Total		\$7,982.50	

Customer Signature _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 08/02/2024
SUBJECT: MANHOLE INSPECTIONS

Consideration of a quote for manhole inspection at various locations within the City from Core & Main in the amount of \$7,685.00.

ATTACHMENTS:

1. Brandon MS Manhole Inspection_Brandon_MS_Bid#_3629662



Bid Proposal for Brandon, MS Manhole Inspection

CITY OF BRANDON**Job Location:** Brandon, MS**Bid Date:** 12/31/2024**Core & Main** 3629662**Core & Main**

1830 Craig Park CT

St Louis, MO 63146

Phone: 9999999999**Fax:** 9999999999

Seq#	Qty	Description	Units	Price	Ext Price
10		DAILY LABOR RATE-MANHOLE INSPECTIONS			
20	1	AMS MOBILIZATION	EA	1,684.94	1,684.94
30	1	MANHOLE INSPECTION/SURVEY	EA	0.00	0.00
40	6	DAILY LABOR FOR FIELD HAND	DAY	1,000.01	6,000.06
				SUBTOTAL	7,685.00
				Sub Total	7,685.00
				Tax	0.00
				Total	7,685.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/25/2024
SUBJECT: TOU SWEEPS WITH LIVE NATION

Consideration to give Live Nation permission to make periodic requests for "Terms of Use" (TOU) sweeps directly with Ticketmaster, in order to prevent scalping on the tickets at the Amphitheater.

ATTACHMENTS:

1. TOU Sweeps

Dear City of Brandon,

With the ongoing battle against scalpers purchasing tickets to shows, there are times if we see a high influx of purchases from out of state, that we will request for the venue to have Ticketmaster run a Terms of Use (TOU) sweep. This allows Ticketmaster to review a list of purchasers for a given event and identify any that have used false information to acquire tickets. Many of these violators do so with the intent of acquiring more tickets than the posted limit allows for. Usually known to the public as “bots”

Currently the process is that we have to go through each venue’s box office to make this request.

Ticketmaster now has a program called the Abuse Protection Team that will solely work on this process. Live Nation is building a team to be able to handle this directly with Ticketmaster’s Abuse Protection Team without having to go through multiple steps to get there.

Grace, in the box office, would be notified any time that Live Nation has submitted a request for the TOU sweep.

As we are asking of all of the venues we work in, we would like for the City of Brandon to allow Live Nation the permission to make the requests for these TOU sweeps directly with Ticketmaster.

Please note that these requests would only be made on a show-by-show basis only when we see that scalping appears to be a major issue.

Please let us know if you have any additional questions.

Thank you



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 07/31/2024
SUBJECT: MAGIC OF LIGHTS CONTRACT

Consideration to approve a professional services Limited License Agreement with Fun Guys, LLC. re: Magic of Lights 2024.

ATTACHMENTS:

1. FunGuys MOL Brandon MS Brandon Amphitheater License Agreement Rental 2024 Event Execution Version 8-1-24

LIMITED LICENSE AGREEMENT

THIS LIMITED LICENSE AGREEMENT (this “**Agreement**”) is made this 1 day of July, 2024 (the “**Effective Date**”) between The City of Brandon, Mississippi (“**Licensor**”) as licensor of the facility located at and commonly known as: Brandon Amphitheater, 8190 Rock Way {off Boyce Thompson Drive}, Brandon, MS 39042 (the “**Venue**” or “**Property**”), and FunGuys, LLC, an Ohio limited liability company, 13211 Pleasant Valley Rd, Woodstock, IL 60098 (“**Licensee**”), as licensee of the Property. Licensor and Licensee are each referred to hereinafter individually as a “**Party**”, and collectively as the “**Parties**.”

RECITALS:

WHEREAS, Licensor is the legal owner, tenant or licensee of the Property with sub-licensing rights;

WHEREAS, the Venue is an outdoor amphitheater located in Brandon, MS. The Event Area where the Event will take place is located within the Property (“**Event Area**”);

WHEREAS, Licensee desires to use the Event Area on a temporary basis during the Term of this Agreement for the purposes set forth herein, and Licensor desires to license the Event Area to Licensee (the “**License**”);

WHEREAS, Licensee is the owner and operator of the drive-through holiday lights display show, including without limitation, all rights related to the intellectual property related thereto, known as Magic of Lights® (the “**Event**”); and

WHEREAS, Licensee and Licensor desire to enter into an Agreement in order for Licensee to present the Magic of Lights Event within the Event Area to be used for ticketed recreational viewing purposes with associated features.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

- 1. EVENT.** The Event will consist of animated and static-lighted holiday displays (the “**Displays**”) arranged along an approximate one-to-two-mile course through the Property in the Event Area as shown on the site map (“**Site Map**”), attached hereto as **Exhibit A**, and incorporated herein for all purposes. Licensee will transport and provide the Magic of Lights Displays, and certain equipment and supplies related thereto for the Event. Licensor and Licensee will collaborate and approve course layout and placement of Displays throughout the Event Area. Additionally, subject to the mutual approval of the parties, the Site Map area may also include an Event holiday village comprised of various other activities, including for example, sales related to food and beverage, merchandise, photos, etc. As more particularly set forth herein in Sections 5(b-c), Licensor has agreed to reasonably provide a total of eight (8) production labor workers (“**Workers**”, as defined below) and equipment (“**Equipment**” as defined below) at no additional charge to Licensee. Licensor will make such Workers and Equipment available for the efficient operation of the Event. The Workers and Equipment will be available for the installation and dismantling of the Displays. Licensee will further collaborate with Licensor to plan and

provide all local Event front-of-house operations crews, including a front of house manager, as agreed upon by the Parties, including all related costs.

2. RUN DATES.

(a) The Event opening to the public will begin on November 22, 2024 and run until the last date of the Event on January 5, 2025 (collectively, the “**Run Dates**”), which Run Dates will include all weekdays, weekends and holidays. The Event will be open to the public daily from approximately 5:00 PM to 10:00 PM daily (if there are long lines, the closing time frame may be extended for a reasonable period of time to accommodate the patrons).

(b) The Parties mutually shall agree on the dates for the move in and move out by Licensee for the purpose of setting up and loading out the Event within the Event Area of the Property. The Parties agree that setting up (load in) shall begin on or about October 1, 2024 and load out shall be completed by January 31, 2025. The Run Dates schedule (the “**Schedule**”), including applicable move-in dates, shall be agreed upon by the Parties in writing and attached hereto as **Exhibit B**, which exhibit is by this reference incorporated herein for all purposes. Except for any Force Majeure Occurrence, and except where matters of health, safety and welfare of Event attendees is at issue Licensor shall not unreasonably: (i) delay the start of the Event, (ii) cancel certain Run Dates, or (iii) cause an early termination of the Event.

3. TERM. The term of this Agreement shall be for a period of one (1) year for an Event to be produced and presented at the Property beginning on the dates set forth above in Section 2(a) (the “**Term**”), with the Event commencing on the Effective Date and continuing through load out by no later than January 31, 2025, or such additional period of time thereafter mutually agreed by the Parties to complete the tear down and cleanup of the Event. Notwithstanding anything herein to the contrary, Licensee shall conclude the load out in its entirety and exit the Property by no later than January 31, 2025 (“**Event End Date**”).

4. ACCESS. During the Term, Licensee will have access to the Event Area a minimum of twenty-eight (28) days prior to the beginning of the Run Dates for setup of the Event, and a minimum of twenty-one (21) days after the close of the Event, and subject to the Event End Date, such additional period of time thereafter that is reasonably necessary for the Licensee to complete the tear down and cleanup of the Event. Licensor agrees that neither it, nor its agents or contractors, will unreasonably interfere with Licensee’s activities and access during the setup and teardown periods of the Event.

5. FINANCIAL TERMS AND OTHER CONDITIONS. Other than as specifically set forth herein, the Parties agree that Licensee shall assume 100% of the financial risk associated with the production and presentation of the Event, and shall be entitled to 100% of all Event Revenues related thereto, as defined herein, subject to the following terms and conditions:

“**Event Revenues**” are all revenues associated with the Event and may include but are not limited to: all net proceeds from ticket sales; ticketing rebates or allowances, service and handling charges; facility fees; local sponsorships; VIP and upgrade revenues; retail product sales; exhibitor fees; vendor fees; booth fees; merchandise sales; proceeds from concessions sold for the Event; royalties; other fees and commissions paid to the Event; and revenues from other ancillary or adjunct events that are associated with the Event regardless of when accrued or received.

- a. **License Fee; Base Amount Calculation.** Licensee will pay a License Fee to Licensor as described hereafter. Licensee will sell tickets for the Event to the viewing public at a rate per ticket to be determined by Licensee. Licensee will not be obligated to pay any License Fee to Licensor related to the ticket revenues generated from the sale of the first 20,000 tickets sold to the Event (hereafter the “**Base Amount**”). However, should Licensee sell more than 20,000 tickets to the Event, the Parties agree as follows: For each ticket sold thereafter, if any, Licensee agrees to pay Licensor the sum of Four Dollars and Fifty Cents (\$4.50) per ticket above the Base Amount. By way of example, if 25,000 tickets are sold to the Event, Licensee agrees to pay a License Fee to Licensor in the amount of \$22,500 calculated as \$4.50 times 5,000 tickets sold above 20,000; if 30,000 tickets are sold to the Event, Licensee agrees to pay Licensor the sum of \$45,000 calculated as \$4.50 times 10,000 tickets sold above 20,000. Licensee shall provide Licensor with a report of ticket sales by date as requested by Licensor (the “**Ticket Audit Sales Report**”). Beginning with the sale of any tickets beyond the sale of 20,000 (i.e., beginning with ticket sale number 20,001), compensation to Licensor under the terms hereof shall be paid by Licensee on a bi-weekly basis (i.e., payment every two weeks). Each payment by Licensee to Licensor shall include a preliminary settlement sheet (each a “**Settlement Sheet**”) that will include the total of Event to-date ticket sales, broken down by Event date, the calculated amount due and shall include a certification by the Licensee, that the amount reflected in each Settlement Sheet is a true and correct report of all sums due and owing by Licensee to Licensor as determined by the Ticket Sales Report. In the event Licensee fails to pay Licensor as provided herein and following notice from Licensor to Licensee providing Licensee with a reasonable opportunity to cure within three (3) business days, the Licensor reserves the right to cancel Event dates following, until Licensor is paid in full for all sums due to such point. Licensee agrees to make available all books, records and accounts related to Event ticket sales by any professional determined by Licensee to confirm the correctness of payments due Licensor hereunder. Any final payment due to Licensor by Licensee of the applicable License Fee shall be made by no later than January 31, 2025.
- b. **Village.** The Parties agree that Licensee will pay Licensor a one-time payment in the amount of Two Thousand Five Hundred Dollars (\$2,500) for Licensee’s use of the Amphitheater in order for Licensee to set up, staff, manage and operate the Village within the Property relative to the services and activities that will be provided by Licensee within the Village during the Event. The Parties agree that Licensor’s concessionaire, Event Concessions, Inc., will be utilized for the Village concessions. Licensor will provide Licensee with vendor information for cleaning services. Licensee will then contract with the applicable cleaning services company and will pay for those services as a part of the Event.
- c. **Equipment.** In addition to the License granted by Licensor to Licensee for the use of the Property to produce the Event, Licensor will reasonably provide at no additional cost to Licensee, the equipment generally described on Exhibit C attached hereto and incorporated herein for all purposes (“**Equipment**”). Licensor represents and agrees that such Equipment will be in good working order and condition. Licensee shall not permit the operation of any such equipment in contravention of Licensor’s insurance requirements to the extent any such insurance requirements are provided in writing by Licensor to Licensee. Licensee shall not use the Equipment in any respect outside of the Event area without express permission of the Licensor.

d. **Event Labor.**

- (i) **Licensor Workers.** At no cost to Licensee, Licensor has agreed to reasonably provide a total of eight (8) production labor workers for the setup and removal of the Event (hereafter collectively, the “**Workers**”). These Workers will be available to assist Licensee’s staff in the installation and subsequent removal of the Event equipment. Licensor understands and acknowledges that the Workers must be capable of doing light construction, assembly, loading and unloading activities outdoors. Each of the Workers will work with the Licensee operations team for approximately 21 days (i.e., other than two workers who will be needed for approximately 28 days) for the installation of the Event Displays and related Event equipment and materials and restoration of the Property site following the Event. The specific hourly work schedules, the days and hours of work and the number of these Workers required for each day are estimates but will be specified closer to the dates when the Event will be installed at the Property and as may be necessitated by the progress of the production work as same may be affected by weather, availability of supplies and equipment or by other factors. The local crew shall consist exclusively of Licensor employees and to the extent permitted by law, their activities shall not be covered under Licensee’s worker’s compensation insurance but rather, under Licensor’s worker’s compensation insurance. The Workers will be required to comply with Licensee’s reasonable safety procedures, including the use of appropriate personal protective equipment and proper attire requirements as determined by Licensee.
- (ii) **Front of House Crew.** In addition to the Workers, Licensor, at no cost to Licensor, will use reasonable efforts to try to locate additional support personnel as requested by Licensee to assist Licensee with its front of house (“**FOH**”) staffing needs for the Event (“**FOH Crew**”). Licensor shall have no involvement with the terms of any employment of the FOH Crew by Licensee. Licensor has however provided the name of a company that Licensee may contact directly for this purpose.
- e. **Hotel Accommodations.** Licensor, at no additional cost to Licensor, will assist Licensee in locating economical hotel accommodations. Licensor does not warrant any lodging business in this respect and shall not be responsible for any events or circumstances related thereto. Licensor will use its best efforts to communicate with Licensee no later than fourteen (14) days following the signing of this Agreement with recommendations and contact information for this purpose.
- f. **Site Storage.** Licensor will use good faith efforts to provide site storage within the Property or contiguous thereto for storage of Licensee’s semi-trailers during the Event (the “**Site Storage**”). Licensor shall not be responsible for any loss, cost and/or expense incurred by Licensee with respect to any damage, vandalism, loss or other event, casualty or otherwise, occurring with respect to the use of Licensor’s Property for Site Storage.

6. **GENERAL EVENT MANAGEMENT RESPONSIBILITIES.**

a. **Promotional Responsibilities:**

- i. Licensee Responsibilities. Licensee bears the responsibilities for the promotion, production and management of the Event.
- ii. Advertising, Marketing and Promotions. To the extent not in conflict with any agreement otherwise, Licensor, in its sole discretion and at no additional cost to Licensor, will assist Licensee in the promotion of the Event to the public.
- iii. Sponsorships. Licensor in its sole discretion, and at no additional expense to Licensor, will assist Licensee as may be feasible with sponsorship sales. To the extent that Licensor provides substantive leads and contact information for the sale of any local sponsorships, and Licensee is able to close any such sponsorship arrangements, Licensor will be entitled to the payment of a sponsorship sales commission as more particularly set forth in Section 7(b) below. Licensee acknowledges that Licensor has in place certain sponsorship agreements in relation to the Brandon Amphitheater and nothing herein shall require or otherwise permit any sponsorship in violation of any such agreements. The matter of Licensor's interest in any payment in relation to the sale of any sponsorship shall be determined prior to the inclusion of any such sponsor in any Event advertising, signage or otherwise, promotion, etc. All sponsorship payments to Licensor shall be made within five (5) business days after such funds are received by Licensee.
- iv. Course Layout/Display Placement. Licensee will collaborate with Licensor to determine course layout and placement of displays throughout the Event Area. Licensee shall make such adjustments as reasonably requested by Licensor, taking into consideration the impact to Licensor's infrastructure and improvements. Licensor authorizes Licensee to attach displays to existing and temporary structures in the Event Area, subject to Property capabilities and prior written approval from Licensor, which approval may be denied by Licensor in its sole discretion, including with respect to buildings, fences, poles, trees, in yards and gardens, and in and on any other structure or object, as is reasonable, and which will not damage or interfere with the integrity of the object, the safety of the facility, agreements with landlords or licensors, or the smooth operation of the Event Area.
- v. Equipment. As set forth in Section 5(b), including Exhibit C, Licensor will reasonably provide certain equipment and similar production assets, as agreed by Licensee and Licensor. In addition, Licensor shall provide at no cost to the Event, and where applicable, all normally available facilities and equipment located at the Property, including but not limited to, public buildings, parking lots, storage areas, festival grounds and other buildings that can be reasonably employed in the production and presentation of the Event; fencing, traffic control equipment and systems; security equipment and systems; radios; permanent and portable lights; water hookups; gate equipment; signs, marquees and information displays; heaters, fans and air-conditioning; electrical service, shore power, cables, reasonably accessible and usable power panels, and generators; and, available machinery and equipment, including skid steers, forklifts, loaders, telehandlers, golf carts and other tools. All equipment shall be operated by approved, qualified, and, as applicable, licensed operators. Licensee shall return

all equipment to Licensor in its original condition, less reasonable wear and tear. Licensee shall be responsible for any damage and/or injury resulting from the use thereof.

- vi. **Ticket Operations.** All ticket sales for the Event shall be conducted by Licensee. All ticket sales and admissions/redemptions will occur on equipment provided by Licensee using its ticketing platform and related resources. Licensor will provide its box office facilities, including available ticket booth, offices, cash control facilities, etc.; however, the actual ticket selling and ticket taking operations will occur only on equipment provided to Licensor by Licensee for use by Licensor's FOH crew. All ticket sales shall be subject to applicable taxes and ticket service fees. Licensee shall be responsible for paying all required sales and other taxes to the State of Mississippi Department of Revenue related to the Event. Licensee shall be solely responsible for the collection of payments at the entrance of the Event for customers wanting to purchase tickets at the gate. Licensee shall provide Licensor with daily sales reports in the form of a Ticket Audit Sales Report, as defined above. NO CITY EMPLOYEES SHALL RECEIVE OR ACCEPT ANY REVENUE IN RELATION TO THE EVENT.
- vii. **Cash Management Controls.** Licensee shall provide cash management and controls for all Event revenues collected by Licensee and its designated agent.
- viii. **Maintenance and Cleanup.** At the conclusion of the Event, Licensee will be responsible for the cleaning of any areas within the Event Area used during the Event including set-up and removal of the Event, such as for example, the display areas, production areas, parking areas, the roadway course, festival areas and other areas. The Parties will mutually certify that clean-up has been satisfactorily completed before Licensee vacates the Event Area at the end of the Term.

7. SPONSORSHIP.

- a. **Local Sponsorship Sales.** As noted above in Section 7(a)(iii), Licensor and Licensee are permitted to sell local sponsorships for the Event. Licensor and Licensee agree to work together in good faith to provide the benefits to sponsors as set forth in any applicable sponsorship agreements ("**Sponsorship Agreements**"). Licensor and Licensee further agree as follows: (i) Sponsorship Agreements for the Event shall be written, issued, and executed by Licensee; (ii) payments for such Sponsorship Agreements shall be remitted to Licensee, and (iii) all Sponsorship Agreements are subject to the approval of Licensor, in its sole discretion, including applicable benefits related thereto.
- b. **Sales Commission.** Subject to Section 7(a)(iii), Licensee and Licensor agree that a sales commission ("**Commission**") of 20% of net sponsor revenue from any applicable sponsorships related to Licensor's activities ("**Net Sponsor Revenue**"), shall be due to Licensor for each sponsorship for which payment is fully collected. "Net Sponsor Revenue" is defined as the gross amount collected for each sponsorship sold, less any out-of-pocket costs related to the activation and fulfillment of that sponsorship.

8. **SETTLEMENT.** Licensee shall pay Licensor any sums due to Licensor pursuant to Sections 5(a), 6(a)(ii) and 7(b).
9. **CONFIDENTIALITY.** During the term of this Agreement, the Parties hereto and their respective elected or appointed officials, officers, directors, shareholders, managers, members, partners, employees, agents, contractors and representatives may gain access or be exposed to certain confidential and proprietary information relating to the business of the other Party or their respective affiliates. Except for disclosure (i) authorized by the express prior consent of such other Party, (ii) to such Party's attorneys or financial advisors as may be necessary to allow for effective legal, financial or tax representation of such Party's interest, (iii) as required by the Mississippi Public Records Act of 1983 or (iv) as required pursuant to any legal proceeding after prior written notice to the other Party, such Party agrees, for itself and its elected or appointed officials, officers, directors, shareholders, managers, members, partners, contractors, employees, agents and representatives, that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of the other Party. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement, including any Renewal Term, and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of proving inadequacy of legal remedies and without proving that such party or any of its affiliates or any of their respective elected or appointed officials, officers, directors, shareholders, members, partners, contractors, employees, agents, or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation. The Licensee acknowledges that the Licensor is a governmental entity of the State of Mississippi and accordingly is subject to the provisions of the Mississippi Public Records Act of 1983 and accordingly, that this Agreement must be approved and spread on the Minutes of the governing authority and by application, this Agreement shall not be confidential. Any press release announcing this Agreement or the Event is subject to Licensee's and Licensor's separate prior written approvals. The Parties agree to work together in good faith relative to any such press releases.
10. **EXCLUSIVE USE.**
- a. Licensee will have the exclusive right to use the Event Area during the Run Dates for the Permitted Use (as defined below). Licensor shall not use or permit any other party to use the Event Area during the Term without the prior written approval of Licensee. Such exclusive right shall not impair or affect Licensor's ability to access the Event Area at any time for any reason in its sole discretion, provided that any such access will not unreasonably interfere with the Event, except where matters of health, safety and welfare of Event attendees is at issue.
 - b. Licensor agrees that it will not produce, host or otherwise permit any other holiday lights display show attraction on the Property or Event Area for a period of ninety (90) days before the first Run Date and ninety (90) days after the first Run Date.
11. **PERMITTED USE.** Licensee will have the right to use the Event Area for the Event in the following manner (the "Permitted Use").
- a. The Event will be placed along a roadway course, approximately one to two miles in length within the Event Area, to be used by motor vehicles and for the purpose of viewing the Event, which will include

Displays placed at intervals along the course as determined by Licensee. All applicable roads, paths and trails, and open spaces within the Event Area will be reserved exclusively for the Event.

b. Subject to the conditions defined herein, Licensee and Licensor may mutually agree to install or operate other attractions within the Event Area in addition to the Displays of the Event along the roadway course, including but not limited to, a performance stage, festival area, a concession vending area, souvenir merchandise sales, holiday retail market, sponsor and exhibitor booths, petting zoo, photo booths, ice sculptures, etc.

c. For the purposes of producing the Event within the Event Area, Licensee requires the use of any necessary parking, delivery, staging, holding, access, traffic control, ticket selling, ticket taking, sponsor activation, VIP function, and other viewing, production and activation areas, and any additional areas of the Property and its existing facilities, as determined by Licensee which Licensor will reasonably endeavor to provide in good faith as required for the optimal production of the Event.

d. The Event Area will be open for Event production vehicles, personnel and equipment prior to, during, and after the Event for set-up, maintenance and rearrangement, and for removal of the Event as needed.

e. Installation of sponsorship signage, Displays and activations on or about the Event Area shall be subject to the mutual approval of the Parties.

f. Licensor represents that the spectators will be permitted reasonable access to the Event Area, pursuant to security and crowd control measures as mutually established by Licensor and Licensee.

g. All Displays will remain in the Event Area throughout the duration of the Event. Each Display shall remain where originally installed and shall not be moved without the mutual consent of Licensor and Licensee. Licensee shall be solely responsible for all displays and its equipment utilized in the Event.

12. SITE REQUIREMENTS.

a. Licensor represents that it will coordinate with Licensee as follows: (i) the Event Area will be made available as scheduled for access by the Licensee for Event setup, and (ii) the Event Area and all associated approaches and exits shall be fully prepared as hereafter described:

i. At Licensee's expense, Licensor will prepare the Event Area, to the extent reasonably required for the Event, including minor brush removal, mowing, snow removal or ground leveling at each Display location, for the installation and placement of the Event and its various components, at the direction of Licensee. In addition, Licensor shall maintain all portions of the course free of obstacles and hazards, such as for example, snow, leaves, or debris, as needed, to keep the course passable by automobiles at all times during the Event.

ii. Licensee and Licensor will mutually approve all Display installations and locations.

- iii. Licensors will provide adequate quantity of parking areas during the Run Dates.

Failure of Licensors to deliver the Event Area as required above shall be a default of this Agreement by the Licensors, and following written notice from Licensee to Licensors identifying such default with specificity and providing Licensors with a five (5) day opportunity to cure such breach (or such lesser period of time depending on the circumstances relative to the applicable Event dates impacted by any such breach), Licensee's sole recourse in the event of Licensors' failure in this respect is to cancel the Event without any further obligations by Licensee to Licensors.

- b. Licensors represent and warrant that the Event Area and Property will operate within reasonable parameters in a physical condition required for the production of the Event as described by Licensee, including during Event installation and removal, during seasonal conditions, as well as during inclement weather conditions, and that Licensors will undertake in a timely manner any reasonably necessary measures to repair, maintain or otherwise adapt the Event Area and Property, including plowing, mowing, snow removal, road repairs, parking lot repairs and maintenance, electrical service, maintenance and repairs and any other similar measures, to allow for the normal operation of the Event for each of the Run Dates. Time is of the essence for Licensors to comply with the above obligations.

13. SERVICE TERMS.

- a. Other than those items specifically provided by Licensors for the production and operation of the Event, Licensee shall furnish or provide materials for the Event and for Licensee's personnel (including by way of example, Displays, generators, construction and other related equipment and supplies, inventory, uniforms, communications equipment, etc.) and other items necessary to perform the Licensee's obligations pursuant to this Agreement (the "**Materials**").
- b. Licensee shall at all times retain ownership of all such Materials, and be entitled to remove them and transport such Materials following the Event. Licensors shall not be responsible for any loss, vandalism or other damage to any such Materials.
- c. Upon the expiration or earlier termination of this Agreement, Licensee shall promptly remove all Materials from the Property, unless the Parties have hereafter mutually agreed that such Materials are to be stored on the Property for Events to be conducted in the future. In the event that conditions beyond the reasonable control of Licensee make the timely removal impossible or impracticable for a period of time, Licensors and Licensee shall work together in good faith to make alternate arrangements that accommodate the conditions causing the delay. Without the Licensors' agreement otherwise, which shall be in the sole discretion of the Licensors, no Materials shall remain on the Property after the removal deadline which in any way interferes with Licensors' use of the Property.
- d. Licensee is, and shall be for all purposes, an independent contractor and not a joint employer, agent, or employee of Licensors. Other than the specific, limited authority to assign and monitor Event specific projects, Licensors shall have no control over the performance of Licensee's personnel. Licensee's personnel are not subject to personnel policies and procedures covering Licensors' employees or

contractors. All of Licensee's personnel will report directly to Licensee's operation managers, who in turn will be responsible for their supervision. Any request by Licensor regarding the placement or conduct of Licensee's personnel shall be made to Licensee's managers, who will be responsible for the satisfaction of such requests to the extent not inconsistent with this Agreement. Licensee shall have no oversight and/or control of any employee of the Licensor. Any request by Licensee regarding the placement or conduct of Licensor's personnel shall be made to Licensor's representative, who in the sole discretion of the Licensor will be responsible for responding to such requests.

- e. Licensee's personnel shall be admitted to the Property at all times during the setup, operation and removal of the Event during the Term in such numbers as Licensee may reasonably require for conducting its operations. Licensee will ensure that its personnel comply with Licensor's guidelines regarding Property access and any recording restrictions.

14. LEGAL REQUIREMENTS AND STANDARDS. Without in any way limiting any other term or provision of this Agreement or any obligation of the Parties hereto, the Parties represent and covenant that they shall do or cause to be done all of the following:

- a. Perform its activities under this Agreement in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations applicable to that Party's services or obligations, including but not limited to, complying with the Fair Labor Standards Act, Americans with Disability Act, and antidiscrimination laws.
- b. Obtain, maintain and comply with those licenses, permits and approvals from any governmental authority that may be required to enable either Party to perform its Services and other obligations under this Agreement.

15. FORCE MAJEURE. The failure of any Party hereto to comply with the terms and conditions hereof because of a Force Majeure Occurrence, as hereafter defined, 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, pandemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a Party that makes execution of this Agreement impossible or impracticable. Each Party shall be relieved of its obligations hereunder with respect to the performance so prevented by a Force Majeure Occurrence, unless and until the Force Majeure Occurrence ends or is reasonably resolved.

16. INDEMNITY.

- a. Licensee Indemnity. To the fullest extent permitted by law, Licensee expressly agrees to indemnify, defend and hold harmless the City of Brandon, MS and its elected officials, officers, directors, employees, agents and vendors (the "**Licensor Parties**") from and against any and all claims, citations, penalties or other loss arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities, including reasonable attorneys' fees, for loss, damage or injury to persons or property of whatever kind or nature arising from the acts or omissions of Licensee, its parents,

partners, affiliates, subsidiaries, successors or assigns and each of their respective agents, employees, workers, representatives, vendors and contractors (hereafter collectively, “**Claims**”).

- b. Performance Bond. Licensee shall provide a Performance Bond in favor of Licensor up to the amount of \$25,000 toward the amount, if any, attributable to the License Fee under Section 5(a) or with respect to any other sums due to Licensor from Licensee under the terms of this Agreement.
- c. Survival. The indemnification obligations set forth in this Section 16 shall survive the expiration or earlier termination of this Agreement.

17. INSURANCE.

- a. Licensee’s Obligations. Licensee will obtain and keep in full force and effect during the Term of this Agreement, Commercial General Liability insurance from companies authorized to do business in the state of Mississippi with an insurance rating of “A-XII” or better, satisfactory to Licensor, in minimum amounts of \$1,000,000 each occurrence for Bodily Injury, Personal Injury or Property Damage Liability, with a General Aggregate limit of \$2,000,000 with coverage to include Contractual Liability, with respect to the operations of the Named Insured, Independent Contractors, Premises Liability, and Products/Completed Operations Liability. Auto Liability (including Hired and Non-Owned Vehicles) shall be provided with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Licensee shall further keep and maintain in full force and effect, Worker’s Compensation insurance, including Employers Liability with limits of \$1,000,000 each accident, \$1,000,000 each person for disease. Licensee shall also provide a \$4,000,000 per occurrence and aggregate Umbrella insurance policy with coverage no less broad than the primary policies including Commercial General Liability, Employers Liability and Automobile Liability. Licensee shall keep and maintain in full force and effect during the Term of this Agreement, for the benefit of Licensor, All Risk property insurance for the full replacement value of all of Licensee’s equipment, furnishings, materials and other property owned, rented or brought into the Event Area by Licensee, or its sub-contractors. Certificates of Insurance evidencing the same will be furnished to Licensor prior to the commencement of Licensee’s usage. In the event of a cancellation of, non-renewal or material adverse change to Licensee’s insurance, Licensee agrees to provide not less than thirty (30) days’ prior written notice thereof to Licensor. Such Certificates will list the Licensor Parties as additional insureds (other than Worker’s Compensation) as respects the liabilities assumed herein by Licensee. All policies are to contain a Waiver of Subrogation in favor of Licensor. Licensee’s insurance shall be primary and non-contributory as to Licensor and all Additional Insureds for any and all Claims to the extent of the liability assumed under this Agreement by Licensee. Licensee’s commercial general liability insurance shall cover the use of Licensor’s equipment by Licensee.
- b. Licensor’s Obligations. Licensor is a member of the Mississippi Municipal Liability Plan and will remain a member of such during the Term of this Agreement. Licensor shall, to the extent required by law, maintain worker’s compensation insurance for its employees. In its discretion, Licensor will maintain casualty (property) insurance with respect to its equipment.

- 18. LICENSES AND OTHER PERMITS**. Licensee agrees to obtain all permits, licenses or other approvals from federal, state or provincial, and local authorities necessary for the promotion, presentation and operation of the Event

that is the subject of this Agreement. At no cost to Licensor, it will reasonably cooperate with Licensee in this effort.

19. OWNERSHIP. Licensor agrees that at all times, all Displays, equipment, supplies, and any other Materials provided by Licensee, its lessors or contractors for the Event (collectively, the “**Displays**”), no matter if free standing, or if attached in any way to the Property or to any of its structures or objects in the Event Area, shall remain the sole property of Licensee and its lessors or contractors. Licensor agrees that at no time, by act or omission of the Licensor, or by negligence on the part of the Licensor, shall ownership or control of any Displays and other Event Materials be assigned, assumed, forfeited or otherwise transferred, for any reason whatsoever, to any other party, no matter the circumstances. If the Event Area, Property or Licensor is subject to any claim, lien, levy or charge or legal process which would seek to determine, change or test Licensee’s rights of possession of the Displays, Licensor shall immediately notify Licensee. If the Event Area, Property or Licensor is subject to any act of forfeiture of deed, title, lease or other rights that would affect Licensee’s control or possession of the Displays, Licensor agrees that Licensee may dismantle the Displays immediately and remove them from the Property, and Licensor shall forfeit all rights in this Agreement. Any such actions against Licensor shall constitute a default under this Agreement. In that event, Licensee shall be entitled to pursue all legal and equitable remedies under applicable law relative to its ownership rights to the Displays and related Event Materials.

20. INTELLECTUAL PROPERTY.

- a. Each Party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property, including the goodwill applicable thereto, as they may exist or may hereafter be modified by such Party (each Party’s “**Marks**”). Each Party acknowledges that its use of the other Party’s Marks inures to the benefit of the Party owning such Marks, including any goodwill, and that neither Party will acquire any ownership in the other Party’s Marks as a result of this Agreement. Neither Party shall use the other Party’s Marks or allow any other Party to use the other’s Marks in any manner not specifically granted in writing by the owner of such Marks prior to use. If permission is so granted, then the Marks shall be used only in the format in accordance with the specifications provided by the Party granting such use from time to time, unless approval to modify the Marks is expressly granted by the owner of such Marks. All materials using a Party’s Marks must be pre-approved by the Party owning such Marks. Either Party may monitor and object to any unauthorized use of the other Party’s Marks, and such Party agrees that, upon notice from the other Party of any such unauthorized use, such Party shall immediately cease such unauthorized use of the other Party’s Marks. Failure to immediately cease such unauthorized use shall constitute a material breach of this Agreement. Any authorized use by a Party of the other Party’s Marks shall be under license from such Party for the limited purposes permitted herein in accordance with the terms set forth in this Agreement.
- b. Notwithstanding anything to the contrary contained herein, Licensor acknowledges and agrees that Licensee shall be entitled to exclusively take photographs, videos or other media of the Event, including without limitation, the use of the Materials, Displays, other equipment setup for the

purposes of the Event, as well as, conduct interviews of patrons attending the Event (collectively, the **"Onsite IP Materials"**). Licensee shall at all times be the owner of the Onsite IP Materials for all purposes. Licensee shall be responsible for obtaining and paying all required rights and clearances that may be necessary in connection with the Onsite IP Materials, including without limitation releases from any person(s) depicted therein, as well as licenses from applicable publishers, record labels, public performance organizations and any other third-party rights holders. Licensee will be responsible for all costs associated with Onsite IP Materials, including without limitation, equipment, set-up/load-in, security, office space, equipment and labor. Licensee represents, warrants and covenants that the Onsite IP Materials and the exploitation of such Onsite IP Materials shall not include any disparaging remarks, comments or actions about or toward the Licensor Parties.

21. APPROVALS.

- a. All uses of the names, marks, images, logos, descriptions and all other intellectual property (collectively, **"IP"**) of the Event, including without limitation, the Licensee's federally registered service mark, Magic of Lights, Licensee's affiliated Event logo, the names and marks of any third parties that have licensed their IP for use within the Event, and the name FunGuys, LLC for the purpose of publicizing or promotion of the Event shall be subject to the approval of Licensee, such approval not to be unreasonably withheld.
- b. Subject to subsection 23(a), all artworks, renderings, representations, descriptions, video, audio, animations or other media, if any, created by the Licensor for the purpose of publicizing or promoting the Event, whether publicly or privately, must be mutually approved by the Parties in advance of its use.
- c. If Licensor is involved with any marketing, promotion, or publicizing of the Event, all such plans and activity must be approved in advance by Licensee, including all placements, schedules, costs, advertisements, imagery and artwork.
- d. Licensor and Licensee will mutually agree on the course layout for the Event, including all entrance lanes placements, route, display locations and set ups, signage locations, and all other site plan issues.
- e. Licensor and Licensee will confer on the operations plan for the Event, including all days and hours of operation, crew placement, crew levels, crew hours, crew costs, Event managers plan, Event operations supervisors plan, emergency plans, and all other plans and arrangements for the daily operation of the Event; with the understanding that final decision making shall be that of the Licensee.

22. MERCHANDISE, CONCESSIONS AND OTHER SALES. Subject to Property capabilities, Licensor will provide adequate space in the Event Area for the reasonable operation of Licensee's merchandise sales program including access to selling stalls and spaces, utilities, walkways and other resources. Merchandise and concessions items offered for sale will be determined by Licensee. All sales methods and systems shall be determined by Licensee.

23. MISCELLANEOUS PROVISIONS.

- a. Assignment. This Agreement or any part hereof will not be transferred, conveyed or assigned by either without the prior written consent of the other Party.
- b. Entire Agreement; No Other Representations. This Agreement and Exhibits sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, between the Parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties. This Agreement may not be amended, modified or revised except by a written instrument executed by the Party against which enforcement of the amendment or revision is asserted.
- c. Notice of Default. In the event of a material breach of this Agreement, the non-breaching Party shall provide written notice to the other Party specifying the alleged breach and providing such Party with the opportunity to cure such breach within ten (10) days from the date of receipt of written notice to correct or remedy such default, unless a shorter time period is required under the circumstances. If any material defaults are not cured within the time periods set forth in the preceding sentence, then the non-breaching Party has the right to terminate this Agreement and to exercise all other rights and remedies under law and in equity that the non-breaching Party may have pursuant to applicable law.
- d. Relationship of the Parties. The Parties are acting herein as independent contractors. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- e. Successors and Assigns. All of the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the Parties hereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.
- f. Survival. The terms and conditions of this Agreement shall survive the expiration or early termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.
- g. Applicable law. This Agreement shall be governed by and construed according to the laws of the state of Mississippi, without giving effect to its choice of law principles. Venue for any dispute arising under this Agreement shall be in the appropriate state court in Rankin County, Mississippi.
- h. No Waiver of Rights. If either Party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in this Agreement, it will not be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- i. 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.
- j. Notices. All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or

- equivalent, if available, return receipt requested, or by nationally recognized overnight courier for next day delivery, or by email (which shall also be confirmed on the same day that such email is sent with a writing sent by registered or certified mail or equivalent or by nationally recognized overnight courier for next day delivery), addressed or sent to the Parties at the addresses set forth herein with a copy, if to FunGuys, LLC, to the attention of its Senior Vice President/General Counsel: Louis J. Gurwitch at Louis.Gurwitch@familyentertainmentlive.com or to such other email address as either party may subsequently provide in writing to the other party.
- k. Good Faith Negotiations. The Parties agree that, should any difference of interpretation, or any other controversy or claim arise out of or relate to this Agreement or any exhibits, addenda or amendments hereto, or the breach hereof, the Parties shall immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
 - l. Counterparts. This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of such counterparts shall be deemed an original.
 - m. Attorneys' Fees. If either Party institutes an action or proceeding against the other to enforce the terms of this Agreement, then the prevailing Party in such action or proceeding will be entitled to recover from the other Party the reasonable attorneys' fees and costs incurred therein, to the extent permitted by law.
 - n. Headings. This Agreement and all of the words, terms, and provisions shall be construed in accordance with their usual and ordinary meanings, and not in favor of or against either Party. Headings are not a part of this Agreement but are only for convenience.
 - o. Further Assurances. Each Party to this Agreement, upon the request of any other Party to this Agreement, shall execute, acknowledge and deliver such further documents or instruments and perform such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Agreement. Each of the Parties certifies that the individual executing the Agreement on the Party's behalf is duly authorized to do so.
 - p. Equipment. The provisions of this Agreement notwithstanding, in performance under the Agreement, Licensor shall not be obligated or otherwise required to purchase (or rent) any item and/or equipment. It is intended that any item or equipment provided by Licensor under this Agreement shall be provided from existing inventory of Licensor.
 - q. Governmental Entity. The provisions of this Agreement notwithstanding, Licensee acknowledges that Licensor is a governmental entity of the State of Mississippi and has certain rights, and is entitled to certain protections, defenses, limitations (including limitations of liability), privileges and immunities as provided by MCA Section 11-46-1 et. seq. (1972, as amended) ("the Mississippi Tort Claims Act") and as otherwise provided by Mississippi law by virtue of its status as a public entity and that Licensor reserves, asserts, and maintains all such rights, protections, defenses, limitations (including limitations of liability), privileges and immunities in all respects.

{Signature Page to Follow}

ACCEPTED AND AGREED as of the date and year first above written.

CITY OF BRANDON, MISSISSIPPI

FUNGUYS, LLC

NAME:

KEN HUDGENS

TITLE:

TITLE: CEO

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

EXHIBIT A

SITE MAP



LICENSEE: _____

LICENSOR: _____

EXHIBIT B

SCHEDULE/RUN DATES

Move-In Tuesday, October 1, 2024 through Friday November 17, 2024*
Run Dates Friday November 22, 2024 through Sunday January 5, 2025
Move-Out Monday January 6, 2025 through no later than January 31, 2025

- During its move-in activities, Licensee will use its best, good faith efforts to work around any of Licensors' existing or previously scheduled activities.

LICENSEE: _____

LICENSOR: _____

EXHIBIT C

LICENSOR EQUIPMENT **

For Installation of Displays:

Arrival 10/1 by 8:00 AM (all equipment)

- (2) 7000lbs or 8000lbs enclosed cab extend reach telescoping and articulating forklifts
- (1) 45 articulating man-lift
- (1) 40 straight man lift
- (2) enclosed-cab Kubota- style 4 seat utility carts

Partial Return/Pick-Up 11/17:

- (1) forklift
- (1) Strait man lift
- (1) Kubota Style Cart

Delivery of the following section is to be confirmed:

- (10) 6500-watt generators w/ 3 way plugs out of the 30-amp breaker

Remainder of above to remain on site for run of show

For Removal of Displays:

Arrival for load out 1/6 by 8:00 am

- (1) forklift
- (1) Strait man lift
- (1) Kubota Style Cart

Return/Pick Up 1/31*:

All Equipment to be returned by no later than 1/31/25

****** The above Equipment will be provided by Licensor at no additional cost to Licensee. However, certain additional items (together, the **"Items"**, whether one or more) will also be provided by Licensor on a mutually agreed upon basis subject to the following procedure: Licensor will submit a written quote to Licensee for its review and approval (each, a **"Quote"**) describing the Item(s) and the proposed cost and Licensee shall have the right to approve the cost associated therewith. By way of example only, the Items may include the following: cement blocks, load-in/load-out weekend meals, portable toilets, fuel, etc. Once approved by Licensee, the parties will sign or initial each of the Quotes for use at the Event Settlement.

LICENSEE: _____

LICENSOR: _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 07/30/2024
SUBJECT: **BAKER, DONELSON INVOICE**

Consideration of approval of an invoice from Baker, Donelson, Bearman, Caldwell & Berkowitz, representing the East Metro Corridor Commission in the amount of \$1,428.00 (25% of the total invoice of \$5,712.00).

ATTACHMENTS:

1. BL_4536464_2946501

Honorable Butch Lee, Mayor-City of Brandon
1000 Municipal Drive
Brandon, MS

July 30, 2024
Invoice No. 9275415
Client.Matter: 2934056.000001
Payor: 2946501
Attorney: Jeff Wagner
Email: jwagner@bakerdonelson.com
Phone: 601.973.3610

Client: East Metro Corridor Commission
Matter: General Representation

Current Professional Services Rendered	\$ 5,712.00
Your Amount Due at 25.00% of \$5,712.00	<u>\$ 1,428.00</u>

Additional Payor's Totals:

East Metro Corridor Commission	0.00% of \$5,712.00	\$ 0.00
Michelle Denham, City Clerk - City of FI	25.00% of \$5,712.00	\$ 1,428.00
Rosa Beckett, Chief Executive Officer	25.00% of \$5,712.00	\$ 1,428.00
Ms. Kelly Scouten, City Clerk - City of	25.00% of \$5,712.00	\$ 1,428.00

PAYMENT OPTIONS | BAKER DONELSON'S PREFERRED PAYMENT METHOD IS ACH

ACH:		WIRE TRANSFER:		REMIT CHECK TO: Baker Donelson, 165 Madison Avenue, Suite 2000, Memphis, TN 38103 CREDIT CARD: BAKERDONELSON.COM/PAYMENT Please note that a processing fee is added to credit card payments. Baker Donelson does not receive any part of the processing fee. The fee is charged and collected by a 3 rd party processor to provide credit card processing services. No processing fee will be assessed on payments made by E-Check.
Bank:	First Horizon Bank	Bank:	First Horizon Bank	
ABA No.:	084000026	ABA No.:	084000026	
Beneficiary:	Baker, Donelson, Bearman, Caldwell & Berkowitz	Beneficiary:	Baker, Donelson, Bearman, Caldwell & Berkowitz	
Account No.:	00-9760288	Account No.:	00-9760288	
Reference No.:	9275415	Swift Code:	FTBMUS 44	
Contact:	MHazlerig@BakerDonelson.com	Reference No.:	9275415	

Please reference your Invoice No. 9275415 on your payment.

ITEMIZED FEES

DATE	TKPR	DESCRIPTION	RATE	HOURS	AMOUNT
06/04/24	DJW	Prepared for and participated in Commission meeting; worked on settlement issues and documents.	595.00	2.50	1,487.50
06/05/24	DJW	Worked on settlement issues; prepared request to Rankin County.	595.00	1.00	595.00
06/07/24	DJW	Worked on settlement; conferences with MDOT, Pickering, and contractor's attorney.	595.00	1.50	892.50
06/10/24	DJW	Reviewed and commented on proposed Settlement Agreement; conference with engineers re: closeout process; corresponded with attorney for Yates.	595.00	1.60	952.00
06/11/24	DJW	Worked on Settlement Agreement; conference with G. Rhoads re: same; coordinated settlement activities.	595.00	1.20	714.00
06/12/24	DJW	Worked on settlement with Yates.	595.00	1.50	892.50
06/28/24	DJW	Worked on scheduling issues.	595.00	0.30	178.50
TOTAL CURRENT FEES				9.60	\$ 5,712.00



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: GEORGINNA KEENUM
DATE: 07/25/2024
SUBJECT: AD IN MS TOUR GUIDE

Consideration to advertise in the 2025 Mississippi Tour Guide with a half-page ad in the amount of \$6000.00 plus \$500.00 for copy editing to promote tourism in the city.

ATTACHMENTS:

1. 2025 MS Tour Guide0001

2025 OFFICIAL MISSISSIPPI TOUR GUIDE


MISSISSIPPI
TOURISM ASSOCIATION



24 MILLION PEOPLE VISIT MISSISSIPPI EACH YEAR

Advertise in the 2025 Mississippi Tour Guide to make sure they know about your destination, lodging, casino, attraction, restaurant, boutique or experience.

WORKING HAND-IN-HAND

The 2025 Official Mississippi Tour Guide is a partnership of the Mississippi Tourism Association, Visit Mississippi and Compass Media.

Hello!

On behalf of the Mississippi Tourism Association, I am happy to introduce the sales and production process for our upcoming 2025 Official Mississippi Tour Guide.

For those new to MTA, the Mississippi Tourism Association was established in 1988 with a mission to unite all sectors of the tourism industry through advocacy, promotion and education. **The Mississippi Tour Guide** is produced under the direction of MTA and utilized by **Visit Mississippi** as the state's official tourism guide. For the **2025 Official Mississippi Tour Guide**, MTA has contracted with **Compass Media** as our publisher.

Tourism is the **4th largest** industry in Mississippi, employing more than **104,595** people. In fiscal year 2022, **24 MILLION** people visited Mississippi, generating more than **\$7.1 BILLION** in visitor spending.

Your investment in the guide is an excellent use of your marketing dollars. It is the state's most comprehensive guide and offers a highly targeted distribution to fulfill visitor requests. In addition to requests, the guide is also distributed to welcome centers, destination marketing organizations, lodging partners and attractions throughout the state. The digital version of the guide is easily accessible at VisitMississippi.org.

When you advertise, you are also helping MTA continue to advance our mission of increased visitor spending and overall travel growth. Your support matters!

If you have any questions about the guide or would like to learn more about the Mississippi Tourism Association, please reach out to me.



Danielle Morgan, Executive Director
Mississippi Tourism Association
dmorgan@mstourism.com



MISSISSIPPI

TOURISM ASSOCIATION

JOIN THE MISSISSIPPI TOURISM ASSOCIATION

We are stronger together!

Our organization is always working to promote tourism as a consistent, billion-dollar producer that is growing Mississippi's communities and strengthening quality of place for the benefit of visitors as well as residents.

Annual dues start at only \$395

ADVOCACY

The MTA leadership and lobbying team continuously monitors proposed laws and regulations affecting our industry. During the legislative session, we provide weekly updates to our membership. Throughout the year, we are always working to support legislation that advances the tourism industry and safeguarding against any that would be a deterrent.

EDUCATION

As a member of MTA, you will have access to important experiences such as our annual Spring Tourism Summit and the Governor's Conference on Tourism. Experience Mississippi, our hospitality training program, offers empowerment to tourism professionals with the tools they need to improve visitor interactions. Additionally, in partnership with Mississippi State University, we created the Excellence in Tourism Leadership Program.

OPPORTUNITIES

Throughout the year, MTA provides networking and promotional opportunities. Get involved and participate in:

- Tourism Day at the Capitol and Legislative Reception
- Spring Tourism Summit
- Governor's Conference on Tourism
- National Travel and Tourism Week
- Monthly Membership Update Calls

Your Voice Matters! Join MTA Today.

mstourism.com



TAP INTO THE MARKETING POWER OF THE OFFICIAL MISSISSIPPI TOUR GUIDE

Print Quantity: 200,000
Online Guide: Unlimited Potential

When you advertise in the **Official Mississippi Tour Guide**, you are joining in the state's most powerful tourism promotion. Both in print and online, the guide is carefully designed to be the most important marketing tool for bringing visitors to our state and for helping them maximize their experience.

The guide is:

- mailed to fulfill requests at VisitMississippi.org and 866-SEE-MISS.
- distributed at welcome centers, destination marketing organizations, lodging partners, attractions and other key locations throughout the state.
- distributed at travel and group tradeshows.
- easily viewed and downloaded at VisitMississippi.org. Digital guide includes responsive view designed for mobile devices.



THE MISSISSIPPI TRAVEL INDUSTRY BY THE NUMBERS

In FY 2022, 24 MILLION people visited Mississippi and spent **\$7.1 BILLION** during their visits.

Mississippi Welcome Centers greet more than **1.4 MILLION** people each year.

Mississippi tourism supports **104,595** jobs in the state, representing **9%** of jobs.

Mississippi tourism is the **4th LARGEST** private sector industry in the state.

Mississippi tourism generates **\$749 MILLION** in state and local taxes.

Source: Mississippi Development Authority Tourism Division 2022

RECEIVE VALUABLE LEADS



Whether they are planning their first visit or their latest of many, readers of the Official Mississippi Tour Guide can **request additional information** from advertisers. They will be directed to fill out an online form for faster fulfillment. Compass Media will send those **leads to advertisers** during the 2025 distribution cycle: February – December 2025.

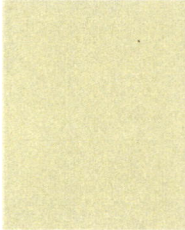
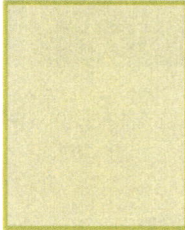
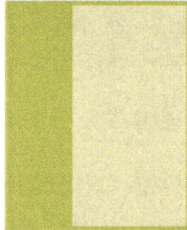
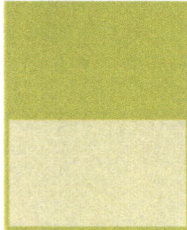
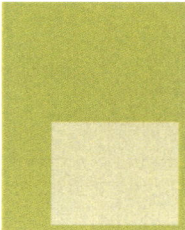
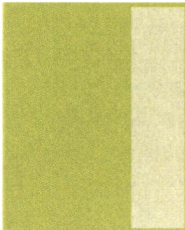
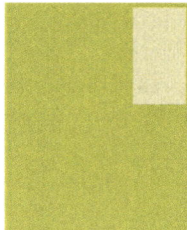
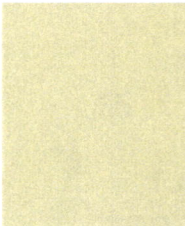
These leads are a **valuable marketing asset**. They can be incorporated into your marketing funnel for your consumer emails or to your mailing list to receive your printed material.

ADVERTISING DETAILS AND RATES

PUBLICATION DATE:
DECEMBER 2024

ADVERTISING CLOSING:
AUGUST 14, 2024

PRINT MATERIALS DUE:
AUGUST 28, 2024

 Full Page Bleed \$11,500 7.75" x 10.5" with .125" bleed & .375 live area	 Full Page Non-Bleed \$11,500 6.75" x 9.5"	 Two-Thirds Page, Vertical \$8,750 4.4375" x 9.5"	 Half Page, Horizontal \$6,000 6.75" x 4.6875"						
 Third Page, Square \$4,500 4.4375" x 4.6875"	 Third Page, Vertical \$4,500 2.125" x 9.5"	 Sixth Page, Vertical \$2,500 2.125" x 4.6875"	 Twelfth Page, Vertical Formatted Profile \$1,375 2.125" x 2.25"						
 Two Page Spread \$20,725 15.5" x 10.5" with .125" bleed & .375" live area	PREMIUM POSITIONS <table><tr><td>Inside Front Cover</td><td>\$12,500</td></tr><tr><td>Page 1</td><td>\$12,500</td></tr><tr><td>Inside Back Cover</td><td>\$12,500</td></tr></table>			Inside Front Cover	\$12,500	Page 1	\$12,500	Inside Back Cover	\$12,500
Inside Front Cover	\$12,500								
Page 1	\$12,500								
Inside Back Cover	\$12,500								

Includes one horizontal image, business name, address, phone, URL and a 125-character description.

Includes one horizontal image, business name, address, phone, URL and a 125-character description.



BONUS ADVERTORIAL

Extend the impact of your display ad with FREE advertorial in the DIGITAL 2025 Mississippi Tour Guide, content view.

This expanded content lets you share more with our online readers.

Full Page and **Two-Thirds Page** display ads receive up to 5 photos and 750 words of copy.

Half Page and **One-Third Page** display ads receive up to 3 photos and 400 words of copy.

You supply the photos and copy; we'll add it to the DIGITAL 2025 Mississippi Tour Guide, in the content view.

PRODUCTION QUESTIONS

Contact Compass Media at 251-967-7542 or Materials@CompassMedia.com.

For important design specs, please visit CompassMedia.com/specs.

BOOK YOUR SPACE

Reserve your space today! Contact your Compass Media advertising rep or call 251-968-4600.

Elise Ankerson

EAnkerson@CompassMedia.com
251-967-7564 | c: 251-753-8115

Dianne O'Connor

DOConnor@CompassMedia.com
251-967-7562 | c: 251-978-5429



Advertising for the Official Mississippi Tour Guide is managed by Compass Media under the authority of the Mississippi Tourism Association.

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April 2024

Increase the reach of your print ad message with the VISIT MISSISSIPPI REMARKETING PROGRAM

With this exclusive opportunity on the Google Display Network, you can get your message in front of a highly qualified travel audience.

HERE'S HOW IT WORKS:

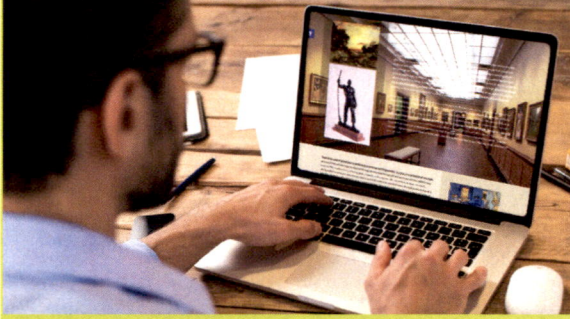
VISITMISSISSIPPI.ORG
the official tourism
website



1 POTENTIAL VISITOR VIEWS THE VISITMISSISSIPPI WEBSITE.



2 VISITOR IS TAGGED AND SEES YOUR AD ON OTHER WEBSITES.



3 VISITOR CLICKS ON YOUR AD AND VISITS YOUR SITE.

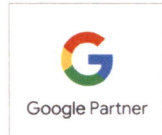


4 YOUR NEW CUSTOMER ARRIVES.

The campaign will run for a minimum of 60 days until the click are achieved.

\$1,760
\$3,300
\$5,500
\$8,250

1,000 clicks
2,150 clicks
3,700 clicks
5,700 clicks



Remarketed customers are
3x MORE LIKELY
TO **CLICK** on your ad
AND
4x MORE LIKELY
TO **CONVERT**
than new customers**

For most websites, only **2%** of web traffic converts on the first visit. **Remarketing is a tool to reach the 98% of users who don't convert right away by tagging them and showing your ad to them repeatedly as they search the internet.**

251-968-4600 • Sales@CompassMedia.com

** Cobalt Business Intelligence © 2024 Compass Media LLC



2025 OFFICIAL MISSISSIPPI TOUR GUIDE

BONUS ADVERTORIAL

HOW DOES IT WORK?

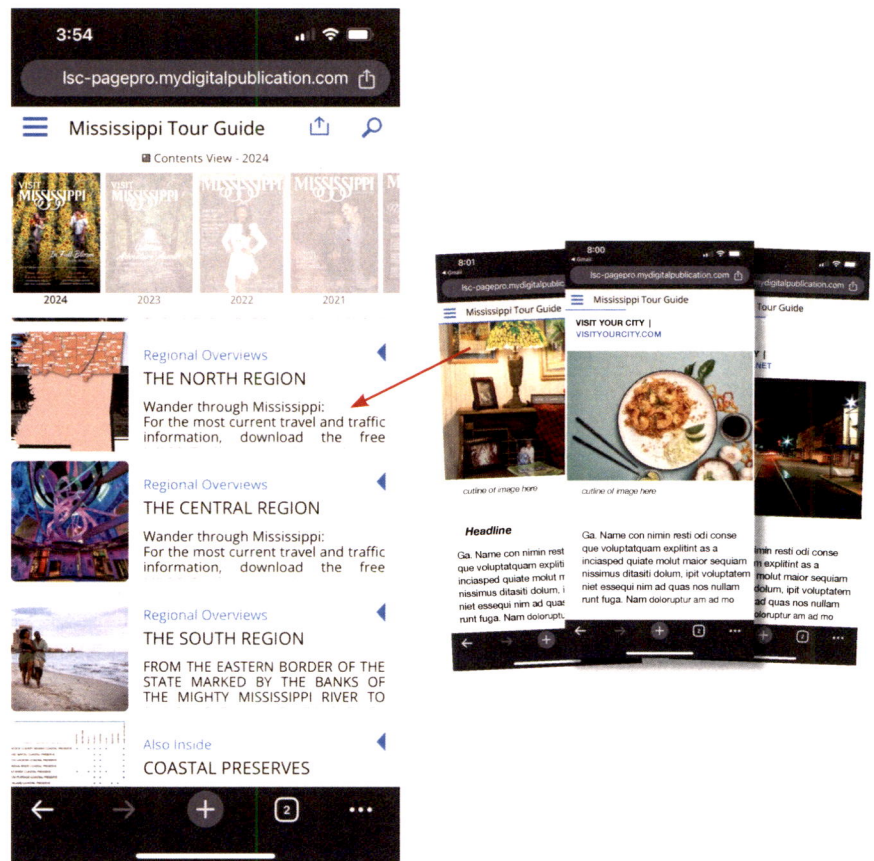
When you purchase a display ad (one-third page or larger) in the print edition of 2025 Mississippi Tour Guide, you receive additional advertorial coverage in the **Content View** of the digital version of the guide.

The Content View is the default view for readers on a mobile device and is formatted for easy readability on small screens. It is also available for desktop computer readers.

With your added advertorial, the Content View of the digital guide will contain an extra layer of information about your destination.

You will receive the specific URL for your advertorial article which you can use in your own digital marketing efforts, such as posting to your social media accounts.

Your advertorial will insert into the digital guide in the same order and general placement that your display ad is for the print guide.



Full Page and **Two-Thirds Page** display ads receive up to 5 photos and 750 words of copy.

Half Page and **One-Third Page** display ads receive up to 3 photos and 400 words of copy.

You supply the photos and copy; we'll add it to the
DIGITAL 2025 Mississippi Tour Guide, in the content view.



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April 2024



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 07/29/2024
SUBJECT: MUNICIPAL RESERVE FUND

Consideration of approval of a Municipal Reserve Fund for the City of Brandon.

ATTACHMENTS:

1. MS Code 21-35-22

Document:

Miss. Code Ann. § 21-35-22



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[Next >](#)

Miss. Code Ann. § 21-35-22

Copy Citation

Current through the 2023 Regular Session including changes and corrections authorized by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

[Mississippi Code 1972 Annotated](#) [Title 21. Municipalities \(Chs. 1 — 47\)](#) [Chapter 35. Municipal Budget \(§§ 21-35-1 — 21-35-33\)](#)

§ 21-35-22. Municipal Reserve Fund.

Any municipality in the state may establish a special **fund** to be known as a **municipal reserve fund**. **Funds** specifically designated by the governing authorities of a municipality for deposit in the municipality's **reserve fund** shall be deposited in a separate **municipal** account established for this purpose. The interest earned in a municipality's **reserve fund** shall be credited to the municipality's **reserve fund**. Legal expenditures shall be made from the **fund** upon requisition of the governing authorities of a municipality, spread on the minutes and signed by the mayor of the municipality, the secretary of the mayor, or the president of the city council or board of aldermen. A municipality may deposit **funds** as needed into its **reserve fund**.

History

Laws, 1999, ch. 352, § 1, eff from and after July 1, 1999.

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MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: GEORGINNA KEENUM
DATE: 08/01/2024
SUBJECT: MML BOARD MEETING TRAVEL

Request permission to travel to Tunica, MS to attend the MML Fall Board of Directors Meeting on Friday, September 27, 2024.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/25/2024
SUBJECT: SELL-OFF AGREEMENTS

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:
Jordan Davis - Live Nation Sell-off Agreement Brandon Amphitheater
Sturgill Simpson Sell-off Agreement - AEG and Brandon

ATTACHMENTS:

1. Jordan Davis - LN Sell-off Agreement Brandon Amphitheater 08.16.2024
2. Sturgill Simpson Sell-off Agreement - AEG and Brandon 10.4.2024 AEG X copy



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/18/2024
SUBJECT: AUDIT ENGAGEMENT LETTER

Consideration of the acceptance of the FYE 2024 audit engagement letter with Barlow and Company, PLLC and authorizing the Mayor to sign the letter.

ATTACHMENTS:

1. Eng Letter

Barlow & Company, PLLC

Certified Public Accountants

Charles S. Barlow, CPA
Kristi G. Thompson, CPA
Rose L. Williamson, CPA
Hogan E. Allen, CPA
R. Greg Vaughn, CPA

Lauren M. LaPrade, CPA
Kelly L. Smith, CPA

Members of:
American Institute of CPA's
Mississippi Society of CPA's

282 Maxey Drive
Brandon, Mississippi 39042 or
P.O. Box 150
Brandon, Mississippi 39043
(601) 825-1310
(601) 825-1326 Fax
Web Address: www.brandoncpas.com
Emails: sandy@brandoncpas.com
kthompson@brandoncpas.com
rwilliamson@brandoncpas.com
hallen@brandoncpas.com
gvaughn@brandoncpas.com

June 12, 2024

To Honorable Mayor Butch Lee and
Board of Aldermen
City of Brandon, Mississippi

Ladies and Gentlemen:

We are pleased to confirm the terms of our understanding of the services we are to provide for the City of Brandon, Mississippi (the City) for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance



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with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining and individual non-major fund financial statements.
- 2) Comparison schedules of revenue, expenditures and changes in fund balance.
- 3) Schedule of Expenditures of Federal Awards
- 4) Other supplementary information required by the State Auditor's Office.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion

on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will assist in preparing the financial statements, schedule of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We expect to begin our audit in October 2024
a

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mississippi Office of the State Auditor; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Barlow & Company, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal or state agencies providing direct or indirect funding, or the or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Barlow & Company, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Federal Oversight Agency for the Audit, if one exists. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

R. Greg Vaughn, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to complete the audit by March 31, 2025 unless we encounter unforeseen circumstances.

Our fee for these services will be billed at the standard hourly rates of the individuals assigned to the engagement. We estimate that the time required to complete the audit and perform testing of internal control and compliance will result in approximately \$67,000-\$73,000 in total billings.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. We anticipate cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at an estimate of additional costs before we incur them.

Reporting

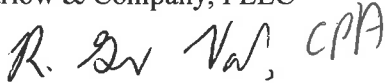
We will issue a written report upon completion of our Single Audit. Our report will be addressed to the City of Brandon. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on

internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Barlow & Company, PLLC

A handwritten signature in black ink that reads "R. Greg Vaughn, CPA". The signature is written in a cursive style.

R. Greg Vaughn, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Brandon, Mississippi.

Mayor signature: _____

Title: _____

Date: _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/19/2024
SUBJECT: HARRELL STREET PARCEL

Consideration to accept the parcel of land (0.54 acres on Harrell Street) for the purpose of public streets, drainage, utility and other municipal purposes.

ATTACHMENTS:

1. 2029_001

INDEXING INSTRUCTIONS

SW ¼ of SE ¼

Section 15, T5N-R3E

Rankin County, MS

Prepared by and return to:

HARRELL & RESTER

Attorneys at Law

Post Office Box 1825

Brandon, MS 39043

601-825-7236

STATE OF MISSISSIPPI

COUNTY OF RANKIN

DEDICATION DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars, cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

**STRIKER PROPERTY GROUP, LLC,
a Mississippi limited liability company**

667 Highway 51, Suite A

Ridgeland, MS 39157

(601)707-5196

Grantor, does hereby dedicate, bargain and convey to

**THE CITY OF BRANDON, MISSISSIPPI,
a Municipal Corporation**

1000 Municipal Drive

Brandon, MS 39042

(601) 825-5021

Grantee, its undivided interest in and to the following described real property for use as public streets, drainage, utility and other municipal purposes, situated and located in the City of Brandon, Rankin County, State of Mississippi, more particularly described as follows:

PLEASE REFER TO EXHIBIT "A" ATTACHED HERETO

Also conveyed by Grantor to Grantee are all water lines, sewer lines, storm drains, valves, manholes and all streets, together with all other equipment, fixtures and improvements

situated thereon and all appurtenances thereunto belonging, now lying in and above the land above described.

WITNESS the signature of Grantor, this the 17th day of July, 2024.

STRIKER PROPERTY GROUP, LLC

[Signature]
BY: Adam Savage, Manager/Member

[Signature]
BY: Robert S. Giordano, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for said County and State, within my jurisdiction, the within named Adam Savage and Robert S. Giordano, duly identified before me, who acknowledged that they are the Managers/Members of Striker Property Group, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said Company and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and in the year therein mentioned, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 17th day of July, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:



RECORD OF ACCEPTANCE BY THE CITY OF BRANDON

The City of Brandon, Mississippi, accepted the parcel of land and the improvements thereon, herein dedicated for public streets, drainage, utility and other municipal purposes, during the regular meeting of the Governing Authorities of the City of Brandon on the _____ day of _____, 2024.

CITY OF BRANDON, MISSISSIPPI

BY: _____
BUTCH LEE, MAYOR

ATTEST: _____
CITY CLERK

**Description
For
Harrell Property
(Road)**

A tract or parcel of land containing **0.54 acres**, more or less, lying and being situated in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 15, 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 set $\frac{1}{2}$ inch iron pin marking the intersection of the South right of way of U.S. Highway 80 with the West right of way of Pleasant Street; run thence

Southerly along said West right of way of Pleasant Street as follows:

South 1 degree 04 minutes 20 seconds West for a distance of 229.38 feet to a set $\frac{1}{2}$ inch iron pin marking the Southeast corner of the Purdon property as recorded in Deed Book 588, Page 643 in the Office of the Chancery Clerk of Rankin County; thence

South 00 degrees 31 minutes 16 seconds West for a distance of 108.54 feet to a set $\frac{1}{2}$ inch iron pin marking the Northeast corner of the Harrell Residential and Commercial Rental Properties, LLC property as recorded in Deed Book 2014, Page 18508 in the Office of the Chancery Clerk of Rankin County; thence

South 00 degrees 31 minutes 16 seconds West for a distance 415.41 feet to a set $\frac{1}{2}$ inch iron pin; thence

South 1 degree 28 minutes 38 seconds East for a distance of 155.59 feet to a set $\frac{1}{2}$ inch iron pin marking the **Point of Beginning** of herein described property; thence

South 00 degrees 01 minutes 22 seconds West for a distance of 1.99 feet to a set $\frac{1}{2}$ inch iron pin; thence

Leaving said West right of way of Pleasant Street; run thence

Northwesterly along the arc of a curve to the right for a distance of 336.50 feet, said curve having a radius of 902.18 feet, and a deflection angle of 21 degrees 22 minutes 14 seconds, (chord bearing and distance, North 54 degrees 31 minutes 59 seconds West, 334.56 feet) to a set $\frac{1}{2}$ inch iron pin; thence

North 44 degrees 13 minutes 09 seconds West for a distance of 133.97 feet to a set ½ inch iron pin; thence

Northwesterly along the arc of a curve to the right for a distance of 72.39 feet, said curve having a radius of 381.11 feet, and a deflection angle of 10 degrees 52 minutes 59 seconds, (chord bearing and distance, North 38 degrees 46 minutes 38 seconds West, 72.28 feet) to a set ½ inch iron pin; thence

North 45 degrees 46 minutes 52 seconds East for a distance of 45.94 feet to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the left for a distance of 72.52 feet, said curve having a radius of 336.11 feet, and a deflection angle of 12 degrees 21 minutes 42 seconds, (chord bearing and distance, South 38 degrees 02 minutes 17 seconds East, 72.38 feet) to a set ½ inch iron pin; thence

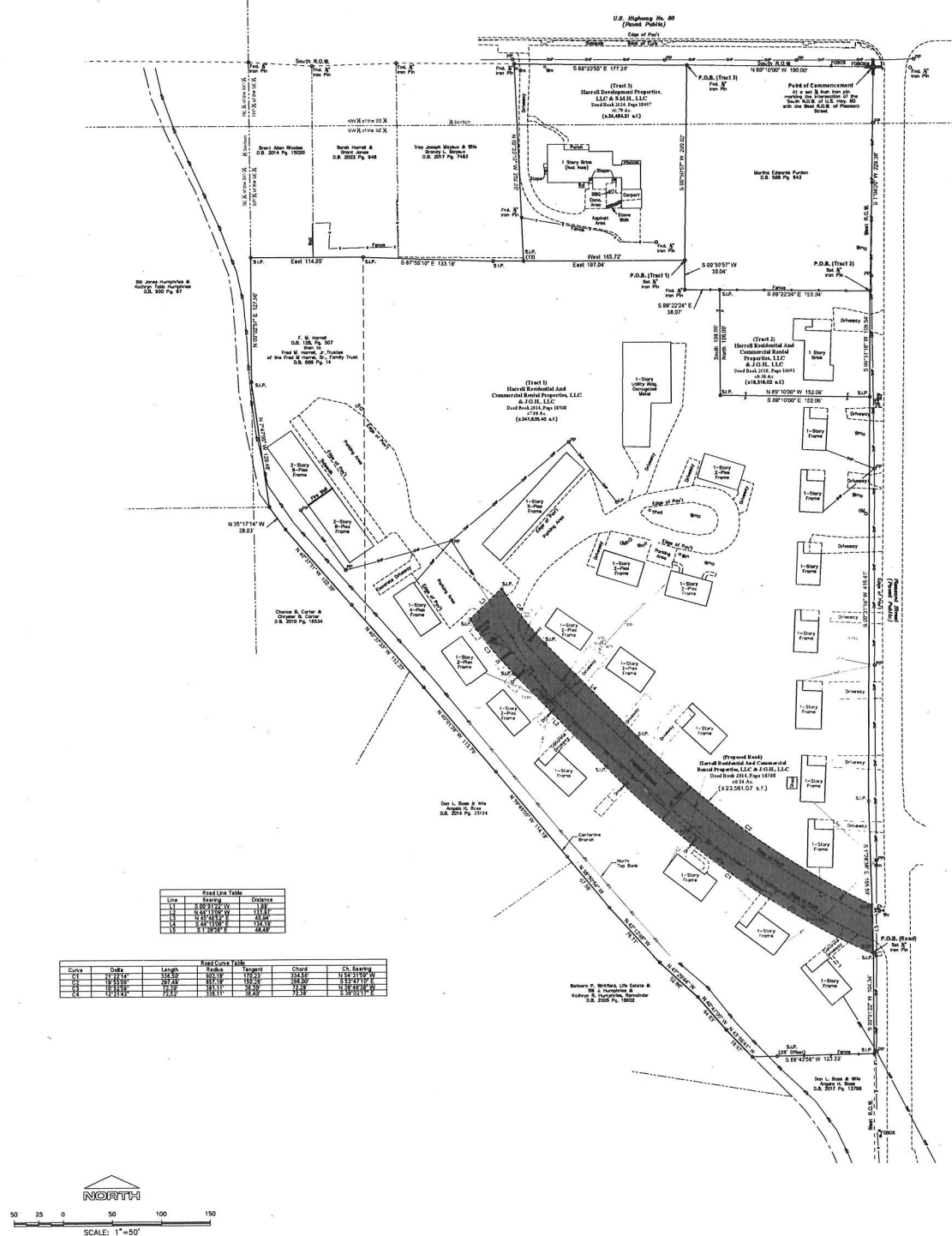
South 44 degrees 13 minutes 08 seconds East for a distance of 134.19 feet to a set ½ inch iron pin; thence

Southeasterly along the arc of a curve to the left for a distance of 297.49 feet, said curve having a radius of 857.18 feet, and a deflection angle of 19 degrees 53 minutes 06 seconds, (chord bearing and distance, South 53 degrees 47 minutes 10 seconds East, 296.00 feet) to a set ½ inch iron pin marking said West right of way of Pleasant Street; thence

South 1 degree 28 minutes 38 seconds East along said West right of way of Pleasant Street for a distance of 48.48 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



DATE OF FIELD SURVEY: 5/11/04

COORDINATES: 244 1700E 1700N
COORDINATES: 244 1700E 1700N
COORDINATES: 244 1700E 1700N
COORDINATES: 244 1700E 1700N
COORDINATES: 244 1700E 1700N

DESCRIPTORS: NORTH, BASED ON OBSERVATIONS

CLASSIFICATION

THE SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF
PRACTICE FOR THE SURVEYING OF CLASS 3 SURVEYS
AS SET BY THE MISSISSIPPI BOARD OF SURVEYING FOR PROFESSIONAL
SURVEYING

PLANNING

THE PLANNING BOARD HAS BEEN ADVISED AND APPROVED THE FIELD
SURVEYING PLAN HAS BEEN REVIEWED AND APPROVED BY THE BOARD OF
SURVEYING, EFFECTIVE DATE: 5/11/04

THE PROJECT HAS BEEN REVIEWED AND APPROVED AND APPROVED
BY THE BOARD OF SURVEYING, EFFECTIVE DATE: 5/11/04



PROJECT NUMBER B-10891	CLIENT:	PROJECT:	DATE: 5/20/24	DWG. NO.: B-10891	 BENCHMARK ENGINEERING & SURVEYING, LLC CIVIL • STRUCTURAL • PLANNING • SURVEYING • LAND SURVEYING BRANDON • BLOOMING • MANASSA CHL 10011 www.benchmarkinc.net 800.877.1780
	TRJHELM PROPERTIES	PLAT OF SURVEY HARRELL PROPERTY SITUATED IN THE NW ¼ OF THE SE ¼ AND THE SW ¼ OF THE SE ¼ OF SECTION 15, T3N, R3E, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI	DRAWN: WLL/JMR	PROJ.: B-10891	
			CHECKED: MRL	CREW: CHASE	



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/18/2024
SUBJECT: BANK CREDIT CARD APPROVERS

Consideration of designating City Clerk Mary Ann Hess and City Accountant Tracie Riggin as the authorized users at Trustmark National Bank regarding the City of Brandon's business credit cards.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 08/02/2024
SUBJECT: MOHS GRANT AGREEMENT

Consideration to accept the Mississippi Office of Highway Safety (MOHS) and Brandon Police Department Grant Agreement for FY 2025, part of the 402 Police Traffic Services funding, in the amount of \$60,000.00 and authorize the Mayor to sign the agreement.

ATTACHMENTS:

1. Brandon Cover Letter
2. 402PT FY25 Grant Agreement - Brandon PD
3. Certification on Conflict of Interest



**MISSISSIPPI
Office of Highway Safety**

August 1, 2024

Butch Lee, Mayor
City of Brandon
Brandon Police Department
P.O. Box 790
Brandon, MS 39043

Project Number: PT-2025-PT-20-51
Funding Source and Title: 402 Police Traffic Services

Dear Mayor Lee:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Brandon Police Department Grant Agreement for the Fiscal Year 2025. Your agency has been approved for 402 Police Traffic Services funding, in the amount of **\$60,000.00**, pending final review and approval by NHTSA in the FY25 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY25 grant activities begin October 1, 2024 and must be concluded by September 30, 2025. In addition, the FY25 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 14, 2025.

Please thoroughly read the Grant Agreement, Certifications and Assurances, Fiscal Control and Fund Accounting Procedures, as changes have been made for FY25. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 2, 2024.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. Signature Page
2. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
3. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
4. Assurance of Understanding Requirement for Sub-grantees
5. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
6. Designation of Secondary Signatory Official Form (If Applicable)
7. MOHS Fiscal Control and Fund Accounting Procedures
8. Enclose a copy of your agency's **Leave policy** (policy should include personal and/or vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's **Overtime Policy** and a **Payroll Schedule** (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2024–September 30, 2025)

Mississippi Office of Highway Safety P.O. Box 1633, Canton, Mississippi 39046

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

**Mississippi Office of Highway Safety
Attn: Leslie M. Travis, Bureau Director
P.O. Box 1633
Canton, Mississippi 39046**

Please feel free to contact me at 601-391-4924 or LMccree@dps.ms.gov if you should have any questions concerning the completion of the grant agreement.

Sincerely,



Leslie Travis, Bureau Director of Programs
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY25 MOHS GRANT AGREEMENT

MS Office of Highway Safety

P.O. Box 1633

Canton, MS 39046

Phone: (601) 391-4900

1. Sub-grantee's Name & Mailing Address: City of Brandon Brandon Police Department P.O. Box 790 Brandon, MS 39043 Telephone Number: (601) 825-5983 E-Mail: blee@brandonms.org		2. Effective Date of Grant: October 1, 2024				
		3. Subgrant Number: PT-2025-PT-20-51				
		4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY25				
		5. Beginning and Ending Dates: October 1, 2024 – September 30, 2025				
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method				
7. CFDA # - 20.600		8. UEI # - LL4XF8LHN7U7		9. Congressional District: 3		
10. A:FAIN #: 69A37521300004020MS0 69A37522300004020MS0 69A37523300004020MS0		11.A: Initial Federal Award Date: 11/10/2020 12/15/2021 11/30/2022		11.C: Additional Federal Award Date:		
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: <u> </u> Yes <u> X </u> No Continuation Grant: <u> X </u> Yes <u> </u> No		
13. The following funds are obligated:						
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO %	
(1) Personal Services-Salary	\$60,000.00	(1) Federal	\$60,000.00			
(2) Personal Services-Fringe	\$0.00	(2) State				
(3) Contractual Services	\$0.00	(3) Local				
(4) Travel	\$0.00	(4) Other				
(5) Equipment	\$0.00	Total:	\$60,000.00			
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:				
(7) Indirect Costs	\$0.00	Number of Grants: 1	402PT			TOTAL
TOTAL	\$60,000.00	TOTAL:	\$60,000.00	\$0.00	\$0.00	\$60,000.00
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances; Designation of Secondary Official (If Applicable); Fiscal Control and Fund Accounting Procedures. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.						
14. Approved for Grantee:			15. Approved for Sub-Grantee:			
Signature _____ Date _____			Signature _____ Date _____			
Name: Helen Porter Title: Office Director, MS Office of Highway Safety			Name: Butch Lee Title: Mayor, City of Brandon			

FY25 Sub-Grantee Project Description (Law Enforcement):

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

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

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

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

Agency Name: City of Brandon/Brandon Police Department

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

Target(s):

The jurisdiction/agency of Brandon Police Department will reduce the number of unbelted fatalities from 1 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of Brandon Police Department will reduce the number of unbelted injuries from 3 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of Brandon Police Department will maintain the number of speed fatalities from 0 in 2021 to 0 by the end of 2025.

The jurisdiction/agency of Brandon Police Department will reduce the number of speed injuries from 7 in 2021 to 0 by the end of 2025.

Performance Measures:

Increase the number of grant funded Seatbelt citations from 186 in FY23 to 200 in FY25.

Increase the number of grant funded Child Restraint citations from 7 in FY23 to 15 in FY25.

Maintain the number of grant funded Speed citations from 603 in FY23 to 603 in FY25.

Strategies:

Overtime Enforcement

8 Checkpoints

12 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

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

FY25 MOHS TASKS BY QUARTERS

Agency Name: City of Brandon/Brandon Police Department

PROJECTION TASKS BY QUARTERS:

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

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 50 Seat Belt citations during quarter, to reach a goal of 200 for FY2025.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal of 15 for FY2025.

Issue a minimum of **150** Speed citations during quarter, to reach a goal of **603** for FY2025.

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

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 1st Quarter: \$15,000.00

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Brandon/Brandon Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 50 Seat Belt citations during quarter, to reach a goal of 200 for FY2025.

Issue a minimum of 3 Child Restraint citations during quarter, to reach a goal of 15 for FY2025.

Issue a minimum of 150 Speed citations during quarter, to reach a goal of 603 for FY2025.

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

Additional Tasks:

Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 2nd Quarter: \$15,000.00

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Brandon/Brandon Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 50 Seat Belt citations during quarter, to reach a goal of 200 for FY2025.

Issue a minimum of 4 Child Restraint citations during quarter, to reach a goal of 15 for FY2025.

Issue a minimum of 151 Speed citations during quarter, to reach a goal of 603 for FY2025.

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

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 3rd Quarter: \$15,000.00

FY25 MOHS TASK BY QUARTERS

Agency Name: City of Brandon/Brandon Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

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

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 3 saturation patrols during quarter.

Issue a minimum of 50 Seat Belt citations during quarter, to reach a goal of 200 for FY2025.

Issue a minimum of 5 Child Restraint citations during quarter, to reach a goal of 15 for FY2025.

Issue a minimum of 152 Speed citations during quarter, to reach a goal of 603 for FY2025.

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

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentation.

Projected Expenditures for 4th Quarter: \$15,000.00

FY25 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Brandon/Brandon Police Department				
2. Subgrant Number: PT-2025-PT-20-51		3. Grant ID: 402 Police Traffic Services		4. Beginning: October 1, 2024
5. Ending: September 30, 2025				
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$34.2814 per hour X @ approx. 1750.5 hrs = \$60,009.59 not to exceed \$60,000.00 Total Salaries = \$60,000.00	\$60,000.00		\$60,000.00

TOTALS	\$60,000.00	\$0.00	\$60,000.00
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Mississippi Office of Highway Safety

FY25 Agreement of Understanding and Compliance

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

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

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

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

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

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

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

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

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

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

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

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

II. ON-SITE MONITORING AND EVALUATION

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

III. PROPERTY AGREEMENT

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

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

IV. STAFFING

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

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

V. GENERAL PROJECT REQUIREMENTS

A. Agreements, Modifications and Revisions

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

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

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

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

VI. UNALLOWABLE COST

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

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

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

Examples of office furnishings and fixtures

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

B. Unallowable Equipment Costs:

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

C. Unallowable Training Costs:

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

D. Program Administration:

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

E. Lobbying:

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

F. Additional Items Unallowable:

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

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

CERTIFICATIONS AND ASSURANCES **FEDERAL CERTIFICATIONS AND ASSURANCES**

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

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

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

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

The Sub-Grantee—

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

POLITICAL ACTIVITY (HATCH ACT)

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

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

CERTIFICATION REGARDING FEDERAL LOBBYING

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

RESTRICTION ON STATE LOBBYING

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Instructions for Primary Certification (Sub-Grantees)

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

eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)

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

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

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

Instructions for Lower Tier Certification

- i. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- ii. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- iii. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

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

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

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance
(Applies only to Law Enforcement Sub-Grantees)

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

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

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

DUI/Impaired Compliance

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

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

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

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

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

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

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

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

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

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

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

- Occupant Protection/Police Traffic Services activities which STEP officers working overtime **will include** checkpoints, saturation patrols and other 402 OP/PT specific enforcement activities as designated.
- Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
- Sub-Grantee **will submit** HVE blitz forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
- Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after national blitz campaign events and must submit documentation after the occurrence as required by MOHS.

- The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

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

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

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

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

Audit Requirements:

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

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

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

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

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

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

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The

payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

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

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

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

STATE CERTIFICATION AND ASSURANCE

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

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

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

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

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

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

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

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

_____	_____
Authorizing Official’s Signature (Mayor, Board President, Commissioner, Director)	Date
_____	_____
Print Authorizing Official’s Name	Authorizing Official’s Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

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

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

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

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

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

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the “**SUB-GRANTEE**” has thoroughly considered the problem addressed in the application (Program Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

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

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

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, **20** _____ **AS**

FOLLOWS:

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

(If Applicable)

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

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

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ 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)

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

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

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

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

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

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

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

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

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

Date

Print Authorizing Official's Name

Authorizing Official's Title



Mississippi Office of Highway Safety

Certification on Conflict of Interest 23 CFR 1300 Appendix A (Applies to Subrecipients)

Attention Sub-grantee,

Please note this certification on Conflict of Interest. A copy of this document should be placed in your agency's grant file.

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

If you have any questions, please contact your MOHS Program Manager.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JODY COMPTON
DATE: 07/18/2024
SUBJECT: **WALL/ROOF REPAIR AT CITY HALL**

Consideration to approve the two quotes related to the wall/roof repair at City Hall and authorize the Mayor to execute the two contracts:

1. Adam Evens Waterproofing Co., Inc. as the lowest and best quote - to remove and replace all concrete masonry unit (cmu) expansion joints across the front of City Hall.
2. Malone Roofing Services LLC as the lowest and best quote - to install a new termination bar to the existing roof membrane and repair the existing wall to roof flashing.

ATTACHMENTS:

1. Memo_City Hall Expansion Joint Replacement_080524
2. Quote_Adam Dvens Waterproofing
3. Quote_Wakins Waterproofing-City Hall
4. Quote_Malone Roofing-City Hall
5. Quote_M&S Roofing-City Hall



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN

FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER

BOARD AGENDA: AUGUST 5, 2024

SUBJECT: CITY HALL EXPANSION-JOINT REPLACEMENT AND ROOF FLASHING REPAIR

Asking for your consideration to approve the quote from Adam Evens Waterproofing Co., Inc., as shown below to remove and replace all concrete masonry unit (cmu) expansion joints across the front of the building. We received an additional quote and recommend Adam Evens Waterproofing Co. as the lowest and best quote. Additionally, consideration to approve the quote from Malone Roofing Servies LLC., as shown below to install a new termination bar to the existing roof membrane and repair the existing wall to roof flashing. We received an additional quote and recommend Malone Roofing Services, LLC. as the lowest and best quote and authorize the mayor to execute the same.

- Adam Evens Waterproofing Co. - \$5,581.00 GL Code 001-092-637
- Malone Roofing Services LLC. - \$6,800.00 GL Code 001-092-637

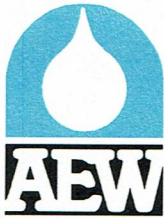
Additional quote received from:

- Watkins Waterproofing Co., Inc. -\$6,571.00
- M&S Roofing Co., Inc. -\$8,765.00

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Adam Evens Waterproofing Co. Inc., Quote
- Watkins Waterproofing Co. Inc., Quote
- Malone Roofing Services LLC. Quote
- M&S Roofing Co., Inc. Quote



ADAM EVANS WATERPROOFING CO., INC.

P.O. Box 1325 / Brandon, Mississippi 39043

Telephone (601) 706-0412

Fax (601) 706-0413

June 14, 2024

Mr. Jody Compton
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: Brandon City Hall, Brandon, Mississippi
North elevation control joint sealant removal and replacement proposal

Mr. Compton,

Pursuant to your request and our investigation of the referenced project, we propose to furnish all labor, material, equipment, AEW standard insurance and taxes to complete the following scope of work at the exterior north elevation:

- 1) Remove sealant at the exterior split-face c.m.u. control joints.
- 2) Perform preparation in accordance with manufacturer's instructions and install DowSil's 790 silicone sealant at the exterior split-face c.m.u. control joints.

Price: \$ 5,581.00

Sealant colors to be selected by others from manufacturer's standard color chart. We appreciate the opportunity to offer this quotation. If there are any questions, please call.

Sincerely,

Sean Dunaway

Watkins Waterproofing Company, Inc.

P.O. Box 1731

Brandon, MS 39043

Phone: 601-540-2971 • Fax: 601-854-6018

Bid Submittal

May 31, 2024

Project: Brandon City Hall

Brandon, MS.

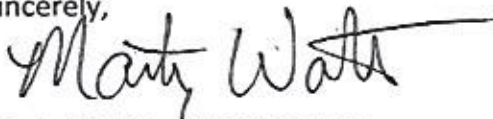
We propose to furnish material, labor, equipment and insurance to complete

The following work.

- 1: Remove joint sealant on the front of the building.
- 2: Install new joint sealant on the front of the building.
- 3: We will use Tremco Spectrem 1 silicone sealant.

Base Bid: \$6,571.00

Sincerely,



Marty Watkins 601-540-2971

COR 07089SC



Proposal

185 Davis Johnson
Drive

Richland MS 39218

Ph. (601) 352-5940

Fax (601) 352-5944

Wednesday, June 19, 2024

Proposal No: PR-24-1606-01

To: Jody Compton
Brandon City Hall
jcompton@brandonms.org

License No: 19624-MC

Project: City Hall Lower Canopies
Brandon City Hall
1000 Municipal Drive, Brandon, MS, USA
Brandon MS 39042

SCOPE OF WORK

- Provide labor and materials to install termination bar to modified wall flashing. Water cut off mastic to be install behind modified roof membrane. (Approx: 140 LF)
- Apply alsan liquid flashing to wall to roof membrane flashing. (Approx: 140 LF)

EXCLUSIONS

- Any replacement of damaged or defective roof decking, framing, blocking, sheathing, roof drains.
- Any Mechanical/Electrical/Plumbing work..
- Any work on any roof areas not indicated on the roof layout below.

NOTES

- Sales tax **is not** included in this proposal.
- Performance and payment bonds are **not** included in this proposal. If needed add, 1.5% or a minimum of \$500.00.
- Malone plans to access these roofs from the exterior of the building.
- Customer to allow access for forklifts and dumpsters and laydown yard of at least 3,000 sf.
- Customer warrants he/she has personally read and understands the terms and conditions on the following page of this proposal and that the contract between the parties is subject to these terms and conditions.
- **Malone will accept this signed proposal, or a Standard AIA Contract. If customer chooses to provide a custom contract, please allow 2-3 weeks for a contract review. If the custom contract is less than \$10,000 please add \$300.**
- Malone reserves the right to withdraw this proposal if not accepted within 15 days.
- **Due to high volatility in material prices and issues with availability of materials, the price(s) provided in this proposal is/are subject to change, and performance of the work may be delayed if materials are unavailable or if delivery is delayed.**

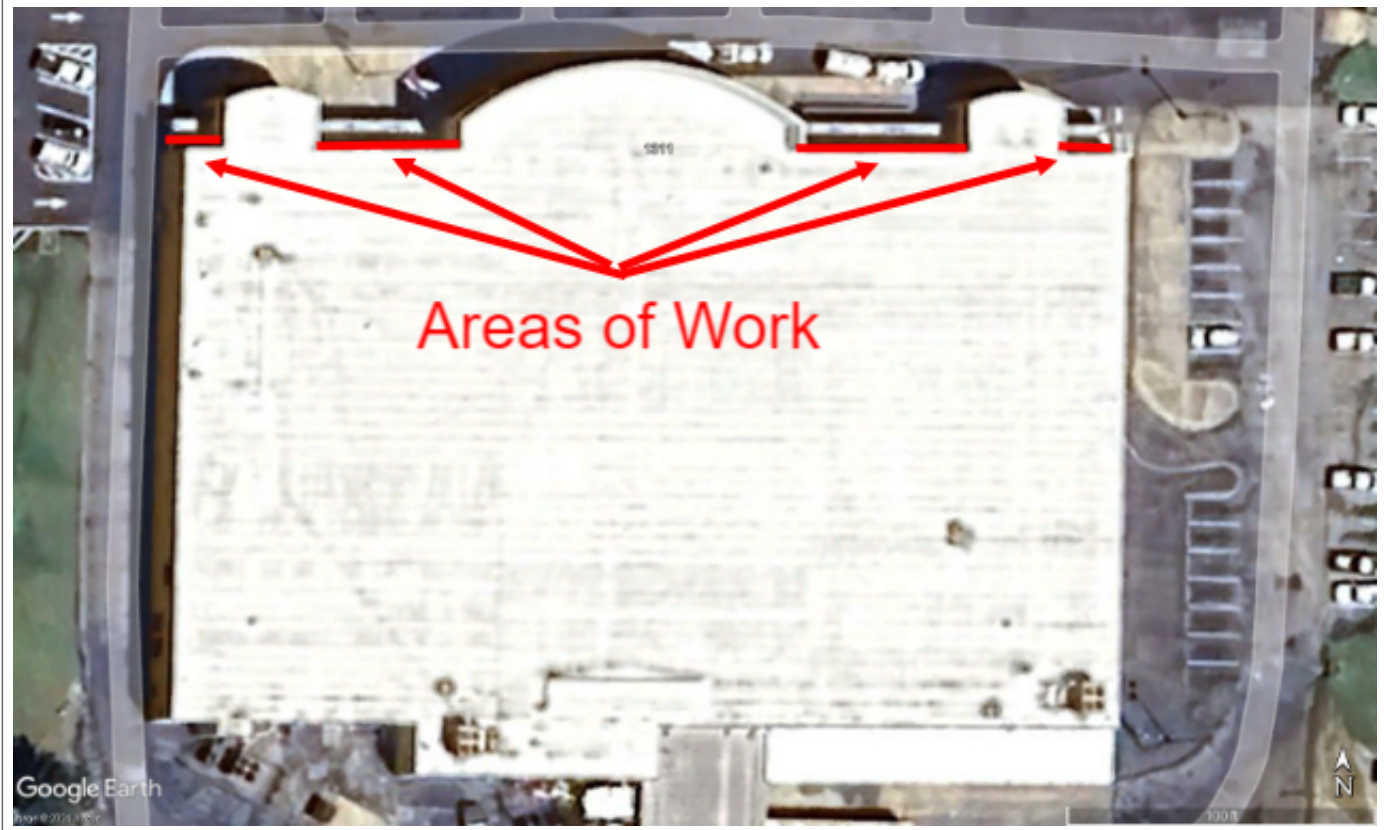
Birmingham, AL
Alexandria, LA
Hattiesburg, MS

Mobile, AL
Baton Rouge, LA
Jackson, MS

Pensacola, FL
New Orleans, LA

ROOF OUTLINE

The Scope of Work is based on the Roof Outline below.



*Birmingham, AL
Alexandria, LA
Hattiesburg, MS*

*Mobile, AL
Baton Rouge, LA
Jackson, MS*

*Pensacola, FL
New Orleans, LA*

ADDITIONAL PHOTOS

1



Area of Work

2



Overview of roof

PRICING

Bid #1

\$ 6,800.00

☐

Total Price: _____

ACCEPTANCE

Customer Acceptance

Signature: _____

Name: Jody Compton

Title: Site Manager

Company: Brandon City Hall

Phone: (601) 383-4305

Email: jcompton@brandonms.org

Date: _____

Malone Roofing Services, LLC.

Signature: 

Name: Wesley Alexander

Title: Sales Manager

Company: Malone Roofing Services, LLC.

Phone: (601) 622-8410

Email: wesley@maloneroofingservices.com

Date: Jun 19, 2024

TERMS & CONDITIONS

1. Nature of Work. E. Cornell Malone Corp. and/or Malone Roofing Services, LLC ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Contractor is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

2. Commencement of Work. Customer warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Contractor's prosecution of the roof work indicates only that the surface of the deck appears satisfactory to Contractor to attach roofing materials. Contractor is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design.

3. Asbestos and Toxic Materials. This proposal is based on Contractor's not coming into contact with asbestos-containing or toxic materials. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

4. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Contractor shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

6. Insurance. Contractor shall carry worker's compensation, automobile and commercial general liability insurance. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under builder's risk insurance.

7. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as additional insureds on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

8. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

9. Damages and Delays. Contractor will not be responsible for damage done to Contractor's Work by others. Any repairing of the same by Contractor will be charged as an extra. Contractor shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Contractor. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, delay in delivery of materials, or shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

10. Roof Projections. Contractor will flash all projections through roofing that are shown on the architectural plans provided to Contractor and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates.

11. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Contractor is not responsible for design, including calculation or verification of wind-load to design. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

12. Backcharges. No backcharges or claims for payment of services or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within five (5) days of the event, act or omission which is the basis of the backcharge.

13. Electrical Safety. Owner warrants that there will be no live power lines on or near the roof servicing the building where Contractor will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Contractor's employees. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which Contractor will be working. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

14. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been notified to proceed will be charged as an extra.

15. Warranty. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

16. Existing Conditions. Contractor is not responsible for leakage due to existing conditions through the existing roof or other portions of the building that have not yet been reroofed by Contractor.

17. Mold. Contractor and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Contractor if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Contractor from claims brought by tenants and third parties arising from mold growth.

18. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of Contractor. If there is an increase in these or other roofing products to be used in the performance of the work between the date of this proposal and the time when the work is to be performed, the amount of the contract shall be increased to reflect the additional cost to the roofing Contractor, upon submittal of written documentation and advance notice.

19. Material References. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

20. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

21. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

22. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

23. Dispute Resolution. Any dispute between the Contractor and Customer arising out of or related to the Work or this Contract (including the interpretation of this Contract) shall be decided by arbitration. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree to otherwise. This arbitration agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final and a judgment may be entered upon it in any Court having jurisdiction thereof. However, notwithstanding anything herein to the contrary and as an exception to this arbitration agreement, any claim by Contractor seeking to collect any amounts owed under this Contract may, at Contractor's sole discretion, be adjudicated through either litigation or arbitration; and, in the event that Contractor elects to proceed in litigation: (a) the state and federal courts for Rankin County, Mississippi shall have exclusive jurisdiction over and be the exclusive venue for the adjudication of any such claims, and (b) Contractor and Guarantor and Customer waive any right to a jury trial in connection with any such claims.

*Birmingham, AL
Alexandria, LA
Hattiesburg, MS*

*Mobile, AL
Baton Rouge, LA
Jackson, MS*

*Pensacola, FL
New Orleans, LA*



M&S Roofing Co., Inc.
P.O. BOX 5497 PEARL, MS 39288-5497
PHONE 601-932-3913 FAX 601-932-8331

PROPOSAL DATE: 5/29/24
JOB: Brandon City Hall – Roof to Wall Flashing Repairs Quote
BY: Leland Hinton, Project Manager, M&S Roofing

DESCRIPTION:

Please see the details of this proposal below. Do not hesitate to let me know of any questions you may have regarding this information.

Roofing Scope of Work:

We propose to provide labor and material for the following scope of work:

- Install new termination bar along the roof to wall connection at the 4 canopies along the front of the Brandon City Hall
 - Sealant to be added between roof membrane and wall for a compression seal.
- Coat/Re-Work existing Membrane Counterflashing extending out from masonry wall
 - Membrane Counterflashing to be coated with Alsan Flashing reinforced with fabric mesh.

Job Cost Total: **\$8,765.00** (taxes excluded)

Exclusions: warranties, taxes

Leland Hinton
M&S Roofing Company Inc. / Project Manager
Cell: 601-757-3542 / Office: 601-932-3913

Certificate of Responsibility – 09074
Proposal valid for 30 days

M & S Roofing Company Inc. Bid based on an unamended AIA Contract



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: JODY COMPTON
DATE: 07/19/2024
SUBJECT: QUOTE FOR ADDITIONAL CHAIRS

Consideration of the approval of the quote from Mity Incorporated to purchase additional chairs and racks and authorize the Mayor to execute the contract.

ATTACHMENTS:

1. Memo_Amphitheater Chairs and Racks_071724
2. Quote_MityLite-AMP Chairs
3. Quote_Business Interiors-AMP Chairs



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: MITYLITE CHAIRS

Asking for your consideration to approve the quote from Mity Incorporated, as shown below to purchase additional chairs and rolling racks. We received an additional quote and recommend Mity Incorporated as the lowest and best quote and authorize the mayor to execute the same.

This will be paid out of the amphitheater operational account.

- Mity Incorporated \$34,115.93 GL Code: 004-500-750

Additional quote received from:

- Business Interiors \$46,190.00

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Mity Incorporated MS Quote
- Business Interiors Quote

QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

BERTOLINI

XpressPort

Created On: 6/21/2024

Sales Quote Number: SQ63467

Mity Customer Number: C1522500

Page: 1 Of 1

Deposit required. Amount subject to credit approval.

Bill

To: City of Brandon
Jodi Compton
1000 Municipal Dr.
Brandon, MS 39042
United States

Sell

To: City of Brandon
Jodi Compton
1000 Municipal Dr.
Brandon, MS 39042
United States

Ship

To: City of Brandon
Jodi Compton
1000 Municipal Dr.
Brandon, MS 39042
United States
601-383-4305

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Net 30 Days	John King

Item No.	Description	UOM	QTY	Unit Price	Total Price
1CSFF06020200N00U00	FOLD FLEX ONE CS BKS BLK GBLK	Each	500	\$44.00	\$22,000.00
CRTTREE1	MULTI FUNCTION TREE CART;MESH AND SWIFTSET FLDGCHRS	Each	10	\$764.00	\$7,640.00
	Multifunction Tree cart Holds any of these options Flex/Mesh One-60, Flex FX/LX -72, SwiftSet Folding: 96 , SwiftSet Folding Uph.72. Freight Estimate - 53' Rail #148839		1	\$4,475.93	\$4,475.93
	Dock to dock delivery				

THANK YOU FOR CHOOSING MITY!

Subtotal \$34,115.93
Sales Tax \$0.00
Quote Total \$34,115.93

Signature:

Date:

* NET Pricing Applied. * Quotes are valid for 30-days. * Delivery is Dock-to-Dock. * Sales Tax may be applicable.

* Customer is responsible for offloading order at delivery time unless otherwise prearranged.

*Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.

* Mity, Inc. charges a 3% processing fee for all credit card payments.



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191



business interiors

146 Market Ridge Dr.
Ridgeland, MS 39157

PH # (601) 969-1000

FAX # (601) 969-5559

To: CITY OF BRANDON
Attn: JODY COMPTON

Date: 07/17/2024
Salesperson: Ashlee Thomas
ashleethomas@bijackson.com

<i>QTY</i>	<i>Description</i>	<i>List Price</i>	<i>Sell Price</i>	<i>Sell Extended</i>
500EA	We are pleased to submit the following quotation: 1CSFF06020200N00U00 FOLD FLEX ONE CS BKS BLK GBLK 	\$97.00	\$69.00	\$34,500.00
10EA	MULTI FUNCTION TREE CART;MESH AND SWIFTSET FLDGCHRS 	\$1,674.00	\$1,169.00	\$11,690.00
SUBTOTAL				\$46,190.00

	TAX EXEMPT TOTAL	\$46,190.00
DROP SHIP TO: BRANDON CIVIC CENTER ATTN: JODY COMPTON 1000 MUNICIPAL DR BRANDON, MS 39042 PH 601-383-4305 * Delivery is Dock-to-Dock		

We appreciate the opportunity to submit this quotation and sincerely hope we may be of service to you. Applicable Taxes are **NOT** included in the above figures. 4% added to orders when using credit card for payment. ½ Down Payment Due at placement of order and balance due 15 Net from arrival.

BY Ashlee Thomas



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/23/2024
SUBJECT: QUOTE FOR INTERIOR POWER AT QUARRY MAINTENANCE BUILDING

Consideration to approve the quote from Elcon Electrical Contractors, Inc. in the amount of \$16,750.00, for the interior power to the Quarry Maintenance Building.

ATTACHMENTS:

1. Memo_Quarry Maintenance Building_072324
2. Quote_Elcon Electric-Quarry Maintenance
3. Quote_Phoenix Electric-Quarry Maintenance



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: QUARRY MAINTENANCE BUILDING INTERIOR POWER

Asking for your consideration to approve the quote from Elcon Electrical Contractors, Inc., shown below, to install all wiring for receptacles, interior and exterior lights, switches, exhaust fan, air conditioners and circuit breaker needed .

We received an additional quote and recommend Elcon Electrical Contractors, Inc. as the lowest and best quote and authorize the mayor to execute the same.

- Elcon Electrical Contractors, Inc. - \$16,750.00 GL Code 001-092-600

Additional quote received from:

- Phoenix Electrical Contractors, Inc. -\$18,650.00

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS

- Elcon Electrical Contractors, Inc., Quote
- Phoenix Electrical Contractors, Inc., Quote

ELCON ELECTRICAL CONTRACTORS, INC.
P.O. Box 1921
Brandon, MS 39043
(601) 825-4844
fax (601) 825-8884

PROPOSAL
July 22, 2024

City of Brandon
The Quarry
New Shop

Scope of work:
Labor and materials for electrical work on new shop

Pricing includes

1. All labor and material to perform the work above.
2. All electrical work is in accordance with local codes.
3. Install wiring to interior lighting (existing), receptacles, welder, air compressor, restroom, air conditioners, exhaust fans, and exterior lighting. All circuits will be installed using mc cable and emt conduit. New circuit breakers included

Pricing does not include, but not limited to the items listed below.

1. Repairs to any other existing electrical deficiencies not specified.
2. Sales tax

This proposal is valid for 30 days from the date established above.

We hereby propose to furnish material and labor to provide a complete electrical system in accordance with the specification and drawings listed above for the sum of:

Labor and materials
Total Cost: 16,750.

RODNEY BLAKENEY
ELCON ELECTRICAL CONTRACTORS, INC.
P.O. BOX 1921 • BRANDON, MS 39043
OFFICE 601-825-4844
CELL 601-540-8312
EMAIL rodney@elconec.com

PROPOSAL

Phoenix Electrical Contractors, Inc.

121 Hillandale Lane
Pearl, MS 39208

www.phoenixelectricalinc.com
Office : 601-824-0208

To: City of Brandon

Phone	Date
	7/22/2024
Job Name/Location	
The Quarry New Shop	
Job Number	Job Phone

We hereby submit specifications and estimates for:

We propose to supply the labor and material to complete the following project.

1. Run new conduit and MC cable to supply electrical circuits for the following items.

Existing lighting, receptacles, welder, air compressor, air conditioners, exhaust fans, exterior lighting and restrooms.

New circuit breakers will be installed into the existing panels.

Any other material or labor will be considered extra.
This price is based on normal working hours.
No sales tax included.

Once demand is made for payment, and payment is not made in-
collection, including attorney's fees, shall be paid by the client.

30 days, interest will accrue at 1.5% per month. Any cost of

We propose hereby to furnish material and labor --- complete in accordance with the above specifications, for the sum of

\$ **18,650.00**

Payment to be made as follows:

Due upon completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized
Signature James W. Hall II

Note: This proposal may be
withdrawn by us if not accepted within

30 days

Acceptance of Proposal ----- The above prices, specifications and
conditions are satisfactory and are hereby accepted. You are authorized to do the work as
specified. Payment will be made as outlined above.

Signature _____

Signature _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/25/2024
SUBJECT: TRAVEL PERMISSION - JODY COMPTON

Consideration to approve Jody Compton permission to attend two courses in Pearl, MS, one on September 25-26 for Introduction to ArcGIS pro and the other one on December 4-5 for Intermediate ArcGIS Pro. The classes will teach us how to map our irrigation systems throughout the City and are at no cost to the City of Brandon.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/26/2024
SUBJECT: TRAINING FOR RIGGIN

Consideration to approve the registration/travel for the City Accountant Tracie Riggins to attend the MSCPA Annual Conference on August 15-16, 2024 in Ridgeland, MS in the amount of \$295.00.

ATTACHMENTS:

1. MSCPA CONFERENCE RIGGIN

Online registration is easy! Login and register for all your classes online by visiting www.ms-cpa.org/education/cpe-catalog.

Personal Information ☐ Check here for a change of address

Tracie S Riggin
First MI Last

5267
MSCPA Member Number

City of Brandon
Firm/Company

108 Dickson Drive
Preferred Address ☒ Home ☐ Business

Brandon MS 39042
City State ZIP

601-850-9548
Phone

tracieriggin@gmail.com
Email Address (for registration confirmation)

Membership Information

Are you a MSCPA Member? ☒ Yes ☐ No ☐ Join
Are you an AICPA Member? ☒ Yes ☐ No AICPA# _____
Are you a CPA? ☒ Yes ☐ No
For CLE credit, please list your BPR# _____

Course Selection

Course Information			In-Person Only	Fee Information			
Course Date	Course Title	Course Code	Printed Materials Y/N	MSCPA Member Fee	Non-Member Fee	AICPA Discount (when applicable)	Subtotal
8/15 - 8/16/24	Governmental Accounting & Auditing	GAAC 2242	Y	295.00			295.00

Total \$ 295.00

Course Materials: Links to e-materials will be listed with your course registrations in your account on the MSCPA website seven calendar days before the course. The option for in-person registrants to request printed materials is only available up to 5 business days prior to the course date. Walk-in registrants and those registering between 1 and 5 days before the course will be sent an electronic link to the e-materials. "Extra" printed course materials will not be available on site. **Printed materials are not available for conferences.**

AICPA Discount: AICPA members will receive a \$30 discount per 8-hours of content off the price of designated 8-hour and 16-hour AICPA events. Designated AICPA events will be identified in all marketing pieces.

If you have not received an email confirmation two business days prior to the course date, please contact the Society office at 601-856-4244. You may fax your completed registration form to 601-856-8255 or mail it to MSCPA, 306 Southampton Row, Ridgeland, MS 39157.

Payment Information

☐ Check (Make payable to MSCPA)

Credit Card: ☐ Visa ☐ Mastercard ☐ Discover ☐ AMEX

Card Number

Expiration Date

Security Code (required to complete transaction)

Signature

Name as it appears on card

☐ Company credit card ☐ Personal credit card

Special Needs

☐ Check here if you require special services, including dietary restrictions. Please notify MSCPA in advance of your needs lcarlisle@ms-cpa.org, 601-856-4244.

 2024 MSCPA Annual Convention: [Details](#)

In Person: Governmental Accounting and Auditing Conference

[← RETURN TO THE CPE CATALOG](#)

 **THURSDAY, AUGUST 15, 2024 @ 8:30AM – FRIDAY, AUGUST 16, 2024 4:30PM**

[Add to Calendar](#)

Description

This event for government accountants will provide the crucial guidance you need to stay in compliance with the many A&A rules affecting your practice, business or clients. Visit the website at www.ms-cpa.org for a complete agenda. This course qualifies for 16 hours of Yellow Book credit.

SILVER SPONSOR:



Harper, Rains, Knight & Company

Credits

[← SCROLL →](#)

CATEGORY	AMOUNT
Accounting&Auditing	16.00

Sessions

Thursday, August 15, 2024

☐ **Breakfast and Networking (001)**

7:45am - 8:30am **\$0.00**

☐ **Emerging Issues in Governmental Reporting - Uniform Guidance, Green Book, Yellow Book, Risk Compliance, Grant Compliance, and so much more! (002)**

8:30am - 4:20pm **\$0.00**

Topics to be discussed:

- Uniform Guidance Changes and 2024 Update
- Practical Guidance for Federal Grant and Single Audit Compliance and Update
- Common Single Audit Findings
- Peer Review Findings
- Yellow Book Update
- Audit Standards Update
- SAS 145
- SOC Engagements

Credits: Accounting&Auditing 8

Leaders:

- Becky Hammond

Friday, August 16, 2024

☐ **Breakfast and Networking (003)**

7:45am - 8:30am

\$0.00

☐ **GASB Update (004)**

8:30am - 11:00am

\$0.00

Credits: Accounting&Auditing 3

Leaders:

- Melisa Galasso

☐ **Tip and Tricks for a Smooth Audit (005)**

11:10am - 12:00pm

\$0.00

Credits: Accounting&Auditing 1

Leaders:

- Leigh E. Taylor

☐ **OSA Update with the Attorney General's Office (006)**

12:50pm - 2:30pm

\$0.00

Credits: Accounting&Auditing 2

Leaders:

- Thomas S. Chain

- [Jon McCormick](#)
- [Misty Monroe](#)

☐ **ARPA Panel (007)**

2:40pm - 3:30pm

\$0.00

Credits: Accounting&Auditing 2

Leaders:

- [Brandi Conico](#)
- [Jon McCormick](#)

Course Materials

Links to the e-materials will be listed with your course registration in your account on the MSCPA website seven calendar days before the course. You will receive an e-mail when the materials are available.

The option to request printed materials is only available up to 5 business days prior to the course date. Walk-in registrants and those registering between 1 and 5 days before the course will be sent an electronic link to the e-materials by default. "Extra" printed course materials will not be available on site. Printed materials are not available for conferences.

Add to Cart

Leaders

Thomas S. Chain

Misty and her husband, Clark, live in Jackson and are members of Galloway Memorial United Methodist Church. Their daughter and son-in-law live in South Carolina, and their son attends NYU's Grossman School of Medicine.

Leigh E. Taylor



Leigh is a Senior Manager with Forvis Mazars in the Assurance Practice. Leigh has more than 18 years of accounting experience, including more than 6 years in public accounting. Prior to working for Forvis Mazars, Leigh was the Director of Quality Assurance for a state audit agency. Leigh primarily serves nonprofit, education and public sector clients. Leigh has previously served public and large private companies in a variety of industries with assurance and consulting services but now primarily focuses on working with clients that fall under Governmental Accounting Standards. She has worked with firms and agencies throughout the state of Mississippi to assist in the implementation of and training on new accounting standards including speaking at conferences throughout the state. Leigh is a member of the American Institute of Certified Public Accountants, the Mississippi Society of Certified Public Accountants where she serves on the Governmental Committee, the AGA, and the Government Finance Officers Association.

Leigh has previously served in various treasurer and finance roles for the First Presbyterian Day School Crusader Club and the Junior League of Jackson. She is also an active member of the Metro Jackson Chi Omega Alumni Association and her church, Highlands Presbyterian Church. She is a graduate of Mississippi State University with a bachelor's degree and master's degree in accounting.

PRICING

Your price: **\$295.00**

This is your base price and does not reflect any additional session fees, optional add-ons, or guest registrations.

COURSE CODE

GAAC

CREDITS

16 Credits

LOCATION

Mississippi Society of CPAs (Ridgeland, 39157)

306 Southampton Row

Ridgeland, MS 39157

601-856-4244

VENDOR

Mississippi Society of CPAs

FIELDS OF INTEREST

Government Accounting & Auditing

Government (General)

Yellowbook

CURRICULUM

Accounting and Auditing

Governmental

Yellow Book



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 07/26/2024
SUBJECT: CONSIDERATION TO APPROVE THE DISPOSAL/SHREDDING OF

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, REBECCA PEVEY
DATE: 07/26/2024
SUBJECT: SALE OF LIGHT FIXTURES

Request permission to surplus approximately 82 fluorescent light fixtures and 14 stage spotlights, which are no longer of use or value to the City, and authorize the sale of the same on GovDeals.

ATTACHMENTS:

1. light fixture pictures 1
2. light fixture pictures







MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 07/08/2024
SUBJECT: CONSIDERATION TO APPROVE:DOCKET OF CLAIMS FOR AUGU

Consideration to approve:

- a. Docket of Claims for August 5, 2024.
- b. Fox Everett claims released on July 25, 2024.
- c. Electronic fund transfers for July 31, 2024.

ATTACHMENTS:

1. Claims Docket_08-05-2024
2. July 25, 2024
3. July 2024 Memo to the Board



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	001-000							
97135	2394	AFLAC		966332	AUG 2024 ACC/HOSP/STD INS	001-000-156	11	\$48.48
						001-000-157	11	\$102.12
						001-000-120	11	\$30.24
97141	4011	AMERICAN UNITED LIFE INS. CO.		G00611669- 0001-000 AUG 24	AUG 2024 VOL TERM LIFE INS	001-000-155	11	\$1,453.51
				G00611669- 0000-000 AUG 24	AUG 2024 BASIC LIFE INS	001-000-125	11	\$474.27
97159	676	CITY OF BRANDON		08/01/2024	JUL 2024 EMPLOYEE FLOWER FUND	001-000-127	11	\$104.00
97162	260	COLONIAL LIFE & ACCIDENT		7029838080128 3	AUG 2024 P&P & LIFE INS	001-000-128	11	\$2,645.44
						001-000-129	11	\$377.84
97193	2002	FOX-EVERETT/COB		07/18/2024	JUL 2024-MEDICAL AND DENTAL INS	001-000-116	10	\$78,906.00
						001-000-117	10	\$5,082.66
				07/25/2024	AUG 2024-MEDICAL AND DENTAL INS	001-000-116	10	\$76,012.00
						001-000-117	10	\$5,060.14
97224	13832	MELISANDE PITTMAN		07/22/2024	ROOM RENTAL FULL DEPOSIT REFUND	001-000-311	10	\$150.00
97231	13834	MLS UNITED LLC		07/25/2024	ROOM RENTAL FULL DEPOSIT REFUND	001-000-321	10	\$400.00
97235	4611	MS HEALTH ADVOCACY PROGRAM		07/30/2024	ROOM RENTAL FULL DEPOSIT REFUND	001-000-321	10	\$500.00
97291	12364	UNUM INSURANCE COMPANY		0442883-001 6 AUG 24	AUG 2024 VISION INS	001-000-122	11	\$1,004.73

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Total For Department				001-000				\$172,351.43
Dept#	001-010							
97250	985	POSTAGE BY PHONE		07/26/2024	POSTAGE FOR COURT SERVICES	001-010-691	10	\$1,000.00
97275	3699	STAPLES CONTRACT & COMMERCIAL, INC	18090	6007040639	Cleaning & Office Supplies-PD & Court Services	001-010-500	10	\$24.95
						001-010-500	10	\$8.80
						001-010-500	10	\$12.69
						001-010-500	10	\$19.90
						001-010-500	10	\$333.24
			18090	6007040637	Cleaning & Office Supplies-PD & Court Services	001-010-500	10	\$42.46
Total For Department				001-010				\$1,442.04
Dept#	001-040							
97145	1873	BENCHMARK ENGINEERING		25467	BOUNDARY SURVEY-ENTERGY PROPERTY-WEST OF CITY HALL	001-040-607	10	\$500.00
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024-07/18/2024	001-040-605	10	\$34.48
						001-040-605	10	\$34.48
						001-040-605	10	\$34.48
						001-040-605	10	\$34.48
						001-040-605	10	\$34.48



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-040-605	10	\$34.48
						001-040-605	10	\$34.48
						001-040-605	10	\$53.08
97195	11728	GEORGANNA KEENUM		2121-2-2940-513990-24.4.2	REMOTE PRESENTER & AAA BATTERIES	001-040-550	10	\$56.69
97199	4763	GREEN OAK GARDEN CENTER LLC	17906	24183	AUG 2024-Plant Care Services	001-040-600	10	\$150.00
97232	11622	MORROW REALTY, LLC		07/15/2024	APPRAISAL FEE FOR 5.24+/- ACRES	001-040-600	10	\$750.00
97272	12742	SOUTHERN RUBBER STAMP, INC.	18092	79891	Personalized Signature Stamps	001-040-500	10	\$49.92
97280	4578	TECHSOURCE SOLUTIONS INC	17808	64506	Laptop For Mayor	001-040-730	10	\$2,075.00
				Total For Department	001-040			\$3,910.53
Dept#	001-092							
97151	4919	BROADBAND VOICE, LLC		113093	CITY HALL & LIBRARY PHONE- AUG 2024	001-092-605	10	\$981.98
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024-07/18/2024	001-092-605	10	\$53.08
						001-092-605	10	\$53.08
						001-092-605	10	\$53.08
97157	389	CENTERPOINT ENERGY ENTEX		6641534-0 JUL 24	1351 W GOVERNMENT ST	001-092-630	10	\$152.16
97158	1999	CINTAS CORPORATION NO 210		4198745837	UNIFORMS	001-092-535	10	\$3.85
						001-092-535	10	\$8.02
				4199449364	UNIFORMS	001-092-535	10	\$3.85
						001-092-535	10	\$8.02
97166	12880	COMSOUTH INC	16698	207100	AUG 2024 FLEET TRACKING	001-092-600	10	\$2,340.00



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97181	2245	ENTERGY		10019053434	ENTERGY COLLECTIVE BILL- JUL 2024	001-092-630	10	\$8,850.68
						001-092-630	10	\$229.42
97191	860	FLEETCOR TECHNOLOGIES		NP66789209	ACCT 126876-FUEL FOR WEEK 07/08/2024- 07/14/2024	001-092-525	10	\$96.69
				NP66812794	ACCT #126876- FUEL FOR WEEK 07/15/2024- 07/21/2024	001-092-525	10	\$53.94
				NP66840028	ACCT #126876- FUEL FOR WEEK 07/22/2024- 07/28/2024	001-092-525	10	\$83.62
97204	2567	INSURANCE MART		411868	SURETY BOND- REBECCA DEAR	001-092-601	10	\$175.00
97206	604	INT'L INSTITUTE OF MUNICIPAL CLERKS		07/09/2024	IIMC MEMBERSHIP DUES-MARY ANN HESS	001-092-695	10	\$185.00
97213	10529	K&S TRUCKING LLC	18149	24772	Vin #5581-Oil Change & Tire Rotation	001-092-635	10	\$80.00
97225	4566	METRO BUILDING SERVICES, INC	18004	54984	Replace Transducer On Circuit 2 For AC#2	001-092-636	10	\$2,913.53
97227	6093	MIDSOUTH ELEVATOR, LLC	16718	INV-03530	JUL 2024-CITY HALL ELEVATOR SERVICE	001-092-600	10	\$214.16
97237	203	MSU EXTENSION CENTER FOR		07/17/2024- 09/11- 09/13/2024	CMC PROGRAM REGISTRATION FEE/PEVEY-B/A 7/15/2024	001-092-685	10	\$300.00
97238	203	MSU EXTENSION CENTER FOR		07/17/2024- 10/2-10/4/2024	CMC PROGRAM REGISTRATION FEE/HUNLEY-B/A 7/15/24	001-092-685		\$300.00



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97247	968	PHELPS		1366518	SOCIAL MEDIA TRAINING	001-092-608	10	\$948.75
97248	2707	PITNEY BOWES INC / SUPPLIES	18020	1025632682	Postage Supplies-Ink & Tape Strips	001-092-500	10	\$71.39
97250	985	POSTAGE BY PHONE		07/19/2024	POSTAGE FOR CITY HALL MACHINE	001-092-500 001-092-691	10 10	\$285.58 \$108.22
97254	9654	PROTEL, INC	16773	240700409	ACCT #1364-CALL CENTER SERVICE	001-092-600	10	\$8.00
97261	1029	RANKIN COUNTY SCHOOL DIST		07/11/2024-16-5-3 I8N-66	LEASE PMT/16-5-3 I8N-66	001-092-642	10	\$600.00
				07/11/2024-16-5-3 I8M-12-10	LEASE PMT/16-5-3 I8M-12-10 1.066A HWY 80 & I-20	001-092-642	10	\$320.00
97262	12708	RECURO HEALTH, INC		52704	JUL 2024 MD LIVE	001-092-480	11	\$322.50
97266	1880	SEFCO ELECTRICAL SUPPLY	18137	3384-1076279	Case Of SYL 32W 4100 Color T-8 Bulbs	001-092-636	10	\$95.70
97272	12742	SOUTHERN RUBBER STAMP, INC.	18092	79891	Personalized Signature Stamps	001-092-500	10	\$49.92
97275	3699	STAPLES CONTRACT & COMMERCIAL, INC	18139	6007694500	Office Supplies	001-092-500	10	\$14.89
						001-092-500	10	\$9.26
						001-092-500	10	\$14.15
						001-092-500	10	\$30.52
97280	4578	TECHSOURCE SOLUTIONS INC		64505	JUN 2024-CITY WIDE LABOR BILL	001-092-600	10	\$4,851.00
				64932	JUL 2024-IT DEPT SOFTWARE	001-092-600	10	\$1,098.75
			16696	MSP-64691	JUL 2024-SERVER CONTRACT	001-092-695	10	\$8,765.00
97282	11832	THE LANDING PLANT & FEED LLC	18151	32915	50 Pinestraw Rolls For Landscape Weed Control	001-092-637	10	\$620.00
97286	3845	TRUSTMARK VISA/MC - CAROLYN PALMER	16719	08/01/2024	AUG 2024-QUICKBOOKS	001-092-600	10	\$90.00



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97291	12364	UNUM INSURANCE COMPANY		0442883-001 6 AUG 24	MONTHLY PAYMENT AUG 2024 VISION INS	001-092-480	11	\$15.00
97293	11103	VESTIS GROUP INC F/K/A ARAMARK		2780260612	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	10	\$45.95
				2780262721	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	10	\$45.95
				2780264821	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	10	\$45.95
Total For Department				001-092				\$35,595.64
Dept#	001-112							
97138	12626	AMANDA "AJ" MARBURY		07/12/2024	MASRO CONFERENCE-B/A 2/20/2024	001-112-685	10	\$165.90
97143	2275	AT&T		601M31- 35470010590 AUG 24	PD T-LINE 1-07/23 TO 08/22/2024	001-112-605	10	\$243.96
97151	4919	BROADBAND VOICE, LLC		113095	PD PHONE AND FAX LINE-AUG 2024	001-112-605	10	\$825.44
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024- 07/18/2024	001-112-605	10	\$48.90
						001-112-605	10	\$48.90
						001-112-605	10	\$34.48
						001-112-605	10	\$34.48
						001-112-605	10	\$34.48
						001-112-605	10	\$22.57
						001-112-605	10	\$34.48



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						001-112-605	10	\$34.48
						001-112-605	10	\$34.48
						001-112-605	10	\$48.90
						001-112-605	10	\$48.90
						001-112-605	10	\$34.48
97154	13787	CAPITOL TOWING INC		14813	TOW/VIN #9714 UNIT 17-001	001-112-635	10	\$70.00
97157	389	CENTERPOINT ENERGY ENTEX		3194068-7 JUL 24	1455 W GOVERNMENT ST- 06/05 TO 07/08/24	001-112-630	10	\$68.92
97163	4293	COMCAST CABLE		8396410610147 155 JUL 24	PD INTERNET-07/18 TO 08/17/2024	001-112-605	10	\$270.25
97169	4870	CROW BURLINGAME CO.	18119	6006-6251	Battery For Unit 20- 000	001-112-635	10	\$165.00
97176	356	DPS LAW ENFORCEMENT		90146629	JUN 2024 ANALYTICAL FEES	001-112-600		\$120.00
97181	2245	ENTERGY		10019053434	ENTERGY COLLECTIVE BILL- JUL 2024	001-112-630	10	\$4,156.65
97191	860	FLEETCOR TECHNOLOGIES		NP66789209	ACCT 126876-FUEL FOR WEEK 07/08/2024- 07/14/2024	001-112-525	10	\$1,858.18
				NP66812794	ACCT #126876- FUEL FOR WEEK 07/15/2024- 07/21/2024	001-112-525	10	\$1,777.57
				NP66840028	ACCT #126876- FUEL FOR WEEK 07/22/2024- 07/28/2024	001-112-525	10	\$1,577.69
97204	2567	INSURANCE MART		411869	SURETY BOND- ASHLENN ERRINGTON	001-112-601	10	\$175.00
97210	13835	JOHN DRAGOO		07/19/2024	COMMAND COLLEGE-B/A 6/03/2024	001-112-685	10	\$33.47



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				07/24/2024	SCENARIOS & TACTICS FTO CLASS-B/A 3/04/2024	001-112-685	10	\$86.60
97213	10529	K&S TRUCKING LLC	18091	24608	Mount, Balance & Tire Disposal/Unit 20-008	001-112-635	10	\$32.00
						001-112-635	10	\$10.00
97219	12955	LYDIA EASLEY - PETTY CASH CUSTODIAN		07/31/2024	REIMBURSE PETTY CASH EXPENSES- JUL 2024	001-112-540	10	\$17.98
97233	784	MS ASSOCIATION CHIEFS OF POLICE	17961	MCC2024	MS Command College/Ramage & Dragoo-B/A 6/3/2024	001-112-685	10	\$750.00
97234	4590	MS DEPT OF REVENUE		07/12/2024	VIN #4308 TAG RENEWAL	001-112-690	10	\$16.00
97244	931	O'REILLY AUTO PARTS	18030	1129-424582	Wiper Blades, AC Relays, Brake Rotors & Pads	001-112-635	10	\$18.68
						001-112-635	10	\$14.05
						001-112-635	10	\$8.03
						001-112-635	10	\$255.00
						001-112-635	10	\$67.90
			18008	1129-423423	Wiper Blades, Headlight Bulb, Brakes & Rotors	001-112-635	10	\$4.50
						001-112-635	10	\$6.36
						001-112-635	10	\$35.14
						001-112-635	10	\$71.70
						001-112-635	10	\$185.00
			17979	1129-423422	Fog Light Bulb Unit 19-001	001-112-635	10	\$4.83
97245	3644	PATRIOT AUTO BODY	17928	RO #13829- FINAL BILL	VIN #1325 2020 Chevy Tahoe-Body Shop Repairs	001-112-635	10	\$2,385.94
			17925	RO #13808-	VIN #5940 2015	001-112-635	10	\$7,426.40

Report run by: ttrebotich



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				FINAL BILL	Dodge Charger-Body Shop Repairs			
97251	989	PRECISION DELTA CORP.	17381	30966	Ammo For Duty, Training & Swat-B/A 2/20/2024	001-112-570	10	\$2,991.00
97255	5576	QUALITY RECORDING SOLUTIONS, LLC		24196	ANNUAL SERVICE CONTRACT- EVENTIDE NEXLOG RECORDING SYSTEM-8/01/2024 TO 7/31/2025	001-112-600	10	\$2,950.00
97257	1012	RANCO TRANSMISSION SERV.	18088	30222	Transmission/VIN #9714 Unit 17-001	001-112-635	10	\$2,900.00
						001-112-635	10	\$850.00
						001-112-635	10	\$50.00
						001-112-635	10	\$100.00
						001-112-635	10	\$100.00
97258	2477	RANKIN CO SHERIFF DEPT		SO-53656	JUN 2024- FEEDING/HOUSING INMATES	001-112-523	10	\$925.00
97267	5241	SHRED-IT		8007885832	SHRED SERVICES- PD-06/28/2024	001-112-600	10	\$159.34
97275	3699	STAPLES CONTRACT & COMMERCIAL, INC	18090	6007040639	Cleaning & Office Supplies-PD & Court Services	001-112-510	10	\$9.62
						001-112-510	10	\$9.40
						001-112-510	10	\$16.18
						001-112-510	10	\$53.22
						001-112-510	10	\$289.52
						001-112-510	10	\$106.44
			18090	6007040637	Cleaning & Office Supplies-PD & Court Services	001-112-510	10	\$6.79
				6007694504	CREDIT 1 CT PAPER TOWELS- INV 6007040639	001-112-510	10	(\$36.19)



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				6007694503	1 CT PAPER TOWELS	001-112-510	10	\$36.19
97280	4578	TECHSOURCE SOLUTIONS INC	16695	64694	JUL 2024-PD MONTHLY FIREWALL	001-112-605	10	\$530.00
97283	3994	THE SOUTHERN CONNECTION POLICE SUPPLIES LLC	17514	31300	Outer Carrier & Carrier For Connor Smith	001-112-535	10	\$228.42
						001-112-535	10	\$829.00
			17553	31284	Carrier & Vest For Tanna Green	001-112-535	10	\$228.42
						001-112-535	10	\$829.00
			17981	31009	2 Port Auth Shirts For LT Wade	001-112-535	10	\$89.98
			18146	31364	Boots For Beeman	001-112-535	10	\$99.99
97287	13013	TRUSTMARK VISA/MC - LYDIA EASLEY		FOLIO NO 136037	HOTEL FOR SCENARIOS & TACTICS FTO CLASS/MARTIN & DRAGOO-B/A 3/04/2024	001-112-685	10	\$692.52
Total For Department				001-112				\$38,407.51
Dept#	001-161							
97139	10473	AMAZON	18144	16Q1-NHR4-CCJH	COMMERCIAL SOAP DISPENSERS-STATIONS 2-3-4-5	001-161-510	10	\$119.95
97142	11553	ARENDER PLUMBING AND HEATING SUPPLY & PARTS, INC.	18164	1041529	New Hot & Cold Water Faucet Valves	001-161-637	10	\$71.36
97149	3976	BOUND TREE MEDICAL LLC	18156	85428829	RESCUE/MEDICAL SUPPLIES	001-161-555	10	\$267.56
						001-161-555	10	\$97.38
						001-161-555	10	\$87.98



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97151	4919	BROADBAND VOICE, LLC		113089	FD-1 PHONE-AUG 2024	001-161-555 001-161-605	10 10	\$468.53 \$72.41
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024- 07/18/2024	001-161-605	10	\$48.90
						001-161-605	10	\$48.90
						001-161-605	10	\$53.08
						001-161-605	10	\$48.90
						001-161-605	10	\$34.48
						001-161-605	10	\$34.48
						001-161-605	10	\$34.48
						001-161-605	10	\$34.48
						001-161-605	10	\$34.48
						001-161-605	10	\$34.48
						001-161-605	10	\$48.90
97156	12555	CAVENDER STORES, LTD	18035	0245550-IN	REPLACEMENT BOOTS FOR CONNOR CLAYTON	001-161-535	10	\$165.00
			18163	0247570-IN	REPLACEMENT WORK BOOTS/WEBB	001-161-535	10	\$139.99
97157	389	CENTERPOINT ENERGY ENTEX		3194066-1 JUL 24	16 WOODGATE DR- FS #5-06/05 TO 07/08/24	001-161-630	10	\$70.54
				10594862-4 JUL 24	147 KENNEDY FARM PKWY-FS #3	001-161-630	10	\$54.24
				3133152-3 JUL 24	629 MARQUETTE RD-FS #1	001-161-630	10	\$41.98
				3194065-3 JUL 24	213 POINDEXTER ST-FS #6	001-161-630	10	\$45.24
97179	3820	EMERGENCY EQUIP PROFESSIONALS	17823	504921	AIR PACKS, FACE PIECES & CARBON CYLINDERS-B/A 5/6/2024	001-161-730	10	\$52,667.82



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97181	2245	ENTERGY	18166	505115	REPAIRS TO PIERCE QUANTUM	001-161-730	10	\$7,825.62
						001-161-635	10	\$80.01
						001-161-635	10	\$349.18
						001-161-635	10	\$9.29
						001-161-635	10	\$12.25
						001-161-635	10	\$172.65
						001-161-635	10	\$582.83
						001-161-635	10	\$45.00
						001-161-635	10	\$2,960.00
						001-161-630	10	\$657.81
					ENTERGY COLLECTIVE BILL- JUL 2024	001-161-630	10	\$4.40
						001-161-630	10	\$6.14
						001-161-630	10	\$4.40
						001-161-630	10	\$4.40
						001-161-630	10	\$4.40
						001-161-630	10	\$69.63
						001-161-630	10	\$499.24
						001-161-630	10	\$72.71
97184	7770	ESI SUPPLY, LLC	17985	51315	PALLET OF WATER	001-161-690	10	\$365.40
						001-161-687	10	\$365.40
						001-161-713	10	\$1,375.00
97191	860	FLEETCOR TECHNOLOGIES	NP66789209		ACCT 126876-FUEL FOR WEEK 07/08/2024- 07/14/2024	001-161-525	10	\$856.13
						001-161-525	10	\$774.40



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				NP66840028	07/15/2024- 07/21/2024 ACCT #126876- FUEL FOR WEEK 07/22/2024- 07/28/2024	001-161-525	10	\$451.89
97192	2742	FOWLER BUICK PONTIAC GMC	18116	111813S	DIAGNOSTICS FOR 2022 CHEVY VIN #3271	001-161-635	10	\$100.00
97203	575	HOME DEPOT CREDIT SERVICES	17284	4512299	SHOWERHEAD, TOILET TANK LEVER & PTFE TAPE	001-161-637	10	\$52.43
			17284	3972765	SHEATHING PLYWOOD, HD HOSE	001-161-550	10	\$108.04
						001-161-635	10	\$0.00
						001-161-637	10	\$0.00
			18115	9024755	FLAT BRUSHES, PAIL, CONCRETE MIX, PAINT STICK	001-161-637	10	\$19.05
			18115	3020297	TOILET TANK LEVER	001-161-637	10	\$11.47
			18115	5021199	PAINT SUPPLIES, WATER HOSES & NOZZLES	001-161-637 001-161-550	10 10	(\$0.23) \$133.00
						001-161-637	10	\$151.43
						001-161-637	10	(\$5.69)
97205	609	INTERSTATE ALL BATTERY CENTER	18142	1902503040815	(2) CASES OF AA & AAA BATTERIES	001-161-550	10	\$195.00
						001-161-550	10	\$97.50
97211	3704	JONES & BARTLETT LEARNING LLC	18114	941321	FD INCIDENT SAFETY OFFICER BOOK/CLAYTON	001-161-685	10	\$103.36
97215	1734	LANGFORD WATER ASSOCIATION, INC		1228-JUL 24	GRANTS FERRY RD	001-161-630	10	\$41.00



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97240	6282	NATCHEZ GRAND HOTEL AND SUITES		07/25/2024	& WARNER-06/01-07/05/24 MESAPA CONFERENCE/PAL MER-B/A 3/4/24	001-161-696		\$401.85
97241	6282	NATCHEZ GRAND HOTEL AND SUITES		07/26/2024	MESAPA CONFERENCE/ROB ERTS-B/A 7/01/24	001-161-696		\$267.90
97244	931	O'REILLY AUTO PARTS	18117	1129-428336	BATTERY FOR VIN #3271 2022 CHEVY	001-161-635	10	\$266.48
			17638	1129-428536	SEALED BEAM HEADLIGHT	001-161-635	10	\$14.32
			17638	1129-429822	LOCKPLATE TOOL	001-161-635	10	\$21.99
			17638	1129-429838	RETURNED LOCKPLATE TOOL; PURCHASED S/W PULLER	001-161-635	10	(\$21.99)
						001-161-635	10	\$18.99
			17638	1129-430272	GALLONS OF CAR WASH	001-161-635	10	\$62.91
97249	3565	POLLCHAPS LLC	17890	21794	EMBROIDERY NAMES ON STRAPS OF GEAR BAGS	001-161-535	10	\$30.00
			18165	22318	2XL CAPS/MCCLORA & HOELTER	001-161-535	10	\$77.98
97250	985	POSTAGE BY PHONE		07/19/2024	POSTAGE FOR CITY HALL MACHINE	001-161-691	10	\$2.92
97275	3699	STAPLES CONTRACT & COMMERCIAL, INC	18161	6007694499	OFFICE SUPPLIES	001-161-500	10	\$11.74
						001-161-500	10	\$20.14
						001-161-500	10	\$15.08
						001-161-500	10	\$6.52
						001-161-500	10	\$12.35



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						001-161-500	10	\$23.93
						001-161-500	10	\$422.70
						001-161-500	10	\$7.34
						001-161-500	10	\$20.36
97276	1158	STATE FIRE ACADEMY		32482	FIRE SERVICE CHAPLAIN-6/11/24- PLOTKIN	001-161-685	10	\$125.00
			17986	32495	FIRE INVESTIGATOR 1033-6/10/24- CONNOR CLAYTON	001-161-685	10	\$640.00
			17229	32525	FIREFIGHTER 1001- I-II/02-26-24/COLE, MOLONEY & WILSON	001-161-685	10	\$1,500.00
97277	5591	SUNBELT FIRE, INC.	17528	00015338	STEERING WHEELS & SEATS ASSEMBLIES/E-3 & E-5	001-161-635	10	\$427.08
						001-161-635	10	\$414.99
						001-161-635	10	\$246.42
						001-161-635	10	\$49.97
			17528	00015334	STEERING WHEEL & CUSHION ASSEMBLY	001-161-635	10	\$414.99
						001-161-635	10	\$296.39
			17768	00015824	REVOLUTION INTAKE VALVES	001-161-730	10	\$4,500.00
97283	3994	THE SOUTHERN CONNECTION POLICE SUPPLIES LLC	17892	31446	REPLACEMENT PANTS/KING & ROBERTS	001-161-535	10	\$479.94
97286	3845	TRUSTMARK VISA/MC - CAROLYN PALMER	17886	404	SDS WEATHER- PURCHASE RADAR OMEGA FOR EOC/PD DISPATCH	001-161-685	10	\$0.00
						001-161-687	10	\$203.00



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				NP66840028	07/21/2024 ACCT #126876- FUEL FOR WEEK 07/22/2024- 07/28/2024	001-180-525	10	\$103.62
97203	575	HOME DEPOT CREDIT SERVICES		2972776	ROSEWOOD APTS- HAND HELD SPREADERS	001-180-637	10	\$83.91
97250	985	POSTAGE BY PHONE		07/19/2024	POSTAGE FOR CITY HALL MACHINE	001-180-691	10	\$154.03
97260	1028	RANKIN COUNTY NEWS		247001	ORDINANCE REZONING PARCEL HO8Q-7-20	001-180-615	10	\$182.04
				247065	ORDINANCE REZONING PROPERTY FROM RM-8 TO VMU	001-180-615	10	\$103.20
97275	3699	STAPLES CONTRACT & COMMERCIAL, INC	18139	6007694500	Office Supplies	001-180-500	10	\$10.93
						001-180-500	10	\$13.68
						001-180-500	10	\$2.53
						001-180-500	10	\$1.93
						001-180-500	10	\$0.26
						001-180-500	10	\$54.90
						001-180-500	10	\$13.70
Total For Department				001-180				\$2,481.62
Dept#	001-201							
97133	19	ADCAMP, INC.		43458	JUNE 2024 ASPHALT-REPAIRS & 2024 STREET OVERLAY PROJECT #2024-01	001-201-637	10	\$8,682.09



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97136	11983	ALLEN ENGINEERING AND SCIENCE		00240697	PHASE II STORMWATER PROGRAM- SERVICES 05/27/2024- 06/30/2024	001-201-607	10	\$1,102.50
97144	78	BAKER, DONELSON, BEARMAN,		9275415	GENERAL REP- EAST METRO CORRIDOR COMMISSION	001-201-712	10	\$1,428.00
97145	1873	BENCHMARK ENGINEERING		25468	EASTGATE DR SIDEWALK (HWY 80 TO BRIDGE)- PROJECT 2024-08	001-201-607	10	\$6,294.31
				25470	RETAINING WALL AT LOUIS WILSON DR & E SUNSET DR BOX CULVERT	001-201-607	10	\$265.00
				25474	WALKING BRIDGE REPLACEMENT BETWEEN STONEBROOK & SHILOH PARK- PROJECT 2024-11	001-201-607	10	\$1,148.82
				25475	SERENITY CT DRAINAGE IMP- PROJECT 2024-12	001-201-607	10	\$320.00
				25476	DRAINAGE IMP ALONG AFTON DRIVE-PROJECT 2024-13	001-201-607	10	\$1,007.68
				25478	STORM DRAIN IMP BETWEEN 404 & 406 PECAN RIDGE- PROJECT #2024-16	001-201-607	10	\$480.00
				25479	RAINTREE PLACE DRAINAGE STUDY & IMP-PROJECT #2024-18	001-201-607	10	\$3,600.00



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				25480	PARKING LOT DESIGN-DINING ST & POINDEXTER- PROJECT #2024-19	001-201-607	10	\$2,781.25
				25484	GENERAL SERVICES-CITY OF BRANDON	001-201-607	10	\$2,951.25
				25485	STAKEOUT AND CONSTRUCTION SERVICES FOR CITY HALL CONNECTOR RD- PROJECT #2020-05	001-201-607	10	\$540.00
				25487	MULTI-USE TRAIL FROM DT BRANDON TO SHILOH PARK- PROJECT 2024-20	001-201-607	10	\$2,636.39
				25491	GRANTS FERRY PKWY MULTI-USE PATH-PROJECT 2024-15	001-201-703	10	\$2,520.00
				25477-PAY REQ #2	MARQUETTE RD MULTI-USE PATH/ENGINEERIN G PAY REQ #2-CE&I	001-201-703	10	\$38,432.06
				25472-PAY REQ #3	HWY 80 STONEGATE/WOO DGATE ENGINEERING PAY REQ #3	001-201-703	10	\$36,471.58
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024- 07/18/2024	001-201-605	10	\$53.08
						001-201-605	10	\$53.08
						001-201-605	10	\$34.48
97158	1999	CINTAS CORPORATION NO 210		4198745837	UNIFORMS	001-201-535	10	\$11.83
						001-201-535	10	\$9.94



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				4199449364	UNIFORMS	001-201-535	10	\$12.50
						001-201-535	10	\$11.83
						001-201-535	10	\$9.94
						001-201-535	10	\$12.50
97168	2442	CORE & MAIN, LP	17719	U765520	Replace Damaged Storm Drain Inlet	001-201-637	10	\$4,743.12
97169	4870	CROW BURLINGAME CO.	18110	6006-6208	VIN #4212 2003 Ford F250	001-201-635	10	\$22.68
						001-201-635	10	\$8.82
						001-201-635	10	\$26.42
						001-201-635	10	\$15.43
			18077	6006-5872	Filters-VIN #5746 2016 Freightliner Dump Truck	001-201-635	10	\$106.00
						001-201-635	10	\$130.00
						001-201-635	10	\$22.00
97170	303	CUSTOM PRODUCTS CORP.	18017	INV10657	REPLACE STOLEN STREET SIGN-GRANTS FERRY PARKWAY AT HWY 471	001-201-637	10	\$75.44
						001-201-637	10	\$121.32
						001-201-637	10	\$20.16
97171	2183	D&S SALES	18060	37601	MAR-MAC Repair Coupling	001-201-550	10	\$228.89
			18104	37636	Pins For Tailgates On Dump Trucks	001-201-635	10	\$544.80
						001-201-635	10	\$17.00
97174	4845	DEEP SOUTH LAND IMPROVEMENT, LLC		1845	ADD'L MOWING ON CITY ROW	001-201-604	10	\$600.00
						001-201-604	10	\$350.00
						001-201-604	10	\$400.00
						001-201-604	10	\$2,000.00
						001-201-604	10	\$250.00



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				1841	JULY 2024- BUSHHOG & STRING TRIM HWY 471 ROW-B/A 3/18/24	001-201-604	10	\$7,900.00
				1837	JUNE 2024 MOWING-B/A 04/03/24	001-201-604	10	\$17,770.00
97177	10421	DUNN UTILITY	17997	24228	288 Cornerstone Dr- Concrete Pipe For Sinkhole Repair/WO #52067	001-201-637	10	\$6,236.60
			17997	24230	288 Cornerstone Dr- Concrete Pipe For Sinkhole Repair/WO #52067	001-201-637	10	\$6,236.60
97180	2190	ENTERGY		40009169258	HWY 80 AT TRICKHAMBRIDGE RD SIGNAL	001-201-630	10	\$124.12
				255006743949	405 CROSSGATES BLVD	001-201-630	10	\$137.02
				470003386576	498 CROSSGATES BLVD	001-201-630	10	\$161.30
97181	2245	ENTERGY		10019053434	ENTERGY COLLECTIVE BILL- JUL 2024	001-201-630	10	\$25.87
						001-201-630	10	\$234.91
						001-201-630	10	\$958.74
						001-201-630	10	\$84.20
						001-201-630	10	\$107.47
						001-201-630	10	\$57.01
						001-201-630	10	\$32,076.67
						001-201-630	10	\$133.50
						001-201-630	10	\$215.17
						001-201-630	10	\$849.58
						001-201-630	10	\$125.26

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						001-201-630	10	\$60.24
						001-201-630	10	\$84.20
						001-201-630	10	\$77.49
						001-201-630	10	\$118.24
						001-201-630	10	\$74.81
						001-201-630	10	\$183.28
						001-201-630	10	\$137.32
						001-201-630	10	\$61.92
						001-201-630	10	\$146.67
						001-201-630	10	\$95.69
						001-201-630	10	\$106.33
97189	10308	EZ WHEELS INC	18065	17716	Bush Hog BH25 Wheel Assembly	001-201-636	10	\$470.05
97191	860	FLEETCOR TECHNOLOGIES		NP66789209	ACCT 126876-FUEL FOR WEEK 07/08/2024- 07/14/2024	001-201-525	10	\$595.39
				NP66812794	ACCT #126876- FUEL FOR WEEK 07/15/2024- 07/21/2024	001-201-525	10	\$692.11
				NP66840028	ACCT #126876- FUEL FOR WEEK 07/22/2024- 07/28/2024	001-201-525	10	\$641.95
97194	463	FREDERICK'S SALES & SERV.	18102	01-101565	Blades For Weed Eaters	001-201-550	10	\$23.28
						001-201-550	10	\$58.98
						001-201-550	10	\$58.98
97196	144	GILMORE BROS BUILDING SUPPLY	18106	136617	Parts For Street Sign Repairs	001-201-637	10	\$18.98
						001-201-637	10	\$36.00
						001-201-637	10	\$150.00
						001-201-637	10	\$73.96



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97197	12957	GLEASON TIRES LLC	18056	07/08/2024-VIN #4212	VIN #4212 2003 Ford F250-New Tires	001-201-637 001-201-540	10 10	\$55.98 \$1,182.00
97201	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-07	JUNE 2024 GENERAL CONSTRUCTION SERVICES	001-201-637	10	\$1,708.50
				H24023-07- VARIOUS WO #S	EMERGENCY REPAIRS-JUNE 2024	001-201-720	10	\$46,157.00
97213	10529	K&S TRUCKING LLC		24503	TRAILER VIN #9534- EMERGENCY FLAT TIRE REPAIR	001-201-540	10	\$190.00
97216	693	LEWIS ELECTRIC		M2024.129	SIGNAL REPAIR- 07/05/24-HWY 80 AT GFP	001-201-604	10	\$200.00
				M2024.128	SIGNAL REPAIR- 07/05/24-HWY 471 AT GRANTS FERRY RD	001-201-604	10	\$200.00
				M2024.126	PLACEMENT OF (2) ILLUMINATED SIGNS-B/A 2/20/2024	001-201-604	10	\$9,235.00
				M2024.132	EMERGENCY TRAFFIC SIGNAL REPAIR-HWY 18 AT I-20	001-201-720	10	\$14,917.00
97221	12879	MAGCOR INDUSTRIES		132204	P/R REIMBURSEMENT FOR WORK RELEASE- 06/27/2024	001-201-604	10	\$11,152.61
97239	2377	MURPHY'S LAWN & LANDSCAPE	17902	17159	SERVICE TO REMOVE DEAD TREES & STABILIZE TREES	001-201-637	10	\$4,212.85
97243	7173	NJ FARMS INC	18053	644259	Replace Storm Drain	001-201-637	10	\$2,100.00



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					Inlet-Near 131 Lakebend Cir/WO #51451			
			17881	644254	122 Overlook Dr- Concrete Repair/WO #52803	001-201-637	10	\$4,750.00
97259	1015	RANKIN COUNTY COOPERATIVE	18094	1132047	Straw Wattles, Silt Fence, Weed Killer Dye & Truck Hitches	001-201-637	10	\$225.00
						001-201-637	10	\$134.97
						001-201-550	10	\$449.95
			18127	1133821	City Hall Connector Road Project	001-201-637	10	\$895.00
						001-201-637	10	\$109.95
97261	1029	RANKIN COUNTY SCHOOL DIST		07/11/2024-16- 5-3 18J-70-20	LEASE PMT/16-5-3 18J-70-20 754 W GOVERNMENT ST	001-201-640	10	\$1,700.00
97268	11098	SIMMONS EROSION CONTROL, INC.		PAY REQ #1	2024 EASTGATE SIDEWALK PROJECT/HB 1707/PAY REQ #1/#2024-08	001-201-720	10	\$74,437.23
97270	4620	SOUTHERN ELECTRIC CORPORATION	17693	126416	Install Two (2) Street Light Poles	001-201-720	10	\$13,857.00
97273	6085	SOUTHERN TIRE MART, LLC		2600183113	VIN #0140- EMERGENCY-NEW TIRE	001-201-540	10	\$571.95
97274	5896	SPECIALTY TREE SERVICE, LLC		1964	TREE CUTTING SERVICES- SPECIAL B/A 4/19/2024	001-201-604	10	\$48,800.00
97278	4331	SUNCOAST INFRASTRUCTURE, INC.		S24068-01F	CCTV STORM DRAIN SYSTEM IN TOWNE STATION SUBDIVISION-B/A 4/19/24	001-201-604	10	\$44,400.00
97284	3187	THORNTON CONSTRUCTION CO INC		PAY REQ #2- 07/30/2024	MARQUETTE ROAD MULTI-USE	001-201-703	10	\$331,584.41

Report run by: ttrebotich



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
PATH/PR #2/MPO PROJECT 2024-04								
97298	4949	WILLIAMS EQUIPMENT & SUPPLY CO	18095	S-4264471	Stock At Shop-Fabric For Ditches	001-201-550	10	\$2,175.00
			18124	S-4266347	CH Connector Rd-Fabric For Ditches	001-201-637	10	\$4,260.00
						001-201-637	10	\$45.00
						001-201-637	10	\$0.00
Total For Department				001-201				\$817,658.48
Dept#	001-220							
97150	12501	BRADY COMPANIES, LLC	18158	9083014	Janitorial Supplies	001-220-510	10	\$118.04
						001-220-510	10	\$199.35
						001-220-510	10	\$301.45
						001-220-510	10	\$261.44
						001-220-510	10	\$144.15
						001-220-510	10	\$61.96
						001-220-510	10	\$60.98
						001-220-510	10	\$118.08
						001-220-510	10	\$53.33
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024-07/18/2024	001-220-605	10	\$34.48
						001-220-605	10	\$53.08
						001-220-605	10	\$48.90
						001-220-605	10	\$34.48
Total For Department				001-220				\$1,489.72



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97139	10473	AMAZON		143W-LMHT-9FMP	CREDIT FOR RETURN 6x10 MS STATE FLAGS	001-340-550	10	(\$441.72)
97151	4919	BROADBAND VOICE, LLC		113091	AMP AND P&R PHONE-AUG 2024	001-340-605	10	\$177.61
97165	13116	COMPATIBLE CONCRETE COATINGS, LLC		249	2% FUNDS-APPLY EPOXY COATING TO RESTROOM FLOORS AT QUARRY & SHILOH PARK	001-340-637	10	\$20,354.00
97191	860	FLEETCOR TECHNOLOGIES		NP66789209	ACCT 126876-FUEL FOR WEEK 07/08/2024-07/14/2024	001-340-525	10	\$994.82
				NP66812794	ACCT #126876-FUEL FOR WEEK 07/15/2024-07/21/2024	001-340-525	10	\$723.25
				NP66840028	ACCT #126876-FUEL FOR WEEK 07/22/2024-07/28/2024	001-340-525	10	\$569.19
97203	575	HOME DEPOT CREDIT SERVICES		3542151	PVC WET/DRY CEMENT FOR MUSEUM REPAIRS	001-340-636	10	\$10.58
				1221387	USE 2%-WELDWOOD CONTACT CEMENT-MAINT SHOP/QUARRY	001-340-550	10	\$111.96
						001-340-550	10	(\$2.24)
				6021022	USE 2%-FRP TILE DIVIDERS & IMPACT INSERT BITS-MAINT SHOP/QUARRY	001-340-550	10	\$13.93
						001-340-550	10	(\$0.28)



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97213	10529	K&S TRUCKING LLC	18149	24743	Vin #1597-Oil Change & Tire Rotation	001-340-635	10	\$80.00
97221	12879	MAGCOR INDUSTRIES		132214	P/R REIMBURSEMENT FOR WORK RELEASE- 07/11/2024	001-340-604	10	\$10,664.28
97225	4566	METRO BUILDING SERVICES, INC		55221	SERVICE CALL/5 BALL-UPSTAIRS UNIT NOT COMING ON	001-340-636	10	\$186.33
97265	13279	SAYLE OIL COMPANY INC	17830	800665	OFF-ROAD DIESEL FOR TANK ON MARQUETTE RD	001-340-525	10	\$1,313.39
97294	4808	WAGGONER ENGINEERING, INC.		42701	SHILOH PARK EWP BANK STABILIZATION- NRCS GRANT	001-340-705	10	\$10,804.11
97296	1292	WARING OIL CO.		344189	OFF-ROAD DIESEL FOR TANK ON MARQUETTE RD	001-340-525	10	\$1,469.48
				Total For Department	001-340			\$47,028.69

Dept#	001-342							
97147	12360	BLACK FORREST LAWN CARE LLC	17494	2194	Cemetery Mowing & Trimming-7/9/24-B/A 3/4/24	001-342-604	10	\$253.75
						001-342-604	10	\$1,065.75
						001-342-604	10	\$1,547.87
						001-342-604	10	\$253.75
			17494	2195	Cemetery Mowing & Trimming-7/16/24- B/A 3/4/24	001-342-604	10	\$253.75
						001-342-604	10	\$253.75



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97181	2245	ENTERGY		10019053434	ENTERGY COLLECTIVE BILL- JUL 2024	001-342-604 001-342-604 001-342-630	10 10 10	\$1,065.75 \$1,547.87 \$81.10
Total For Department				001-342				\$6,323.34
Dept#	001-350							
97150	12501	BRADY COMPANIES, LLC	18157	9083201	Janitorial Supplies	001-350-510 001-350-510 001-350-510 001-350-510	10 10 10 10	\$159.48 \$98.04 \$106.66 \$9.98
97151	4919	BROADBAND VOICE, LLC	18157	9092921 113093	Janitorial Supplies CITY HALL & LIBRARY PHONE- AUG 2024	001-350-510 001-350-605	10 10	\$9.98 \$337.10
97157	389	CENTERPOINT ENERGY ENTEX		3015580-8 JUL 24	1475 W GOVERNMENT ST- 06/05 TO 07/08/24	001-350-630	10	\$1,053.18
97181	2245	ENTERGY		10019053434	ENTERGY COLLECTIVE BILL- JUL 2024	001-350-630	10	\$6,662.80
97187	13383	EXELL/MS BOTTLE WATER-ACCT #023270	16721	736692	EQUIPMENT RENTAL-LIBRARY ACCT #023270	001-350-640	10	\$11.00
				734575	WATER-LIBRARY	001-350-640	10	\$16.34
				754084	WATER-LIBRARY ACCT #023270	001-350-640	10	\$16.34
Total For Department				001-350				\$8,480.90



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97293	11103	VESTIS GROUP INC F/K/A ARAMARK		2780260612	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	10	\$45.94
				2780262721	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	10	\$45.94
				2780264821	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	10	\$45.94
Total For Department				001-351				\$137.82
Fund Total				001				\$1,220,813.75



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Dept#	004-500							
97139	10473	AMAZON	18147	17GW-CM4V-1CDD	AMP-GREEN ROOM TOILETRIES	004-500-550	10	\$235.27
			18154	16TP-QGMD-3D9J	CBC Chafing Dishes, Green Room Toiletries	004-500-550	10	\$495.93
97140	10919	AMBIANCE LANDSCAPES, LLC	17727	16814	AMP-LANDSCAPING-B/A 4/15/2024	004-500-600	10	\$4,072.15
			17727	16828	AMP-Landscaping-B/A 4/15/24	004-500-600	10	\$4,072.15
			17727	16834	AMP-Landscaping-B/A 4/15/24	004-500-600	10	\$4,072.15
97148	9869	Blakeney Communications, Inc		4541-00142-0000	PARKER MCCOLLUM/WBBN-FM	004-500-615	10	\$765.00
97150	12501	BRADY COMPANIES, LLC	18087	9045963	Janitorial Supplies	004-500-510	10	\$1,506.09
			18087	9048790	LUXURY FOAM WASH SOAP-1 CASE	004-500-510	10	\$50.87
			18087	9066400	LUXURY FOAM WASH SOAP-4 CASES	004-500-510	10	\$203.50
97151	4919	BROADBAND VOICE, LLC		113091	AMP AND P&R PHONE-AUG 2024	004-500-605	10	\$156.74
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024-07/18/2024	004-500-605	10	\$53.08
						004-500-605	10	\$53.08
						004-500-605	10	(\$38.67)
97153	1879	CAPITOL HARDWARE COMPANY	18022	0144752-IN	Change Door Lock In CBC & Dining Storage Rooms	004-500-637	10	\$850.00
97155	9854	Capstar Radio Operating Company		8821583855	KIDZ BOP	004-500-615	10	\$221.85

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97158	1999	CINTAS CORPORATION NO 210		4199325335	KIDS/WNSL-FM MATS/AMPHITHEAT ER	004-500-510	10	\$317.07
				5222166997	REPLENISH FIRST AID SUPPLIES-AMP	004-500-550	10	\$180.75
				4200039397	MATS/AMPHITHEAT ER	004-500-510	10	\$317.07
				4200760342	MATS/AMPHITHEAT ER	004-500-510	10	\$317.07
97164	10021	Comcast Holdings Corporation		SJ161814	JAMEY JOHNSON/COMCAS T	004-500-615	10	\$817.18
				SJ161613	BERT KREISCHER/COMC AST	004-500-615	10	\$1,276.93
				SJ161812	JAMEY JOHNSON/COMCAS T	004-500-615	10	\$425.00
97172	311	DARRELL'S AUTO ELECTRIC	18185	104469	Vin #2765 Replace F/D/L Window Regulator	004-500-635	10	\$570.00
97173	1913	DAVID JEFcoat PEST CONTROL		35798	QUARTERLY PEST SERVICE-AMP	004-500-600	10	\$205.00
				35796	EOM PEST SERVICE-AMP	004-500-600	10	\$95.00
97175	3716	DIRECTV		028469680X240 717	AMP TV SERVICES- 07/16 TO 08/15/24	004-500-605	10	\$200.99
97178	370	ELCON ELECTRICAL CO. INC.	17573	51583	AMP-Show Staffing- Parker McCollum	004-500-600	10	\$480.00
			17573	51584	AMP-Show Staffing- Bert Kreischer	004-500-600	10	\$480.00
			17573	51588	AMP-Show Staffing- Jamey Johnson	004-500-600	10	\$480.00
97181	2245	ENTERGY		10019053434	ENTERGY COLLECTIVE BILL- JUL 2024	004-500-630	10	\$6,389.54



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97182	10035	ENTERPRISE HOLDING, INC		36569805	VEHICLE RENTAL- 52RKJH-PARKER MCCOLLUM	004-500-640	10	\$147.00
97188	786	EXELL/MS BOTTLE WATER-ACCT #029737	16694	737549	AMP ACCT #029737- EQUIPMENT RENTAL	004-500-640	10	\$11.00
97190	9859	First Natchez Radio Group		INV-1083	JAMEY JOHNSON/WQNZ- CON-NAT-KE-93	004-500-615	10	\$493.00
97191	860	FLEETCOR TECHNOLOGIES		NP66812794	ACCT #126876- FUEL FOR WEEK 07/15/2024- 07/21/2024	004-500-525	10	\$24.71
97195	11728	GEORGANNA KEENUM		0010006581	POSTAGE-SHIP ITEM-BERT K SHOW	004-500-691	10	\$33.00
97198	11741	Global Tour Creatives LLC		970104	KEY ART TEMPLATES/STUR GILL SIMPSON	004-500-615	10	\$630.00
97202	9856	Holladay Broadcasting of Louisiana, LLC		10802-00074- 0000	JAMEY JOHNSON/WBBV- FM	004-500-615	10	\$306.00
				10802-00076- 0000	DWIGHT YOAKAM/WBBV-FM	004-500-615	10	\$153.00
				10802-00077- 0000	KIDZ BOP KIDS/KLSM-FM	004-500-615	10	\$153.00
97203	575	HOME DEPOT CREDIT SERVICES		5972635	AMP-HEAVY DUTY SHELVING	004-500-637	10	\$477.00
				0542431	RED ELECTRICAL TAPE	004-500-550	10	\$6.98
				7221346	OAK WALL PANELS-STORAGE AT AMP	004-500-637	10	\$59.94
						004-500-637	10	(\$1.20)
				8972959	STORAGE BOX FOR CHAIR NUMBERS	004-500-550	10	\$90.86



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						004-500-550	10	(\$1.82)
			18155	1797968	CBC Food Warmer	004-500-550	10	\$368.99
						004-500-550	10	(\$7.38)
97207	1241	J L ROBERTS MECHANICAL	17575	SD3633	AMP-Show Staffing- HVAC/Plumb	004-500-600	10	\$1,050.00
			17575	SD3695	AMP-Parker McCollum- HVAC/Plumb	004-500-600	10	\$1,050.00
97209	2791	JANI KING OF JACKSON	17855	JAC07240457	AMP-Show Staffing- Johnson/Kreischer/M cCollum	004-500-600	10	\$3,475.14
						004-500-600	10	\$3,475.14
						004-500-600	10	\$4,303.38
			18086	JAC07240455	ADD'L DEEP CLEANING IN VIP KITCHEN	004-500-510	10	\$525.00
			18086	JAC07240454	AMP Cleaning: Restrooms, Stadium Seating & Pit Area	004-500-510	10	\$1,691.00
				JAC07240456	7/19/2024- CLEANING OF DINING HALL KITCHEN	004-500-600	10	\$375.00
97213	10529	K&S TRUCKING LLC	18149	24748	Vin #2765-Oil Change & Tire Rotation	004-500-635	10	\$80.00
97217	9846	LIVE NATION WORLDWIDE INC	17832	08/01/2024	AUG 2024- BOOKING FEE	004-500-600	10	\$20,000.00
97218	8051	LORI SCHULER	17857	2671	AMP-EVENT STAFF-BERT KREISCHER	004-500-600	10	\$4,147.10
			17857	2670	AMP-SECURITY STAFF-BERT KREISCHER	004-500-600	10	\$6,620.16
			17860	2634	CHL-Event Staff- Sister Hazel	004-500-600	10	\$445.83



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			17860	2633	CHL-Security Staff-Sister Hazel	004-500-600	10	\$1,491.01
			17857	2668	AMP-Security Staff-Jamey Johnson	004-500-600	10	\$7,037.23
			17857	2669	AMP-Event Staff-Jamey Johnson	004-500-600	10	\$4,211.63
97221	12879	MAGCOR INDUSTRIES		132214	P/R REIMBURSEMENT FOR WORK RELEASE-07/11/2024	004-500-604	10	\$3,356.66
97223	10039	Melanie Duncan Thortis	17866	1030	AMP-Parker McCollum Show Photography	004-500-600	10	\$300.00
97225	4566	METRO BUILDING SERVICES, INC	18013	54988	REPLACE INTERFACE BOARD ON MINI SPLIT	004-500-636	10	\$1,078.91
			18013	55032	MINI SPLIT REPAIRS	004-500-636	10	\$1,561.56
			17988	54970	REPAIRS AFTER INSPECTION	004-500-636	10	\$526.50
97228	13239	MIGHTY FRESH LLC	17593	18674	AMP-PortaPotties-7/26-8/22/2024	004-500-640	10	\$170.00
97229	9862	Mississippi Authority for Educational Television		0000000073	DWIGHT YOAKAM/MPB	004-500-615	10	\$900.00
97230	9860	Mississippi Broadcasters, LLC		10866-00076-0000	JAMEY JOHNSON/WOKK-FM	004-500-615	10	\$533.80
				10866-00078-0000	DWIGHT YOAKAM/WOKK-FM	004-500-615	10	\$266.90
97242	4402	NEW SOUTH RADIO, INC./THE RADIO PEOPLE		6059-00311-0000	KIDZ BOP KIDS/WYOY-FM	004-500-615	10	\$351.90
				6059-00305-0000	FRANK FOSTER/WHJT-FM	004-500-615	10	\$132.60
				6059-00310-0000	KIDZ BOP KIDS/WJKK-FM	004-500-615	10	\$290.70
				10702-00026-	SISTER	004-500-615	10	\$226.10



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				0001	HAZEL/WJKK-FM			
				6059-00306-0000	FRANK FOSTER/WUSJ-FM	004-500-615	10	\$229.50
				6059-00303-0000	COLE SWINDELL/WUSJ-FM	004-500-615	10	\$690.20
				10702-00026-0000	SISTER HAZEL/WJKK-FM	004-500-615	10	\$129.20
97250	985	POSTAGE BY PHONE		07/19/2024	POSTAGE FOR CITY HALL MACHINE	004-500-691	10	\$194.56
97256	2583	RAMEY'S	18118	000810127756	CBC CATERING-PARKER MCCOLLUM	004-500-609	10	\$159.92
97264	5860	RF OUTDOOR CONSULTING, LLC	17763	07/18/2024	AMP-Show Consulting	004-500-600	10	\$1,350.00
						004-500-600	10	\$1,350.00
						004-500-600	10	\$1,350.00
97280	4578	TECHSOURCE SOLUTIONS INC		64929	JUN 2024-AMP LABOR BILL	004-500-600	10	\$1,568.00
				64474	APR 2024-POS SYSTEM AGREEMENT-B/A 2/20/24	004-500-600	10	\$3,428.48
				64472	MAY 2024-POS SYSTEM AGREEMENT-B/A 2/20/24	004-500-600	10	\$6,856.96
				64473	JUN 2024-POS SYSTEM AGREEMENT-B/A 2/20/24	004-500-600	10	\$6,856.96
				64692	JUL 2024-POS SYSTEM AGREEMENT-B/A 2/20/24	004-500-600	10	\$6,856.96
97281	9855	Telesouth Communications		IN-1240681748	JAMEY	004-500-615	10	\$535.50

Report run by: ttrebotich



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97285	12065	TRUSTMARK VISA/MC - BUTCH LEE	17777	TRANS #040374	JOHNSON/WFMN-FM AMP-MAGCOR MEALS-PARKER MCCOLLUM	004-500-550	10	\$113.57
				TC#7435556443 10179019794	SAM'S-CBC SUPPLIES	004-500-609	10	\$423.03
				TC#8574376114 4090205906	SAM'S CLUB MEMBERSHIP RENEWAL	004-500-695	10	\$50.00
				TC#4869065998 99726908293	SAM'S CLUB-CBC PLATES	004-500-609	10	\$359.52
				TC#6467478379 61561397620	AMP-LAUNDRY DETERGENT, BATH TOWELS	004-500-550	10	\$456.18
				06/18/2024	CC REBATE EARNED	004-500-550	10	(\$8.74)
97288	7534	TUCKER MARKETING GROUP	18075	15955	Magnetic Letters For AMP Chairs & Chair Covers	004-500-637	10	\$4,462.36
97290	4935	UNITED RENTALS (N.A.), INC.		232320744-004	LAKE LIGHT TOWER 11823744-06/28 TO 07/26/2024	004-500-640	10	\$650.00
				231140113-007	AMP-LIGHT TOWERS-06/26 TO 07/24/2024	004-500-640	10	\$3,250.00
				231140113-006	RETURN (2) LIGHT TOWERS 11415555 & 11413623	004-500-640	10	\$1,425.76
				Total For Department	004-500			\$144,676.04
				Fund Total	004			\$144,676.04



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Dept# 100-000								
97160	8046	CITY OF PEARL		07/24/2024	JUL 2024- REIMBURSE GARBAGE COLLECTION FEES	100-000-290	10	\$37.54
Total For Department				100-000				\$37.54
Dept# 100-220								
97158	1999	CINTAS CORPORATION NO 210		4198745837	UNIFORMS	100-220-535	10	\$9.61
				4199449364	UNIFORMS	100-220-535	10	\$9.61
97191	860	FLEETCOR TECHNOLOGIES		NP66789209	ACCT 126876-FUEL FOR WEEK 07/08/2024- 07/14/2024	100-220-525	10	\$272.37
				NP66812794	ACCT #126876- FUEL FOR WEEK 07/15/2024- 07/21/2024	100-220-525	10	\$291.38
				NP66840028	ACCT #126876- FUEL FOR WEEK 07/22/2024- 07/28/2024	100-220-525	10	\$202.32
97236	11299	MSLCP, LLC		276153	INMATE MEALS 06/20/2024	100-220-520	10	\$308.52
				276154	INMATE MEALS 06/27/2024	100-220-520	10	\$272.56
				276155	INMATE MEALS 07/11/2024	100-220-520	10	\$293.54
				276152	INMATE MEALS 06/13/2024	100-220-520	10	\$292.31
				276156	INMATE MEALS 07/11/2024	100-220-520	10	\$315.03



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97256	2583	RAMEY'S		276157	INMATE MEALS 07/18/2024	100-220-520	10	\$285.83
				000810127506	INMATE MEALS 07/15/2024	100-220-520	10	\$313.23
				000810127263	INMATE CUPS AND DRINKS-07/12/2024	100-220-520	10	\$35.16
				000810127534	INMATE WATER- 07/15/2024	100-220-520	10	\$14.97
				000810127572	INMATE CUPS, CONDIMENTS & DRINKS-07/16/2024	100-220-520	10	\$40.54
				000810127664	INMATE CUPS AND DRINKS-07/17/2024	100-220-520	10	\$33.29
				000810127794	INMATE CUPS AND DRINKS-07/19/2024	100-220-520	10	\$34.87
				000810127731	INMATE PLATES, CUPS, DRESSING & DRINKS-07/18/2024	100-220-520	10	\$66.87
				000810128036	INMATE CUPS, KETCHUP & DRINKS-07/22/2024	100-220-520	10	\$37.46
				000810128139	INMATE CUPS, DRINKS & HOT SAUCE-07/23/2024	100-220-520	10	\$34.56
				000810128208	INMATE PLATES, CUPS, DRINKS & CONDIMENTS- 07/24/2024	100-220-520	10	\$55.18
				000810128295	INMATE DRESSINGS, PLATES, CUPS & DRINKS-07/25/2024	100-220-520	10	\$72.37
				000810128382	INMATE FORKS, CUPS & DRINKS- 07/26/2024	100-220-520	10	\$37.28
				000810128392	INMATE MEALS 07/26/2024	100-220-520	10	\$300.96



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				07/29/2024	INMATE MEALS 07/29/2024	100-220-520	10	\$305.83
				07/30/2024	INMATE DRINKS, CUPS & KETCHUP- 07/30/2024	100-220-520	10	\$44.42
				07/31/2024	INMATE DRINKS, CUPS-07/31/2024	100-220-520	10	\$37.45
				08/01/2024	INMATE DRINKS- 08/01/2024	100-220-520	10	\$32.00
97269	1851	SONIC		CHK 145- 07/17/2024	INMATE MEALS 07/17/2024	100-220-520	10	\$311.38
				CHK 138- 07/24/2024	INMATE MEALS 07/24/2024	100-220-520	10	\$324.01
				CHK 219- 07/31/2024	INMATE MEALS 07/31/2024	100-220-520	10	\$293.07
97279	13733	TASTE OF DETROIT RESTAURANT LLC		2024-0712	INMATE MEALS 07/12/2024	100-220-520	10	\$380.00
				2024-0722	INMATE MEALS 07/22/2024	100-220-520	10	\$360.00
				2024-0801	INMATE MEALS 08/01/2024	100-220-520	10	\$420.00
97295	8048	WALTER L. HARVEY		07/16/2024	INMATE MEALS 07/16/2024	100-220-520	10	\$360.00
				07/23/2024	INMATE MEALS 07/23/2024	100-220-520	10	\$360.00
				07/30/2024	INMATE MEALS 07/30/2024	100-220-520	10	\$360.00
Total For Department				100-220				\$7,217.98
Fund Total				100				\$7,255.52



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Dept#		300-610						
97133	19	ADCAMP, INC.		43458	JUNE 2024 ASPHALT-REPAIRS & 2024 STREET OVERLAY PROJECT #2024-01	300-610-712	10	\$18,058.62
97134	19	ADCAMP, INC.		PAY REQUEST #4-2024 SOP	2024 STREET OVERLAY PROJECT #2024- 01/PAY REQUEST #4/2024 GO BOND	300-610-712		\$638,658.54
97145	1873	BENCHMARK ENGINEERING		25469	2024 STREET OVERLAY & IMP PROJECT 2024-01	300-610-712	10	\$17,974.29
97161	4106	CLEO MCKINION		1103	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	10	\$4,997.50
				1102	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	10	\$4,150.00
97297	4342	WARREN PAVING, INC	18136	94718	610 Slag For Base Repairs-B/A 2/5/24- 2024 Street Overlay Project #2024-01	300-610-712	10	\$13,105.18
Total For Department				300-610				\$696,944.13
Fund Total				300				\$696,944.13



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Dept# 314-600								
97145	1873	BENCHMARK ENGINEERING		25489	BURNHAM RD PROPOSED WATERLINE/PROJE CT 2023-05/ARPA FUNDS	314-600-713	10	\$1,126.97
				25490	LANCE/MARTIN/EA STHAVEN SEWER REHAB-PROJECT 2023-01/ARPA FUNDS	314-600-712	10	\$3,652.57
97185	13779	EUBANK CONSTRUCTION COMPANY		PAY REQUEST #3	HWY 18-HWY 468 SEWER FORCE MAIN REPLACEMENT PROJECT #2024- 05/PR #3/MDEQ MCWI GRANT	314-600-716	10	\$224,662.82
Total For Department				314-600				\$229,442.36
Fund Total				314				\$229,442.36



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Dept#	400-670							
97168	2442	CORE & MAIN, LP	16774	V254347	JUL 2024-Monthly Service Agreement	400-670-604	10	\$14,687.34
97250	985	POSTAGE BY PHONE		07/19/2024	POSTAGE FOR CITY HALL MACHINE	400-670-691	10	\$9.55
						400-670-691	10	\$30.72
97252	5042	PROFESSIONAL MAIL SERVICES, INC.	16690	88091	JULY 2024-WATER BILL PROCESSING FEE-B/A 3/2015	400-670-620	10	\$1,125.16
97253	5042	PROFESSIONAL MAIL SERVICES, INC.	16689	88161	JULY 2024- MONTHLY WATER BILL POSTAGE	400-670-691		\$5,400.00
97254	9654	PROTEL, INC	16773	240700409	ACCT #1364-CALL CENTER SERVICE	400-670-600	10	\$3,117.00
Total For Department				400-670				\$24,369.77
Dept#	400-673							
97137	12016	ALLIED UNIVERSAL CORPORATION	16864	I2953976	Stock At Shop- Chlorine-B/A 10/16/23	400-673-515	10	\$3,980.00
97145	1873	BENCHMARK ENGINEERING		25471	WATERLINE REPLACEMENT BETWEEN WOODGATE DR & PEBBLE HILL DR- PROJECT 2024-09	400-673-607	10	\$3,890.00
				25473	GIS DATA UPKEEP, UPDATING & MAPPING	400-673-607	10	\$360.00
				25481	COB-WPCRLF FACILITIES-PLAN UPDATE	400-673-607	10	\$4,570.00



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				25482	2025/PROJECT FACILITIES PLAN COB-DWSIRLF FACILITIES PLAN	400-673-607	10	\$7,697.50
				25483	2025/PROJECT FACILITIES PLAN 15' WATERLINE EASEMENT ALONG TRUSTMARK BANK PROPERTY	400-673-607	10	\$2,295.00
				25484	GENERAL SERVICES-CITY OF BRANDON	400-673-607	10	\$3,737.50
				25486	NEW WATER WELL NEAR GFP/STRATFORD SUBDV-PROJECT 2021-03/SRLF & 592 GRANT	400-673-723	10	\$2,150.05
97151	4919	BROADBAND VOICE, LLC		113090	CITY SHOP PHONE- AUG 2024	400-673-605	10	\$110.35
97152	2254	C SPIRE		0031072390 JUL 24	CELLULAR BILL 06/19/2024- 07/18/2024	400-673-605	10	\$53.08
						400-673-605	10	\$53.08
						400-673-605	10	\$53.08
						400-673-605	10	\$53.08
						400-673-605	10	\$53.08
						400-673-605	10	\$34.48
						400-673-605	10	\$53.08
						400-673-605	10	\$34.48
						400-673-605	10	\$53.08
						400-673-605	10	\$53.08
						400-673-605	10	\$34.48
						400-673-605	10	\$48.90
						400-673-605	10	\$48.90



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						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$53.08
						400-673-605	10	\$53.08
						400-673-605	10	\$53.08
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
						400-673-605	10	\$34.48
97158	1999	CINTAS CORPORATION NO 210		4198745837	UNIFORMS	400-673-535	10	\$14.20
						400-673-535	10	\$12.55
						400-673-535	10	\$11.64
						400-673-535	10	\$9.99
						400-673-535	10	\$5.21
						400-673-535	10	\$9.99
						400-673-535	10	\$12.01
				4199449364	UNIFORMS	400-673-535	10	\$14.20
						400-673-535	10	\$12.55
						400-673-535	10	\$11.64
						400-673-535	10	\$9.99
						400-673-535	10	\$5.21
						400-673-535	10	\$9.99
						400-673-535	10	\$12.01
97167	274	CONSOLIDATED PIPE & SUPPLY CO., INC.	17812	MS0042532	Stock At Shop	400-673-550	10	\$700.00
						400-673-550	10	\$157.50
						400-673-550	10	\$730.00



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						400-673-550	10	\$371.25
						400-673-550	10	\$525.00
						400-673-550	10	\$203.00
						400-673-550	10	\$440.00
						400-673-550	10	\$150.00
						400-673-550	10	\$225.00
97168	2442	CORE & MAIN, LP	17903	V103623	Water Meters To Keep At City Shop	400-673-637	10	\$2,988.00
			17969	V103631	Stock At Shop-Meter Boxes	400-673-550	10	\$224.00
			17969	V214691	Stock At Shop-Meter Boxes	400-673-550	10	\$336.00
97169	4870	CROW BURLINGAME CO.	18109	6006-6209	VIN #2320 2009 Ford F150	400-673-635	10	\$22.68
						400-673-635	10	\$8.82
						400-673-635	10	\$18.45
						400-673-635	10	\$8.97
			18108	6006-6211	Stock At Shop-Stop Leak & Freon	400-673-550	10	\$441.00
						400-673-550	10	\$34.59
			18076	6006-6201	Brake Pads & Rotors-VIN #0992 2015 Ford F150	400-673-635	10	\$170.00
						400-673-635	10	\$130.00
						400-673-635	10	\$9.00
			18076	6006-5871	Brake Pads-VIN #0992 2015 Ford F150	400-673-635	10	\$45.00
						400-673-635	10	\$45.00
97171	2183	D&S SALES	18063	37600	Tools For Water & Sewer Crews	400-673-550	10	\$2,639.88
						400-673-550	10	\$188.86
97173	1913	DAVID JEFcoat PEST CONTROL		35601	NORTH ST SHOP- ONE TIME PEST	400-673-600	10	\$100.00



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97181	2245	ENTERGY		10019053434	SERVICE ENTERGY COLLECTIVE BILL- JUL 2024	400-673-630	10	\$938.63
						400-673-630	10	\$4,492.08
						400-673-630	10	\$4,115.14
						400-673-630	10	\$2,300.95
						400-673-630	10	\$887.73
						400-673-630	10	\$314.66
						400-673-630	10	\$5,714.41
						400-673-630	10	\$14.12
						400-673-630	10	\$512.69
						400-673-630	10	\$4,968.63
						400-673-630	10	\$57.01
97183	6794	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	18167	94770635	ArcGIS Online Viewer Online User Subscription	400-673-600	10	\$86.64
97186	13384	EXELL/MS BOTTLE WATER-ACCT #018566	16720	736580	EQUIPMENT RENTAL-SHOP ACCT #018566	400-673-640	10	\$11.00
				734589	WATER-SHOP	400-673-640	10	\$56.14
				754105	WATER-SHOP ACCT #018566	400-673-640	10	\$56.14
97189	10308	EZ WHEELS INC	18129	17934	Steering Wheel Spinner For Tractors	400-673-636	10	\$121.26
97191	860	FLEETCOR TECHNOLOGIES		NP66789209	ACCT 126876-FUEL FOR WEEK 07/08/2024- 07/14/2024	400-673-525	10	\$1,012.91
				NP66812794	ACCT #126876- FUEL FOR WEEK 07/15/2024- 07/21/2024	400-673-525	10	\$767.61
				NP66840028	ACCT #126876- FUEL FOR WEEK	400-673-525	10	\$1,133.56



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97194	463	FREDERICK'S SALES & SERV.	18064	01-101031	07/22/2024- 07/28/2024 Shop Supplies-20" Bar For Chain Saw	400-673-550	10	\$257.56
					Weed Eaters- Trimmer Head; Shop Stock-Spark Plugs	400-673-550	10	\$259.50
						400-673-550	10	\$32.05
97196	144	GILMORE BROS BUILDING SUPPLY	18112	136396	Mosquito Spray For Field Staff	400-673-550	10	\$179.76
					Stock At Shop & Shop Supplies	400-673-550	10	\$164.94
			17999	136599		400-673-550	10	\$206.94
						400-673-550	10	\$82.45
						400-673-550	10	\$60.00
						400-673-550	10	\$1.99
						400-673-550	10	\$6.79
						400-673-550	10	\$217.96
97201	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-07	Shop Supplies- Replace Broken Sledgehammers (4) JUNE 2024 GENERAL CONSTRUCTION SERVICES	400-673-637	10	\$38,641.91
				H24023-07- VARIOUS WO #S	EMERGENCY REPAIRS-JUNE 2024	400-673-637	10	\$5,196.00
97203	575	HOME DEPOT CREDIT SERVICES		2221377	FENCE REPAIR CROSSGATES WELL SITE	400-673-637	10	\$29.12
97208	623	JACKSON PAPER COMPANY	17972	1385368		400-673-637	10	(\$0.58)
					Shop Supplies	400-673-550	10	\$199.97
					Shop-Wypall Paper Towels & Cleaning Supplies	400-673-550	10	\$363.35
						400-673-550	10	\$66.03



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						400-673-550	10	\$29.29
						400-673-550	10	\$83.10
97212	12917	JOSEPH MOAK TRUCKING	18067	COB-7924	Stock At Shop-Sand	400-673-550	10	\$4,783.90
97213	10529	K&S TRUCKING LLC	18134	24704	Replace Fan Clutch- VIN #4852 2020 Dodge Ram 5500	400-673-635	10	\$240.00
			18107	24640	VIN #4837 2017 McLaughlin VX30- 500 [Vacuum] Excavator	400-673-540	10	\$480.00
97220	2975	LYLE MACHINERY CO	18105	P46565	VIN #0259 210 Komatsu Trackhoe	400-673-636	10	\$36.16
						400-673-636	10	\$68.76
						400-673-636	10	\$20.12
97221	12879	MAGCOR INDUSTRIES		132214	P/R REIMBURSEMENT FOR WORK RELEASE- 07/11/2024	400-673-604	10	\$1,523.46
				132204	P/R REIMBURSEMENT FOR WORK RELEASE- 06/27/2024	400-673-604	10	\$2,548.39
97226	4852	METRO MECHANICAL, INC.		61800	ER SERVICE CALL- (2) WATER LEAKS AT ORLEANS WAY	400-673-637	10	\$2,089.80
97239	2377	MURPHY'S LAWN & LANDSCAPE	18049	17135	213 Cherry Dr-Yard Restoration/WO #53994	400-673-637	10	\$389.57
			18051	17134	647 Briars Bend- Yard Restoration/WO #54056	400-673-637	10	\$883.49
			18054	17130	255 Cornerstone Dr- Yard Restoration/WO #52977	400-673-637	10	\$1,889.57
97243	7173	NJ FARMS INC	17950	644252	185 Peachtree St-	400-673-637	10	\$950.00



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					Concrete Repair/WO #53242			
			17795	17795	223 Old Oak Cir- Concrete Repair/WO #52679	400-673-637	10	\$3,075.00
			17787	17787	43 Woodgate Dr- Concrete Repair/WO #52673	400-673-637	10	\$3,295.00
97246	2790	PETROLEUM EQUIPMENT CO	18130	238214	New Hose To Transport Diesel On PW Trucks	400-673-550	10	\$60.49
						400-673-550	10	\$75.80
						400-673-550	10	\$7.53
97259	1015	RANKIN COUNTY COOPERATIVE	18094	1132047	Straw Wattles, Silt Fence, Weed Killer Dye & Truck Hitches	400-673-635	10	\$179.97
			18082	1131493	Fertilizer-Rosewood Apts; Receiver Pins For Hitches	400-673-550	10	\$149.50
						400-673-550	10	\$32.45
97260	1028	RANKIN COUNTY NEWS		246997	BID ADV/WATER LINE ALONG TRUSTMARK BANK PROPERTY	400-673-615	10	\$124.44
97261	1029	RANKIN COUNTY SCHOOL DIST		07/11/2024-16- 5-3 I8N-67	LEASE PMT/16-5-3 I8N-67 HWY 471 WATER TANK	400-673-642	10	\$2,600.00
97263	1038	REDDY ICE-JACKSON	16692	38-483559	ICE FOR CITY SHOP CREW	400-673-550	10	\$243.00
97271	4779	SOUTHERN PIPE & SUPPLY CO, INC	18059	9746856-00	Stock At Shop-C900 Water Pipe	400-673-550	10	\$483.20
						400-673-550	10	\$988.00
						400-673-550	10	\$2,541.60
97275	3699	STAPLES CONTRACT & COMMERCIAL, INC	18139	6007694505	2024-2025 PLANNER	400-673-500	10	\$15.38
			18139	6007694500	Office Supplies	400-673-500	10	\$15.38



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97289	13577	TWS LLC		724	JULY 2024 BASIC SERVICE-B/A 2/05/2024	400-673-604	10	\$15,202.42
97292	9512	VERMEER MIDSOUTH, INC	17955	00350481	1-Month Rental For Vactron Excavator	400-673-640	10	\$3,300.00
97296	1292	WARING OIL CO.	16772	342434	Diesel For Tank At City Shop	400-673-525	10	\$1,188.24
			18122	345390	Refuel Generator At Marquette Well	400-673-525	10	\$1,166.36
97298	4949	WILLIAMS EQUIPMENT & SUPPLY CO	18068	S-4260571	New Purchase- Spectra Precision DG813 Pipe Laser	400-673-730	10	\$4,475.00
				Total For Department	400-673			\$169,779.40

Dept#	400-680							
97145	1873	BENCHMARK ENGINEERING		25484	GENERAL SERVICES-CITY OF BRANDON	400-680-607	10	\$605.00
				25488	REPL OF EXISTING FORCE MAIN ALONG HWY 18 NEAR HWY 468- PROJECT 2024-05	400-680-607	10	\$12,509.38
97146	2948	BISHOP'S HIGH VELOCITY DRAIN SERVICE, INC.		26879	SEWER JETTED- ISSUE ON HOMEOWNER-118 BRIARS BEND	400-680-604	10	\$540.00
				26883	JETTED SEWER- WO #54246-29 TIMBER RIDGE DR	400-680-604	10	\$320.00
				26881	JETTED SEWER- WO #53877-205 WEST BRANDON CT (SERVICE)	400-680-604	10	\$480.00
97152	2254	C SPIRE		0031072390	CELLULAR BILL	400-680-605	10	\$53.08



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				JUL 24	06/19/2024- 07/18/2024			
						400-680-605	10	\$53.08
						400-680-605	10	\$34.48
97158	1999	CINTAS CORPORATION NO 210		4198745837	UNIFORMS	400-680-535	10	\$11.87
						400-680-535	10	\$9.84
						400-680-535	10	\$8.06
				4199449364	UNIFORMS	400-680-535	10	\$11.87
						400-680-535	10	\$9.84
						400-680-535	10	\$8.06
97167	274	CONSOLIDATED PIPE & SUPPLY CO., INC.	17996	MS0043327	Stock At Shop- Manhole Risers	400-680-550	10	\$1,350.00
						400-680-550	10	\$1,700.00
97171	2183	D&S SALES	18063	37600	Tools For Water & Sewer Crews	400-680-550	10	\$188.86
97181	2245	ENTERGY		10019053434	ENTERGY COLLECTIVE BILL- JUL 2024	400-680-630	10	\$136.21
						400-680-630	10	\$13.09
						400-680-630	10	\$46.46
						400-680-630	10	\$26.40
						400-680-630	10	\$13.70
						400-680-630	10	\$32.76
						400-680-630	10	\$268.12
						400-680-630	10	\$14.23
						400-680-630	10	\$16.59
						400-680-630	10	\$45.42
						400-680-630	10	\$211.29
						400-680-630	10	\$66.86
						400-680-630	10	\$15.53
						400-680-630	10	\$57.42
						400-680-630	10	\$13.52



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-680-630	10	\$13.30
						400-680-630	10	\$13.09
						400-680-630	10	\$45.60
						400-680-630	10	\$13.47
						400-680-630	10	\$13.09
						400-680-630	10	\$23.66
						400-680-630	10	\$14.75
97189	10308	EZ WHEELS INC	18138	17958	VIN #3081 Kubota- Stabilizer Connection Bracket	400-680-636	10	\$81.84
97191	860	FLEETCOR TECHNOLOGIES		NP66789209	ACCT 126876-FUEL FOR WEEK 07/08/2024- 07/14/2024	400-680-525	10	\$508.54
				NP66812794	ACCT #126876- FUEL FOR WEEK 07/15/2024- 07/21/2024	400-680-525	10	\$206.77
				NP66840028	ACCT #126876- FUEL FOR WEEK 07/22/2024- 07/28/2024	400-680-525	10	\$406.85
97200	5991	HARVEY SERVICES INC		6985	PROVONCE PARK LS-WO #54388- REPAIRS TO PUMP 1	400-680-636	10	\$1,575.00
				6963	99 EASTHAVEN DR- WO #54265- GRINDER PUMP REPAIR	400-680-636	10	\$450.00
				6962	700 SHILOH RD-WO #54266-GRINDER PUMP REPAIR	400-680-636	10	\$805.00
				6954	462 BUSICK WELL RD-WO #54219- GRINDER PUMP REPAIR	400-680-636	10	\$675.00



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				6953	109 ALICIA MAY DR-WO #54209- GRINDER PUMP REPAIR	400-680-636	10	\$952.50
				6951	APPLERIDGE LS- WO #54145- REPAIRS TO MUFFIN MONSTER	400-680-637	10	\$1,625.00
				6950	444 BUSICK WELL RD-WO #54164- GRINDER PUMP REPAIR	400-680-636	10	\$805.00
				6715A	813 LOUIS WILSON DR-WO #52053- GRINDER PUMP REPAIR	400-680-636	10	\$675.00
97201	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24055-01-PAY APP #1	HWY 471 SEWER LINE EXTENSION PROJECT 2023- 09/PAY REQ #1	400-680-720	10	\$178,418.55
				53124-02-PAY APP #2	HWY 471 SEWER LINE EXTENSION PROJECT 2023- 09/PAY REQ #2	400-680-720	10	\$23,821.25
				H24055-03-PAY APP #3-FINAL	HWY 471 SEWER LINE EXTENSION PROJECT 2023- 09/PAY REQ #3- FINAL	400-680-720	10	\$10,644.20
				H24023-07- 54394	HUNTERS WOODS SEWER REPAIR PROJECT-GROUP 2 OF 6	400-680-637	10	\$8,710.41
				H24023-07- VARIOUS WO #S	EMERGENCY REPAIRS-JUNE 2024	400-680-637	10	\$11,855.14
						400-680-637	10	\$13,588.41
						400-680-637	10	\$5,196.00



City of Brandon
Check Register by Department for Checks Dated 8/5/2024

Check Run #: 12906

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-680-637	10	\$5,568.12
						400-680-637	10	\$3,983.00
97213	10529	K&S TRUCKING LLC		24662	VIN #2279- EMERGENCY TIRE REPAIR	400-680-540	10	\$15.00
97214	13119	KEVIN ENTERPRISES, LLC	18052	4638	VIN #8633 2008 Ford F350-New Tool Box	400-680-635	10	\$825.00
97222	2999	MAGNOLIA PUMP & EQUIP INC	18111	4023	Stock At Shop- Grinder Pump (4)	400-680-722	10	\$4,723.40
97239	2377	MURPHY'S LAWN & LANDSCAPE	18084	17155	512 East Jasper St- Yard Restoration/WO #54181	400-680-637	10	\$1,689.74
			18050	17140	194 Huntview Dr- Yard Restoration/WO #53982	400-680-637	10	\$2,792.86
Total For Department				400-680				\$299,605.56
Fund Total				400				\$493,754.73
Grand Total								\$2,792,886.53



City of Brandon
Manual Check Batch #: 5523
Fiscal Year 2023 - 2024 10 - Jul

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 # 20076	Check Date: 7/16/2024							
2173	SR & SON LLC		0847	7/16/2024	7/16/2024	\$3,900.00		100
001-180-604	CONTRACT LABOR	N	NEC			\$0.00	\$3,900.00	ROSEWOOD APTS DEMO-HAUL CONCRETE TO MARQUETTE RD
				Invoice Total		\$0.00	\$3,900.00	
				Total for Check # 20076		\$0.00	\$3,900.00	
				Total for fund	001	\$0.00	\$3,900.00	
				Total for batch	5523	\$0.00	\$3,900.00	



City of Brandon

Manual Check Batch #: 5524

Fiscal Year 2023 - 2024 10 - Jul

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 # 2530	Check Date: 7/11/2024							
2574	CITY OF BRANDON		717241	7/11/2024	7/17/2024	\$1,000.00		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$1,000.00	Cash Advance - Parker McCollum
				Invoice Total		\$0.00	\$1,000.00	
				Total for Check # 2530		\$0.00	\$1,000.00	
Check # 2532	Check Date: 7/16/2024							
13783	2007 Night Ranger LLC		717242	7/16/2024	7/17/2024	\$16,250.00		100
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$16,250.00	Night Ranger - Deposit
				Invoice Total		\$0.00	\$16,250.00	
				Total for Check # 2532		\$0.00	\$16,250.00	
Check # 2533	Check Date: 7/18/2024							
11366	BURGERS & BLUES LLC		071824	7/18/2024	7/17/2024	\$4,500.00		100
004-500-609	VIP AREA	N	NEC			\$0.00	\$4,500.00	CBC Catering - Parker McCollum
				Invoice Total		\$0.00	\$4,500.00	
				Total for Check # 2533		\$0.00	\$4,500.00	
Total for fund			004			\$0.00	\$21,750.00	
Total for batch			5524			\$0.00	\$21,750.00	



City of Brandon

Manual Check Batch #: 5525

Fiscal Year 2023 - 2024 10 - Jul

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 # 2534	Check Date: 7/18/2024							
12422	Benny H Holden		71824	7/18/2024	7/18/2024	\$100.00		100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	\$100.00	Weather Services - Parker McCollum
						Invoice Total	\$0.00	\$100.00
						Total for Check # 2534	\$0.00	\$100.00
Check # 2535	Check Date: 7/17/2024							
8158	REGIONS-AMPHITHEATER SOCIAL MEDIA CREDIT CARD		718241	7/17/2024	7/18/2024	\$5,861.00		100
004-500-615	ADVERTISING	N				\$0.00	\$5,861.00	Social Media Advertising 7/17/24
						Invoice Total	\$0.00	\$5,861.00
						Total for Check # 2535	\$0.00	\$5,861.00
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5,861 • 00 +								
5,961 • 00 *								
			Total for fund	004		\$0.00	\$5,961.00	
			Total for batch	5525		\$0.00	\$5,961.00	
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City of Brandon

Manual Check Batch #: 5526

Fiscal Year 2023 - 2024 10 - Jul

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 # 10086	Check Date: 7/19/2024							
839	DEPARTMENT OF REVENUE		07/19/2024	7/19/2024	7/19/2024	\$31,596.36	100	
400-000-120	SALES TAX PAYABLE	N				\$0.00	\$2,641.68	SALES TAX
400-000-380	TRANSFERS	N				\$0.00	\$28,954.68	SALES TAX
Invoice Total						\$0.00	\$31,596.36	
Total for Check # 10086						\$0.00	\$31,596.36	
Total for fund			400			\$0.00	\$31,596.36	
Total for batch			5526			\$0.00	\$31,596.36	



City of Brandon

Manual Check Batch #: 5527

Fiscal Year 2023 - 2024 10 - Jul

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 # 2536	Check Date: 7/18/2024						
8161	Roderick Randall Kwan		730241	7/18/2024	7/30/2024	\$500.00	100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	Jumbotron Services - Parker McCollum
				Invoice Total		\$0.00	\$500.00
				Total for Check # 2536		\$0.00	\$500.00
Check # 2537	Check Date: 7/18/2024						
8065	COLE ENTERTAINMENT SERVICE		730242	7/18/2024	7/30/2024	\$27,776.20	100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	Stagehands - Parker McCollum
004-500-640	RENTALS	N				\$0.00	Thrust Rental - Parker McCollum
				Invoice Total		\$0.00	\$27,776.20
				Total for Check # 2537		\$0.00	\$27,776.20
Check # 2538	Check Date: 7/18/2024						
11920	Bellamy, LLC		730243	7/18/2024	7/30/2024	\$11,777.00	100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	Catering - Parker McCollum
				Invoice Total		\$0.00	\$11,777.00
				Total for Check # 2538		\$0.00	\$11,777.00
Check # 2539	Check Date: 7/18/2024						
11555	CHARLES PERRY		730244	7/18/2024	7/30/2024	\$150.00	100
004-500-609	VIP AREA	N	NEC			\$0.00	CBC Entertainer - Parker McCollum
				Invoice Total		\$0.00	\$150.00
				Total for Check # 2539		\$0.00	\$150.00
Check # 2540	Check Date: 7/25/2024						
13230	Emporium Presents LLC		730245	7/25/2024	7/30/2024	\$186,385.96	100
004-500-603	ARTIST AGREEMENT	N				\$0.00	Parker McCollum settlement

004-000-302	TICKET SALES	N					\$0.00	\$4,270.00	Parker McCollum settlement - Charity Tickets
004-500-600	PROF SERVICES - OTHER	N					\$0.00	\$36,775.40	Parker McCollum settlement - Sound & Lights, TSO, etc.
						Invoice Total	\$0.00	\$186,385.96	
						Total for Check # 2540	\$0.00	\$186,385.96	
Check # 2541 12496	Check Date: 7/25/2024 PYM Music, LLC		730246	7/25/2024	7/30/2024		\$5,046.73		100
004-500-603	ARTIST AGREEMENT	N					\$0.00	\$5,046.73	Parker McCollum settlement - VIP tickets (net of sales tax)
						Invoice Total	\$0.00	\$5,046.73	
						Total for Check # 2541	\$0.00	\$5,046.73	
			Total for fund	004			\$0.00	\$231,635.89	
			Total for batch	5527			\$0.00	\$231,635.89	

Memo

To: Mayor and Board of Aldermen

From: Niki Jobe

Date: 7/31/2024

Re: Request for Approval of July 2024 Electronic Fund Transfers

	<u>Date</u>	<u>Amount</u>
July 2024 Deferred Compensation Transfer	<u>7/12/2024</u>	<u>\$1,570.00</u>
	<u>7/26/2024</u>	<u>\$1,570.00</u>
July 2024 Retirement Transfer	<u>7/26/2024</u>	<u>\$159,778.45</u>
July 2024 Federal Tax Transfers	<u>7/12/2024</u>	<u>\$68,816.03</u>
	<u>7/26/2024</u>	<u>\$61,100.45</u>
July 2024 MS State Tax Commission	<u>7/12/2024</u>	<u>\$8,053.00</u>
	<u>7/26/2024</u>	<u>\$6,829.00</u>



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: 2024 STREET OVERLAY PROJECT
PAY REQUEST 4

Asking for your consideration to approve Pay Request 4 in the amount of \$638,658.54 from Adcamp, Inc. for the 2024 Steet Overlay Project and authorize payment of the same.

All work shown on Pay Request 4 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 4

GL Code: 300-610-712

Funding: 2024 GO Bond, 2% funds, & Modernization Act

July 19, 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 # 4

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request # 4 for construction services for the City of Brandon 2024 Street Overlay and Paving Improvements Project for Ad Camp Inc. in the amount of \$638,658.54.

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: May 27,, 2024 to June, 28, 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	\$	2,067,113.02
(B) Extra Work Performed to Date	\$	
(C) Total Cost of Work Performed to Date	\$	2,067,113.02
(D) Add: Materials Stored at Close of this Period	\$	-
(E) Subtotal of (C) and (D)	\$	2,067,113.02
(F) Less Amount Retained (5%)	\$	103,355.65
(G) Less Penalty	\$	-
(H) Subtotal of (E) and (F)	\$	1,963,757.37
(I) Less Amount of Previous Billings	\$	1,325,098.83
(J) Balance of this Payment	\$	638,658.54

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)

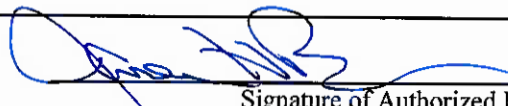
☒ X Complied with all labor provisions of said contract

☐ 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: 06/28/2024

BY:



Signature of Authorized Representative

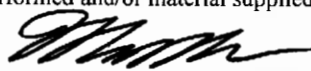
Title:

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: 7-19-24

Client: City of Brandon, MS

Request for Payment #Four

Page Two

Project: 2024 Street Improvements Program

For Period: May 27, 2024 to June, 28, 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	
	City of Brandon, MS 2024 Street Improvement Project						Quantity	Total Amount	Quantity
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	Removal 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	-
2	6" Continuous Thermo Traffic Stripe	LF	18,250.00	\$ 1.50	\$ 27,375.00	18,250.00	-	\$ 27,375.00	-
Total Bid - Add Alternate #4					\$ 377,775.00			\$ 365,625.98	3,089.05
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	365,625.98

Client: City of Brandon, MS

Request for Payment #Four

Page Three

Project: 2024 Street Improvements Program

For Period: May 27, 2024 to June, 28, 2024

Contractor: Adecamp, Inc., PO Box 54246, Jackson, MS 39288

Item #	Description of Work	Unit	Quantity	Contract		Previous Period		Current Period		Total Work	
				Unit Price	Total			Quantity	Total Amount	Completed To Date	Total Amount
	City of Brandon, MS 2024 Street Improvement Project										
	CO # 1 Add Alternate #4										
1	Cold Milling of Asphalt Pavement, All Depths	SY	368.92	\$ 2.00	\$ 737.84	368.92	\$ 737.84	-	\$ -	368.92	\$ 737.84
2	Excess Excavation, FM, AH	CY	74.00	\$ 25.00	\$ 1,850.00	74.00	\$ 1,850.00	-	\$ -	74.00	\$ 1,850.00
3	Bituminous Black Base, BB-1, Type 6	Ton	185.53	\$ 125.00	\$ 23,191.25	185.53	\$ 23,191.25	-	\$ -	185.53	\$ 23,191.25
4	Removal of Asphalt, All Depths	SY	337.16	\$ 15.00	\$ 5,057.40	337.16	\$ 5,057.40	-	\$ -	337.16	\$ 5,057.40
5	Thermoplastic Legend, White, Blue or Yellow	SF	168.00	\$ 16.00	\$ 2,688.00	168.00	\$ 2,688.00	-	\$ -	168.00	\$ 2,688.00
6	Thermoplastic Legend White (12" Stop Bars)	LF	87.00	\$ 9.00	\$ 783.00	87.00	\$ 783.00	-	\$ -	87.00	\$ 783.00
7	6" Continuous Thermo Traffic Stripe	LF	1,515.00	\$ 1.50	\$ 2,272.50	1,515.00	\$ 2,272.50	-	\$ -	1,515.00	\$ 2,272.50
	Total CO 1.4 Add Alternate #4				\$ 36,579.99		\$ 36,579.99		\$ -		\$ 36,579.99
	Contact Total				\$ 5,414,465.00		\$ 1,394,840.87		\$ 672,272.15		\$ 2,067,113.02



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: BURNHAM ROAD WATERLINE IMPROVEMENTS PROJECT
MDEQ AGREEMENT #: 547-2-DW-5.15
MEMORANDUM OF UNDERSTANDING

Asking for your consideration to approve the Memorandum of Understanding between the City of Brandon Board of Aldermen & Mayor Butch Lee in regard to MDEQ Agreement No. 547-2-DW-5.15 and authorize execution of the same.

The purpose of the Memorandum of Understanding is to demonstrate the understanding of an agreement to obligate the City of Brandon's ARPA funds for the purposes set forth in the MDEQ Agreement No. 547-2-DW-5.15 and any current or future MDEQ Subaward Agreements.

MDEQ Agreement No. 547-2-DW-5.15 is funding for the Burnham Road Waterline Improvements Project.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Memorandum of Understanding
- MDEQ Agreement No. 547-2-DW-5.15

MEMORANDUM OF UNDERSTANDING
Between
The City of Brandon Board of Alderman
and
Mayor Butch Lee

This Memorandum of Understanding ("MOU") is entered into by and between the City of Brandon ("Municipality") Board of Aldermen ("Board") and the Mayor of the city of Brandon ("Mayor"), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Board, is designated to accept and administer funds from the federal American Rescue Plan Act ("ARPA"), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality's budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between the City of Brandon and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. (547-2-DW-5.15) set forth in Attachment "A", hereby adopted and incorporated by reference herein, along with any current or future modifications thereto ("MDEQ Subaward Agreement").

II. Conditions and Scope

The Board agrees to appropriate and the Mayor agrees to expend the Funds to perform the "Scope of Work," as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the "Project" as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Board agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The Board agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

Mayor Pro Tem, City Board

Agreed to this the _____ day of _____, 2024.

Mayor

ATTACHMENT "A"

(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATIONS)

Exhibit "A"

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 547-2-DW-5.15

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Brandon, UEI Number: LL4XF8LHN7U7 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Burnham Road Waterline (Tank to Commons)" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$2,180,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,000,000.00**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,000,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **\$180,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$87,200.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Dollars and Zero Cents (\$1,000,000.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Angela Bean 1000 Municipal Drive Brandon, MS 39042 Phone: (601) 824-4579 E-mail: abean@brandonms.org
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

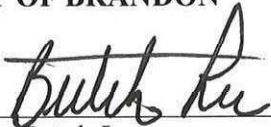


Chris Wells
Executive Director

6/26/23

Date

CITY OF BRANDON



Mayor Butch Lee
Signature of Authorized Representative

Butch Lee

Butch Lee
Printed Name

Mayor

Title

5/15/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Burnham Road Waterline (Tank to Commons)

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of the replacement of waterline and appurtenances located along Burnham Road from the water tower to the Commons subdivision, installation of new service connections, removal and replacement of above ground improvements as necessary to facilitate the waterline installation, erosion control and permanent seeding and sodding as required.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids if not already advertised;

- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: PERMISSION TO SURPLUS FIXED ASSETS
& AUTHORIZE SALE AT AUCTION OR ONLINE OR DESTROY

Asking for your permission to declare the following City of Brandon equipment as surplus and authorize the sale of at auction or online OR the destruction of said equipment. These items are no longer of use to the City of Brandon due to various issues with each piece of equipment.

- 2004 GMC Sierra Truck – Vin #: 5007
- 2004 GMC Sierra Truck – Vin #: 4381
- 2002 Wacker Tamp Model WP1550AW – Serial Number #: 7297
- Husqvarna FS400LV Concrete Cutter
- CAT 420D Backhoe – Vin #: 8384
- Kubota M9000 Tractor – Vin #: 0961
- Stihl Weedeater
- London Fogger Model 18-20 – Serial Number #: 0461
- London Fogger Model 18-20 – Serial Number #: 1302
- Stihl Cutter Model TS420
- iPad Pro 10.5 – Serial Number #: DMPVF5D8J2D1
- Various Electronics pursuant to the attached list – desktop computers, laptop computers, monitors, telephones, receipt printers, timeclock, server pack

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Sheet Details for Each Surplus Item

MAKE	GMC
MODEL	SIERRA
YEAR	2004
ENGINE	5.3
MILES	unknown
VIN	1GTEC14V74Z335007
CONDITION	Non-Working

KNOWN ISSUES

1	Locked up motor - rod sticking out of block
2	caved in driver side door
3	torn seats
4	no battery

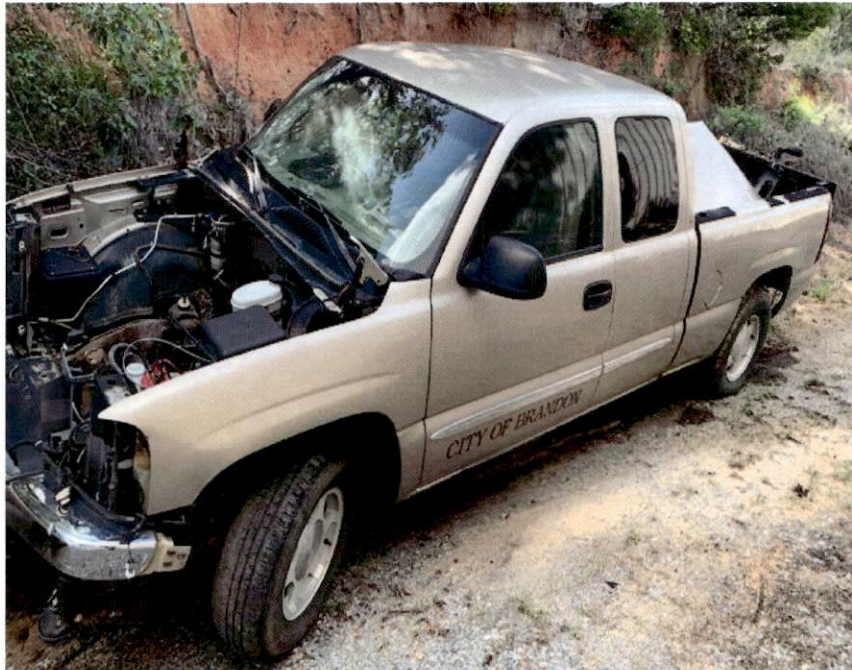


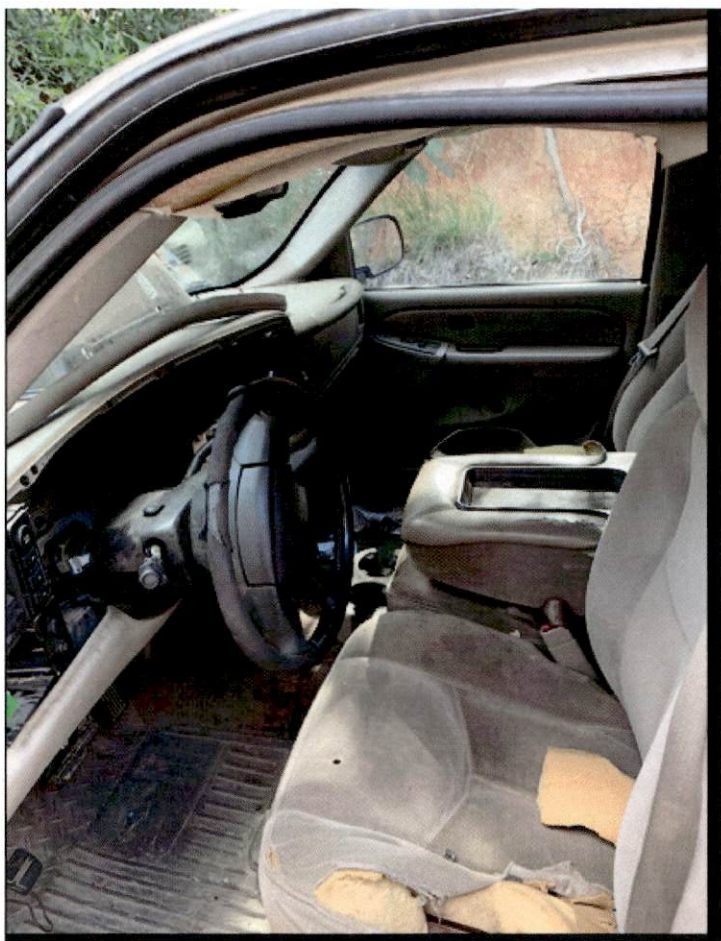
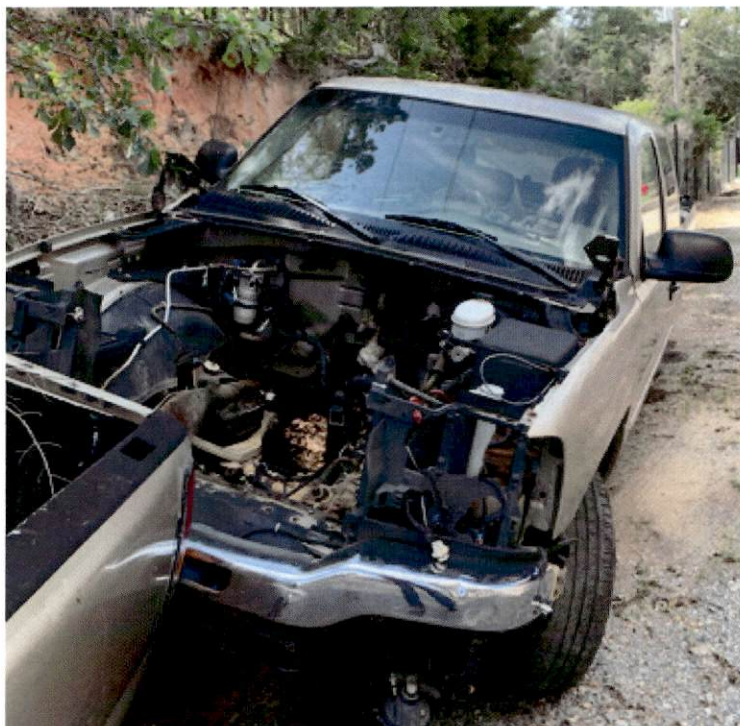


MAKE	GMC
MODEL	SIERRA
YEAR	2004
ENGINE	5.3
MILES	unknown
VIN	1GTEK19T34E354381
CONDITION	Non-working

KNOWN ISSUES

1	motor in bed of truck - motor is locked up
2	transmission is gone
3	seats torn
4	dash is halfway out of truck
5	Hood in back of truck
6	missing front grill
7	no battery



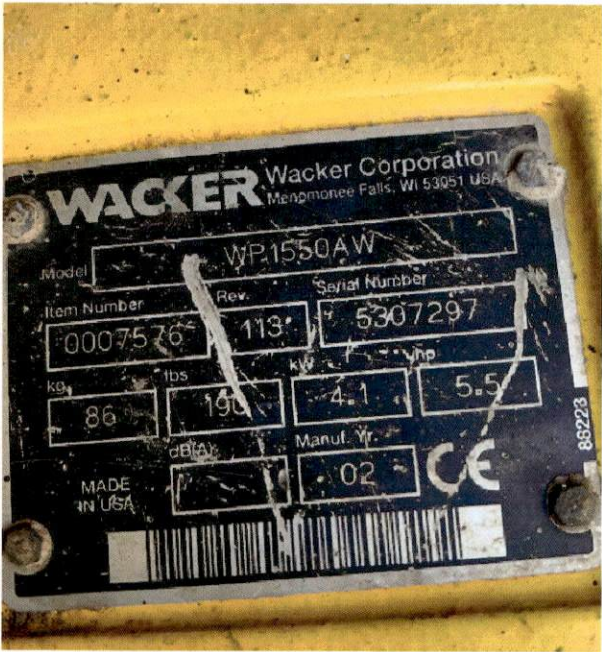
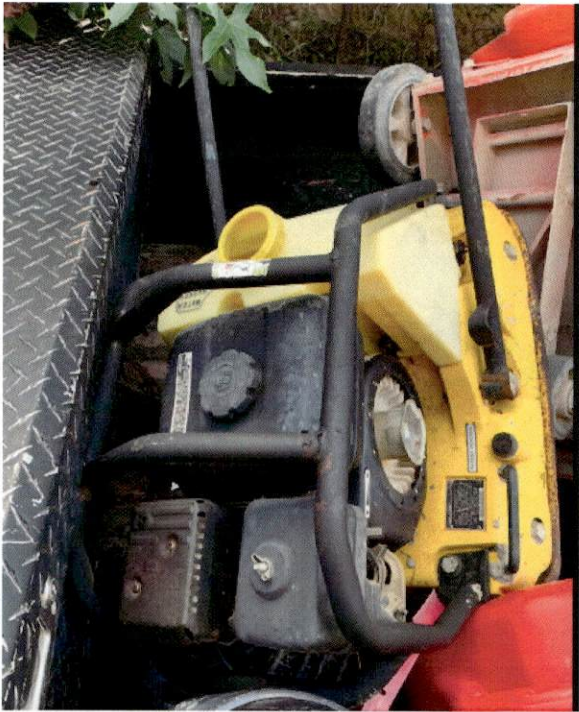




MAKE	WACKER
MODEL	WP1550AW
YEAR	2002
ENGINE	n/a
MILES	n/a
VIN	5307297
CONDITION	Non-working
ASSET TAG	0077

KNOWN ISSUES

1	DOES NOT PACK
---	---------------



MAKE	HUSQVARNA CONCRETE CUTTER
MODEL	FS 400 LV
YEAR	
ENGINE	
VIN	
CONDITION	Non-Working
ASSET TAG	0284

KNOWN ISSUES

1	bad saftey switch - missing
2	water basin busted
3	on/off switch missing

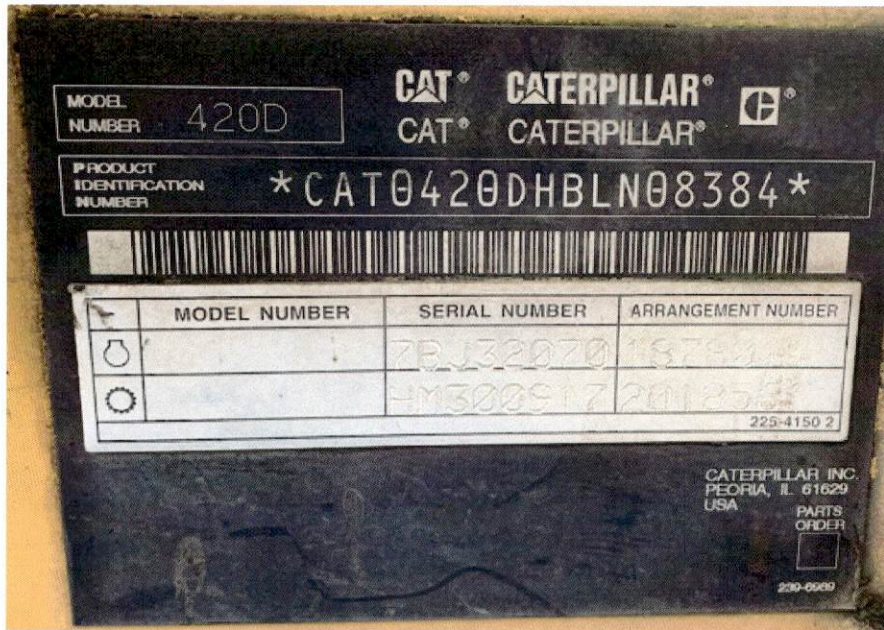


MAKE	CAT
MODEL	420 D BACKHOE
YEAR	
ENGINE	
MILES	unknown
VIN	CAT0420DHBLN08384
CONDITION	POOR
ASSET TAG	

KNOWN ISSUES

1	Heavy hydraulic leaks on all cylinders
---	--







MAKE	KUBOTA
MODEL	M9000
YEAR	
ENGINE	
HOURS	Unknown – hours have rolled over
VIN	50961
CONDITION	Poor
ASSET TAG	0123

KNOWN ISSUES

1	Main PTO shaft is broke - will have to take rear end apart to get to it
---	---





MAKE	STIHL WEED EATER
MODEL	
YEAR	
ENGINE	
MILES	
VIN	
CONDITION	
ASSET TAG	0134

KNOWN ISSUES

1	Will not run
---	--------------



All folders are up to date. Contr

MAKE	LONDON FOG 1
MODEL	18-20
YEAR	
ENGINE	
VIN	10461
CONDITION	
ASSET TAG	0070

KNOWN ISSUES

1	Will not spray
2	Only the motor runs



MAKE	LONDON FOG 2
MODEL	18-2G
YEAR	
ENGINE	
VIN	11302
CONDITION	
ASSET TAG	0071

KNOWN ISSUES

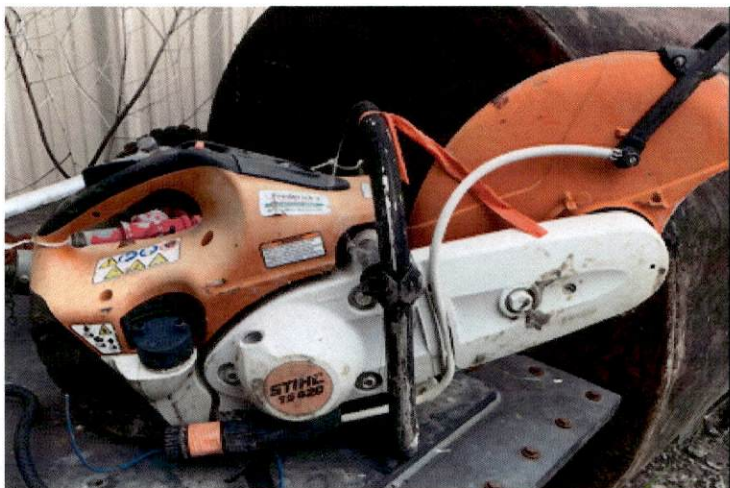
1	Will not spray
2	Only the motor runs



MAKE	STIHL CUTTER
MODEL	TS420
YEAR	
ENGINE	
VIN	
CONDITION	Non-Working
ASSET TAG	0319

KNOWN ISSUES

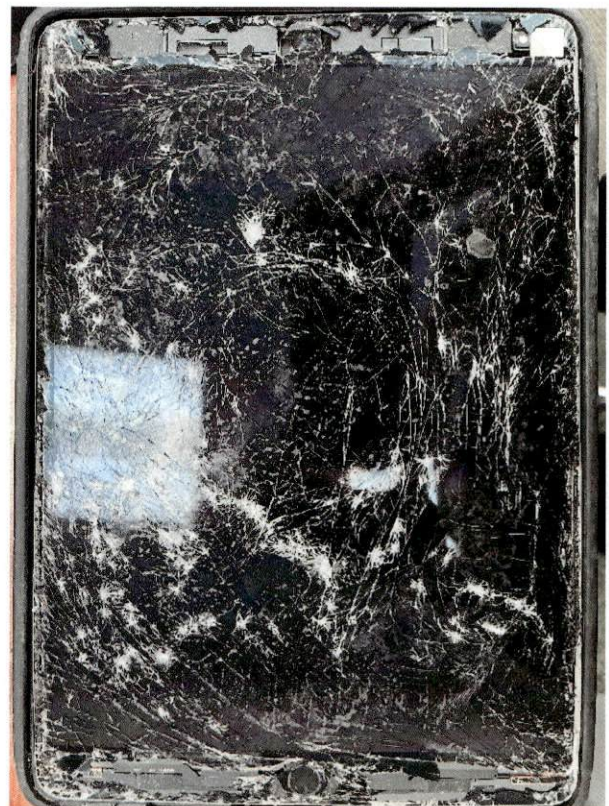
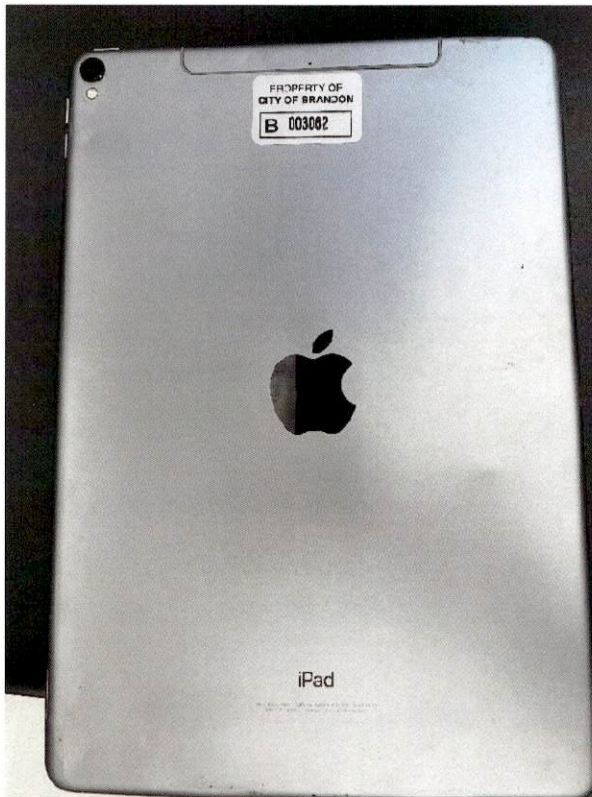
1	Will not run – unknown issues
---	-------------------------------



MAKE	iPad Pro
SN	DMPVF5D8J2D1
YEAR	
CONDITION	Non-Working – Cannot be Repaired

**KNOWN
ISSUES**

1	Completely Broken – Damaged beyond repair
2	



CITY OF BRANDON				
ELECTRONICS FOR SURPLUS - August 2024				
***Note: All items listed cannot be updated or restored for use by the City of Brandon.				
Quantity	Device	Manufacturer	Model	Serial Number
	MONITOR	AOC		
	DESKTOP PC	DELL	OPTIPLEX 7040	
	DESKTOP PC	DELL	OPTIPLEX 7040	
	DESKTOP PC	DELL	OPTIPLEX 7040	
	DESKTOP PC	DELL	OPTIPLEX 7040	
	DESKTOP PC	DELL	OPTIPLEX 7040	
	DESKTOP PC	DELL	OPTIPLEX 3020	
	MONITOR	ACER		
	MONITOR	ACER		
	MONITOR	ACER	G246HL	
	DESKTOP PC	DELL	OPTIPLEX 3020	
	DESKTOP PC	DELL	OPTIPLEX 3020	
	MONITOR	ACER		
	Desktop PC	Dell	OPTIPLEX 3020	
	DESKTOP PC	DELL	OPTIPLEX 3020	
	MONITOR	ACER		
	MONITOR	ACER	G246HL	
	PRINTER	HP	LASERJET 401	
	DESKTOP PC	HP	8200 ELITE	
	DESKTOP PC	DELL	OPTIPLEX 3020	497T432
	DESKTOP PC	DELL	OPTIPLEX 9020	2KT7282
	DESKTOP PC	DELL	OPTIPLEX 3020	37Y3FZ1
	DESKTOP PC	DELL	OPTIPLEX 3020	CM74FZ1
	DESKTOP PC	DELL	OPTIPLEX 9020	2KSY182
	DESKTOP PC	DELL	INSPIRON	1V3SJQ1
	MONITOR	HP	N223	
	MONITOR	DELL	P2317H	
	MONITOR	HP	N223	
	MONITOR	HP	N223	

	MONITOR	DELL	1908FPC	
	MONITOR	ACER	G246HL	33806407085
	MONITOR	ACER	G246HL	44702208985
	MONITOR	ASUS	BD228	H9LNQS004088
	MONITOR	ACER	G246HL	43303630685
	MONITOR	DELL	P2314HT	CN-07R1K3-74445-48P-ARXL
	MONITOR	DELL	P2414HV	CN-0524N3-74261-45H-2J3L
	MONITOR	ACER	G246HL	43303632185
	MONITOR	DELL	P2314HT	CN-0GFXN4-74445-363B-P8L
	MONITOR	DELL	U2412MV	CN-0M2GCR742611B316NL
	MONITOR	ASUS	BD228	G1LNQS080525
	MONITOR	ACER	G245HQ	21901847643
	MONITOR	ACER	S241HL	52305864485
	MONITOR	AOC	E2425SWD	C10E6BA001647
	MONITOR	SAMSUNG	LN-S1952W	AG9A39NLB02501J
26	Monitors	Dell	Various	Various
	PRINTER	HP	OFFICEJET 7000	MY2A6110MB
	RECEIPT PRINTER	EPSON	TM-H6000IV	P75F203623
	RECEIPT PRINTER	EPSON	TM-H6000IV	P75F183123
	RECEIPT PRINTER	EPSON	TM-H6000IV	P75F183140
	RECEIPT PRINTER	EPSON	TM-H6000IV	P75F181886
15	TELEPHONE	NORTEL		
	TIMECLOCK	JANTECH		
	SERVER RACK	N/A		
	MONITOR	DELL	P2314HT	CN-07R1K3-74445-387-944L
	MONITOR	ASUS	BD228	J6LMQS087506
	MONITOR	DELL	P2314HT	CN-07R1K3-74445-53H-535L
	MONITOR	DELL	P2312ht	CN0GFXN474445364AFZL
	Desktop PC	Dell	OPTIPLEX 790	JCL9TR1
	Desktop PC	Dell	OPTIPLEX 9020	G5BZC42
	DESKTOP PC	DELL	OPTIPLEX 9020	
	DESKTOP PC	DELL	OPTIPLEX 9020	G5H1D42
	DESKTOP PC	DELL	OPTIPLEX 9020	36WND42

	DESKTOP PC	DELL	OPTIPLEX 9020	DJV9CY1
	DESKTOP PC	DELL	OPTIPLEX 9020	2KTW182
	DESKTOP PC	DELL	OPTIPLEX 9020	4SX2N22
	DESKTOP PC	DELL	OPTIPLEX 9020	
	DESKTOP PC	DELL	OPTIPLEX 7040	
	DESKTOP PC	DELL	OPTIPLEX 9020	
	DESKTOP PC	DELL	OPTIPLEX 755	
	DESKTOP PC	HP	ELITEDESK	
	DESKTOP PC	HP	ELITEDESK 8200	
	DESKTOP PC	HP	ELITEDESK 8200	
	DESKTOP PC	HP	8200 ELITE	
	DESKTOP PC	HP	ELITEDESK	
	DESKTOP PC	HP	ELITEDESK	
	DESKTOP PC	HP	ELITEDESK	
	DESKTOP PC	HP	ELITEDESK	
	LAPTOP	HP	PROBOOK 6560B	
	LAPTOP	HP	ELITEBOOK 2570P	



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: MDEQ MCWI AGREEMENT #: 547-2-DW-5.15
SUB-AWARD AGREEMENT MODIFICATION

Asking for your consideration to approve the attached modification of MCWI Sub-award Agreement #: 547-2-DW-5.15 from the Mississippi Department of Environmental Quality and authorize the Mayor to execute the same.

The proposed modifications to the agreement will allow for a new scope of work to be added for a new waterline along Highway 80 near Municipal Drive.

MDEQ Sub-award Agreement No. 547-2-DW-5.15 was originally approved on April 3, 2023, with a later modification being approved by the Board on September 18, 2023, for the Burnham Road Waterline Improvements Project.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Modification Form - MDEQ Agreement No. 547-2-DW-5.15

Request to Modify MCWI Application or Sub-Award Agreement

This form should be used when the Subrecipient determines that a modification to their MCWI Grant Application or executed Sub-Award Agreement is needed. The common reasons that modifications are requested are: (1) Project Name; (2) Scope of Work; (3) Project Schedule; (4) Project Budget; and/or (5) Plans and Specifications.

GENERAL INFORMATION:

Applicant/Subrecipient Name: CITY OF BRANDON

Application ID/Sub-Award ID: 547-2-DW-5.15

Date of Request: 7/22/2024

Responsible Official¹: Mayor BUTCH LEE

MODIFICATION TYPES:

(1) PROJECT NAME

Modification Needed? Yes ☒ No ☐

If yes, provide a short project name that captures the nature of the proposed project:

CITY OF BRANDON - HIGHWAY 80 WATER DISTRIBUTION SYSTEM IMPROVEMENTS

(2) SCOPE OF WORK

Modification Needed? Yes ☒ No ☐

If yes, what is the primary purpose of the proposed Project (choose one):

Drinking Water ☒ Addition to Scope ☐

Stormwater ☐ Reduction of Scope ☐

Wastewater ☐

If a modified Scope of Work is needed, please provide a detailed Scope of Work for the proposed project. This should include a brief explanation as to why the proposed project is a "Necessary Investment". Attach additional pages if necessary.

THE 2024 HIGHWAY 80 WATER DISTRIBUTION SYSTEM IMPROVEMENTS CONSISTS OF THE REMOVAL/ABANDONMENT OF AN OLD WATER LINE AND THE INSTALLATION OF APPROXIMATELY 2875 LINEAR FEET OF 10" C-900 WATER MAIN ALONG MS. STATE HWY 80 IN THE CITY OF BRANDON.

THE PROJECT IS A NECESSARY INVESTMENT IN THE WATER DISTRIBUTION INFRASTRUCTURE FOR THE CITY OF BRANDON AS IT WILL GREATLY BENEFIT THE CITY BY HAVING BETTER HYDRAULIC CAPACITY TO MAINTAIN PRESSURE, DELIVERING AN INCREASE VOLUME DURING FIRE FLOW DEMAND, AND ELIMINATING AN OLD SEGMENT OF THE WATER DISTRIBUTION SYSTEM THAT HAS EXPERIENCED A LOT OF LEAKS RESULTING IN AN INCREASED AMOUNT OF MAINTENANCE COSTS TO THE CITY.

¹ For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.

(3) PROJECT SCHEDULE

Modification Needed? Yes ☒ No ☐

If yes, provide the actual start date (if task has begun) or anticipated start date (if task has not yet started) for the following:

Actual/Anticipated Start Date:

Complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals:

Advertise for Bids:

Receive Bids:

Execute Bids:

(Per Article 10 of Grant Agreement: All reasonable measures shall be taken to obligate funds by 8/30/2024)

Construction Start:

Closeout/Final Documentation:

(Per Attachment A of Sub-Award Agreement: Closeout/Final Documentation shall be no later than 9/30/2026, unless an extension of this date is specifically authorized by MDEQ)

(4) PROJECT BUDGET

Modification Needed? Yes ☐ No ☒

If yes, MCWI grant funds can only be decreased.

If decreasing MCWI Grant Funds, provide the new total:

If decreasing local matching funds, provide the new total:

If applicable, provide the amount of the revised Transferred LFRF (LFRF funds transferred to Subrecipient from a county or municipality):

If applicable, provide the amount of the revised Other Funds:

Please provide new Project Total:

(5) PLANS AND SPECIFICATIONS

Modification Needed? Yes ☒ No ☐

If yes, provide a copy of the plans and specifications for the proposed project. If applicable, provide a copy of the revised proposed project map.

RESOLUTION AND CERTIFICATION

I certify that the information provided in this document is true and correct and that I, as the Responsible Official, am authorized to request this modification. I also acknowledge that approval of this request is at the discretion of the MDEQ Executive Director and if approved this request shall be considered as a modification to the Applicant's MCWI Application. I further acknowledge that this request does not modify any executed Sub-Award Agreement and that my Sub-Award Agreement is not modified until it has been executed by both me and the MDEQ Executive Director.

RESPONSIBLE OFFICIAL²: _____

TITLE: Mayor 

DATE: 8/5/2024

Please email this Modification Request Form to mcwisubrecipient@horne.com.

² For counties, this should be the President of the Board of Supervisors. For municipalities, this should be the Mayor. For utility authorities, this should be a corporate officer.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 07/25/2024
SUBJECT: CONSIDERATION TO APPROVE UTILITY ADJUSTMENT APPROV

ATTACHMENTS:

1. ADJUSTMENT LISTING FOR BOARD APPROVAL 08052024

PUBLIC WORKS DEPARTMENT					
ADJUSTMENT APPROVALS FOR 08/05/2024 AGENDA					
UNPOSTED ADJUSTMENTS					
Account Number	Name	Address	Adjustment Description	Amount	
60402000.00 94	Todd Coker	113 Glen Arbor Court	Broken line in yard	-\$1,256.20	
61037000.00 97	Jessica Thompson	111 Lori Circle	Pool Fill	-\$90.99	
60927000.00 96	Sarah Shaffer	317 Afton Drive	Pool Fill	-\$35.47	
40297900.00 96	Eric Von Fischer-Benzon	138 Speers Valley Road	Waive reconnect fee	-\$42.80	
21060000.00 97	Jeffrey Bennett	25 Terrapin Hill Road S.	Pool Fill	-\$648.21	
50729000.00 98	Angela Beasley	670 Trickhambridge Road	Pool Fill	-\$136.63	
50826000.00 97	Robert & Paige Busby	302 Brenmar Drive	Pool Fill	-\$123.34	
20586000.00 97	Jennifer Ray	66 Treeline Drive	Partial Pool Fill	-\$86.11	
21062000.00 98	Robert McCaughan	29 Terrapin Hill Road S	Pool Fill	-\$147.87	
60003000.00 88	Michael Sanders	454 Pecan Circle	Water heater leak	-\$120.75	
11196000.00 98	James Addy	53 Sagewood Drive	Commode Running	-\$30.54	
10386000.00 98	Parkwood Apartments	455 Crossggates Blvd	Waive late fees/pmt posting crossed w/LF	-\$633.89	
10144000.00 96	James Hollowell	2009 Cross Creek Cove	Pool Fill	-\$146.90	
10046000.00 97	Robert Williard	2119 Shadow Lawn Street	Pool Fill	-\$146.36	
30487000.00 98	Mark Chrislip	605 Treeline Drive	Pool Fill	-\$196.91	
10246500.00 97	James Mitchell	6219 Brock Circle	Broken line coming into home	-\$41.50	
20243000.00 98	David Niskala	133 Fern Valley Road	Pool Leak	-\$78.65	
50284000.00 98	David Thompson	102 Easthaven Circle	Pool Fill	-\$208.61	
40961000.00 97	Clay Parker	2701 Hwy 80 East	Outside Leak	-\$122.58	
30592000.00 97	Stephanie Olivier	208 Ramblewood Drive	Pool Fill	-\$47.97	
60831501.00 94	Mary Baumann	314 East Brandon Court	Waive late fees	-\$15.00	
50131000.00 93	Jessica Elwell	200 Pecan Circle	Pool Fill	-\$30.33	
20431000.00 97	William Bowden	169 Summit Ridge	Pool Fill	-\$171.87	
40021900.00 98	Community Bank	270 Maxey Drive	Waive late fees	-\$33.25	
30191000.00 97	Tyler Squires	22 Fox Glen Cove	Pool Fill	-\$55.49	
20583000.00 98	John Sullivan	60 Sunline Drive	Leaking hose bib	-\$101.29	
61744100.00 97	Sheila Thornton	5117 Meadowood Drive	Broken outside faucet	-\$551.27	

Denied Adjustments				
Account Number	Name	Address	Adjustment Description	Comments
30205000.00 95	Stacey Burnside	33 Fox Glen Circle	Waive late fees per customer request	Customer has missed multiple payments & was cut off in June
50167101.00 83	Cheryl Taylor	703 Pecan Street	Bathtub faucet leak	No adj for water going into swr
61534000.00 90	Rashonda Oliver	615 Briars Bend	Commode Running	No adj for water going into swr
4056000.00 98	Iris McAllister	109 Royal Street	Bathtub faucet leak	No adj for water going into swr/cut off multiple times in the last few months
10173000.00 92	Sandra South	4008 Asbury Trail	Water heater leak	Didn't exceed 50% of Avg.
41148000.00 97	Ramon Barrera	115 Manestay Lane	Broken line in yard	Not on city sewer
41108000.00 98	Carla Lambricht	106 Rosewood Lane	Pool Fill	Not on city sewer



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: EMERGENCY TRAFFIC SIGNAL REPAIR
HIGHWAY 18 AT I20 – DUE TO WRECK
DECLARE AN EMERGENCY & INVOICE PAYMENT

Asking for your consideration to declare an emergency the traffic signal repairs at Highway 18 & I20 on July 3, 2024, and approve invoice #M2024.132 in the amount of \$14,917.00 from Lewis Electric, Inc. and authorize payment of the same.

On July 3, 2024, at approximately 3:07am, a vehicle accident occurred that damaged the traffic signal pole and accessories at the intersection of Highway 18 and the I20 Eastbound Off Ramp. Due to the vehicle accident, the traffic signal pole, signal heads, and radar unit had to be replaced completely.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Lewis Electric, Inc – invoice #M2024.132
- Accident Location Information
- Emergency Affidavit

GL Code: 001-201-720

Funding: General Fund (Streets)

LEWIS ELECTRIC, INC.

Fed ID #64-0823637
601-932-0101
P. O. Box 320337
Flowood, MS 39232

Invoice

Date	Invoice #
7/11/2024	M2024.132

Bill To
CITY OF BRANDON ATTN: CARLY DEARMAN PUBLIC WORKS DEPT. BRANDON, MS 39042

P.O. No.	Terms	Project
	NET DUE 30 DAYS	

Quantity	Description	Rate	Amount
	7/3/24: HWY 18 @ I-20 EB RAMP SIGNAL REPAIRS DUE TO DAMAGE BY VEHICLE REPLACE POLE (PROVIDED BY CITY OF PEARL), HEADS AND RADAR UNIT		
3	ONE MAN AND A SERVICE TRUCK AFTER HOURS	250.00	750.00
2	ONE MAN AND A SERVICE TRUCK	200.00	400.00
6	ONE MAN AND A BUCKET TRUCK	250.00	1,500.00
6	ONE MAN AND A DIGGER TRUCK	300.00	1,800.00
2	TWO MEN AND 2 BUCKET TRUCKS	500.00	1,000.00
1	TYPE 7 SIGNAL HEAD	1,625.00	1,625.00
1	TYPE 1 SIGNAL HEAD	786.00	786.00
1	STOP BAR RADAR DETECTION UNIT	7,056.00	7,056.00
NO TAX - GOVERNMENT AGENCY		Total	\$14,917.00

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 traffic signal repairs on Highway 18 at the I-20 Eastbound Off Ramp due to
a vehicle accident which occurred on 7/3/2024 at approximately 3:07am.

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
Lewis Electric, Inc 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 29 day of July, 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.)

MISSISSIPPI UNIFORM CRASH REPORT
DIAGRAM

2024039851

Scene #

1

Rev. 2024-1

Agency #

6101

Case #

24-7959

Page

9

of

12

CRASH DIAGRAM



Leaflet | Powered by Esri | Maxar, Microsoft



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: HEMPHILL CONSTRUCTION COMPANY
JUNE 2024 INVOICE APPROVAL

Asking for your consideration to approve invoice #H24023-07 from Hemphill Construction Company in the amount of \$40,350.41 for General Construction Services for the month of June 2024, authorize payment of the same, and amend the budget accordingly.

All services rendered by Hemphill Construction Company on the attached invoicing are at the FY24 General Construction Services commodity bid pricing. All listed repairs were due to circumstances in which the City of Brandon staff on hand were unable to accomplish in an appropriate timeframe or due to the nature of repairs.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hemphill Construction Company invoice for June 2024

GL Code & Funding: 400-673-637 - \$38,641.91 - WSOM
001-201-637 - \$1,708.50 - Streets (General Fund)



P.O. Drawer 879
Florence, MS 39073

Phone: 601-932-2060
Fax: 601-932-2550

INVOICE

City of Brandon
Department of Public Works
P.O. Box 1539
Brandon, MS 39043

Attn: Carly Dearman

Mail Payment to:

Hemphill Construction Company, Inc
P.O. Drawer 879
Florence, MS 39073-0879

DATE: 7/03/2024

INVOICE # H24023-07

JOB RE: June 2024 Repairs

TERMS: Net 30

<u>Work Order</u>	<u>DESCRIPTION OF WORK</u>	<u>TOTAL</u>
water 54391	Timbers & Stonegate	\$13,165.06
water 52961	3007 Greenfield Road	\$9,520.00
52486	22 Quail Ridge	\$3,983.00
water 52755	Boyce Thompson Water Tap	\$14,359.35
street 53338	Terrapin Drive & Summit Ridge	\$1,708.50
54394	Terrapin Hill South	\$8,710.41
54393	Marquette Road Valve	\$5,196.00
53864	652 Trickham Bridge	\$5,196.00
53778	138 Meadow Lane	\$11,855.14
53829	53 Terrapin Cove	\$13,588.41
water 53834	Orleans Way	\$1,597.50
53912	194 Huntview	\$5,568.12
52067	288 Cornerstone	\$46,157.00

TOTAL AMOUNT DUE

~~\$140,604.49~~

PLEASE PAY: \$40,350.41

All other line items will be paid on separate agenda items due to nature of work.

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	15	HR	Superintendent	\$105.00	\$1,575.00
2	11.5	HR	Foreman	\$95.00	\$1,092.50
3	20.5	HR	Trackhoe & Operator (308)	\$115.00	\$2,357.50
4	20.5	HR	Front End Loader & Operator	\$130.00	\$2,665.00
5	20.5	HR	Pipelayer	\$45.00	\$922.50
6	41	HR	Laborer	\$38.00	\$1,558.00
7	20.5	HR	Pickup Truck	\$22.00	\$451.00
8	20.5	HR	Flatbed Truck	\$19.00	\$389.50
9	20.5	HR	Small Incidental Tools	\$15.00	\$307.50
10	11.5	HR	Vacuum Excavator	\$80.00	\$920.00
11	1	LS	Eagle Pipe + 15%	\$926.56	\$926.56
TOTAL AMOUNT DUE					\$13,165.06



Work Order #: 54391

Work Order Date: 07/24/24

Work Type:

Status: Complete

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Water - Leak

Date Requested: 05/29/2024

Name:

Service Address or Request Location: Stonegate Drive at the entrance to Timbers

Phone Number:

Email Address:

Reported By:

Department:

Ward:

Nature of Request:

Scheduled Completion Date:

Date Work Order Completed: 05/29/2024

Work Order Completed By: Hemphill

Scope of Work Completed: 6" wrap around

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:

Notes

07/29/2024

Hemphill invoice will be on the 8/5/2024 agenda for final approval and payment. Carly Beth Dearman

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:



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	H24023	69582	6/30/2024
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 Inc. Will call at Eagle Pipe			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Ke...	1% 10 Net 30	NRP	5/29/2024	Customer	Eagle Pipe	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
2	6in Extended Range Two Bolt Coupling - 6.42in to 7.68in (Ford Meter Box) # BOAL6					402.85	805.70

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:	\$805.70
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$805.70



JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

5/29/2024

DAY OF WEEK:

WEDNESDAY

ACCIDENTS:YES

x

NO

INCIDENTS:YES

x

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1980

						010001-										TOTAL	PENETROMETER
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												
1	KENNETH MCCARDLE	2611	FOREMAN			11.50										11.50	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			11.50										11.50	READING
3	BARRET ABRAMS	2930	Trackhoe			11.50										11.50	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			11.50										11.50	LOCATION
5	ZACHARY MACKE	3102	Labor			11.50										11.50	
6	CHARLES SHOULDERS	2865	Loader			11.50										11.50	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1582	Ford F250 Pickup	11.50											11.50			-
WEATHER			1057	2-Ton Truck	11.50											11.50			-
FAIR			12766	Level	11.50											11.50			-
CLOUDY			13716	Pipe Saw	11.50											11.50			-
RAIN AMOUNT (IN)			9494	Laser	11.50											11.50			-
TEMPERATURE			5610	Conex Box	11.50											11.50			-
TIME WORKED	START	STOP	5612	20' Trailer	11.50											11.50			-
MORNING			11619	Centrifugal Pump	11.50											11.50			-
AFTERNOON			11654	Diaphragm Pump	11.50											11.50			-
NIGHT			13816	Trench Box 8'	11.50											11.50			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.50											11.50			-
WORK COMPLETED			2397	308 Cat	-											-			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	11.50											11.50			
1			2408	926 Cat	11.50											11.50			
2			8593	Pothole Machine	11.50											11.50			
3																			
4																-			-
5																-			-
6																-			-
7																-			-
8																-			-
9																-			-
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14																-			-
14																-			-
14																-			-
15																			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to the entrance of Timbers subdivision and Stonegate Dr to work on water leak. Started excavating down on water line , and installed trench box in excavation to make it safe to enter. Used pothole machine to clean off 6" water line to prep for repair. Had to run to Eagle pipe to get parts for repair. Once back installed a 6" bell repair wrap around and watched for leaks for a while. Then bedded around pipe with sand and walked it in. Made sure everything was safed up and prepped for rain event.

x

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

x

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 5/31/2024

DAY OF WEEK: FRIDAY

ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

[illegible]

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-							
1										-	
2										-	
										-	EQ ODOMETER READINGS

[illegible]

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went the entrance of Timbers subdivision and Stonegate Dr to backfill excavation.

Went to 3007 Greenfield Rd to investigate water leak in edge of Driveway. Removed part of driveway and hauled off with loader. Used pothole machine to try and find water leak. Made sure everything was safed up for the weekend.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

x	ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER
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KENNETH MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/3/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1963

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			-	-									-	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			7.00	4.00									11.00	READING
3	BARRET ABRAMS	2930	Trackhoe			7.00	4.00									11.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			7.00	4.00									11.00	LOCATION
5	ZACHARY MACKE	3102	Labor			7.00	4.00									11.00	
6	CHARLES SHOULDERS	2865	Loader			7.00	4.00									11.00	P.M.
7							-									-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-												
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-										TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	WEATHER	FAIR	CLOUDY	RAIN AMOUNT (IN)	TEMPERATURE	TIME WORKED	START	STOP									BEGIN	END	HRS
									1582	Ford F250 Pickup	7.00	4.00				11.00			-
									1057	2-Ton Truck	7.00	4.00				11.00			-
									12766	Level	7.00	4.00				11.00			-
									13716	Pipe Saw	7.00	4.00				11.00			-
									9494	Laser	7.00	4.00				11.00			-
									5610	Conex Box	7.00	4.00				11.00			-
									5612	20' Trailer	7.00	4.00				11.00			-
									11619	Centrifugal Pump	7.00	4.00				11.00			-
									11654	Diaphragm Pump	7.00	4.00				11.00			-
									13816	Trench Box 8'	7.00	4.00				11.00			-
									13819	Trench Box 16'	7.00	4.00				11.00			-
									2397	308 Cat	-	-				-			
									2244	303.5 Cat	7.00	4.00				11.00			
1									2408	926 Cat	7.00	4.00				11.00			
2									8593	Pothole Machine	7.00	-				7.00			
3																			
4																			
5																			
6																-			-
7																-			-
8																-			-
9																-			-
10																-			-
11																-			-
12																-			-
13																-			-
14																-			-
14																-			-
14																-			-
15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to go to 22 Quail Ridge Dr to investigate sewer emergency. Once equipment was moved and traffic control was set up we started saw cutting roadway. Removed asphalt and hauled off with loader. Excavated down on sewer main found a bad joint on 6" concrete pipe. Poured a concrete collar on it to make it safe. Backfilled with sand around pipe. Finished backfilling roadway with 6/10 Limestone and dressed up area. Made sure everything was safed up and cleaned up.

Had to go back to Stonegate Dr and Timbers entrance to finish and backfilling excavation. Had to haul in topsoil to finish dressing up area.

☒ 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 MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	9	HR	Superintendent	\$105.00	\$945.00
2	11	HR	Foreman	\$95.00	\$1,045.00
3	15	HR	Trackhoe & Operator (308)	\$115.00	\$1,725.00
4	15	HR	Front End Loader & Operator	\$130.00	\$1,950.00
5	15	HR	Pipelayer	\$45.00	\$675.00
6	30	HR	Laborer	\$38.00	\$1,140.00
7	15	HR	Pickup Truck	\$22.00	\$330.00
8	15	HR	Flatbed Truck	\$19.00	\$285.00
9	15	HR	Small Incidental Tools	\$15.00	\$225.00
10	15	HR	Vacuum Excavator	\$80.00	\$1,200.00
TOTAL AMOUNT DUE					\$9,520.00



Work Order #: 52961

Work Order Date: 05/13/24

Work Type:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Water - Leak

Date Requested: 05/10/2024

Name: Dodd Brister

Service Address or Request Location: 3007 Greenfield Road

Phone Number: 601-955-1908

Email Address: g.dodd@mindspring.com

Reported By: Request #707644113 3:37pm

Department: Water

Ward:

Nature of Request: Water leak through concrete/asphalt at entrance of parking lot

Scheduled Completion Date:

Date Work Order Completed: 06/04/2024

Work Order Completed By: Hemphill

Scope of Work Completed: 10 inch main leak

Locate Number If Necessary:

Additional Information: Irrigation is off at meter; ground is dry; constant small trickle

Concrete Repair Required/Details:

Sod/Yard Restoration Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Notes

05/16/2024 We will need to dig up this asphalt to get to leak Need to put it on schedule.

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

Uploaded Files

Date

05/16/2024

File Name

[20701172-image.jpg](#)

Uploaded by





JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 5/31/2024

DAY OF WEEK: FRIDAY

ACCIDENTS: YES ☒ NO

INCIDENTS: YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

[illegible]

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/4/2024

DAY OF WEEK:

TUESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

COMPANY

FLORENCE, MS SINCE 1983

HEMPHILL

						010001-										TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN													
1 KENNETH MCCARDLE	2611	FOREMAN			11.00											11.00	A.M.
2 JOSEPH WELBORN	1641	Pipelayer			11.00											11.00	READING
3 BARRET ABRAMS	2930	Trackhoe			11.00											11.00	SOIL TYPE
4 LADARIUS HENDERSON	3053	Labor			11.00											11.00	LOCATION
5 ZACHARY MACKE	3102	Labor			11.00											11.00	
6 CHARLES SHOULDERS	2865	Loader			11.00											11.00	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)			1582	Ford F250 Pickup	11.00		-									11.00	BEGIN	END	HRS
WEATHER			1057	2-Ton Truck	11.00		-									11.00			-
FAIR			12766	Level	11.00		-									11.00			-
CLOUDY			13716	Pipe Saw	11.00		-									11.00			-
RAIN AMOUNT (IN)			9494	Laser	11.00		-									11.00			-
TEMPERATURE			5610	Conex Box	11.00		-									11.00			-
TIME WORKED	START	STOP	5612	20' Trailer	11.00		-									11.00			-
MORNING			11619	Centrifugal Pump	11.00		-									11.00			-
AFTERNOON			11654	Diaphragm Pump	11.00		-									11.00			-
NIGHT			13816	Trench Box 8'	11.00		-									11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.00		-									11.00			-
WORK COMPLETED			2397	308 Cat	-		-									-			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	11.00		-									11.00			
1			2408	926 Cat	11.00		-									11.00			
2			8593	Pothole Machine	11.00		-									11.00			
3																			-
4																			-
5																			-
6																			-
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14																			-
14																			-
15																			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 3007 Greenfield Rd to take more driveway out to find water leak. Saw cut asphalt and removed and hauled off with loader. Used pothole machine to wash down to find water main. Found water leak it was a 12" main with a bell repair clamp leaking. We excavated down and made excavation safe to enter and we tightened up repair clamp and it stop leaking. We watched it for a hour or so to make sure it wasn't going to leak again. Backfilled around pipe with sand and backfilled the rest of excavation with stone in roadway. Dressed up area and made sure everything was cleaned up. Moved equipment to other jobsite before end of day.

☒ 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 MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	9	HR	Superintendent	\$105.00	\$945.00
2	19	HR	Foreman	\$95.00	\$1,805.00
3	19	HR	Trackhoe & Operator (308)	\$115.00	\$2,185.00
4	19	HR	Front End Loader & Operator	\$130.00	\$2,470.00
5	19	HR	Pipelaye	\$45.00	\$855.00
6	38	HR	Laborer	\$38.00	\$1,444.00
7	19	HR	Pickup Truck	\$22.00	\$418.00
8	19	HR	Flatbed Truck	\$19.00	\$361.00
9	19	HR	Small Incidental Tools	\$15.00	\$285.00
10	11	HR	Vacuum Excavator	\$80.00	\$880.00
11	1	LS	Eagle Pipe + 15%	\$2,711.35	\$2,711.35
TOTAL AMOUNT DUE					\$14,359.35



Work Order #: 52755

Work Order Date: 04/30/24

Work Type:

Status: Open

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Water - General

Date Requested: 04/30/2024

Name: Van Croxton

Service Address or Request Location: Quarry Park Storage Building (off of Boyce Thompson Drive)

Phone Number:

Email Address:

Reported By: Van Croxton

Department: Water

Ward:

Nature of Request: install a 3/4" service line to building

Scheduled Completion Date:

Date Work Order Completed: 06/06/2024

Work Order Completed By: Hemphill

Scope of Work Completed: Installed 2" Tap

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:



450 Industrial Drive
Jackson MS 39209

INVOICE

Your single source for water, sewer, gas, drainage and erosion
control needs.

RECEIVED
JUN 07 2024
6/6/2024

RECEIVED

Date	Account #	Invoice #	Due Date
6/6/2024	H24023	69627	7/6/2024
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	6/6/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
	** Boyd Park Ballfield - Brandon MS **						
	** Kenneth **						
1	12in x 2in Service Saddle - Epoxy Iron Body - Stainless Steel Double Band - 12.75in to 13.20in (Ford Meter Box) # FC2021320IP7					226.75	226.75
1	2in Corp Stop - PJ CTS x MIPT - No Lead (Ford Meter Box) # FB11007NL					423.30	423.30
300	2in x 300ft SDR9 HDPE Blue Water Service Tubing # 2SDR9CTS300BLUE					2.85	855.00
1	13in x 20in x 12inJumbo Meter Box - Drop In Plastic Lid with CI Meter Reader - Water Meter # D1500-DICIR					92.30	92.30
1	2in Curb Stop - PJ CTS x Oval Meter Flange - Full Port - Lock Wing (Ford Meter Box) # BF43777WNL					554.10	554.10
500	12ga Blue Tracer Wire Copper Clad - 30mil Insulation - Super Flex - 500ft reel ** Note: 1230B-SF-500 ** # 12CCBW500-SF					0.20	100.00
5	3M Tracer Wire Splice Kit - Twist Nut with Gel Pack # 3MSPLICEKIT					6.45	32.25
2	2in Stainless Steel Insert for CTS Tubing (Ford Meter Box) # INSERT55					4.00	8.00

Subtotal:

Payments/Credits

Sales Tax: (0.0%)

Balance Due



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
6/6/2024	H24023	69627	7/6/2024
FAX		PHONE	
601-487-7474		601-487-7473	

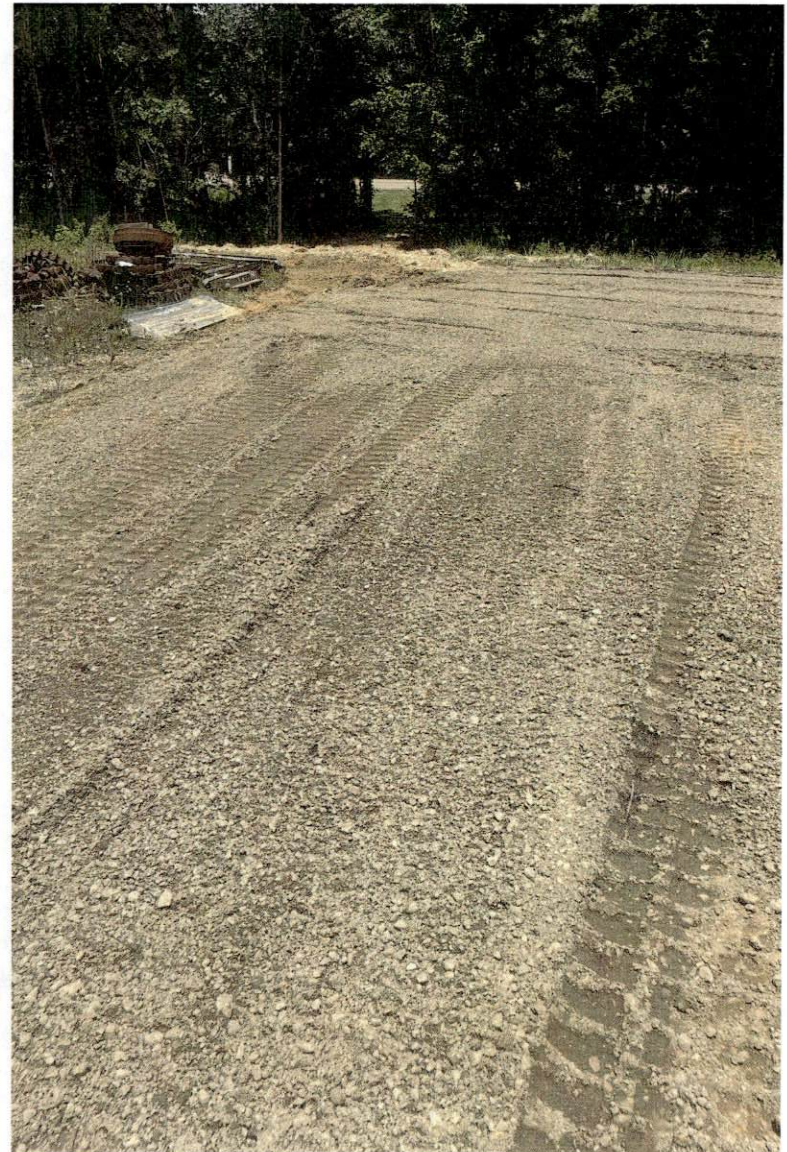
BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073				Hemphill Construction Company H24023 - February 2024 Brandon Kenneth - 601-559-5101 Directions below Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Ke...	1% 10 Net 30	NRP	6/6/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
1	SIM Tap Kit Machine Rental - 3/4in to 2in LOC: RENTAL # SIMTAP-RENTAL —					66.00	66.00

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:	\$2,357.70
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$2,357.70





JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/5/2024

DAY OF WEEK:

WEDNESDAY

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

						010001-										TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN													
1 KENNETH MCCARDLE	2611	FOREMAN			11.00											11.00	A.M.
2 JOSEPH WELBORN	1641	Pipelayer			11.00											11.00	READING
3 BARRET ABRAMS	2930	Trackhoe			11.00											11.00	SOIL TYPE
4 LADARIUS HENDERSON	3053	Labor			11.00											11.00	LOCATION
5 ZACHARY MACKE	3102	Labor			11.00											11.00	
6 CHARLES SHOULDERS	2865	Loader			11.00											11.00	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																	-
2																	-
TOTAL HOURS																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)			1582	Ford F250 Pickup	11.00		-									11.00	BEGIN	END	HRS
WEATHER			1057	2-Ton Truck	11.00		-									11.00			-
FAIR			12766	Level	11.00		-									11.00			-
CLOUDY			13716	Pipe Saw	11.00		-									11.00			-
RAIN AMOUNT (IN)			9494	Laser	11.00		-									11.00			-
TEMPERATURE			5610	Conex Box	11.00		-									11.00			-
TIME WORKED			5612	20' Trailer	11.00		-									11.00			-
MORNING			11619	Centrifugal Pump	11.00		-									11.00			-
AFTERNOON			11654	Diaphragm Pump	11.00		-									11.00			-
NIGHT			13816	Trench Box 8'	11.00		-									11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.00		-									11.00			-
WORK COMPLETED			2397	308 Cat	-		-									-			
PHASE			2244	303.5 Cat	11.00		-									11.00			
			2408	926 Cat	11.00		-									11.00			
1																			
2																			
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14																			-
14																			-
15																			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to Boyce Thompson Dr to put in a 2" tap on main. Had to excavate down and find 12" water main. Once found we cleaned off pipe and prepped for a tap. Installed saddle and performed hot tap on main. Installed 2" poly and excavated out for poly and ran it towards building. Backfilled excavation and dressed up area out by road. Had to fix walking trail when we excavated thru it. Made sure everything was safed up for the night.

☒ 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 MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/6/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1980

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			8.00	3.00									11.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			8.00	3.00									11.00	READING
3	BARRET ABRAMS	2930	Trackhoe			8.00	3.00									11.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			8.00	3.00									11.00	LOCATION
5	ZACHARY MACKE	3102	Labor			8.00	3.00									11.00	
6	CHARLES SHOULDERS	2865	Loader			8.00	3.00									11.00	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-												
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-										TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	WEATHER	FAIR	CLOUDY	RAIN AMOUNT (IN)	TEMPERATURE	TIME WORKED	START	STOP									BEGIN	END	HRS
						1582			Ford F250 Pickup	8.00	3.00	-				11.00			-
						1057			2-Ton Truck	8.00	3.00	-				11.00			-
						12766			Level	8.00	3.00	-				11.00			-
						13229			Pipe Saw	8.00	3.00	-				11.00			-
						9494			Laser	8.00	3.00	-				11.00			-
						5610			Conex Box	8.00	3.00	-				11.00			-
						5515			20' Trailer	8.00	3.00	-				11.00			-
						11619			Centrifugal Pump	8.00	3.00	-				11.00			-
						11654			Diaphragm Pump	8.00	3.00	-				11.00			-
						13816			Trench Box 8'	8.00	3.00	-				11.00			-
						13819			Trench Box 16'	8.00	3.00	-				11.00			-
						2397			308 Cat	-	-	-				-			
						2244			303.5 Cat	8.00	3.00	-				11.00			
1						2408			926 Cat	8.00	3.00	-				11.00			
2																			
3																			
4																			
5																			
6																			
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14																			
15																			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Finished excavating out for 2" poly service and installed meter on curb stop. Installed in meter box to grade and backfilled. Finished backfilling trench line and dressed up area. Installed crush concrete over lay down area. Put out seed, fertilizer and hay over grass areas. Made sure everything was safed up and cleaned up. Moved equipment to Terrapin Hill South to prep for point repairs.

Had to put some stone out at a couple different storm drain jobs that had washed away.

☒ 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 MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	1	HR	Superintendent	\$105.00	\$105.00
2	2.5	HR	Foreman	\$95.00	\$237.50
3	2.5	HR	Trackhoe & Operator (308)	\$115.00	\$287.50
4	2.5	HR	Front End Loader & Operator	\$130.00	\$325.00
5	2.5	HR	Pipelayer	\$45.00	\$112.50
6	5	HR	Laborer	\$38.00	\$190.00
7	2.5	HR	Pickup Truck	\$22.00	\$55.00
8	2.5	HR	Flatbed Truck	\$19.00	\$47.50
9	2.5	HR	Small Incidental Tools	\$15.00	\$37.50
10	2.5	HR	Vacuum Excavator	\$80.00	\$200.00
TOTAL AMOUNT DUE					\$1,597.50



Work Order #: 54443

Work Order Date: 07/29/24

Work Type:

Status: Open

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Water - Leak

Date Requested: 07/29/2024

Name: Carly Beth Dearman

Service Address or Request Location: Orleans Way near intersection of Hwy 18

Phone Number:

Email Address:

Reported By: Carly Beth Dearman

Department: Water

Ward:

Nature of Request: water leak in road

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:

Notes

07/29/2024

Originally believed that water leak was a result of an issue with the irrigation.

On 6/19/24, Hemphill was called to assist with investigation. Could only determine what was thought to be a 2" irrigation line leaking. No repairs were made at this time. Further investigation to be performed. Carly Beth Dearman

***Hemphill invoice for work performed on 6/19/2024 will be on the 8/5/2024 for final approval and payment. Carly Beth Dearman

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:

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/19/2024

DAY OF WEEK:

WEDNESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

COMPANY

FLORENCE, MS SINCE 1963

HEMPHILL

					010001-	010001-	010001-							TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												
1	KENNETH MCCARDLE	2611	FOREMAN			3.00	2.50	5.50						11.00	A.M.		
2	JOSEPH WELBORN	1641	Pipelayer			3.00	2.50	5.50						11.00	READING		
3	BARRET ABRAMS	2930	Trackhoe			3.00	2.50	5.50						11.00	SOIL TYPE		
4	LADARIUS HENDERSON	3053	Labor			3.00	2.50	5.50						11.00	LOCATION		
5	ZACHARY MACKE	3102	Labor			3.00	2.50	5.50						11.00			
6	CHARLES SHOULDERS	2865	Loader			3.00	2.50	5.50						11.00	P.M.		
7							-							-	READING		
8														-	SOIL TYPE		
9														-	LOCATION		
10														-			
11														-			
12														-			
13														-			
14														-			
15														-			

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-	010001-									
1														-
2														-
														-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-	010001-							TOTAL	EQ ODOMETER READINGS		
															BEGIN	END	HRS
WORK DAY (Y/N)			1582	Ford F250 Pickup	3.00	2.50	5.50							11.00			-
WEATHER			1058	2-Ton Truck	3.00	2.50	5.50							11.00			-
FAIR			12766	Level	3.00	2.50	5.50							11.00			-
CLOUDY			13229	Pipe Saw	3.00	2.50	5.50							11.00			-
RAIN AMOUNT (IN)			9494	Laser	3.00	2.50	5.50							11.00			-
TEMPERATURE			5610	Conex Box	3.00	2.50	5.50							11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	3.00	2.50	5.50							11.00			-
MORNING			11619	Centrifugal Pump	3.00	2.50	5.50							11.00			-
AFTERNOON			11654	Diaphragm Pump	3.00	2.50	5.50							11.00			-
NIGHT			13816	Trench Box 8'	3.00	2.50	5.50							11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	3.00	2.50	5.50							11.00			-
WORK COMPLETED			2397	308 Cat	-									-			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	3.00	2.50	5.50							11.00			
1			2408	926 Cat	3.00	2.50	5.50							11.00			
2			8593	Pothole Machine		2.50	5.50							8.00			
3														-			-
4														-			-
5														-			-
6														-			-
7														-			-
8														-			-
9														-			-
10														-			-
11														-			-
12														-			-
13														-			-
14														-			-
14														-			-
14														-			-
15														-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Finished up dressing up roadway at 53 Terrapin Cove. Had to bring in topsoil to backfill excavation in yard. Made sure everything was cleaned up and hauled off. Moved equipment to 100 Orleans Way.

Had to investigate a water leak at 100 Orleans Way. Found a 2" line that the city had potholed the day before and found. It was leaking around pipe coming out of casing from under the road. We went to the other side of road and found a saturated spot in grass area. We potholed down looking for casing coming from under road. Found it and there was no water coming from that side. It was all irrigation lines and we got city to come out and they turned it over to someone else. We moved our equipment to 288 Cornerstone Dr.

☒ 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 MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	1.5	HR	Superintendent	\$105.00	\$157.50
2	3	HR	Foreman	\$95.00	\$285.00
3	3	HR	Trackhoe & Operator (308)	\$115.00	\$345.00
4	3	HR	Front End Loader & Operator	\$130.00	\$390.00
5	3	HR	Pipelaye	\$45.00	\$135.00
6	6	HR	Laborer	\$38.00	\$228.00
7	3	HR	Pickup Truck	\$22.00	\$66.00
8	3	HR	Flatbed Truck	\$19.00	\$57.00
9	3	HR	Small Incidental Tools	\$15.00	\$45.00
TOTAL AMOUNT DUE					\$1,708.50



Work Order #: 53338

Work Order Date: 05/22/24

Work Type:

Status: Open

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Drainage - Storm Drain Pipe

Date Requested: 05/22/2024

Name: Carly Beth Dearman

Service Address or Request Location: Terrapin Drive near Summit Ridge Drive

Phone Number:

Email Address:

Reported By:

Department: Street

Ward:

Nature of Request: replace cross drain on Terrapin Drive

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:

Notes

05/22/2024

Hemphill will be replacing the cross drain on Terrapin Drive near Summit Ridge Drive. This work is to upgrade the storm drain pipe under the road from galvanized to concrete prior to Terrapin Drive being overlayed in the 2024 Overlay Project.

Work will take place 5/22/2024 thru 5/24/2024. Carly Beth Dearman

Employee Cost: \$0.00
Equipment Cost: \$0.00
Material Cost: \$0.00
Inventory Cost: \$0.00
Purchase Order Cost: \$0.00

JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 6/6/2024

DAY OF WEEK: THURSDAY

ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

[illegible]

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-							
1											-
2											-
											-
											EQ ODOMETER READINGS

[illegible]

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Finished excavating out for 2" poly service and installed meter on curb stop. Installed in meter box to grade and backfilled. Finished backfilling trench line and dressed up area. Installed crush concrete over lay down area. Put out seed, fertilizer and hay over grass areas. Made sure everything was safed up and cleaned up. Moved equipment to Terrapin Hill South to prep for point repairs.

Had to put some stone out at a couple different storm drain jobs that had washed away.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

x	ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER
---	---

KENNETH MCCARDLE

FOREMAN



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: 2024 EASTGATE SIDEWALK PROJECT
PAY REQUEST 1

Asking for your consideration to approve Pay Request 1 in the amount of \$74,437.23 from Simmons Erosion Control for the 2024 Eastgate Sidewalk Project and authorize payment of the same.

On May 20, 2024, the Board awarded the bid for the 2024 Eastgate Sidewalk Project to Simmons Erosion Control as the best and lowest bid received.

The 2024 Eastgate Sidewalk Project will allow for the construction of a new sidewalk along Eastgate Drive beginning at Highway 80 and continuing to the existing sidewalk at the footbridge (past Springtree Subdivision).

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Pay Request 1

GL Code: 001-201-720

Funding: House Bill 1707

July 26th, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
2024 Eastgate Sidewalk Project
B-10378
Pay Request #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 Eastgate Sidewalk Project for Simmons Erosion Control Co., Inc. in the total amount of **\$74,437.23**.

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 601-627-7780.

Sincerely,



Anthony Horn, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (Benchmark)

File: B-10378



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www.benchmarkms.net

PROJECT : City of Brandon - 2024 EASTGATE SIDEWALK PROJECT

PROJ. NO.: B-10378

ITEM #	DESCRIPTION	QTY.	UNIT	Original Contract Amt.		CURRENT QUANTITY	PAY REQUEST #1 - PAY PERIOD 06/01/24 to 06/30/24				
				UNIT PRICE	SUBTOTAL		CURRENT TOTAL	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL TO DATE	% COMPLETE
1	MOBILIZATION	1	LS	\$ 31,500.00	\$ 31,500.00	29.00%	\$ 9,135.00	29.00%	71.00%	\$ 9,135.00	29.0%
2	REMOVAL OF CONCRETE	79	SY	\$ 35.00	\$ 2,765.00	79	\$ 2,765.00	79	0	\$ 2,765.00	100.0%
3	REMOVAL OF CURB & GUTTER	199	LF	\$ 35.00	\$ 6,965.00	143	\$ 5,005.00	143	56	\$ 5,005.00	71.9%
4	REMOVAL OF STRIPING	128	LF	\$ 5.85	\$ 748.80	0.00	\$ -	0.00	128.00	\$ -	0.0%
5	TEMPORARY EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
6	UNCLASSIFIED EXCAVATION, FM, AH	90	CY	\$ 30.00	\$ 2,700.00	103.00	\$ 3,090.00	103.00	(13.00)	\$ 3,090.00	114.4%
7	BORROW EXCAVATION, FM, AH	100	CY	\$ 40.00	\$ 4,000.00	69.69	\$ 2,787.60	6969.00%	30.31	\$ 2,787.60	69.7%
8	EXCESS EXCAVATION, FM, AH (TO BE HAULED OFF-SITE)	24	CY	\$ 30.00	\$ 720.00	24.00	\$ 720.00	24.00	-	\$ 720.00	100.0%
9	SIZE 610 CRUSHED STONE	16	TON	\$ 142.00	\$ 2,272.00	17.68	\$ 2,510.56	17.68	(1.68)	\$ 2,510.56	110.5%
10	48" REINFORCED CONCRETE PIPE	16	LF	\$ 287.75	\$ 4,604.00	16.00	\$ 4,604.00	16.00	-	\$ 4,604.00	100.0%
11	REMOVE & RESET 48" REINFORCED CONCRETE FLARED END SECTION	1	EA	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	1.00	-	\$ 1,300.00	100.0%
12	CONCRETE COLLAR	1	EA	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
13	4" CONCRETE SIDEWALK	404	SY	\$ 95.00	\$ 38,380.00	237.61	\$ 22,572.95	237.61	166.39	\$ 22,572.95	58.8%
14	CURB & GUTTER (ALL TYPES)	186	LF	\$ 50.00	\$ 9,300.00	113.54	\$ 5,677.00	113.54	72.46	\$ 5,677.00	61.0%
15	CONCRETE HEADER CURB	125	LF	\$ 50.00	\$ 6,250.00	5.00	\$ 250.00	5.00	120.00	\$ 250.00	4.0%
16	CONCRETE DRIVEWAY	63	SY	\$ 117.00	\$ 7,371.00	75.11	\$ 8,787.87	75.11	(12.11)	\$ 8,787.87	119.2%
17	SMALL BLOCK RETAINING WALL (KEYSTONE COMPAC III TRI-PLANE)	490	SF	\$ 49.00	\$ 24,010.00	0.00	\$ -	0.00	490.00	\$ -	0.0%
18	THERMOPLASTIC LEGEND, WHITE	800	LF	\$ 11.70	\$ 9,360.00	0.00	\$ -	0.00	800.00	\$ -	0.0%
19	DRIVEWAY MARKING PAINT	40	SF	\$ 20.00	\$ 800.00	0.00	\$ -	0.00	40.00	\$ -	0.0%
20	TYPE 6 PEDESTRIAN SIGNAL HEAD	2	EA	\$ 1,935.50	\$ 3,871.00	0.00	\$ -	0.00	2.00	\$ -	0.0%
21	PUSH BUTTON ASSY.	2	EA	\$ 1,677.50	\$ 3,355.00	0.00	\$ -	0.00	2.00	\$ -	0.0%
22	PUSH BUTTON POLE w/ FOUNDATION	1	EA	\$ 650.00	\$ 650.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
23	ELECTRIC CABLE, (UNDERGROUND IN CONDUIT), IMSA 20-1, AWG 14, 5 CONDUCTOR	271	LF	\$ 5.00	\$ 1,355.00	0.00	\$ -	0.00	271.00	\$ -	0.0%
24	SHIELDED CABLE, AWG 14, 2 CONDUCTOR	271	LF	\$ 6.50	\$ 1,761.50	0.00	\$ -	0.00	271.00	\$ -	0.0%
25	ELECTRIC CABLE, (UNDERGROUND IN CONDUIT), IMSA 20-1, AWG 10, 2 CONDUCTOR	251	LF	\$ 7.75	\$ 1,945.25	0.00	\$ -	0.00	251.00	\$ -	0.0%
26	ELECTRIC CABLE, (UNDERGROUND IN CONDUIT), IMSA 20-1, AWG 14, 8 CONDUCTOR	251	LF	\$ 11.50	\$ 2,886.50	0.00	\$ -	0.00	251.00	\$ -	0.0%
27	RADAR VEHICLE DETECTION CABLE	251	LF	\$ 19.50	\$ 4,894.50	0.00	\$ -	0.00	251.00	\$ -	0.0%
28	TYPE 1 OPTICAL DETECTOR CABLE	251	LF	\$ 0.15	\$ 37.65	0.00	\$ -	0.00	251.00	\$ -	0.0%
29	ADJUST & REMOVE EXISTING SIGNAL BOXES	1	LS	\$ 7,750.00	\$ 7,750.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
30	R10-15 SIGN ASSY.	6.25	SF	\$ 193.50	\$ 1,209.38	0.00	\$ -	0.00	6.25	\$ -	0.0%
31	SOLID SOD (TO MATCH EXISTING)	1,935	SF	\$ 6.00	\$ 11,610.00	1350.00	\$ 8,100.00	1350.00	585.00	\$ 8,100.00	69.8%
32	DETECTABLE WARNING PANEL	183	SF	\$ 25.00	\$ 4,575.00	42.00	\$ 1,050.00	42.00	141.00	\$ 1,050.00	23.0%
33	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 33,949.21	\$ 33,949.21	0.00	\$ -	0.00	1.00	\$ -	0.0%
34	42" PEDESTRIAN HANDRAIL	50	LF	\$ 451.50	\$ 22,575.00	0.00	\$ -	0.00	50.00	\$ -	0.0%
35	REMOVE & RESET SIGN ASSEMBLY	1	EA	\$ 645.00	\$ 645.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
CONTRACT TOTAL					\$ 265,115.79		\$ 78,354.98			\$ 78,354.98	

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 PLANS AND CONTRACT DOCUMENTS.

CONTRACTOR: SIMMONS EROSION CONTROL, INC.

SIGNED: [Signature] Date: 7-23-2024

PRINT: Blaise Thomas

ENGINEER CERTIFIES THAT PAY ITEMS REQUESTED FOR PAYMENT HAVE BEEN REVIEWED IN THE FIELD AND THE REQUEST APPEARS TO BE ACCURATE TO THE WORK THAT HAS BEEN PERFORMED UP UNTIL THE PAY PERIOD END DATE.

SIGNED: [Signature] Date: 07/26/2024

PRINT: Anthony Horn, P.E. (Benchmark Engineering & Surveying, LLC)

Owner APPROVAL OF THIS PAY REQUEST

SIGNED: _____ Date: _____

PRINT: Butch Lee, Mayor

ORIGINAL CONTRACT PRICE \$ 265,115.79
NET CHANGE BY CHANGE ORDERS \$ -
CURRENT CONTRACT PRICE \$ 265,115.79
COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE: \$ 78,354.98
EXTRA WORK PERFORMED TO DATE: \$ -
COST OF TOTAL WORK PERFORMED TO DATE: \$ 78,354.98
STORED MATERIALS: \$ -
SUBTOTAL: \$ 78,354.98
LESS RETAINAGE \$ 3,917.75 5% contract
SUBTOTAL LESS RETAINAGE: \$ 74,437.23
LESS PREVIOUS PAYMENTS AND AMOUNTS DUE FROM PREVIOUS: \$ -
FUEL ADJUSTMENT \$ -
BALANCE DUE THIS PAYMENT: \$ 74,437.23
BALANCE TO FINISH: \$ 190,678.55

TOTAL CONTRACT TIME (DAYS) = 90

TOTAL DAYS IN THIS PAY PERIOD = 30

TOTAL DAYS = 30

TOTAL CONTRACT TIME USED = 33%

% BILLED = 29.56%



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: HERBICIDE TREATMENT
BID RENEWAL – 2024 SEASON

Asking for your consideration to renew the bid for Herbicide Treatment of Right-of-Ways, Ditches, Detention Ponds, & Cemeteries with Chempro Services, Inc. for the 2024 spraying season.

Bids were taken on April 26, 2022, for herbicide treatment for the City of Brandon. The Board awarded the bid on May 16, 2022, to Chempro, Inc. as the best and lowest bid received. The bid for herbicide treatment for the City of Brandon allows the bid to be renewed for three consecutive years upon request of the vendor and approval by the Board. Chempro, Inc. has requested renewal of the bid for the 2024 season.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Chempro, Inc. – Request to Renew Bid
- 2022 Herbicide Spraying Bid approval



March 1, 2024

Ms. Angela Bean, City Clerk
City of Brandon, MS
1000 Municipal Drive
Brandon, MS 39042

Subject: Herbicide Treatments for The City of Brandon, MS

Dear Ms. Bean,

Per the contract specifications, ChemPro would like to request to renew contract option year 2 of the Bid titled *Herbicide Treatment for Rights of Ways, Ditches, Detention Ponds and Cemeteries*. We will honor the contracted amount with no increase for this option renewal.

Feel free to reach out if anything further is needed.

Regards,

Jamie Rauch

Jamie Rauch
jrauch@chemproservices.com
ChemPro Services, Inc.



☒ APPROVED
5/16/2022

MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH, PUBLIC WORKS DIRECTOR
CARLY DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: MAY 16, 2022
SUBJECT: HERBICIDE TREATMENT
AWARD BID

Asking for your consideration to award the bid for Herbicide Treatment of Right-of-Ways, Ditches, Detention Ponds, & Cemeteries to Chempro Services, Inc. as the best and/or lowest bidder for 2022 and allow Helena Agri Enterprises as the alternative bid for these services.

Bids were taken on April 26, 2022, for herbicide treatment for the City of Brandon.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

- Bid Tab

HERBICIDE TREATMENT - RIGHT OF WAYS, DITCHES, DETENTION PONDS AND CEMETERIES
APRIL 26, 2022 - 10:00
2022-09

BIDDER	Cert of Responsibility	ROW, DETENTION PONDS AND DITCHES 2 APPLICATIONS	ROW, DETENTION PONDS, DITCHES ADDITIONAL APPLICATION (EA)	FOUR CEMETERIES 2 APPLICATIONS	FOUR CEMETERIES ADDITIONAL APPLICATION
HELENA AGRI ENTERPRISES	22461-SC	\$33,500.00	\$16,381.16	\$9,205.98	\$3,982.56
CHEMPRO SERVICES, INC	21544-SC	\$23,800.00	\$11,900.00	\$5,600.00	\$2,800.00
T & T SPECIALTY APP LLC	NO SUBMISSION				

This is to certify that the above is a true and accurate tabulation of bids received on
APRIL 26, 2022

Angela Bean
Angela Bean, City Clerk





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: HUNTERS WOODS SEWER REPAIR PROJECT – GROUP 2 OF 6
INVOICE APPROVAL

Asking for your consideration to approve invoice #H24023-07-54394 in the amount of \$8,710.41 from Hemphill Construction Company for the Hunters Woods Sewer Repair Project – Group 2 of 6 – sewer point repairs, authorize payment of the same, and amend the budget accordingly.

Invoiced repair locations:

- Near 21 Terrapin Hill Road South – location 1
- Near 25 Terrapin Hill Road South

On May 20, 2024, the Board approved for Hemphill Construction Company to proceed with the Hunters Woods Sewer Repair Project - Group 2 sewer point repairs at the FY24 commodity pricing. Each sewer point repair was necessary due to deficiencies in the sewer lines that were allowing infiltration and restricted flow in the system.

The remaining point repairs in Group 2 are continuing to be performed and will be invoiced by Hemphill Construction Company upon completion.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hemphill Construction Company Invoices
- Hunter Woods Sewer Repair Project Group 2 – May 20, 2024 Board approval

GL Code: 400-680-637

Funding: WSOM

Work Order 54394 - Terrapin Hill South

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	1	HR	Superintendent	\$105.00	\$105.00
2	13	HR	Foreman	\$95.00	\$1,235.00
3	13	HR	Trackhoe & Operator (308)	\$115.00	\$1,495.00
4	13	HR	Front End Loader & Operator	\$130.00	\$1,690.00
5	13	HR	Pipelayer	\$45.00	\$585.00
6	26	HR	Laborer	\$38.00	\$988.00
7	13	HR	Pickup Truck	\$22.00	\$286.00
8	13	HR	Flatbed Truck	\$19.00	\$247.00
9	13	HR	Small Incidental Tools	\$15.00	\$195.00
10	11	HR	Vacuum Excavator	\$80.00	\$880.00
11	1	LS	Eagle Pipe + 15%	\$1,004.41	\$1,004.41
TOTAL AMOUNT DUE					\$8,710.41



Work Order #: 54394

Work Order Date: 05/20/24

Work Type:

Status: Open

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - General

Date Requested: 05/20/2024

Name: Carly Beth Dearman

Service Address or Request Location: 21 Terrapin Hill Road South

Phone Number:

Email Address:

Reported By: Carly Beth Dearman

Department: Sewer

Ward:

Nature of Request: sewer point repair - 90lf upstream of MH-667 & 31lf upstream of MH-667

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By:

Scope of Work Completed: See notes - Carly Beth Dearman

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:

Notes

06/10/2024

Repair performed by Hemphill Construction - Point repair 1 - cut out and replaced 65" of 8" sewer pipe. approximately 90lf upstream from MH-667.

Invoice for repairs will be presented to the Board on the 8/5/2024 agenda for final approval and payment. Carly Beth Dearman

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:



Work Order #: 54463

Work Order Date: 05/20/24

Work Type:

Status: Complete

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - General

Date Requested: 05/20/2024

Name: Carly Beth Dearman

Service Address or Request Location: 25 Terrapin Hill Road South

Phone Number:

Email Address:

Reported By: Carly Beth Dearman

Department: Sewer

Ward:

Nature of Request: sewer point repair - 178lf downstream of MH-667

Scheduled Completion Date:

Date Work Order Completed: 06/10/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Replaced 40" piece of 8" sewer pipe. Backfilled and dressed area.

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:



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
6/12/2024	H24023	69727	7/12/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:

Hemphill Construction Company Inc.
PO Drawer 879
Florence, MS 39073

SHIP TO:

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	6/10/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION				JUN 18 2024	UNIT	EXT
1	Probe Rod - Mighty Probe - 48in length - MPA48 # MIGHTYPROBE48					99.50	99.50
14	8in SDR26 HW PVC Sewer Pipe - ps115 - 14ft length - Gasket Joint # 8SDR26HWX14					13.45	188.30
4	8in x 8in Flexible Sewer Coupling - Clay x PVC with Shear Ring (Pipeconx) ** Note: Shear Ring ** # PCX02-88SR-Pipeconx					119.85	479.40
4	8in x 8in Flexible Sewer Coupling - Clay x PVC (Pipeconx) # PCX02-88-Pipeconx					26.55	106.20
H24023 - 040001-04							

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:	\$873.40
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$873.40





JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 6/7/2024

DAY OF WEEK: FRIDAY

ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

[illegible]

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-								
1												-	
2												-	
												-	EQ ODOMETER READINGS

[illegible]

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Started to set up for point repairs on Terrapin Hill South but we got called on a emergency on Marquette Rd. So we made sure everything was safed up. Moved equipment to Marquette Rd.

Once on Marquette Rd we had to excavate on 12" valve to see if it was broke. Once excavated down on we cleaned it off and found that the nut had broke off of stim on valve. We manually opened valve with wrench. Had the city come out to see what they wanted to do about it. We looked for another valve that was suppose to be in area but we didn't find it. They wanted to do away valve so we backfilled excavation and dressed up area. Cleaned up all trash in area. Put out seed, fertilizer and hay over area. Moved equipment and traffic control equipment back to yard. Made sure everything was safed up for the weekend.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

x	ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER
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KENNETH MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/10/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

x

NO

INCIDENTS:YES

x

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

						010001-										TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												A.M.		
1	KENNETH MCCARDLE	2611	FOREMAN			11.00										11.00	READING		
2	JOSEPH WELBORN	1641	Pipelayer			11.00										11.00	SOIL TYPE		
3	BARRET ABRAMS	2930	Trackhoe			11.00										11.00	LOCATION		
4	LADARIUS HENDERSON	3053	Labor			11.00										11.00			
5	ZACHARY MACKE	3102	Labor			11.00										11.00			
6	CHARLES SHOULDERS	2865	Loader			11.00										11.00	P.M.		
7																-	READING		
8																-	SOIL TYPE		
9																-	LOCATION		
10																-			
11																-			
12																-			
13																-			
14																-			
15																-			

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-												
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1582	Ford F250 Pickup	11.00		-									11.00			-
WEATHER			1057	2-Ton Truck	11.00		-									11.00			-
FAIR			12766	Level	11.00		-									11.00			-
CLOUDY			13229	Pipe Saw	11.00		-									11.00			-
RAIN AMOUNT (IN)			9494	Laser	11.00		-									11.00			-
TEMPERATURE			5610	Conex Box	11.00		-									11.00			-
TIME WORKED			5215	20' Trailer	11.00		-									11.00			-
MORNING			11619	Centrifugal Pump	11.00		-									11.00			-
AFTERNOON			11654	Diaphragm Pump	11.00		-									11.00			-
NIGHT			13816	Trench Box 8'	11.00		-									11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.00		-									11.00			-
WORK COMPLETED			2397	308 Cat	-		-									-			
PHASE			2244	303.5 Cat	11.00		-									11.00			
1			2408	926 Cat	11.00		-									11.00			
2			8593	Pothole Machine	11.00		-									11.00			
3																			
4																			
5																			
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14																			
14																			
14																			
15																			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to Terrapin Hill Rd South and set up traffic control equipment. Moved all other equipment over there and started potholing down on the measurements for point repairs. Started on the one at 25 Terrapin Hill , found sewer line and found the hole in pipe.Cleaned off pipe and around pipe to prep to make repair. Moved down to the one at 23 Terrapin Hill and potholed down on it but it was right underneath a Entergy power transformer so we had to put it on hold. Started work on the one at 21 Terrapin Hill , found the break in pipe and cleaned it off to prep to make repair. Had to run to Eagle pipe to get parts for repairs. When we got back we cut out bad sections of 8" pipe and replaced with 8" PVC pipe and sleeved back together with rubber couplings. The one at 25 Terrapin Hill used a 40" piece of 8" PVC pipe and the one at 21 Terrapin Hill used a 65" piece of 8" PVC pipe. Installed sand around pipe in both excavations, backfilled and dressed up areas with topsoil. We filled hole in beside transformer with sand to protect transformer from collapsing. Started trying to find another sewer repair at 21 Terrapin Hill. We potholed down trying to find utilities and sewer main. Found sewer main with a bunch of concrete poured on it, looked like a old repair. Sewer main started going out in road so we went ahead and saw cut road. We marked utilities and backfilled excavation with sand.Made sure everything was safed up for the night.

x

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

x

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN



✓ APPROVED
5/20/24

MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: MAY 20, 2024
SUBJECT: HUNTERS WOODS SEWER REPAIR PROJECT – GROUP 2 OF 6
PERMISSION TO PROCEED WITH SEWER REPAIRS

Asking for your permission to proceed with the Hunters Woods Group 2 sewer point repairs. Repairs will be made by Hemphill Construction Company at the FY24 commodity pricing.

On September 5, 2023, the Board awarded the bid for the Hunters Woods Sewer Video Project to Suncoast Infrastructure, Inc. This project has allowed for CCTV inspections of the City of Brandon's sewer lines in a portion of the Crossgates Subdivision for maintenance and repair purposes. The Hunters Woods Sewer Video Project was completed in March 2024.

The CCTV footage provided through the completed Hunters Woods Sewer Video Project has shown numerous deficiencies with the sewer lines in this area of the Crossgates Subdivision. Group 1 contains seven locations along Terrapin Cove and Pine Cove where the sewer lines are damaged and allowing infiltration into the system or minimal flow.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hunters Woods Sewer Repair Project – Group 2 listing

GL Code – 400-680-637

Funding - WSOM



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: HEMPHILL CONSTRUCTION COMPANY
INVOICE APPROVALS
EMERGENCY REPAIRS – JUNE 2024

Asking for your consideration to declare an emergency the following repairs and authorize payment of the Hemphill Construction Company invoices for each repair.

1. Marquette Road near GM plant – \$5,196.00 - invoice #H24023-07-54393 – emergency water leak/water valve repair - Valve had become seized. Excavated around valve and was able to open valve properly and correct valve to keep it from leaking
2. 138 Meadowlane - \$11,855.14 – invoice #H24023-07-53778 – emergency sewer line repair – sewer line broke along ditch. Replaced section of pipe with iron pipe at ditch crossing.
3. 53 Terrapin Cove – \$13,588.41 – invoice #H24023-07-53829 – emergency sewer line repair – sewer line broken under road causing road to cave.
4. 652 Trickhambridge Road - \$5,196.00 – invoice #H24023-07-53864 – emergency sewer repair – Replaced check valve and hand valve for grinder pump system.
5. 194 Huntview Drive - \$5,568.12 – invoice #H24023-07-53912 – emergency sewer repair – sewer service had become disconnected from city main. Reconnected tap at city main.
6. 22 Quail Ridge Drive - \$3,983.00 – invoice #H24023-07-52486 – emergency sewer repair – sewer point repair on 6" pipe
7. 288 Cornerstone Drive - \$46,157.00 – invoice #H24023-07-52067 – emergency storm drain repair – storm drain collapse causing damage to property. This repair is still in progress. The remainder of the work will be invoiced by Hemphill upon completion. Delays in the work being completed due to a power pole obstruction.

All services rendered by Hemphill Construction Company on the attached invoicing are at the FY24 General Construction Services commodity bid pricing. All listed repairs were emergencies in which the City of Brandon employees were not able to repair.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Hemphill Invoices

GL Code & Funding: 400-680-637 – WSOM - \$40,190.67
400-673-637 – WSOM - \$5,196.00
001-201-720 – General Fund (Streets) - \$46,157.00

Work Order 54393 - Marquette 12" Valve

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	4	HR	Superintendent	\$105.00	\$420.00
2	8	HR	Foreman	\$95.00	\$760.00
3	8	HR	Trackhoe & Operator (308)	\$115.00	\$920.00
4	8	HR	Front End Loader & Operator	\$130.00	\$1,040.00
5	8	HR	Pipelayer	\$45.00	\$360.00
6	16	HR	Laborer	\$38.00	\$608.00
7	8	HR	Pickup Truck	\$22.00	\$176.00
8	8	HR	Flatbed Truck	\$19.00	\$152.00
9	8	HR	Small Incidental Tools	\$15.00	\$120.00
10	8	HR	Vacuum Excavator	\$80.00	\$640.00
TOTAL AMOUNT DUE					\$5,196.00

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 water leak/water valve repair on Marquette Road near GM Plant

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 29 day of July, 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.)



Work Order #: 54393

Work Order Date: 07/24/24

Work Type:

Status: Complete

Prepared By:

Type of Work Order:

Request Type: Water - Valve maintenance & repairs

Date Requested: 06/07/2024

Name:

Service Address or Request Location: Marquette Rd

Phone Number:

Email Address:

Reported By:

Department:

Ward:

Nature of Request:

Scheduled Completion Date: 06/07/2024

Date Work Order Completed: 06/07/2024

Work Order Completed By: Hemphill

Scope of Work Completed: Excavated and manually opened 12" Valve

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:

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/7/2024

DAY OF WEEK:

FRIDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1993

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-								TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			2.00	8.00								10.00	A.M.
2	JOSEPH WELBORN	1641	Pipelaye			2.00	8.00								10.00	READING
3	BARRET ABRAMS	2930	Trackhoe			2.00	8.00								10.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			2.00	8.00								10.00	LOCATION
5	ZACHARY MACKE	3102	Labor			2.00	8.00								10.00	
6	CHARLES SHOULDERS	2865	Loader			2.00	8.00								10.00	P.M.
7															-	READING
8															-	SOIL TYPE
9															-	LOCATION
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-											
1															-
2															-
															-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-								TOTAL	EQ ODOMETER READINGS			
WORK DAY (Y/N)	WEATHER	FAIR	CLOUDY	RAIN AMOUNT (IN)	TEMPERATURE	TIME WORKED	START	STOP							BEGIN	END	HRS	
						1582			Ford F250 Pickup	2.00	8.00	-			10.00			-
						1057			2-Ton Truck	2.00	8.00	-			10.00			-
						12766			Level	2.00	8.00	-			10.00			-
						13229			Pipe Saw	2.00	8.00	-			10.00			-
						9494			Laser	2.00	8.00	-			10.00			-
						5610			Conex Box	2.00	8.00	-			10.00			-
						5515			20' Trailer	2.00	8.00	-			10.00			-
						11619			Centrifugal Pump	2.00	8.00	-			10.00			-
						11654			Diaphragm Pump	2.00	8.00	-			10.00			-
						13816			Trench Box 8'	2.00	8.00	-			10.00			-
						13819			Trench Box 16'	2.00	8.00	-			10.00			-
						2397			308 Cat	-	-	-			-			
						2244			303.5 Cat	2.00	8.00	-			10.00			
1						2408			926 Cat	2.00	8.00	-			10.00			
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3																		
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14																		
15																		

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Started to set up for point repairs on Terrapin Hill South but we got called on a emergency on Marquette Rd. So we made sure everything was safed up. Moved equipment to Marquette Rd.

Once on Marquette Rd we had to excavate on 12" valve to see if it was broke. Once excavated down on we cleaned it off and found that the nut had broke off of stim on valve. We manually opened valve with wrench. Had the city come out to see what they wanted to do about it. We looked for another valve that was suppose to be in area, but we didn't find it. They wanted to do away valve so we backfilled excavation and dressed up area. Cleaned up all trash in area. Put out seed, fertilizer, and hay over area. Moved equipment and traffic control equipment back to yard. Made sure everything was safed up for the weekend.

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

Work Order 53864 – 652 Trickham Bridge

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	4	HR	Superintendent	\$105.00	\$420.00
2	8	HR	Foreman	\$95.00	\$760.00
3	8	HR	Trackhoe & Operator (308)	\$115.00	\$920.00
4	8	HR	Front End Loader & Operator	\$130.00	\$1,040.00
5	8	HR	Pipelayer	\$45.00	\$360.00
6	16	HR	Laborer	\$38.00	\$608.00
7	8	HR	Pickup Truck	\$22.00	\$176.00
8	8	HR	Flatbed Truck	\$19.00	\$152.00
9	8	HR	Small Incidental Tools	\$15.00	\$120.00
10	8	HR	Vacuum Excavator	\$80.00	\$640.00
TOTAL AMOUNT DUE					\$5,196.00

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 at 652 Trickhambridge Road

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 29 day of July, 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.)



Work Order #: 53864

Work Order Date: 06/18/24

Work Type:

Status: Open

Prepared By: Latoya Heckard

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Grinder Pump Repair

Date Requested: 06/18/2024

Name: CHESTER WHITE

Service Address or 652 TRICKHAMBRIDGE ROAD, BRANDON, MS

Request Location:

Phone Number: (601) 573-8549

Email Address: N/A

Reported By:

Department: Sewer

Ward:

Nature of Request: HE SAID THE FLOATS IN THE GRINDER PUMP WELL NEEDS ADJUSTING, BECAUSE THE ALARM IS GOING OFF. HE'D LIKE A CALL BEFORE A TECH COMING OUT. PLEASE CALL.

Scheduled Completion

Date:

Date Work Order

Completed:

Work Order Completed

By:

Scope of Work

Completed:

Locate Number If

Necessary:

Additional Information: N/A

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

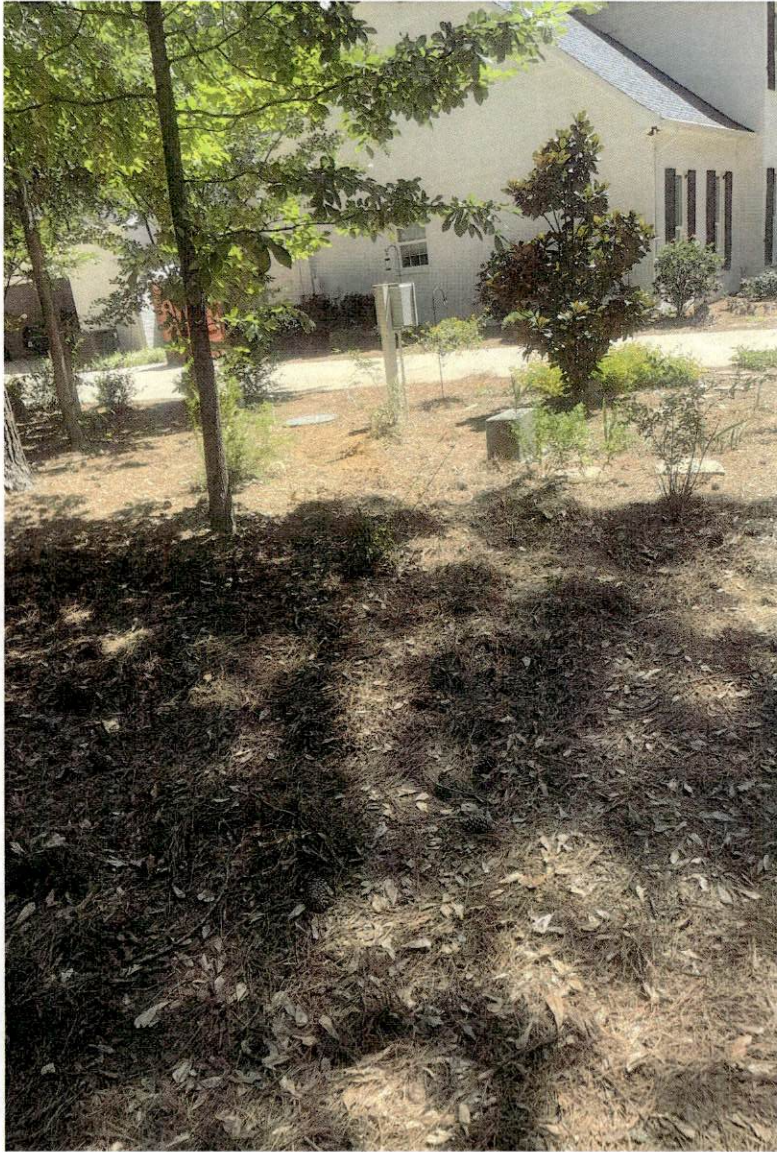
Invoice & Cost

Information:

Meter Deposit Amount:

Tap Fee Amount:

Employee Cost: \$0.00





JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/13/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1989

						010001-	010001-									TOTAL	PENETROMETER		
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN															
1 KENNETH MCCARDLE	2611	FOREMAN				8.00	3.00									11.00	A.M.		
2 JOSEPH WELBORN	1641	Pipelayer				8.00	3.00									11.00	READING		
3 BARRET ABRAMS	2930	Trackhoe				8.00	3.00									11.00	SOIL TYPE		
4 LADARIUS HENDERSON	3053	Labor				8.00	3.00									11.00	LOCATION		
5 ZACHARY MACKE	3102	Labor				8.00	3.00									11.00			
6 CHARLES SHOULDERS	2865	Loader				8.00	3.00									11.00	P.M.		
7																-	READING		
8																-	SOIL TYPE		
9																-	LOCATION		
10																-			
11																-			
12																-			
13																-			
14																-			
15																-			
TOTAL HOURS						48.00	18.00	-	-	-	-	-	-	-	-	66.00			
TEMP LABOR		EMPLOYER		POTENTIAL HIRE? Y/N		010001-	010001-												
1																-			
2																-			
TOTAL HOURS																-			
DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-	010001-									TOTAL	EQ. ODOMETER READINGS		
WORK DAY (Y/N)				1582	Ford F250 Pickup	8.00	3.00	-								11.00	BEGIN	END	HRS
WEATHER				1057	2-Ton Truck	8.00	3.00	-								11.00			-
FAIR				12766	Level	8.00	3.00	-								11.00			-
CLOUDY				13229	Pipe Saw	8.00	3.00	-								11.00			-
RAIN AMOUNT (IN)				9494	Laser	8.00	3.00	-								11.00			-
TEMPERATURE				5610	Conex Box	8.00	3.00	-								11.00			-
TIME WORKED				5215	20' Trailer	8.00	3.00	-								11.00			-
MORNING				11619	Centrifugal Pump	8.00	3.00	-								11.00			-
AFTERNOON				11654	Diaphragm Pump	8.00	3.00	-								11.00			-
NIGHT				13816	Trench Box 8'	8.00	3.00	-								11.00			-
TOTAL HRS FOR DAY				13819	Trench Box 16'	8.00	3.00	-								11.00			-
WORK COMPLETED				2397	308 Cat	-	-	-								-			
PHASE				2244	303.5 Cat	8.00	3.00	-								11.00			
1				2408	926 Cat	8.00	3.00	-								11.00			
2				8593	Pothole Machine	8.00	3.00	-								11.00			
3																			
4																			
5																			
6																			
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9																			
10																			
11																			
12																			
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14																			
14																			
15																			
REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE																			
Had to go 652 Trickhambridge Rd to investigate a grinder pump problem. Use Pothole Machine to wash down on 1 1/4" pipe to find check valve. Found a meter box that had a valve and check valve in it, opened it up a little further back and found where it tied into a tee going down driveway of neighbor. Had to get parts, once I got back we cut out behind check valve an turned pump on to check it no flow. So we removed all bad valves and replaced with new check valve and hand valve. Connected back to tee and made sure to check pump before making final tie in. Once it was operational we backfilled around pipe with sand and adjusted meter box on check valve to grade. Finished backfilling trench line we potholed and dressed up area with topsoil. Made sure everything was cleaned up and hauled off.																			
We went to 138 Meadow Lane Dr to investigate sewer leak and found it leaking in concrete flume ditch on side of road. Found a sewer service run underneath flume that was leaking. Looked in manholes going down street and they were surcharged so I assumed they had a blockage down stream so I got city to come out to jet manholes. They worked on it till it was their time to get off. We worked on saw cutting concrete flume around sewer service to prep to pull flume out. Made sure everything was safed up for the night.																			
x THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.																			
x ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER																			
KENNETH MCCARDLE																FOREMAN			

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	8	HR	Superintendent	\$105.00	\$840.00
2	16.5	HR	Foreman	\$95.00	\$1,567.50
3	16.5	HR	Trackhoe & Operator (308)	\$115.00	\$1,897.50
4	16.5	HR	Front End Loader & Operator	\$130.00	\$2,145.00
5	16.5	HR	Pipelayer	\$45.00	\$742.50
6	33	HR	Laborer	\$38.00	\$1,254.00
7	16.5	HR	Pickup Truck	\$22.00	\$363.00
8	16.5	HR	Flatbed Truck	\$19.00	\$313.50
9	16.5	HR	Small Incidental Tools	\$15.00	\$247.50
10	10	HR	Vacuum Excavator	\$80.00	\$800.00
11	1	LS	Eagle Pipe + 15%	\$1,684.64	\$1,684.64
TOTAL AMOUNT DUE					\$11,855.14

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 at 138 Meadowlane

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 29 day of July, 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.)



Work Order #: 53778

Work Order Date: 06/13/24

Work Type:

Status: Open

Prepared By: Lori Sarver

Type of Work Order:

Request Type: Sewer - Leak

Date Requested: 06/13/2024

Name: JERRY VARDAMAN

Service Address or Request 138 MEADOWLANE DRIVE

Location:

Phone Number: (601) 862-2814

Email Address: jerrovard1214@gmail.com

Reported By: Protel / Request #717017478 8:23am

Department: Sewer

Ward:

Nature of Request: STATES THERE IS SEWAGE COMING UP FROM THE ORANGE AND BLACK PIPE UNDER THE DRAINAGE DITCH. protel mw

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: Bishop's invoice #26827 - 6/14/24 - \$225.00

Meter Deposit Amount:

Tap Fee Amount:

Notes

06/14/2024 6/14/24 9:50am - Hollan is calling Bishop's to jet line - Hemphill still on schedule to make repairs - LSarver

06/13/2024 6/13/24 9am - Hollan had checked on issue; sewer is flowing into storm drain - will need Hemphill to make repairs - LSarver



450 Industrial Drive

INVOICE

Your single source for water, sewer, gas, drainage and erosion control needs.

RECEIVED

JUN 21 2024

6/21/2024

Account #

H24023

Invoice #

69788

Due Date

7/21/2024

FAX

PHONE

601-487-7474

601-487-7473

RECEIVED

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 / Kenneth	1% 10 Net 30	NRP	6/17/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon
QTY	DESCRIPTION				UNIT	EXT
	** 138 Meadow Lane - Brandon MS ** ** Kenneth ** —					
20	6in CL350 FST x FSTPE Ductile Iron Pipe - AC/P401(American-USA) ** Note: P401 lined for sewer ** # 6P4ASP350 —				60.00	1,200.00
2	6in Maxadaptor - MAX6 - 6.27in to 7.75in # 19210 —				132.45	264.90

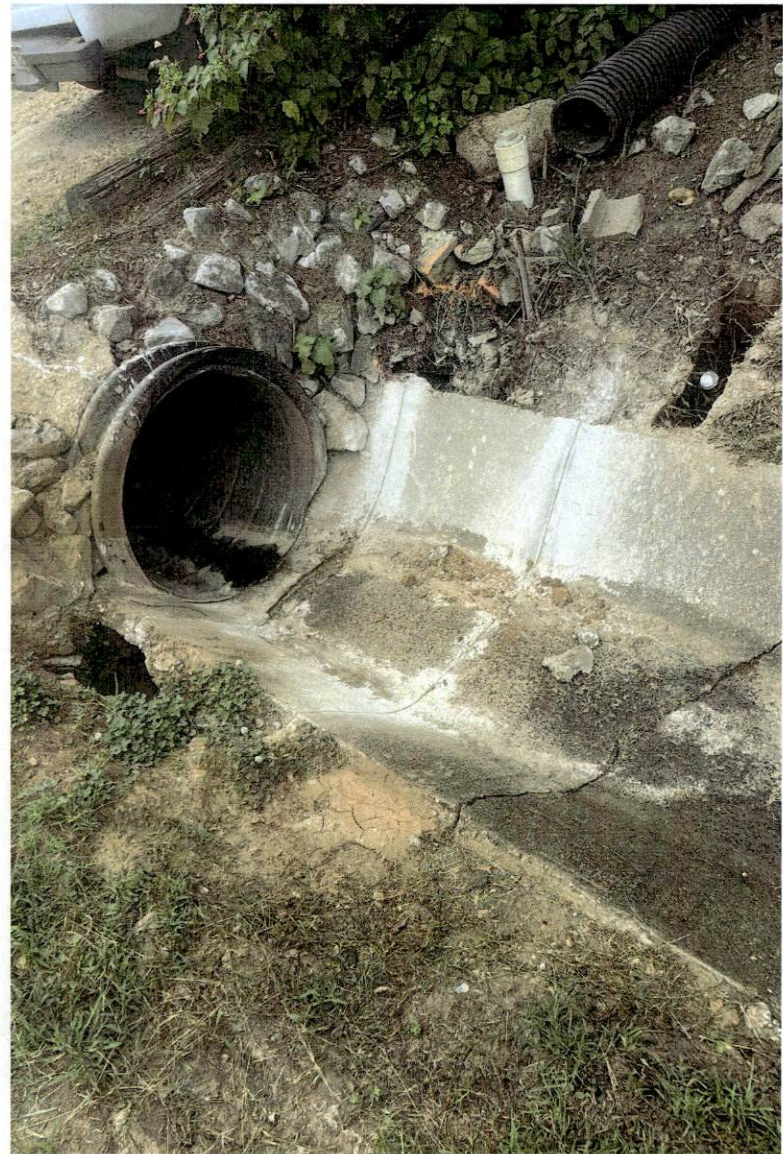
Posted
JUN 25 2024

H24023-040001-04
2

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:	\$1,464.90
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$1,464.90





JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/13/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

☐

NO

☒

INCIDENTS:YES

☐

NO

☒

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1963

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER		
1	KENNETH MCCARDLE	2611	FOREMAN			8.00	3.00									11.00	A.M.		
2	JOSEPH WELBORN	1641	Pipelayer			8.00	3.00									11.00	READING		
3	BARRET ABRAMS	2930	Trackhoe			8.00	3.00									11.00	SOIL TYPE		
4	LADARIUS HENDERSON	3053	Labor			8.00	3.00									11.00	LOCATION		
5	ZACHARY MACKE	3102	Labor			8.00	3.00									11.00			
6	CHARLES SHOULDERS	2865	Loader			8.00	3.00									11.00	P.M.		
7																-	READING		
8																-	SOIL TYPE		
9																-	LOCATION		
10																-			
11																-			
12																-			
13																-			
14																-			
15																-			
TOTAL HOURS						48.00	18.00	-	-	-	-	-	-	-	-	66.00			
TEMP LABOR		EMPLOYER			POTENTIAL HIRE? Y/N	010001-	010001-												
1																-			
2																-			
TOTAL HOURS																-			
DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-	010001-									TOTAL	BEGIN	END	HRS
WORK DAY (Y/N)				1582	Ford F250 Pickup	8.00	3.00	-								11.00			-
WEATHER				1057	2-Ton Truck	8.00	3.00	-								11.00			-
FAIR				12766	Level	8.00	3.00	-								11.00			-
CLOUDY				13229	Pipe Saw	8.00	3.00	-								11.00			-
RAIN AMOUNT (IN)				9494	Laser	8.00	3.00	-								11.00			-
TEMPERATURE				5610	Conex Box	8.00	3.00	-								11.00			-
TIME WORKED				5215	20' Trailer	8.00	3.00	-								11.00			-
MORNING				11619	Centrifugal Pump	8.00	3.00	-								11.00			-
AFTERNOON				11654	Diaphragm Pump	8.00	3.00	-								11.00			-
NIGHT				13816	Trench Box 8'	8.00	3.00	-								11.00			-
TOTAL HRS FOR DAY				13819	Trench Box 16'	8.00	3.00	-								11.00			-
WORK COMPLETED				2397	308 Cat	-	-	-								-			
PHASE				2244	303.5 Cat	8.00	3.00	-								11.00			
1				2408	926 Cat	8.00	3.00	-								11.00			
2				8593	Pothole Machine	8.00	3.00	-								11.00			
3																			
4																			
5																			
6																			
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8																			
9																			
10																			
11																			
12																			
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14																			
15																			
REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE																			
Had to go 652 Trickhambridge Rd to investigate a grinder pump problem. Use Pothole Machine to wash down on 1 1/4" pipe to find check valve. Found a meter box that had a valve and check valve in it, opened it up a little further back and found where it tied into a tee going down driveway of neighbor. Had to get parts, once I got back we cut out behind check valve an turned pump on to check it no flow. So we removed all bad valves and replaced with new check valve and hand valve. Connected back to tee and made sure to check pump before making final tie in. Once it was operational we backfilled around pipe with sand and adjusted meter box on check valve to grade. Finished backfilling trench line we potholed and dressed up area with topsoil. Made sure everything was cleaned up and hauled off.																			
We went to 138 Meadow Lane Dr to investigate sewer leak and found it leaking in concrete flume ditch on side of road. Found a sewer service run underneath flume that was leaking. Looked in manholes going down street and they were surcharged so I assumed they had a blockage down stream so I got city to come out to jet manholes. They worked on it till it was their time to get off. We worked on saw cutting concrete flume around sewer service to prep to pull flume out. Made sure everything was safed up for the night.																			
X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.																			
X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER																			
															KENNETH MCCARDLE				
															FOREMAN				

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/14/2024

DAY OF WEEK:

FRIDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLOWENCE, MS SINCE 1992

TOTAL HOURS / OTHER FOREMAN						010001-										TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE														
1 KENNETH MCCARDLE	2611	FOREMAN				6.50										6.50	A.M.
2 JOSEPH WELBORN	1641	Pipelayer				6.50										6.50	READING
3 BARRET ABRAMS	2930	Trackhoe				6.50										6.50	SOIL TYPE
4 LADARIUS HENDERSON	3053	Labor				6.50										6.50	LOCATION
5 ZACHARY MACKE	3102	Labor				6.50										6.50	
6 CHARLES SHOULDERS	2865	Loader				6.50										6.50	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	
TEMP LABOR		EMPLOYER		POTENTIAL HIRE? Y/N		010001-											
1																-	
2																-	
TOTAL HOURS																-	
DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-										TOTAL	EQ ODOMETER READINGS
WORK DAY (Y/N)				1582	Ford F250 Pickup	6.50										6.50	BEGIN END HRS
WEATHER				1057	2-Ton Truck	6.50										6.50	
FAIR				12766	Level	6.50										6.50	
CLOUDY				13229	Pipe Saw	6.50										6.50	
RAIN AMOUNT (IN)				9494	Laser	6.50										6.50	
TEMPERATURE				5610	Conex Box	6.50										6.50	
TIME WORKED				5215	20' Trailer	6.50										6.50	
MORNING				11619	Centrifugal Pump	6.50										6.50	
AFTERNOON				11654	Diaphragm Pump	6.50										6.50	
NIGHT				13816	Trench Box 8'	6.50										6.50	
TOTAL HRS FOR DAY				13819	Trench Box 16'	6.50										6.50	
WORK COMPLETED				2397	308 Cat											-	
PHASE				2244	303.5 Cat	6.50										6.50	
QUANTITY				2408	926 Cat	6.50										6.50	
UNITS				8593	Pothole Machine	-										-	
1																	
2																	
3																	
4																	
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14																	
14																	
15																	

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to look for more manholes going down Meadow Lane Dr. Had the city come out to try and jet out sewer main. They were unsuccessful with their jetting machine. So had to get a sub contractor come out. We assisted them when they showed up , and made sure they jetting everything clean. Made sure everything was safed up for the weekend. Barricaded everything off around Mini Hoe. We shut down at 1:00PM

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/17/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1963

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			7.00	4.00									11.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			7.00	4.00									11.00	READING
3	BARRET ABRAMS	2930	Trackhoe			7.00	4.00									11.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			7.00	4.00									11.00	LOCATION
5	ZACHARY MACKE	3102	Labor			7.00	4.00									11.00	
6	CHARLES SHOULDERS	2865	Loader			7.00	4.00									11.00	P.M.
7							-									-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-												
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-										TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)			1582	Ford F250 Pickup	7.00	4.00										11.00	BEGIN	END	HRS
WEATHER			1058	2-Ton Truck	7.00	4.00										11.00			-
FAIR			12766	Level	7.00	4.00										11.00			-
CLOUDY			13229	Pipe Saw	7.00	4.00										11.00			-
RAIN AMOUNT (IN)			9494	Laser	7.00	4.00										11.00			-
TEMPERATURE			5610	Conex Box	7.00	4.00										11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	7.00	4.00										11.00			-
MORNING			11619	Centrifugal Pump	7.00	4.00										11.00			-
AFTERNOON			11654	Diaphragm Pump	7.00	4.00										11.00			-
NIGHT			13816	Trench Box 8'	7.00	4.00										11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	7.00	4.00										11.00			-
WORK COMPLETED			2397	308 Cat	-	-										-			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	7.00	4.00										11.00			
1			2408	926 Cat	7.00	4.00										11.00			
2			8593	Pothole Machine	7.00	4.00										11.00			
3																			-
4																			-
5																-			-
6																-			-
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14																-			-
14																-			-
14																-			-
15																			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Work on taking out flume in ditch line that was over top of sewer service at 138 Meadow Lane Dr. Had to clean up around sewer pipe. Removed old broken pipe and installed new iron pipe a 5ft section and used rubber couplings to tie back in. Bedded around pipe with 6/10 Limestone. Had to dress up ditch line and installed rip rap. Made sure everything was cleaned up and hauled off trash.

Moved equipment to 53 Terrapin Cove to investigate a sewer leak behind curb. Used pothole machine to jet down on utilities in area. Made sure everything was saved up for the night, and installed safety fence around potholes.

X THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	10	HR	Superintendent	\$105.00	\$1,050.00
2	20	HR	Foreman	\$95.00	\$1,900.00
3	20	HR	Trackhoe & Operator (308)	\$115.00	\$2,300.00
4	20	HR	Front End Loader & Operator	\$130.00	\$2,600.00
5	20	HR	Pipelayer	\$45.00	\$900.00
6	40	HR	Laborer	\$38.00	\$1,520.00
7	20	HR	Pickup Truck	\$22.00	\$440.00
8	20	HR	Flatbed Truck	\$19.00	\$380.00
9	20	HR	Small Incidental Tools	\$15.00	\$300.00
10	17	HR	Vacuum Excavator	\$80.00	\$1,360.00
11	1	LS	Eagle Pipe + 15%	\$838.41	\$838.41
TOTAL AMOUNT DUE					\$13,588.41

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 at 53 Terrapin Cove

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 29 day of July, 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.)



Work Order #: 53829

Work Order Date: 06/17/24

Work Type:

Status: Open

Prepared By: Randy Bickley

Type of Work Order: Call Out (After Reg Hours)

Request Type: Sewer - Leak

Date Requested: 06/15/2024

Name:

Service Address or Request Location: 53 Terrapin Cove

Location:

Phone Number:

Email Address:

Reported By:

Department: Sewer

Ward:

Nature of Request: Sewer line break

Scheduled Completion Date:

Date Work Order Completed:

Work Order Completed By: 1) Bishop's; 2) Hemphill

Scope of Work Completed: Hemphill to dig up and replace [JT noted that he was meeting Bishops on Sat, 6/15/24 - LSarver]

Locate Number If Necessary:

Additional Information:

Concrete Repair Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information: Bishop's invoice #26826 - 6/15/24 - \$450.00

Meter Deposit Amount:

Tap Fee Amount:

Notes

06/15/2024

Sat, 6/15/24

1) CALL OUT - Randy Bickley - noted sewer line break - Hemphill to dig up and replace

2) Jerry Taylor - noted on his clock in/out that he was meeting Bishops at address

-LSarver

Employee Cost: \$0.00
Equipment Cost: \$0.00



450 Industrial Drive

INVOICE

Your single source for water, sewer, gas, drainage and erosion
control needs.

RECEIVED

6/21/2024

JUN 21 2024

RECEIVED

Date	Account #	Invoice #	Due Date
6/21/2024	H24023	69801	7/21/2024
FAX		PHONE	
601-487-7474		601-487-7473	

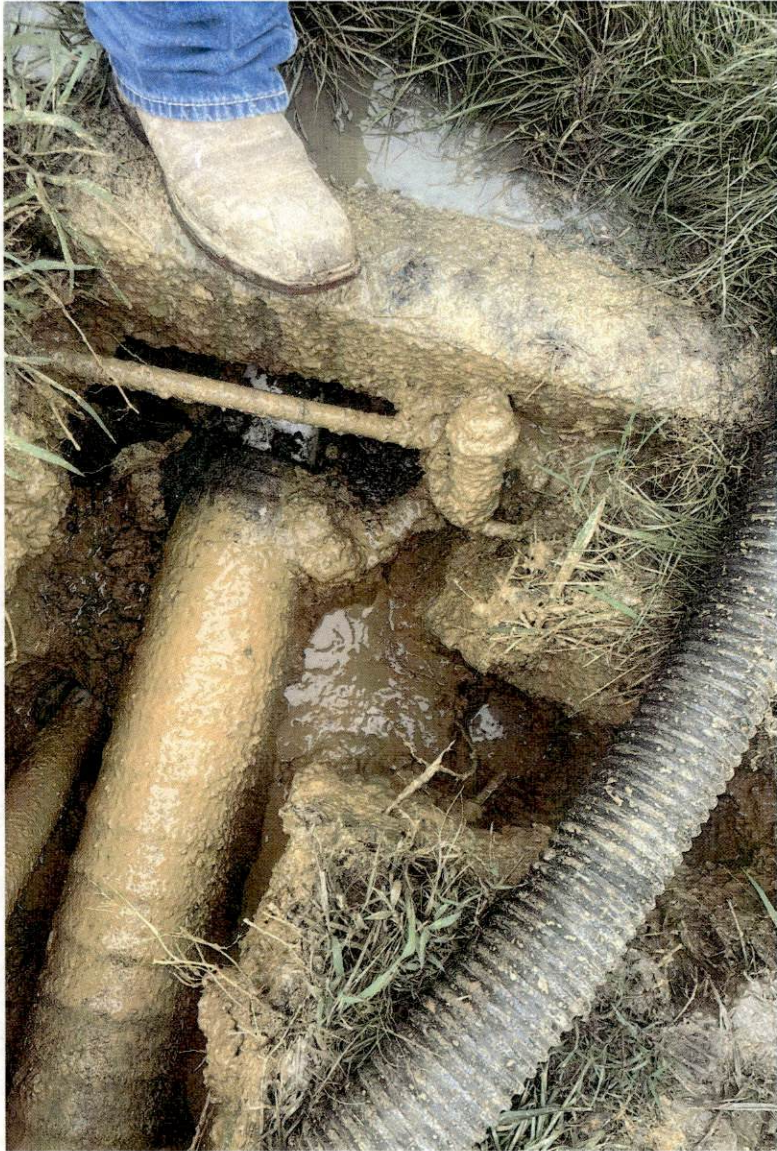
BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073				Hemphill Construction Company H24023 - February 2024 Brandon Kenneth - 601-559-5101 Directions below Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Kenneth	1% 10 Net 30	NRP	6/18/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
	** 53 Terrapin Cove - Brandon MS **						
56	6in SDR26 HW Sewer PVC Pipe - ps115 - 14ft length - Gasket Joint # 6SDR26HWX14					8.95	501.20
1	6in x 6in Flexible Sewer Coupling - PVC x PVC (Mission) # MR5666-Mission					17.20	17.20
1	6in x 6in Flexible Sewer Coupling - PVC x PVC - ARC Shielded (Mission Rubber) # MR5666ARC					80.75	80.75
1	6in x 6in Flexible Sewer Coupling - Concrete x PVC - ARC Shielded (Mission Rubber) # MR0666ARC					123.20	123.20
1	Pipe Lube - .95L - Quart # GLP32					6.70	6.70

H24023-040001-04
3

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:	\$729.05
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$729.05





JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/17/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANIES

FLORENCE, MS SINCE 1963

						010001-	010001-									TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN														
1	KENNETH MCCARDLE	2611	FOREMAN			7.00	4.00									11.00	A.M.		
2	JOSEPH WELBORN	1641	Pipelayer			7.00	4.00									11.00	READING		
3	BARRET ABRAMS	2930	Trackhoe			7.00	4.00									11.00	SOIL TYPE		
4	LADARIUS HENDERSON	3053	Labor			7.00	4.00									11.00	LOCATION		
5	ZACHARY MACKE	3102	Labor			7.00	4.00									11.00			
6	CHARLES SHOULDERS	2865	Loader			7.00	4.00									11.00	P.M.		
7							-									-	READING		
8																-	SOIL TYPE		
9																-	LOCATION		
10																-			
11																-			
12																-			
13																-			
14																-			
15																-			
TEMP LABOR		EMPLOYER		POTENTIAL HIRE? Y/N		010001-	010001-										EQ ODOMETER READINGS		
1																-	BEGIN	END	
2																-			
																-			
DAILY WORK REPORT					EQUIP. #	EQUIP DESCRIPTION	010001-	010001-								TOTAL	BEGIN	END	
WORK DAY (Y/N)					1582	Ford F250 Pickup	7.00	4.00								11.00			
WEATHER					1058	2-Ton Truck	7.00	4.00								11.00			
FAIR					12766	Level	7.00	4.00								11.00			
CLOUDY					13229	Pipe Saw	7.00	4.00								11.00			
RAIN AMOUNT (IN)					9494	Laser	7.00	4.00								11.00			
TEMPERATURE					5610	Conex Box	7.00	4.00								11.00			
TIME WORKED					5215	20' Trailer	7.00	4.00								11.00			
MORNING					11619	Centrifugal Pump	7.00	4.00								11.00			
AFTERNOON					11654	Diaphragm Pump	7.00	4.00								11.00			
NIGHT					13816	Trench Box 8'	7.00	4.00								11.00			
TOTAL HRS FOR DAY					13819	Trench Box 16'	7.00	4.00								11.00			
WORK COMPLETED					2397	308 Cat	-	-								-			
PHASE					2244	303.5 Cat	7.00	4.00								11.00			
1					2408	926 Cat	7.00	4.00								11.00			
2					8593	Pothole Machine	7.00	4.00								11.00			
3																-			
4																-			
5																-			
6																-			
7																-			
8																-			
9																-			
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14																-			
14																-			
14																-			
15																-			
REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE																			
Work on taking out flume in ditch line that was over top of sewer service at 138 Meadow Lane Dr. Had to clean up around sewer pipe. Removed old broken pipe and installed new iron pipe a 5ft section and used rubber couplings to tie back in. Bedded around pipe with 6/10 Limestone. Had to dress up ditch line and installed rip rap. Made sure everything was cleaned up and hauled off trash.																			
Moved equipment to 53 Terrapin Cove to investigate a sewer leak behind curb. Used pothole machine to jet down on utilities in area. Made sure everything was saved up for the night, and installed safety fence around potholes.																			

X

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

JOB NO: H24023-PROJECT: Brandon MaintenanceDATE: 6/18/2024DAY OF WEEK: TUESDAY



ACCIDENTS: YES X NOINCIDENTS: YES X NOSUPERINTENDENT: Chad PhelpsREVIEWED: BK

						010001-										TOTAL	PENETROMETER
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												
1	KENNETH MCCARDLE	2611	FOREMAN			13.00										13.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			13.00										13.00	READING
3	BARRET ABRAMS	2930	Trackhoe			13.00										13.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			13.00										13.00	LOCATION
5	ZACHARY MACKE	3102	Labor			13.00										13.00	
6	CHARLES SHOULDERS	2865	Loader			13.00										13.00	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1582	Ford F250 Pickup	13.00											13.00			-
WEATHER			1058	2-Ton Truck	13.00											13.00			-
FAIR			12766	Level	13.00											13.00			-
CLOUDY			13229	Pipe Saw	13.00											13.00			-
RAIN AMOUNT (IN)			9494	Laser	13.00											13.00			-
TEMPERATURE			5610	Conex Box	13.00											13.00			-
TIME WORKED	START	STOP	5215	20' Trailer	13.00											13.00			-
MORNING			11619	Centrifugal Pump	13.00											13.00			-
AFTERNOON			11654	Diaphragm Pump	13.00											13.00			-
NIGHT			13816	Trench Box 8'	13.00											13.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	13.00											13.00			-
WORK COMPLETED			2397	308 Cat	-											-			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	13.00											13.00			
1			2408	926 Cat	13.00											13.00			
2			8593	Pothole Machine	13.00											13.00			
3																			
4																-			-
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14																-			-
14																-			-
15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to saw cut curb line and roadway , removed asphalt and curb. Hauled off with loader. Found a old repair that someone made and it was leaking around the collar. So we excavated and cleaned off around pipe , cut out section of pipe that was pvc and found it had a blockage somewhere down the line. So we traced it back to where we had made another repair on same service. But the week before a company came and jettied it out and they blew some old concrete pipe down the line from the old repair we found that had the bad leaking collar on it. We found it stuck in pipe about 8 ft pass where we made a repair before. We cleaned it out and finally got it flowing properly. Ran all new 6" pvc from across the road. 45 ft total, made sure everything was bedded properly with sand and backfilled roadway with 6/10 Limestone. Made sure everything was safed up for the night, and installed safety fence around excavation on side of roadway.

X

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/19/2024

DAY OF WEEK:

WEDNESDAY

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-	010001-							TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			3.00	2.50	5.50							11.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			3.00	2.50	5.50							11.00	READING
3	BARRET ABRAMS	2930	Trackhoe			3.00	2.50	5.50							11.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			3.00	2.50	5.50							11.00	LOCATION
5	ZACHARY MACKE	3102	Labor			3.00	2.50	5.50							11.00	
6	CHARLES SHOULDERS	2865	Loader			3.00	2.50	5.50							11.00	P.M.
7															-	READING
8															-	SOIL TYPE
9															-	LOCATION
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-	010001-									
1														-
2														-
														-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-	010001-							TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	WEATHER	FAIR	CLOUDY	RAIN AMOUNT (IN)	TEMPERATURE	TIME WORKED	START	STOP							BEGIN	END	HRS
						1582			Ford F250 Pickup	3.00	2.50	5.50					-
						1058			2-Ton Truck	3.00	2.50	5.50					-
						12766			Level	3.00	2.50	5.50					-
						13229			Pipe Saw	3.00	2.50	5.50					-
						9494			Laser	3.00	2.50	5.50					-
						5610			Conex Box	3.00	2.50	5.50					-
						5215			20' Trailer	3.00	2.50	5.50					-
						11619			Centrifugal Pump	3.00	2.50	5.50					-
						11654			Diaphragm Pump	3.00	2.50	5.50					-
						13816			Trench Box 8'	3.00	2.50	5.50					-
						13819			Trench Box 16'	3.00	2.50	5.50					-
						2397			308 Cat	-							
						2244			303.5 Cat	3.00	2.50	5.50					
1						2408			926 Cat	3.00	2.50	5.50					
2						8593			Pothole Machine		2.50	5.50					
3																	-
4																	-
5																	-
6																	-
7																	-
8																	-
9																	-
10																	-
11																	-
12																	-
13																	-
14																	-
14																	-
14																	-
15																	-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Finished up dressing up roadway at 53 Terrapin Cove. Had to bring in topsoil to backfill excavation in yard. Made sure everything was cleaned up and hauled off. Moved equipment to 100 Orleans Way.

Had to investigate a water leak at 100 Orleans Way. Found a 2" line that the city had potholed the day before and found. It was leaking around pipe coming out of casing from under the road. We went to the other side of road and found a saturated spot in grass area. We potholed down looking for casing coming from under road. Found it and there was no water coming from that side. It was all irrigation lines and we got city to come out and they turned it over to someone else. We moved our equipment to 288 Cornerstone Dr.

☒ 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 MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	4	HR	Superintendent	\$105.00	\$420.00
2	7.5	HR	Foreman	\$95.00	\$712.50
3	7.5	HR	Trackhoe & Operator (308)	\$115.00	\$862.50
4	7.5	HR	Front End Loader & Operator	\$130.00	\$975.00
5	7.5	HR	Pipelayer	\$45.00	\$337.50
6	15	HR	Laborer	\$38.00	\$570.00
7	7.5	HR	Pickup Truck	\$22.00	\$165.00
8	7.5	HR	Flatbed Truck	\$19.00	\$142.50
9	7.5	HR	Small Incidental Tools	\$15.00	\$112.50
10	7.5	HR	Vacuum Excavator	\$80.00	\$600.00
11	1	LS	Eagle Pipe + 15%	\$670.62	\$670.62
TOTAL AMOUNT DUE					\$5,568.12

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 at 194 Huntview Drive

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 29 day of July, 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.)



Work Order #: 53912

Work Order Date: 06/21/24

Work Type:

Status: Open

Prepared By: Latoya Heckard

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - General

Date Requested: 06/21/2024

Name: GREG LAUTEN

Service Address or 194 HUNTVIEW DRIVE

Request Location:

Phone Number: (601) 260-1508

Email Address:

Reported By:

Department: Sewer

Ward:

Nature of Request: CITY SEWER LINE FULL OF ROOTS

Scheduled Completion

Date:

Date Work Order

Completed:

Work Order Completed Hemphill

By:

Scope of Work Noted on yard restoration WO #53982 (6/26/24) that work has been completed

Completed:

Locate Number If

Necessary:

Additional Information: THE PLUMBER IS REPLACING HIS SEWER LINE DUE TO ROOTS IN THE LINE. HE FOLLOWED IT ALL THE WAY TO THE STREET AND THE CITY'S LINE IS FULL OF ROOTS. NEEDS REPLACING ASAP. HAVING BACKUP IN THE HOUSE.

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

**EAGLE**
PIPE AND SUPPLY

450 Industrial Drive

Your single source for water, sewer, gas, drainage and erosion
control needs.**RECEIVED**

JUN 27 2024

INVOICE

Date	Account #	Invoice #	Due Date
6/24/2024	H24023	69868	7/24/2024
FAX		PHONE	
601-487-7474		601-487-7473	

RECEIVED

BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073 H24023 - C40001-07				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 / Kenneth	1% 10 Net 30	NRP	6/24/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
	** 194 Hunt View Drive - Brandon MS **						
1	6in SDR26 HW PVC 22.5 Degree Bend - G x G # 6SDR2622					75.30	75.30
1	6in SDR26 HW PVC 45 Degree Bend - G x G # 6SDR2645					54.60	54.60
1	Pipe Lube - .95L - Quart # GLP32					6.70	6.70
2	6in x 6in Flexible Sewer Coupling - PVC x PVC (Mission) # MR5666-Mission					17.20	34.40
1	6in x 6in Flexible Sewer Coupling - Concrete x PVC - ARC Shielded (Mission Rubber) # MR0666ARC					123.20	123.20
1	6in x 4in SDR26 HW PVC Extended Bushing - 6in Spgt x 4in Gskt # 6X4SDR26INCSG					54.00	54.00
1	4in SDR35 PVC Coupling - Gskt x Gskt # 4SDR35COUP					20.40	20.40
1	4in SDR35 PVC Spigot x 4in Sch40 PVC Hub Adapter # 4SDR35SPXDWHUB					18.15	18.15
14	6in SDR26 HW Sewer PVC Pipe - ps115 - 14ft length - Gasket Joint # 6SDR26HWX14					8.95	125.30

Subtotal:**Payments/Credits****Sales Tax: (0.0%)****Balance Due**



450 Industrial Drive

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

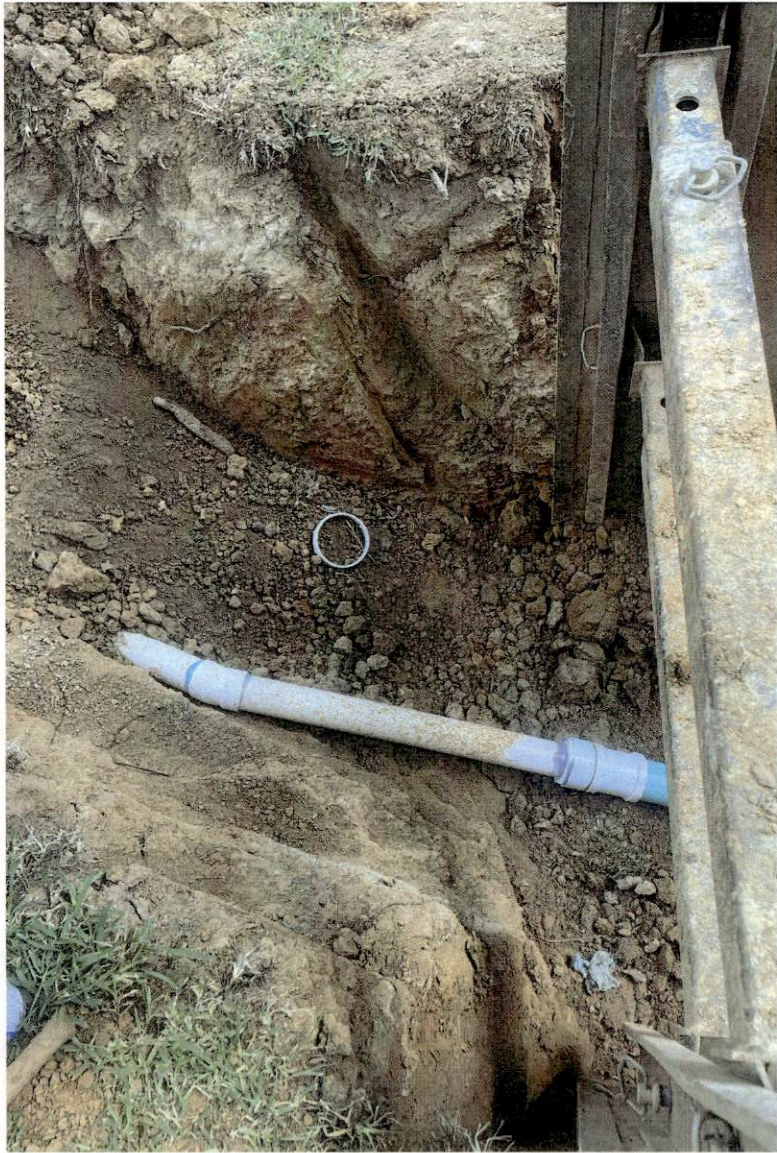
Date	Account #	Invoice #	Due Date
6/24/2024	H24023	69868	7/24/2024
FAX		PHONE	
601-487-7474		601-487-7473	

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 / Kenneth	1% 10 Net 30	NRP	6/24/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
14	4in SDR26 HW Sewer PVC Pipe - ps115 - 14ft length - Gasket Joint # 4SDR26HWX14					4.00	56.00
1	4in x 3in Sch40 PVC Bushing - Slip x Slip # 4X3S40BUSHSS					15.10	15.10

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:	\$583.15
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$583.15



JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/24/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1963

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-								TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			4.00	7.50								11.50	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			4.00	7.50								11.50	READING
3	BARRET ABRAMS	2930	Trackhoe			4.00	7.50								11.50	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			4.00	7.50								11.50	LOCATION
5	ZACHARY MACKE	3102	Labor			4.00	7.50								11.50	
6	CHARLES SHOULDERS	2865	Loader			4.00	7.50								11.50	P.M.
7															-	READING
8															-	SOIL TYPE
9															-	LOCATION
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-											
1															-
2															-
															-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-									TOTAL	EQ. ODOMETER READINGS		
WORK DAY (Y/N)	WEATHER	FAIR	CLOUDY	RAIN AMOUNT (IN)	TEMPERATURE	TIME WORKED	START	STOP								BEGIN	END	HRS
						1557			Ford F250 Pickup	4.00	7.50				11.50			-
						1057			2-Ton Truck	4.00	7.50				11.50			-
						12766			Level	4.00	7.50				11.50			-
						13229			Pipe Saw	4.00	7.50				11.50			-
						9494			Laser	4.00	7.50				11.50			-
						5610			Conex Box	4.00	7.50				11.50			-
						5215			20' Trailer	4.00	7.50				11.50			-
						11619			Centrifugal Pump	4.00	7.50				11.50			-
						11654			Diaphragm Pump	4.00	7.50				11.50			-
						13816			Trench Box 8'	4.00	7.50				11.50			-
						13819			Trench Box 16'	4.00	7.50				11.50			-
						2397			308 Cat	4.00	-				4.00			
						2244			303.5 Cat	4.00	7.50				11.50			
1						2408			926 Cat	4.00	7.50				11.50			
2						8593			Pothole Machine	-	7.50				7.50			
3						13914			Material Box	4.00	7.50				11.50			-
4										-					-			-
5															-			-
6															-			-
7															-			-
8															-			-
9															-			-
10															-			-
11															-			-
12															-			-
13															-			-
14															-			-
14															-			-
14															-			-
15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Worked on finishing forming up collar around 30" storm drain. Started storming so we safed up area. we got a emergency call from city so we made sure everything was safed up and we installed safety fence around area.

Went to 194 Huntview Dr , and moved equipment and traffic control to location. It was a sewer service issue. Had to wait on locators to locate utilities. Potholed utilities with pothole machine. Started excavating where homeowner already excavated and made it safe for entry. Once we excavated down on sewer service we found a power conduit that looked like when it was bored it hit the sewer service. We made sure concrete pipe was clear of obstructions and tied pvc onto concrete pipe. Connected all pvc pipe together and made sure everything was bedded properly. Started backfilling and tamping dirt back in. Made sure everything was safed up for the night.

☒ 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 MCCARDLE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1		HR	Superintendent	\$105.00	\$0.00
2	5.5	HR	Foreman	\$95.00	\$522.50
3	143.5	HR	Trackhoe & Operator (308)	\$115.00	\$16,502.50
4	74.5	HR	Front End Loader & Operator	\$130.00	\$9,685.00
5	82.5	HR	Pipelaye	\$45.00	\$3,712.50
6	95	HR	Laborer	\$38.00	\$3,610.00
7	74.5	HR	Pickup Truck	\$22.00	\$1,639.00
8	74.5	HR	Flatbed Truck	\$19.00	\$1,415.50
9	74.5	HR	Small Incidental Tools	\$15.00	\$1,117.50
10	26	HR	Vacuum Excavator	\$80.00	\$2,080.00
11	58	HR	Trench Box	\$5.00	\$290.00
12	48.5	HR	Materials Box	\$5.00	\$242.50
13	44.5	HR	Skid Steer & Operator	\$120.00	\$5,340.00
TOTAL AMOUNT DUE					\$46,157.00

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 storm drain repair at 288 Cornerstone Drive

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 29 day of July, 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.)



Work Order #: 52067

Work Order Date: 03/09/24

Work Type:

Status: Open

Prepared By: Rod Morrow

Type of Work Order: Call Out (After Reg Hours)

Request Type: Drainage - Sinkhole

Date Requested: 03/09/2024

Name: Jessica Zimmer

Service Address or Request Location: 288 Cornerstone Drive

Phone Number: 601-906-4901

Email Address:

Reported By: Protel 9:42am / Request #691626543 9:46am

Department: Drainage

Ward:

Nature of Request: Sinkhole has form in the yard

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:

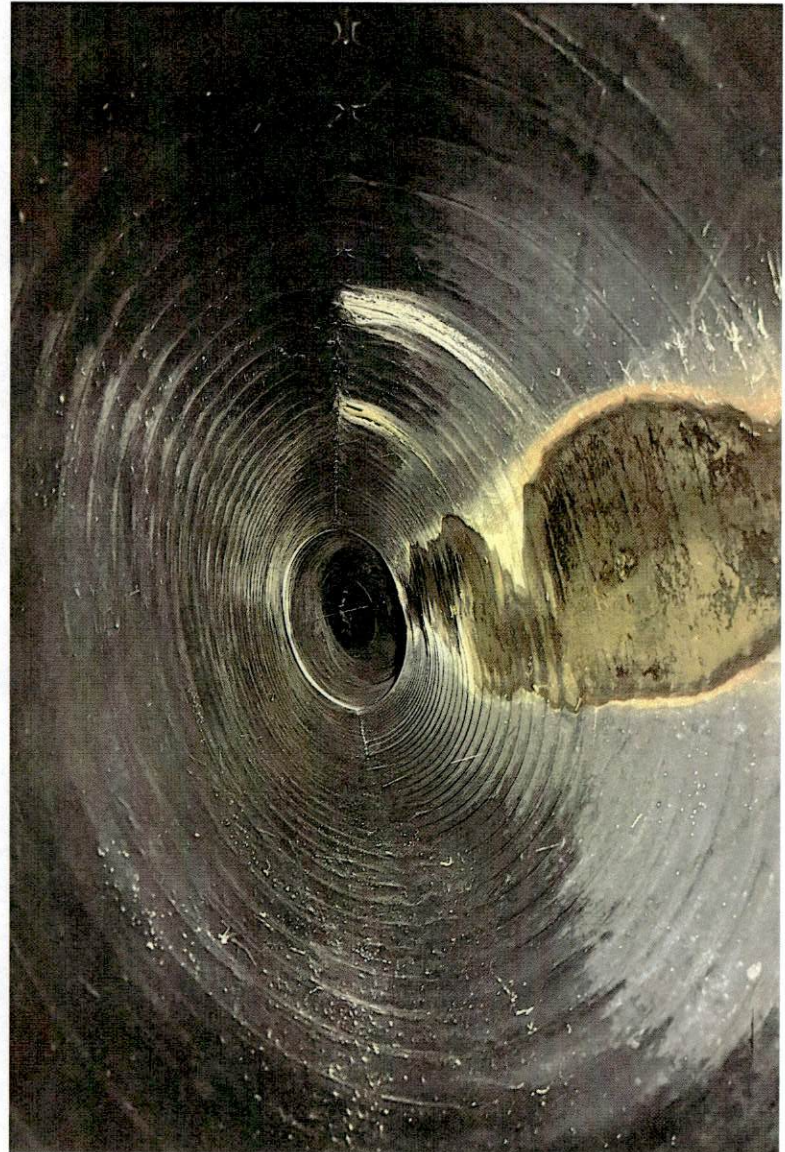
Invoice & Cost Information:

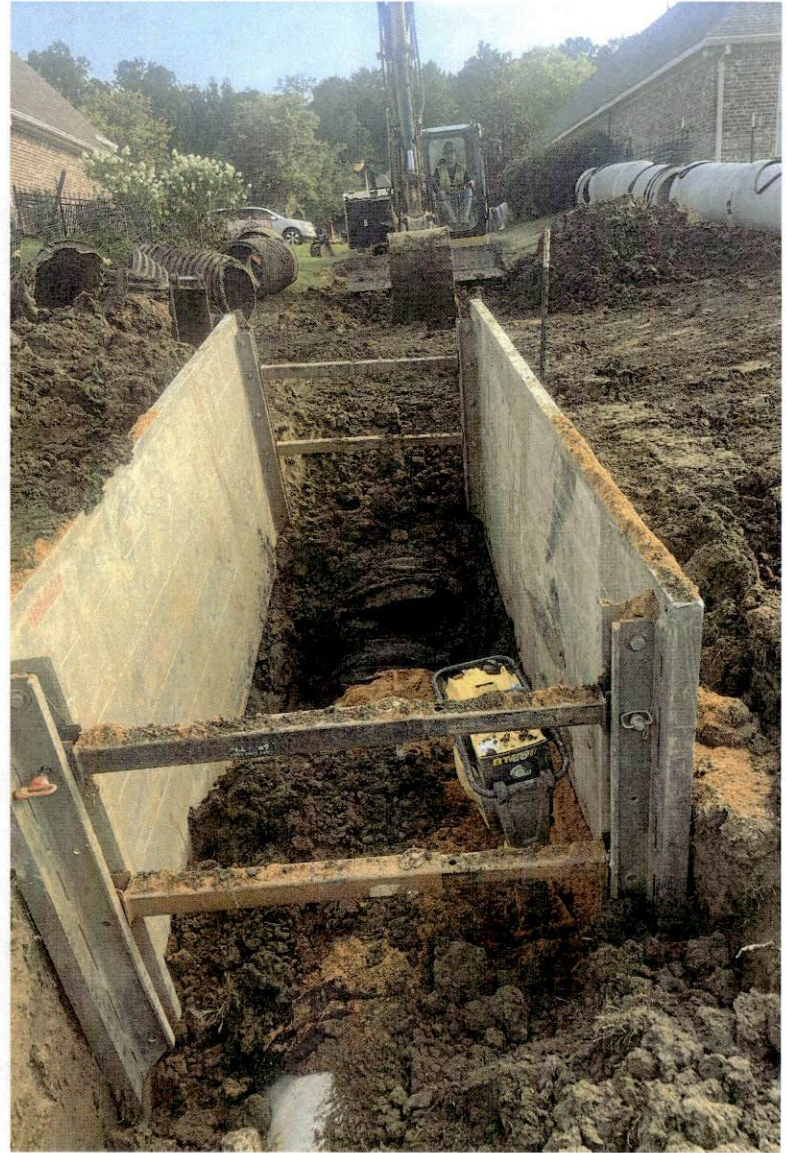
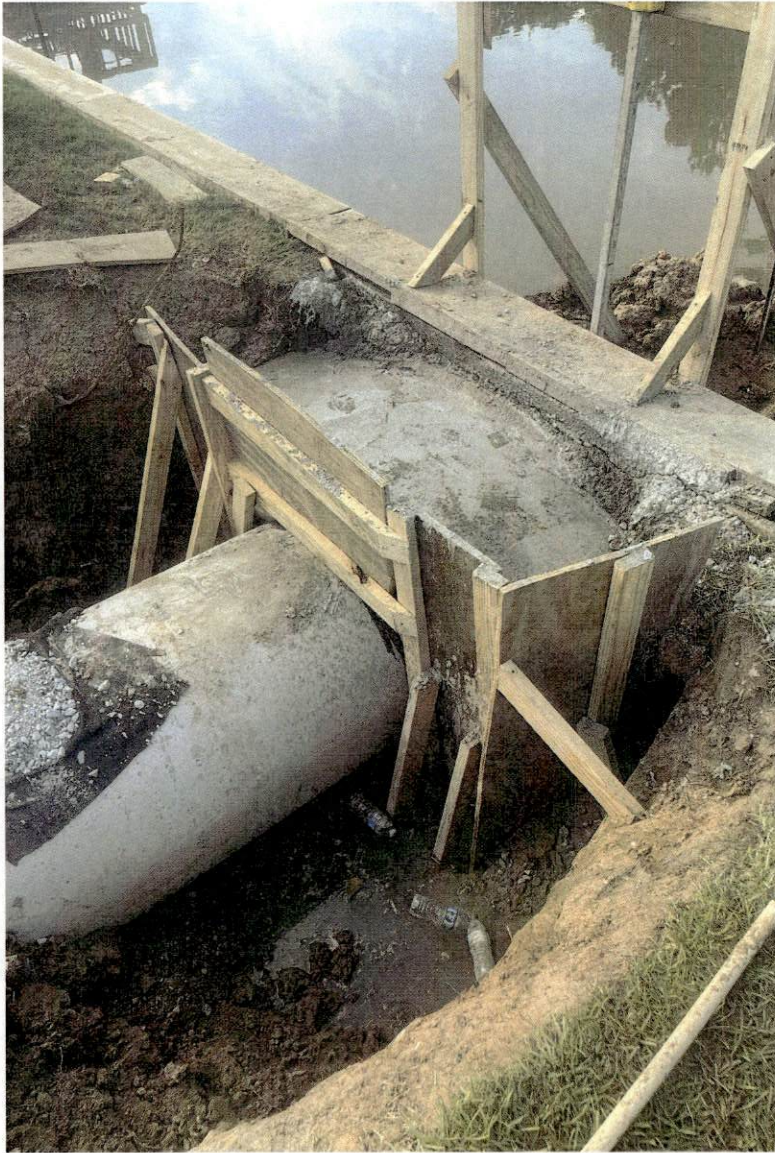
Meter Deposit Amount:

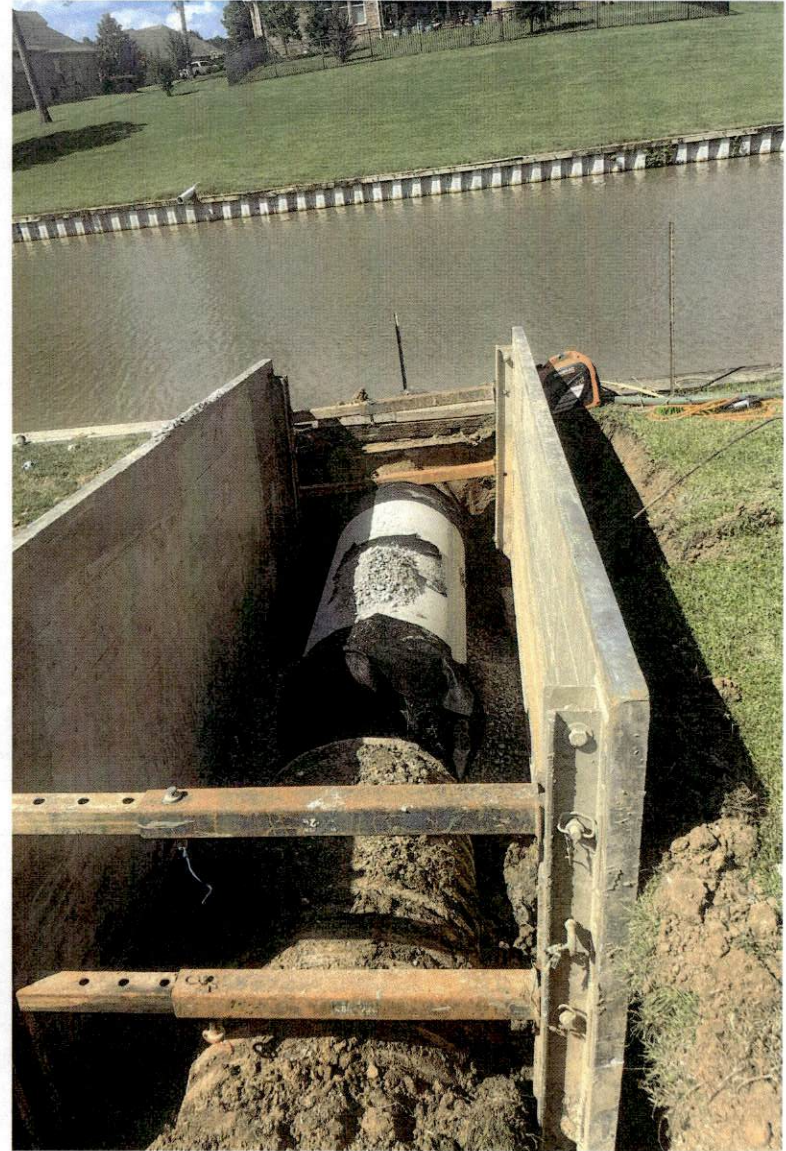
Tap Fee Amount:

Notes

- 06/28/2024 Call Out - Thurs, 6/27/24 - RJ Morrow - locate request from MS811 - *noted that Randy Bickley would handle in the morning.
- LSarver
- 06/21/2024 I spoke with Ms. Townsend at 286 Cornerstone Drive on 6/21/2024 at 11:15am. She is upset bc the city is replacing the storm drain pipe in her side yard and had to remove the fence and her plants.
- I have contacted Murphy's Lawn & Landscape and Ryan Murphy is going to go by the address and look at the landscaping. He is going to give me a price to replant the plants that are being moved and sod the yard at 286 & 288 Cornerstone Drive after the work is complete (we will get a PO for this to be done).







JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 6/19/2024

DAY OF WEEK: WEDNESDAY

ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

					010001-	010001-	010001-							TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												
1	KENNETH MCCARDLE	2611	FOREMAN				3.00	2.50	5.50					11.00	A.M.		
2	JOSEPH WELBORN	1641	Pipelayer				3.00	2.50	5.50					11.00	READING		
3	BARRET ABRAMS	2930	Trackhoe				3.00	2.50	5.50					11.00	SOIL TYPE		
4	LADARIUS HENDERSON	3053	Labor				3.00	2.50	5.50					11.00	LOCATION		
5	ZACHARY MACKE	3102	Labor				3.00	2.50	5.50					11.00			
6	CHARLES SHOULDERS	2865	Loader				3.00	2.50	5.50					11.00	P.M.		
7								-						-	READING		
8														-	SOIL TYPE		
9														-	LOCATION		
10														-			
11														-			
12														-			
13														-			
14														-			
15														-			
TEMP LABOR		EMPLOYER		POTENTIAL HIRE? Y/N		010001-	010001-	010001-									
1															-		
2															-		
															-		
															EQ ODOMETER READINGS		
DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-	010001-	010001-						TOTAL	BEGIN	END	HRS
WORK DAY (Y/N)				1582	Ford F250 Pickup	3.00	2.50	5.50						11.00			-
WEATHER				1058	2-Ton Truck	3.00	2.50	5.50						11.00			-
FAIR				12766	Level	3.00	2.50	5.50						11.00			-
CLOUDY				13229	Pipe Saw	3.00	2.50	5.50						11.00			-
RAIN AMOUNT (IN)				9494	Laser	3.00	2.50	5.50						11.00			-
TEMPERATURE				5610	Conex Box	3.00	2.50	5.50						11.00			-
TIME WORKED				5215	20' Trailer	3.00	2.50	5.50						11.00			-
MORNING				11619	Centrifugal Pump	3.00	2.50	5.50						11.00			-
AFTERNOON				11654	Diaphragm Pump	3.00	2.50	5.50						11.00			-
NIGHT				13816	Trench Box 8'	3.00	2.50	5.50						11.00			-
TOTAL HRS FOR DAY				13819	Trench Box 16'	3.00	2.50	5.50						11.00			-
WORK COMPLETED				2397	308 Cat	-								-			
PHASE				2244	303.5 Cat	3.00	2.50	5.50						11.00			
1				2408	926 Cat	3.00	2.50	5.50						11.00			
2				8593	Pothole Machine		2.50	5.50						8.00			
3														-			-
4														-			-
5														-			-
6														-			-
7														-			-
8														-			-
9														-			-
10														-			-
11														-			-
12														-			-
13														-			-
14														-			-
14														-			-
14														-			-
15														-			-
REMARKS SPECIAL INSTRUCTIONS VISITORS TO PROJECT SITE																	
Finished up dressing up roadway at 53 Terrapin Cove. Had to bring in topsoil to backfill excavation in yard. Made sure everything was cleaned up and hauled off. Moved equipment to 100 Orleans Way.																	
Had to investigate a water leak at 100 Orleans Way. Found a 2" line that the city had potholed the day before and found. It was leaking around pipe coming out of casing from under the road. We went to the other side of road and found a saturated spot in grass area. We potholed down looking for casing coming from under road. Found it and there was no water coming from that side. It was all irrigation lines and we got city to come out and they turned it over to someone else. We moved our equipment to 288 Cornerstone Dr.																	

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/20/2024

DAY OF WEEK:

THURSDAY

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1989

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

TOTAL HOURS / OTHER FOREMAN						010001-										TOTAL	PENETROMETER		
NAME	EMP. #	CLASS	ABSENCE														A.M.		
1 KENNETH MCCARDLE	2611	FOREMAN				11.00										11.00	READING		
2 JOSEPH WELBORN	1641	Pipelayer				11.00										11.00	SOIL TYPE		
3 BARRET ABRAMS	2930	Trackhoe				11.00										11.00	LOCATION		
4 LADARIUS HENDERSON	3053	Labor				11.00										11.00			
5 ZACHARY MACKE	3102	Labor				11.00										11.00	P.M.		
6 CHARLES SHOULDERS	2865	Loader				11.00										11.00	READING		
7																-	SOIL TYPE		
8																-	LOCATION		
9																-			
10																-			
11																-			
12																-			
13																-			
14																-			
15																-			

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1557	Ford F250 Pickup	11.00											11.00			-
WEATHER			1057	2-Ton Truck	11.00											11.00			-
FAIR			12766	Level	11.00											11.00			-
CLOUDY			13229	Pipe Saw	11.00											11.00			-
RAIN AMOUNT (IN)			9494	Laser	11.00											11.00			-
TEMPERATURE			5610	Conex Box	11.00											11.00			-
TIME WORKED	START	STOP	5215	20' Trailer	11.00											11.00			-
MORNING			11619	Centrifugal Pump	11.00											11.00			-
AFTERNOON			11654	Diaphragm Pump	11.00											11.00			-
NIGHT			13816	Trench Box 8'	11.00											11.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.00											11.00			-
WORK COMPLETED			2397	308 Cat	11.00											11.00			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	11.00											11.00			
1			2408	926 Cat	11.00											11.00			
2			8593	Pothole Machine	11.00											11.00			
3																			
4																			
5																-			
6																-			
7																-			-
8																-			-
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10																-			-
11																-			-
12																-			-
13																-			-
14																-			-
16																-			-
16																-			-
15																			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We investigated storm drain pipe sinkhole. City gave the go ahead on it so we started putting up temporary fence in back yards. Took down rod iron fence in backyard on property line. Started pot holing utilities in front yard beside storm drain curb inlet. Received a load of 30" RCP 14 joints. We unloaded and started stringing out in back yard. Made sure everything was safed up for the night. Installed safety fence around potholes that haven't been filled with sand.

☒ 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 MCCARDLE

FOREMAN

[illegible]

JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 6/22/2024

DAY OF WEEK: SATURDAY



ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: ☐ YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

[illegible]

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-									
1													-
2													-
													-
													EQ ODOMETER READINGS

DAILY WORK REPORT				EQUIP. #	EQUIP DESCRIPTION	010001-					TOTAL	BEGIN	END	HRS
WORK DAY (Y/N)				1557	Ford F250 Pickup		-				-			-
WEATHER				1057	2-Ton Truck		-				-			-
FAIR				12766	Level		-				-			-
CLOUDY				13229	Pipe Saw		-				-			-
RAIN AMOUNT (IN)				9494	Laser		-				-			-
TEMPERATURE				5610	Conex Box		-				-			-
TIME WORKED		START	STOP	5215	20' Trailer		-				-			-
MORNING				11619	Centrifugal Pump		-				-			-
AFTERNOON				11654	Diaphragm Pump		-				-			-
NIGHT				13816	Trench Box 8'		-				-			-
TOTAL HRS FOR DAY				13819	Trench Box 16'		-				-			-
WORK COMPLETED				2397	308 Cat		-							-
PHASE		QUANTITY	UNITS	2244	303.5 Cat		-							-
1				2408	926 Cat		-							-
2				8593	Pothole Machine	-	-				-			-
3				13914	Material Box		-				-			-
4						-					-			-
5							-				-			-
6							-				-			-
7											-			-
8											-			-
9											-			-
10						-					-			-
11											-			-
12											-			-
13											-			-
14											-			-
14											-			-
14											-			-
15				TOTAL HOURS			-	-	-	-	-	-		-

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/24/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-								TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			4.00	7.50								11.50	A.M.
2	JOSEPH WELBORN	1641	Pipelaye			4.00	7.50								11.50	READING
3	BARRET ABRAMS	2930	Trackhoe			4.00	7.50								11.50	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			4.00	7.50								11.50	LOCATION
5	ZACHARY MACKE	3102	Labor			4.00	7.50								11.50	
6	CHARLES SHOULDERS	2865	Loader			4.00	7.50								11.50	P.M.
7															-	READING
8															-	SOIL TYPE
9															-	LOCATION
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-											
1															-
2															-
															-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-									TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	WEATHER		1557	Ford F250 Pickup	4.00	7.50									11.50	BEGIN	END	HRS
	FAIR		12766	Level	4.00	7.50									11.50			-
	CLOUDY		13229	Pipe Saw	4.00	7.50									11.50			-
	RAIN AMOUNT (IN)		9494	Laser	4.00	7.50									11.50			-
	TEMPERATURE		5610	Conex Box	4.00	7.50									11.50			-
TIME WORKED	START	STOP	5215	20' Trailer	4.00	7.50									11.50			-
MORNING			11619	Centrifugal Pump	4.00	7.50									11.50			-
AFTERNOON			11654	Diaphragm Pump	4.00	7.50									11.50			-
NIGHT			13816	Trench Box 8'	4.00	7.50									11.50			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	4.00	7.50									11.50			-
WORK COMPLETED			2397	308 Cat	4.00	-									4.00			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	4.00	7.50									11.50			
1			2408	926 Cat	4.00	7.50									11.50			
2			8593	Pothole Machine	-	7.50									7.50			
3			13914	Material Box	4.00	7.50									11.50			-
4					-										-			-
5															-			-
6															-			-
7															-			-
8															-			-
9															-			-
10															-			-
11															-			-
12															-			-
13															-			-
14															-			-
14															-			-
14															-			-
15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Worked on finishing forming up collar around 30" storm drain. Started storming so we safed up area. we got a emergency call from city so we made sure everything was safed up and we installed safety fence around area.

Went to 194 Huntview Dr , and moved equipment and traffic control to location. It was a sewer service issue. Had to wait on locators to locate utilities. Potholed utilities with pothole machine. Started excavating where homeowner already excavated and made it safe for entry. Once we excavated down on sewer service we found a power conduit that looked like when it was bored it hit the sewer service. We made sure concrete pipe was clear of obstructions and tied pvc onto concrete pipe. Connected all pvc pipe together and made sure everything was bedded properly. Started backfilling and tamping dirt back in. Made sure everything was safed up for the night.

☒ 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 MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/25/2024

DAY OF WEEK:

TUESDAY

CONSTRUCTION

COMPANY

FLORENCE, MS SINCE 1985

HEMPHILL

ACCIDENTS:YES

x

NO

INCIDENTS:YES

x

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

						010001-										TOTAL	PENETROMETER
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												
1	KENNETH MCCARDLE	2611	FOREMAN			11.50										11.50	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			11.50										11.50	READING
3	BARRET ABRAMS	2930	Trackhoe			11.50										11.50	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			11.50										11.50	LOCATION
5	ZACHARY MACKE	3102	Labor			11.50										11.50	
6	CHARLES SHOULDERS	2865	Loader			11.50										11.50	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
1																	-
2																	-
																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1557	Ford F250 Pickup	11.50											11.50			-
WEATHER			1057	2-Ton Truck	11.50											11.50			-
FAIR			12766	Level	11.50											11.50			-
CLOUDY			13229	Pipe Saw	11.50											11.50			-
RAIN AMOUNT (IN)			9494	Laser	11.50											11.50			-
TEMPERATURE			5610	Conex Box	11.50											11.50			-
TIME WORKED	START	STOP	5215	20' Trailer	11.50											11.50			-
MORNING			11619	Centrifugal Pump	11.50											11.50			-
AFTERNOON			11654	Diaphragm Pump	11.50											11.50			-
NIGHT			13816	Trench Box 8'	11.50											11.50			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.50											11.50			-
WORK COMPLETED			2397	308 Cat	11.50											11.50			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	11.50											11.50			
1			2408	926 Cat	11.50											11.50			
2			8593	Pothole Machine	-											-			
3			13914	Material Box	11.50											11.50			
4			2433	Skid Steer	11.50											11.50			
5																-			-
6																-			-
7																-			-
8																-			-
9																-			-
10																-			-
11																-			-
12																-			-
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14																-			-
14																-			-
14																-			-
15																			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to finish bracing off concrete form around pipe. Had to fill in sinkhole with good dirt from the other job the loader was hauling from. Had the city stockpile us some sand and stone down the road so we wouldn't have to go far for it. Poured concrete collar at 12:00PM. Made sure to finish the concrete. Set up laser on rods and started excavating down for 30" RCP. Removed old plastic pipe as we went. Installed 4 joints of 30" RCP, 32 Ft. Made sure to bed around pipe and tamp in with wacker pack. Backfilled excavation as far as we could and made sure everything was safed up for the night. Installed safety fence around area.

x

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

x

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 6/26/2024

DAY OF WEEK: WEDNESDAY



ACCIDENTS: ☐ YES ☒ NO

INCIDENTS: YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

[illegible][illegible][illegible]

Started wrecking form around collar and backfilled around collar. Set up laser and started excavating for 30" storm drain. Removing old pipe as we went and hauling it off with skid steer and loader. Installed 5 joints of 30" RCP, 40 Ft. It started raining a little so we started cleaning up and moving dirt around. Rained pushed back so we layed another joint of 30" RCP, 8 Ft. Made sure everything was dressed up and safed up for the night and prepped for rain event overnight, installed waddles around area. Installed safety fence around area for the night.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X	ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER
---	---

KENNETH MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/27/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

COMPANY

HEMPHILL

FLORENCE, MS SINCE 1989

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-										TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			11.50										11.50	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			11.50										11.50	READING
3	BARRET ABRAMS	2930	Trackhoe			11.50										11.50	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			11.50										11.50	LOCATION
5	ZACHARY MACKE	3102	Labor			11.50										11.50	
6	CHARLES SHOULDERS	2865	Loader			11.50										11.50	P.M.
7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
10																-	
11																-	
12																-	
13																-	
14																-	
15																-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-													
1																-
2																-
																-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	BEGIN	END	HRS
WORK DAY (Y/N)			1557	Ford F250 Pickup	11.50											11.50			-
WEATHER			1057	2-Ton Truck	11.50											11.50			-
FAIR			12766	Level	11.50											11.50			-
CLOUDY			13229	Pipe Saw	11.50											11.50			-
RAIN AMOUNT (IN)			9494	Laser	11.50											11.50			-
TEMPERATURE			5610	Conex Box	11.50											11.50			-
TIME WORKED			5215	20' Trailer	11.50											11.50			-
MORNING			11619	Centrifugal Pump	11.50											11.50			-
AFTERNOON			11654	Diaphragm Pump	11.50											11.50			-
NIGHT			13816	Trench Box 8'	11.50											11.50			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	11.50											11.50			-
WORK COMPLETED			2397	308 Cat	11.50											11.50			
PHASE			2244	303.5 Cat	11.50											11.50			
1			2408	926 Cat	11.50											11.50			
2			8593	Pothole Machine	-											-			
3			13914	Material Box	11.50											11.50			
4			2433	Skid Steer	11.50											11.50			
5			R010QE	Breaker Excavator	11.50											11.50			
6																-			-
7																-			-
8																-			-
9																-			-
10																-			-
11																-			-
12																-			-
13																-			-
14																-			-
14																-			-
14																-			-
15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Started excavating for 30" Storm drain pipe and removing old plastic pipe as we went. Found a concrete collar over plastic pipe that was huge, tried to remove it with track hoe with no success. Had to get them to bring out a track hoe with a breaker on it. Had to wait for it to be delivered. While we waited we tried to clean and haul off trash pipe to dumpster. Rained off and on for about 2 hours. Breaker finally showed up and we broke concrete in excavation. Removed with other track hoe. Continued excavating for storm drain pipe. Removed trash pipe and installed 3 joints of 30" RCP, 24 ft total. Made sure it was bedded properly and tamped around pipe. Backfilled excavation and made sure everything was safed up the night. Installed safety fence around area.

X

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/28/2024

DAY OF WEEK:

FRIDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

CONSTRUCTION

COMPANY

FLORENCE, MD SINCE 1983

					010001-										TOTAL	PENETROMETER		
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												A.M.		
1 KENNETH MCCARDLE	2611	FOREMAN			10.50										10.50	READING		
2 JOSEPH WELBORN	1641	Pipelayer			10.50										10.50	SOIL TYPE		
3 BARRET ABRAMS	2930	Trackhoe			10.50										10.50	LOCATION		
4 LADARIUS HENDERSON	3053	Labor			10.00										10.00	P.M.		
5 ZACHARY MACKE	3102	Labor			10.50										10.50	READING		
6 CHARLES SHOULDERS	2865	Loader			10.00										10.00	SOIL TYPE		
7															-	LOCATION		
8															-			
9															-			
10															-			
11															-			
12															-			
13															-			
14															-			
15															-			

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-												
1															-
2															-
															-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-										TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)			1557	Ford F250 Pickup	10.50										10.50	BEGIN	END	HRS
WEATHER			1057	2-Ton Truck	10.50										10.50			-
FAIR			12766	Level	10.50										10.50			-
CLOUDY			13229	Pipe Saw	10.50										10.50			-
RAIN AMOUNT (IN)			9494	Laser	10.50										10.50			-
TEMPERATURE			5610	Conex Box	10.50										10.50			-
TIME WORKED	START	STOP	5215	20' Trailer	10.50										10.50			-
MORNING			11619	Centrifugal Pump	10.50										10.50			-
AFTERNOON			11654	Diaphragm Pump	10.50										10.50			-
NIGHT			13816	Trench Box 8'	10.50										10.50			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	10.50										10.50			-
WORK COMPLETED			2397	308 Cat	10.50										10.50			
PHASE	QUANTITY	UNITS	2244	303.5 Cat	10.50										10.50			
1			2408	926 Cat	10.50										10.50			
2			8593	Pothole Machine	-										-			
3			13914	Material Box	10.50										10.50			
4			2433	Skid Steer	10.50										10.50			
5															-			
6															-			
7															-			
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14															-			
14															-			
14															-			
15															-			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to move spoil pile and set up laser. Started excavating for 30" Storm drain pipe. Installed 3 joints of 30" RCP 24 ft total, had to make sure it was bedded properly. Used track hoe to back fill trench line up so far, had to haul out trash pipe, concrete and trash with loader. Moved spoil pile out of yard for the weekend and dressed up areas that could be. Prepped for rain event over the weekend. Made sure everything was safed up and cleaned up. Installed safety fence around entire area.

☒

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 MCCARDLE

FOREMAN

Work Order 52486 – 22 Quail Ridge

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	7	HR	Superintendent	\$105.00	\$735.00
2	0	HR	Foreman	\$95.00	\$0.00
3	7	HR	Trackhoe & Operator (308)	\$115.00	\$805.00
4	7	HR	Front End Loader & Operator	\$130.00	\$910.00
5	7	HR	Pipelayer	\$45.00	\$315.00
6	7	HR	Laborer	\$38.00	\$266.00
7	7	HR	Pickup Truck	\$22.00	\$154.00
8	7	HR	Flatbed Truck	\$19.00	\$133.00
9	7	HR	Small Incidental Tools	\$15.00	\$105.00
10	7	HR	Vacuum Excavator	\$80.00	\$560.00
TOTAL AMOUNT DUE					\$3,983.00

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 at 22 Quail Ridge Drive

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 29 day of July, 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.)



Work Order #: 52486

Work Order Date: 04/10/24

Work Type:

Status: Open

Prepared By: Lori Sarver

Type of Work Order: Unscheduled Non-emergency Work (During Reg Hours)

Request Type: Street Repair - Pothole

Date Requested: 04/09/2024

Name: Millard Bingham

Service Address or Request 22 Quail Ridge Drive

Location:

Phone Number: 601-310-2247

Email Address: millard.j.bingham@jsums.edu | JUETTEB@YAHOO.COM

Reported By: Request #699246170 5:07pm

Department: Street

Ward:

Nature of Request: Pothole in front of my home. Needs repair or will likely get larger. **Customer included picture**

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:

Notes

06/12/2024

Protel 6/7/2024 at 9:04am
Status update

Customer is calling back regarding pothole in the road in front of his house. He is wanting an update.

Resent w/o back out.



JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

6/3/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1963

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-								TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			-	-								-	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			7.00	4.00								11.00	READING
3	BARRET ABRAMS	2930	Trackhoe			7.00	4.00								11.00	SOIL TYPE
4	LADARIUS HENDERSON	3053	Labor			7.00	4.00								11.00	LOCATION
5	ZACHARY MACKE	3102	Labor			7.00	4.00								11.00	
6	CHARLES SHOULDERS	2865	Loader			7.00	4.00								11.00	P.M.
7							-								-	READING
8															-	SOIL TYPE
9															-	LOCATION
10															-	
11															-	
12															-	
13															-	
14															-	
15															-	

TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-	010001-											
1															-
2															-
															-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-	010001-									TOTAL	EQ ODOMETER READINGS		
WORK DAY (Y/N)	WEATHER	FAIR	CLOUDY	RAIN AMOUNT (IN)	TEMPERATURE	TIME WORKED	START	STOP								BEGIN	END	HRS
						1582			Ford F250 Pickup	7.00	4.00				11.00			-
						1057			2-Ton Truck	7.00	4.00				11.00			-
						12766			Level	7.00	4.00				11.00			-
						13716			Pipe Saw	7.00	4.00				11.00			-
						9494			Laser	7.00	4.00				11.00			-
						5610			Conex Box	7.00	4.00				11.00			-
						5612			20' Trailer	7.00	4.00				11.00			-
						11619			Centrifugal Pump	7.00	4.00				11.00			-
						11654			Diaphragm Pump	7.00	4.00				11.00			-
						13816			Trench Box 8'	7.00	4.00				11.00			-
						13819			Trench Box 16'	7.00	4.00				11.00			-
						2397			308 Cat	-	-				-			
						2244			303.5 Cat	7.00	4.00				11.00			
1						2408			926 Cat	7.00	4.00				11.00			
2						8593			Pothole Machine	7.00	-				7.00			
3																		
4																		
5																		
6															-			-
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14															-			-
15																		-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Had to go to 22 Quail Ridge Dr to investigate sewer emergency. Once equipment was moved and traffic control was set up we started saw cutting roadway. Removed asphalt and hauled off with loader. Excavated down on sewer main found a bad joint on 6" concrete pipe. Poured a concrete collar on it to make it safe. Backfilled with sand around pipe. Finished backfilling roadway with 6/10 Limestone and dressed up area. Made sure everything was safed up and cleaned up.

Had to go back to Stonegate Dr and Timbers entrance to finish and backfilling excavation. Had to haul in topsoil to finish dressing up area.

X

THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

X

ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLE

FOREMAN



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: MARQUETTE ROAD MULTI-USE PATH PROJECT
LPA PROJECT #: STP-7081-00(002)LPA/109244/701000
PAY REQUEST 2

Consideration to approve Pay Request 2 in the amount of \$331,584.41 from Thornton Construction Company for the Marquette Road Multi-Use Path Project and authorize payment of the same.

On December 4, 2023, the Board awarded the bid for the Marquette Road Multi-Use Path Project to Thornton Construction Company as the lowest and best bid received.

The Marquette Road Multi-use Path Project will allow for a new multi-use path to be constructed along Marquette Road from Boyce Thompson Drive to the I-20 bridge area.

The Board gave permission to bid this project on October 16, 2023.

The Marquette Road Multi-use Path Project will be funded through MPO funds, House Bill funds, and grant monies.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Pay Request 2

GL Code: 001-201-703

Funding: MPO

July 30th, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
Marquette Rd. Multiuse Path
Project # STP-7081-00(002)LPA 109244/701000
B-9506/B-10825
Pay Request #2

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request No. 2 for construction services for the City of Brandon Marquette Rd. Multiuse Path for Thornton Construction Co. Inc. in the total amount of \$331,584.41.

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,



Lon Burt, P.E.
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (BENCHMARK)

File: B-9506/B-10825



CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
www.benchmarkms.net

PROJECT : **MARQUETTE RD. MULTI-USE PATH (CITY OF BRANDON) (LPA)**

PROJ. NO.: **STP-7081-00(002)LPA , 109244/701000**

BENCHMARK NO.: B-9506/B-10825

PAY REQUEST #2 - PAY PERIOD 05/11/24 to 07/26/24

LINE NO.	PAY ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	SUBTOTAL	CURRENT QUANTITY	CURRENT TOTAL	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL TO DATE	% COMPLETE
		ROADWAY DIRECT CONTRACT ITEMS										
10	202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,247	SY	\$8.00	\$ 9,976.00	65.00	\$ 520.00	65.00	1182.00	\$ 520.00	5.2%
20	202-B063	REMOVAL OF CONCRETE PAVED DITCH	74	SY	\$10.00	\$ 740.00	40.00	\$ 400.00	40.00	34.00	\$ 400.00	54.1%
30	202-B073	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	671	SY	\$10.00	\$ 6,710.00	194.71	\$ 1,947.10	194.71	476.29	\$ 1,947.10	29.0%
40	202-B089	REMOVAL OF CURB &/OR CURB AND GUTTER, ALL TYPES	1,092	LF	\$4.00	\$ 4,368.00	33.00	\$ 132.00	33.00	1059.00	\$ 132.00	3.0%
50	202-B129	REMOVAL OF FLARED END SECTION, ALL SIZES	3	EA	\$400.00	\$ 1,200.00	0.00	\$ -	0.00	3.00	\$ -	0.0%
60	202-B164	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	1	EA	\$1,000.00	\$ 1,000.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
70	202-B191	REMOVAL OF PIPE, 8" AND ABOVE	266	LF	\$40.00	\$ 10,640.00	129.00	\$ 5,160.00	129.00	137.00	\$ 5,160.00	48.5%
80	203-A001	UNCLASSIFIED EXCAVATION, FM, AH	1,077	CY	\$10.00	\$ 10,770.00	0.00	\$ -	0.00	1077.00	\$ -	0.0%
90	203-B002	ROCK EXCAVATION, LVM, AH	100	CY	\$26.00	\$ 2,600.00	0.00	\$ -	0.00	100.00	\$ -	0.0%
100	203-EX041	BORROW EXCAVATION, AH, LVM, CLASS B9-6	3,951	CY	\$18.00	\$ 71,118.00	1343.34	\$ 24,180.12	4049.34	-98.34	\$ 72,888.12	102.5%
110	203-G002	EXCESS EXCAVATION, LVM, AH	1,611	CY	\$13.00	\$ 20,943.00	88.87	\$ 1,155.31	88.87	1522.13	\$ 1,155.31	5.5%
120	213-A001	AGRICULTURAL LIMESTONE	1	TON	\$650.00	\$ 650.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
130	215-A001	VEGETATIVE MATERIALS FOR MULCH	1	TON	\$200.00	\$ 200.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
140	216-A001	SOLID SODDING	3,341	SY	\$5.00	\$ 16,705.00	0.00	\$ -	0.00	3341.00	\$ -	0.0%
150	219-A001	WATERING	67	KGAL	\$20.00	\$ 1,340.00	0.00	\$ -	0.00	67.00	\$ -	0.0%
160	221-A001	CONCRETE PAVED DITCH	20	CY	\$600.00	\$ 12,000.00	0.00	\$ -	0.00	20.00	\$ -	0.0%
170	225-A001	GRASSING	1	ACRE	\$1,200.00	\$ 1,200.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
180	226-A001	TEMPORARY GRASSING	1	ACRE	\$800.00	\$ 800.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
190	907-234-A001	TEMPORARY SILT FENCE	5,000	LF	\$3.50	\$ 17,500.00	245.00	\$ 857.50	2394.00	2606.00	\$ 8,379.00	47.9%
200	237-A002	WATTLES, 20"	1,500	LF	\$7.00	\$ 10,500.00	660.00	\$ 4,620.00	950.00	550.00	\$ 6,650.00	63.3%
210	907-258-PP002	DECORATIVE PARK BENCH	2	EA	\$2,500.00	\$ 5,000.00	0.00	\$ -	0.00	2.00	\$ -	0.0%
220	304-F001	3/4" AND DOWN CRUSHED STONE BASE	843	TON	\$ -	\$ -	0.00	\$ -	0.00	843.00	\$ -	0.0%
230	304-F002	SIZE 610 CRUSHED STONE BASE	843	TON	\$70.00	\$ 59,010.00	0.00	\$ -	0.00	843.00	\$ -	0.0%
240	304-F003	SIZE 825B CRUSHED STONE BASE	843	TON	\$ -	\$ -	0.00	\$ -	0.00	843.00	\$ -	0.0%
250	403-A006	19-MM, ST, ASPHALT PAVEMENT	419	TON	\$250.00	\$ 104,750.00	0.00	\$ -	0.00	419.00	\$ -	0.0%
260	403-A015	9.5-MM, ST, ASPHALT PAVEMENT	122	TON	\$260.00	\$ 31,720.00	0.00	\$ -	0.00	122.00	\$ -	0.0%
270	403-C003	19-MM, HT, ASPHALT PAVEMENT, TRENCH WIDENING	29	TON	\$500.00	\$ 14,500.00	0.00	\$ -	0.00	29.00	\$ -	0.0%
280	503-C010	SAW CUT, FULL DEPTH	1,410	LF	\$12.00	\$ 16,920.00	1961.00	\$ 23,532.00	1961.00	-551.00	\$ 23,532.00	139.1%
290	601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	45	CY	\$3,000.00	\$ 135,000.00	9.21	\$ 27,630.00	9.21	35.79	\$ 27,630.00	20.5%
300	602-A001	REINFORCING STEEL	3,537	LBS	\$1.00	\$ 3,537.00	826.69	\$ 826.69	826.69	2710.31	\$ 826.69	23.4%
310	603-CA003	15" REINFORCED CONCRETE PIPE, CLASS III	123	LF	\$80.00	\$ 9,840.00	0.00	\$ -	0.00	123.00	\$ -	0.0%



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PROJECT : **MARQUETTE RD. MULTI-USE PATH (CITY OF BRANDON) (LPA)**

PROJ. NO.: **STP-7081-00(002)LPA , 109244/701000**

BENCHMARK NO.: B-9506/B-10825

BENCHMARK NO.: B-9506/B-10825							PAY REQUEST #2 - PAY PERIOD 05/11/24 to 07/26/24					
LINE NO.	PAY ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	SUBTOTAL	CURRENT QUANTITY	CURRENT TOTAL	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL TO DATE	% COMPLETE
			851	LF	\$90.00	\$ 76,590.00	244.00	\$ 21,960.00	244.00	607.00	\$ 21,960.00	28.7%
320	603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	185	LF	\$120.00	\$ 22,200.00	0.00	\$ -	0.00	185.00	\$ -	0.0%
330	603-CA026	24" REINFORCED CONCRETE PIPE, CLASS III	5	EA	\$1,200.00	\$ 6,000.00	0.00	\$ -	0.00	5.00	\$ -	0.0%
340	603-CB002	15" REINFORCED CONCRETE END SECTION	1	EA	\$1,400.00	\$ 1,400.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
350	603-CB003	18" REINFORCED CONCRETE END SECTION	1	EA	\$1,400.00	\$ 1,400.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
360	603-CB005	30" REINFORCED CONCRETE END SECTION	20	LF	\$105.00	\$ 2,100.00	24.00	\$ 2,520.00	24.00	-4.00	\$ 2,520.00	120.0%
370	603-CE001	18" X 11" CONCRETE ARCH PIPE, CLASS A III	16	LF	\$110.00	\$ 1,760.00	0.00	\$ -	0.00	16.00	\$ -	0.0%
380	603-CE002	22" X 13" CONCRETE ARCH PIPE, CLASS A III	2	EA	\$1,200.00	\$ 2,400.00	2.00	\$ 2,400.00	2.00	0.00	\$ 2,400.00	100.0%
390	603-CF001	18" X 11" CONCRETE ARCH PIPE END SECTION	3,172	LBS	\$2.00	\$ 6,344.00	0.00	\$ -	0.00	3172.00	\$ -	0.0%
400	604-A001	CASTING	2,600	LBS	\$2.00	\$ 5,200.00	0.00	\$ -	0.00	2600.00	\$ -	0.0%
410	604-B001	GRATINGS	15	LF	\$70.00	\$ 1,050.00	14.00	\$ 980.00	14.00	1.00	\$ 980.00	93.3%
420	605-U003	8" NON-PERFORATED PIPE FOR UNDERDRAINS, PVC	4,593	SY	\$52.00	\$ 238,836.00	2145.57	\$ 111,569.64	2145.57	2447.43	\$ 111,569.64	46.7%
430	608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	158	SF	\$50.00	\$ 7,900.00	0.00	\$ -	0.00	158.00	\$ -	0.0%
440	907-608-C001	DETECTABLE WARNING PANELS	210	LF	\$40.00	\$ 8,400.00	43.00	\$ 1,720.00	43.00	167.00	\$ 1,720.00	20.5%
450	609-C001	CONCRETE INTEGRAL CURB, TYPE 1	1,255	LF	\$32.00	\$ 40,160.00	0.00	\$ -	0.00	1255.00	\$ -	0.0%
460	609-D002	COMBINATION CONCRETE CURB AND GUTTER TYPE 1 MODIFIED, TYPE 1A	99	LF	\$40.00	\$ 3,960.00	0.00	\$ -	0.00	99.00	\$ -	0.0%
470	609-D003	COMBINATION CONCRETE CURB AND GUTTER TYPE 1 MODIFIED, TYPE 1B	180	LF	\$40.00	\$ 7,200.00	0.00	\$ -	0.00	180.00	\$ -	0.0%
480	609-D004	COMBINATION CONCRETE CURB AND GUTTER TYPE 1 MODIFIED, TYPE 1C	170	SY	\$90.00	\$ 15,300.00	73.33	\$ 6,599.70	73.33	96.67	\$ 6,599.70	43.1%
490	614-B003	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6-INCH THICKNESS	518	SY	\$110.00	\$ 56,980.00	114.75	\$ 12,622.50	114.75	403.25	\$ 12,622.50	22.2%
500	614-B004	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 8-INCH THICKNESS	1	SF	\$10.00	\$ 10.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
520	618-B001	ADDITIONAL CONTRUCTION SIGNS	496	LF	\$12.50	\$ 6,200.00	0.00	\$ -	0.00	496.00	\$ -	0.0%
540	626-H005	THERMOPLASTIC LEGEND, WHITE	61	SF	\$60.00	\$ 3,660.00	0.00	\$ -	0.00	61.00	\$ -	0.0%
550	630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	189	LF	\$18.00	\$ 3,402.00	0.00	\$ -	0.00	189.00	\$ -	0.0%
560	630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	722	SF	\$105.00	\$ 75,810.00	0.00	\$ -	0.00	722.00	\$ -	0.0%
580	907-809-A001	RETAINING WALL SYSTEM	577	SF	\$100.00	\$ 57,700.00	180.00	\$ 18,000.00	180.00	397.00	\$ 18,000.00	31.2%
590	907-809-A004	RETAINING WALL SYSTEM, MODULAR BLOCK	6	EA	\$400.00	\$ 2,400.00	0.00	\$ -	0.00	6.00	\$ -	0.0%
600	L00011: 230-B500	TREE PLANTING	1	EA	\$1,200.00	\$ 1,200.00	0.00	\$ -	0.00	1.00	\$ -	0.0%
610	PP500	BICYCLE RACK	6	EA	\$60.00	\$ 360.00	0.00	\$ -	0.00	6.00	\$ -	0.0%
620	PP500	SHRUB PLANTING										



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PROJECT : **MARQUETTE RD. MULTI-USE PATH (CITY OF BRANDON) (LPA)**

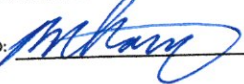
PROJ. NO.: **STP-7081-00(002)LPA , 109244/701000**

BENCHMARK NO.: **B-9506/B-10825**

								PAY REQUEST #2 - PAY PERIOD 05/11/24 to 07/26/24				
LINE NO.	PAY ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	SUBTOTAL	CURRENT QUANTITY	CURRENT TOTAL	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL TO DATE	% COMPLETE
		ROADWAY DIRECT CONTRACT ITEMS SUBTOTAL				\$ 1,237,159.00		\$ 269,332.56			\$ 327,592.06	0.2648
		DEPENDENT ITEMS										
510	618-A001	MAINTENANCE OF TRAFFIC	1	LS	\$10,000.00	\$ 10,000.00	0.2177	\$ 2,177.00	0.2648	0.7352	\$ 2,648.00	26.48%
530	620-A001	MOBILIZATION	1	LS	\$86,269.00	\$ 86,269.00	0.6500	\$ 56,074.85	0.9000	0.1000	\$ 77,642.10	90.00%
570	699-A001	ROADWAY CONSTRUCTION STAKES	1	LS	\$10,000.00	\$ 10,000.00	0.40	\$ 4,000.00	0.5000	0.5000	\$ 5,000.00	50.00%
		DEPENDENT ITEMS SUBTOTAL				\$ 106,269.00		\$ 62,251.85			\$ 85,290.10	0.8026
		CONTRACT TOTAL				\$ 1,343,428.00		\$ 331,584.41			\$ 412,882.16	

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 PLANS AND CONTRACT DOCUMENTS.

CONTRACTOR: **THORNTON CONSTRUCTION CO., INC.**

SIGNED:  Date: 7/30/24

PRINT: _____

ENGINEER CERTIFIES THAT PAY ITEMS REQUESTED FOR PAYMENT HAVE BEEN REVIEWED IN THE FIELD AND THE REQUEST APPEARS TO BE ACCURATE TO THE WORK THAT HAS BEEN PERFORMED UP UNTIL THE PAY PERIOD END DATE.

SIGNED:  Date: 07/30/24

PRINT: **Lon Burt, P.E. (Benchmark Engineering & Surveying, LLC)**

ORIGINAL CONTRACT PRICE \$ 1,343,428.00
NET CHANGE BY CHANGE ORDERS \$ -
CURRENT CONTRACT PRICE \$ 1,343,428.00
COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE: \$ 412,882.16
EXTRA WORK PERFORMED TO DATE: \$ -
COST OF TOTAL WORK PERFORMED TO DATE: \$ 412,882.16
STORED MATERIALS: \$ -
SUBTOTAL: \$ 412,882.16
LESS RETAINAGE
SUBTOTAL LESS RETAINAGE: \$ 412,882.16
LESS PREVIOUS PAYMENTS AND AMOUNTS DUE FROM PREVIOUS: \$ 81,297.75
FUEL ADJUSTMENT \$ -
BALANCE DUE THIS PAYMENT (INC. FUEL ADJUSTMENTS): \$ **331,584.41**

TOTAL CONTRACT TIME (WORKING DAYS) = 112

TOTAL DAYS IN THIS PAY PERIOD = 31.5

TOTAL DAYS = 52

TOTAL CONTRACT TIME USED = 46.4%

% BILLED = 30.73%

Owner APPROVAL OF THIS PAY REQUEST

SIGNED: _____ Date: _____

PRINT: **Butch Lee, Mayor**



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: HIGHWAY 471 SEWER LINE EXTENSION PROJECT
PAY REQUEST 1, PAY REQUEST 2, & PAY REQUEST 3 (FINAL)

Asking for your consideration to approve Pay Request 1 in the amount of \$178,418.55, Pay Request 2 in the amount of \$23,821.25, and Pay Request 3 (FINAL) in the amount of \$10,644.20 from Hemphill Construction Company for the Highway 471 Sewer Line Extension Project and authorize payment of the same.

Change Order 1, which was approved by the Board on April 15, 2024, is included in Pay Request 1.

On January 16, 2024, the Board awarded the bid for the Highway 471 Sewer Line Extension Project. This project allowed an extension of the sewer line in the Highway 471 area as a connection point for sewer to future development and existing homes and businesses in the area.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Highway 471 Sewer Line Extension Project – Pay Request 1, Pay Request 2, & Pay Request 3 (FINAL)

GL Code: 400-680-720

Funding: WSOM

July 22, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
Hwy. 471 Sewer Line Extension
B-10131
Pay Request #1/#2/#3(FINAL)

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request # 1, # 2, & # 3 (FINAL) for construction services for the Hwy. 471 Sewer Line Extension Project for Hemphill Construction Company, Inc. in the amount of \$212,884.00.

We have reviewed these pay requests 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-10131

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H24055-01

To

City of Brandon

Customer:

1000 Municipal Drive
Brandon, MS 39042

Project

H24055- City of Brandon Hwy 471 Sewer
Line Extension

Via Engineer

Benchmark Engineering & Surveying
101 Highpointe Court, Suite B
Brandon, MS 39042

Application No.

JB App #1

Period From:

3/20/2024

Period To:

4/30/2024

Distribution to :

☐

Owner

☐

Engineer

☐

Contractor☐

From Contracto

Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner:

City of Brandon, MS
1000 Municipal Drive
Brandon, MS 39042

External

N/A

Contract No.

Contract Date:

3/20/2024

Application Date:

5/6/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$198,609.00
2. Net Change By Change Order	\$14,275.00
3. Contract Sum To Date	\$212,884.00
4. Work Completed To Date	\$187,809.00
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$187,809.00
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 5.00 %	\$9,390.45
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$9,390.45
f. Total Retainage To Be Withheld	\$9,390.45
8. Total Earned Less Retainage	\$178,418.55
9. Less Previous Certificates For Payments	\$0.00
10. Current Payment Due	\$178,418.55
11. Balance to Finish, Plus Retainage.	\$34,465.45

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$14,275.00	\$0.00
TOTALS	\$14,275.00	\$0.00
Net Changes By Change Order	\$14,275.00	

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: John Atkins Date: 5/6/2024

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 6th day of May 2024

Notary Public: Madelynn Cliburn Zattoni

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 **\$178,418.55**

(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:

By: W. Martin Date: 7-22-24

OWNER:

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.



CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #1

Application Date : 05/06/24

Period From: 03/20/24

Period To: 04/30/24

Invoice # : H24055-01

External Contract No.:

Contract : H24055- City of Brandon Hwy 471 Sewer Line Extension

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
01	MOBILIZATION	LS	1.00	\$16,034.00	\$16,034.00	0.00	1.00	1.00	\$0.00	\$16,034.00	0.00	\$16,034.00	\$0.00	100.00%
02	CLEARING & GRUBBING	AC	0.50	\$10,000.00	\$5,000.00	0.00	0.50	0.50	\$0.00	\$5,000.00	0.00	\$5,000.00	\$0.00	100.00%
03	TEMP. EROSION CONTROL INSTALLATION & M	LS	1.00	\$500.00	\$500.00	0.00	1.00	1.00	\$0.00	\$500.00	0.00	\$500.00	\$0.00	100.00%
04	8" SDR-26 SANITARY SEWER LINE, (0'-6')	LF	203.00	\$50.00	\$10,150.00	0.00	242.00	242.00	\$0.00	\$12,100.00	0.00	\$12,100.00	\$-1,950.00	119.21%
05	8" SDR-26 SANITARY SEWER LINE, (6'-10')	LF	376.00	\$50.00	\$18,800.00	0.00	292.00	292.00	\$0.00	\$14,600.00	0.00	\$14,600.00	\$4,200.00	77.66%
06	8" SDR-26 SANITARY SEWER LINE, (10'-14')	LF	188.00	\$75.00	\$14,100.00	0.00	47.00	47.00	\$0.00	\$3,525.00	0.00	\$3,525.00	\$10,575.00	25.00%
07	48" DIAMETER PRECAST CONCRETE MANHOLE	EA	1.00	\$5,800.00	\$5,800.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,800.00	0.00%
08	48" DIAMETER PRECAST CONCRETE MANHOLE	EA	1.00	\$7,000.00	\$7,000.00	0.00	2.00	2.00	\$0.00	\$14,000.00	0.00	\$14,000.00	\$-7,000.00	200.00%
09	48" DIAMETER PRECAST CONCRETE MANHOLE	EA	2.00	\$9,400.00	\$18,800.00	0.00	1.00	1.00	\$0.00	\$9,400.00	0.00	\$9,400.00	\$9,400.00	50.00%
10	48" DIAMETER PRECAST CONCRETE MANHOLE	EA	1.00	\$7,500.00	\$7,500.00	0.00	1.00	1.00	\$0.00	\$7,500.00	0.00	\$7,500.00	\$0.00	100.00%
11	16" STEEL CASING (BORED)	LF	125.00	\$650.00	\$81,250.00	0.00	125.00	125.00	\$0.00	\$81,250.00	0.00	\$81,250.00	\$0.00	100.00%
12	8" SDR-26 SANITARY SEWER LINE (IN 16" STEE	LF	125.00	\$35.00	\$4,375.00	0.00	175.00	175.00	\$0.00	\$6,125.00	0.00	\$6,125.00	\$-1,750.00	140.00%
13	PERMANENT SEED AND MULCH	AC	0.50	\$500.00	\$250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$250.00	0.00%
14	UNDERCUT EXCAVATION	CY	20.00	\$50.00	\$1,000.00	0.00	20.00	20.00	\$0.00	\$1,000.00	0.00	\$1,000.00	\$0.00	100.00%
15	SELECT BEDDING MATERIAL	CY	31.00	\$125.00	\$3,750.00	0.00	20.00	20.00	\$0.00	\$2,500.00	0.00	\$2,500.00	\$1,250.00	66.67%
16	300 LBS RIP-RAP	SY	42.00	\$100.00	\$4,300.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,300.00	0.00%
17	16" Steel Casing Open Cut Creek Crossing & 8" Drop Connection	LS	1.00	\$14,275.00	\$14,275.00	0.00	1.00	1.00	\$0.00	\$14,275.00	0.00	\$14,275.00	\$0.00	100.00%
Grand Totals					\$212,884.00				\$0.00	\$187,809.00	\$0.00	\$187,809.00	\$25,075.00	88.22%

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 53124-02

To
Customer:

City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Project

H24055- City of Brandon Hwy 471 Sewer
Line Extension

Via Engineer

Benchmark Engineering & Surveying
101 Highpointe Court, Suite B
Brandon, MS 39042

Application No.

JB App #2

Period From:

5/1/2024

Period To:

5/31/2024

Distribution to :

☐

Owner

☐

Engineer

☐

Contractor

☐

☐

From Contracto

Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner:

City of Brandon, MS
1000 Municipal Drive
Brandon, MS 39042

External

N/A

Contract No.

Contract Date:

3/20/2024

Application Date:

6/5/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$198,609.00
2. Net Change By Change Order	\$14,275.00
3. Contract Sum To Date	\$212,884.00
4. Work Completed To Date	\$212,884.00
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$212,884.00
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 5.00 %	\$10,644.20
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$10,644.20
f. Total Retainage To Be Withheld	\$10,644.20
8. Total Earned Less Retainage	\$202,239.80
9. Less Previous Certificates For Payments	\$178,418.55
10. Current Payment Due	\$23,821.25
11. Balance to Finish, Plus Retainage.	\$10,644.20

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$14,275.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$14,275.00	\$0.00
Net Changes By Change Order	\$14,275.00	

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:

6/5/2024

State of:

Mississippi

County of:

Simpson

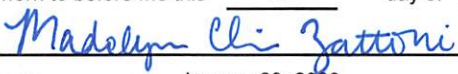
Subscribed and sworn to before me this

5th

day of

June 2024

Notary Public:



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 **\$23,821.25**

(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:

By:



Date:

7-22-24

OWNER:

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.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #2

Application Date : 06/05/24

Period From: 05/01/24

Period To: 05/31/24

Invoice # : 53124-02

External Contract No.:

Contract : H24055- City of Brandon Hwy 471 Sewer Line Extension

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantitv	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
01	MOBILIZATION	LS	1.00	\$16,034.00	\$16,034.00	1.00	0.00	1.00	\$16,034.00	\$0.00	0.00	\$16,034.00	\$0.00	100.00%
02	CLEARING & GRUBBING	AC	0.50	\$10,000.00	\$5,000.00	0.50	0.00	0.50	\$5,000.00	\$0.00	0.00	\$5,000.00	\$0.00	100.00%
03	TEMP. EROSION CONTROL INSTALLATION & MAINTENANCE	LS	1.00	\$500.00	\$500.00	1.00	0.00	1.00	\$500.00	\$0.00	0.00	\$500.00	\$0.00	100.00%
04	8" SDR-26 SANITARY SEWER LINE, (0'-6')	LF	203.00	\$50.00	\$10,150.00	242.00	0.00	242.00	\$12,100.00	\$0.00	0.00	\$12,100.00	\$-1,950.00	119.21%
05	8" SDR-26 SANITARY SEWER LINE, (6'-10')	LF	376.00	\$50.00	\$18,800.00	292.00	0.00	292.00	\$14,600.00	\$0.00	0.00	\$14,600.00	\$4,200.00	77.66%
06	8" SDR-26 SANITARY SEWER LINE, (10'-14')	LF	188.00	\$75.00	\$14,100.00	47.00	141.00	188.00	\$3,525.00	\$10,575.00	0.00	\$14,100.00	\$0.00	100.00%
07	48" DIAMETER PRECAST CONCRETE MANHOLE (0'-8')	EA	1.00	\$5,800.00	\$5,800.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,800.00	0.00%
08	48" DIAMETER PRECAST CONCRETE MANHOLE (8'-12')	EA	1.00	\$7,000.00	\$7,000.00	2.00	0.00	2.00	\$14,000.00	\$0.00	0.00	\$14,000.00	\$-7,000.00	200.00%
09	48" DIAMETER PRECAST CONCRETE MANHOLE (12'-16')	EA	2.00	\$9,400.00	\$18,800.00	1.00	1.00	2.00	\$9,400.00	\$9,400.00	0.00	\$18,800.00	\$0.00	100.00%
10	48" DIAMETER PRECAST CONCRETE MANHOLE - DOGHOUSE (8'-10')	EA	1.00	\$7,500.00	\$7,500.00	1.00	0.00	1.00	\$7,500.00	\$0.00	0.00	\$7,500.00	\$0.00	100.00%
11	16" STEEL CASING (BORED)	LF	125.00	\$650.00	\$81,250.00	125.00	0.00	125.00	\$81,250.00	\$0.00	0.00	\$81,250.00	\$0.00	100.00%
12	8" SDR-26 SANITARY SEWER LINE (IN 16" STEEL CASING)	LF	125.00	\$35.00	\$4,375.00	175.00	0.00	175.00	\$6,125.00	\$0.00	0.00	\$6,125.00	\$-1,750.00	140.00%
13	PERMANENT SEED AND MULCH	AC	0.50	\$500.00	\$250.00	0.00	0.50	0.50	\$0.00	\$250.00	0.00	\$250.00	\$0.00	100.00%
14	UNDERCUT EXCAVATION	CY	20.00	\$50.00	\$1,000.00	20.00	0.00	20.00	\$1,000.00	\$0.00	0.00	\$1,000.00	\$0.00	100.00%
15	SELECT BEDDING MATERIAL	CY	30.00	\$125.00	\$3,750.00	20.00	4.40	24.40	\$2,500.00	\$550.00	0.00	\$3,050.00	\$700.00	81.33%
16	300 LBS RIP-RAP	SY	43.00	\$100.00	\$4,300.00	0.00	43.00	43.00	\$0.00	\$4,300.00	0.00	\$4,300.00	\$0.00	100.00%
17	16" Steel Casing Open Cut Creek Crossing & 8" Drop Connection	LS	1.00	\$14,275.00	\$14,275.00	1.00	0.00	1.00	\$14,275.00	\$0.00	0.00	\$14,275.00	\$0.00	100.00%
Grand Totals					\$212,884.00				\$187,809.00	\$25,075.00	\$0.00	\$212,884.00	\$0.00	100.00%

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H24055-03F

To
Customer:

City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Project

H24055- City of Brandon Hwy 471 Sewer
Line Extension

Via Engineer

Benchmark Engineering & Surveying
101 Highpointe Court, Suite B
Brandon, MS 39042

Application No.

JB App #3 Final

Period From:

6/1/2024

Period To:

6/26/2024

Distribution to :

☐

Owner

☐

Engineer

☐

Contractor

☐

☐

From Contracto

Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner:

City of Brandon, MS
1000 Municipal Drive
Brandon, MS 39042

External

N/A

Contract No.

Contract Date:

3/20/2024

Application Date:

6/26/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$198,609.00
2. Net Change By Change Order	\$14,275.00
3. Contract Sum To Date	\$212,884.00
4. Work Completed To Date	\$212,884.00
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$212,884.00
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	\$212,884.00
9. Less Previous Certificates For Payments	\$202,239.80
10. Current Payment Due	\$10,644.20
11. Balance to Finish, Plus Retainage.	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$14,275.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$14,275.00	\$0.00
Net Changes By Change Order	\$14,275.00	

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: John Alton Date: 6/26/2024

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 26th day of June 2024

Notary Public: Madehyn Cliburn Zati

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 **\$10,644.20**

(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:

By: Mark Date: 7-22-24

OWNER:

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.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #3 Final

Application Date : 06/26/24

Period From: 06/01/24

Period To: 06/26/24

Invoice # : H24055-03F

External Contract No.:

Contract : H24055- City of Brandon Hwy 471 Sewer Line Extension

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
01	MOBILIZATION	LS	1.00	\$16,034.00	\$16,034.00	1.00	0.00	1.00	\$16,034.00	\$0.00	0.00	\$16,034.00	\$0.00	100.00%
02	CLEARING & GRUBBING	AC	0.50	\$10,000.00	\$5,000.00	0.50	0.00	0.50	\$5,000.00	\$0.00	0.00	\$5,000.00	\$0.00	100.00%
03	TEMP. EROSION CONTROL INSTALLATION & MAINTENANCE	LS	1.00	\$500.00	\$500.00	1.00	0.00	1.00	\$500.00	\$0.00	0.00	\$500.00	\$0.00	100.00%
04	8" SDR-26 SANITARY SEWER LINE, (0'-6')	LF	203.00	\$50.00	\$10,150.00	242.00	0.00	242.00	\$12,100.00	\$0.00	0.00	\$12,100.00	\$-1,950.00	119.21%
05	8" SDR-26 SANITARY SEWER LINE, (6'-10')	LF	376.00	\$50.00	\$18,800.00	292.00	0.00	292.00	\$14,600.00	\$0.00	0.00	\$14,600.00	\$4,200.00	77.66%
06	8" SDR-26 SANITARY SEWER LINE, (10'-14')	LF	188.00	\$75.00	\$14,100.00	188.00	0.00	188.00	\$14,100.00	\$0.00	0.00	\$14,100.00	\$0.00	100.00%
07	48" DIAMETER PRECAST CONCRETE MANHOLE (0'-8')	EA	1.00	\$5,800.00	\$5,800.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$5,800.00	0.00%
08	48" DIAMETER PRECAST CONCRETE MANHOLE (8'-12')	EA	1.00	\$7,000.00	\$7,000.00	2.00	0.00	2.00	\$14,000.00	\$0.00	0.00	\$14,000.00	\$-7,000.00	200.00%
09	48" DIAMETER PRECAST CONCRETE MANHOLE (12'-16')	EA	2.00	\$9,400.00	\$18,800.00	2.00	0.00	2.00	\$18,800.00	\$0.00	0.00	\$18,800.00	\$0.00	100.00%
10	48" DIAMETER PRECAST CONCRETE MANHOLE - DOGHOUSE (8'-10')	EA	1.00	\$7,500.00	\$7,500.00	1.00	0.00	1.00	\$7,500.00	\$0.00	0.00	\$7,500.00	\$0.00	100.00%
11	16" STEEL CASING (BORED)	LF	125.00	\$650.00	\$81,250.00	125.00	0.00	125.00	\$81,250.00	\$0.00	0.00	\$81,250.00	\$0.00	100.00%
12	8" SDR-26 SANITARY SEWER LINE (IN 16" STEEL CASING)	LF	125.00	\$35.00	\$4,375.00	175.00	0.00	175.00	\$6,125.00	\$0.00	0.00	\$6,125.00	\$-1,750.00	140.00%
13	PERMANENT SEED AND MULCH	AC	0.50	\$500.00	\$250.00	0.50	0.00	0.50	\$250.00	\$0.00	0.00	\$250.00	\$0.00	100.00%
14	UNDERCUT EXCAVATION	CY	20.00	\$50.00	\$1,000.00	20.00	0.00	20.00	\$1,000.00	\$0.00	0.00	\$1,000.00	\$0.00	100.00%
15	SELECT BEDDING MATERIAL	CY	30.00	\$125.00	\$3,750.00	24.40	0.00	24.40	\$3,050.00	\$0.00	0.00	\$3,050.00	\$700.00	81.33%
16	300 LBS RIP-RAP	SY	43.00	\$100.00	\$4,300.00	43.00	0.00	43.00	\$4,300.00	\$0.00	0.00	\$4,300.00	\$0.00	100.00%
17	16" Steel Casing Open Cut Creek Crossing & 8" Drop Connection	LS	1.00	\$14,275.00	\$14,275.00	1.00	0.00	1.00	\$14,275.00	\$0.00	0.00	\$14,275.00	\$0.00	100.00%
Grand Totals					\$212,884.00				\$212,884.00	\$0.00	\$0.00	\$212,884.00	\$0.00	100.00%



AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

City of Brandon Hwy 471
Sewer Line Extension

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: (Name and address)

City of Brandon, MS
1000 Municipal Drive
Brandon, MS 39042

CONTRACT DATED: March 20, 2024

SURETY ☐

OTHER ☐

STATE OF: Mississippi

COUNTY OF: Simpson

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:

(Signature of authorized representative)

Jack Gratwick, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

June 26, 2024

Notary Public:

Madelynn Cliburn Zattoni

My Commission Expires:

January 29, 2028

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) ARCHITECT'S PROJECT NUMBER: OWNER ☐
City of Brandon Hwy 471 CONTRACT FOR: General Construction ARCHITECT ☐
Sewer Line Extension CONTRACTOR ☐
TO OWNER: (Name and address) CONTRACT DATED: March 20, 2024 SURETY ☐
City of Brandon, MS OTHER ☐
1000 Municipal Drive
Brandon, MS 39042

STATE OF: Mississippi

COUNTY OF: Simpson

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Payment of \$178,418.55 on Pay Application #1, payment of \$23,821.25 on Pay Application #2 and payment of \$10,644.20 on Pay Application #3 Final.

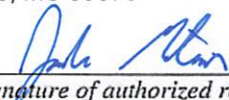
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY:


(Signature of authorized representative)

Jack Gratwick, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

June 26, 2024

Notary Public:


Madelynn Cliburn Zattoni

My Commission Expires:

January 29, 2028

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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P.O. Drawer 879
Florence, MS 39073-0879



Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY

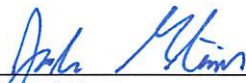
Owner: City of Brandon, MS
1000 Municipal Drive
Brandon, MS 39042

Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: City of Brandon Hwy 471 Sewer Line Extension

Completion Date: June 26, 2024

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.



Jack Gratwick
Project Manager

Subscribed and sworn to me this date:

26th day of June, 2024.



Notary, Madelynn Cliburn Zattoni

My Commission Expires January 29, 2028.



The difficult we do immediately, the impossible takes a little longer!

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K4179995A

PROJECT: Highway 471 Sewer Line Extension

TO (Owner)
City of Brandon
P O Box 1539
Brandon MS 39043

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: March 11, 2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Brandon
P O Box 1539
Brandon MS 39043

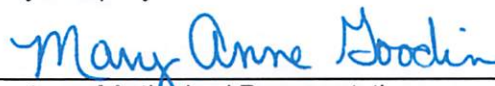
, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 26 day of June, 2024.

FEDERAL INSURANCE COMPANY

Surety Company


Signature of Authorized Representative

Mary Anne Goodin

Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA®
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ONE PAGE

FORM 15-10-87 (ED. 4-77)



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **9th day of April 2024**.

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **9th day of April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 26, 2024**



Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: HIGHWAY 18 HIGHWAY 468 SEWER FORCE MAIN REPLACEMENT PROJECT
PAY REQUEST 3

Asking for your consideration to approve Pay Request 3 in the amount of \$224,662.82 from Eubank Construction Company, Inc. for the Highway 18 Highway 468 Sewer Force Main Replacement Project and authorize payment of the same.

Pay Request 3 includes Change Order 1 which was approved by the Board on July 15, 2024.

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 – Pay Request 3

GL Code: 314-600-716

Funding: MDEQ MCWI Grant Program
MDEQ Agreement #: 58-2-CW-5.5

July 30, 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. 3

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request No. 3 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 \$224,662.82.

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

Contractor's Application for Payment No.

3

Application Period: 6/29/24 - 7/25/24		Application Date: 7/26/2024	
To (Owner): City of Brandon Brandon, MS 39042	From (Contractor): Eubank Construction Co, Inc.	Via (Engineer): Benchmark Engineering & Surveying, LLC 101 Highpointe Dr. B Brandon, MS 39042	
Project: Hwy 18 / Hwy 468 Sewer Forcemain Replacement		Contract:	
Owner's Contract No.:	Contractor's Project No.: A024012	Engineer's Project No.:	

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$1,140,083.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	\$7,831.43
1.1	\$7,330.73		3. Current Contract Price (Line 1 ± 2).....	\$	\$1,147,914.43
1.2	\$500.70		4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F on Progress Estimate).....	\$	\$904,034.85
			5. RETAINAGE:		
			a. 5% X \$813,672.73 Work Completed.....	\$	\$40,683.64
			b. 5% X \$90,362.12 Stored Material.....	\$	\$4,518.11
			c. Total Retainage (Line 5a + Line 5b).....	\$	\$45,201.74
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$858,833.11
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$634,170.29
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$224,662.82
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G on Progress Estimate + Line 5 above).....	\$	\$289,081.32
TOTALS	\$7,831.43				
NET CHANGE BY CHANGE ORDERS	\$7,831.43				

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:

7/30/24

Payment of: \$ 224,662.82
(Line 8 or other - attach explanation of the other amount)

is recommended by: 7-30-24
(Engineer) (Date)

Payment of: \$ 224,662.82
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Brandon - Hwy 18 - 468 Sewer Force Main Replacement

3

Application Period: June 29, 2024 - July 25, 2024

7/26/2024

A		B		C	D	E	F	G	H		I	
Bid Item No	Item Description	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)
		Contract Quantity	Unit Price									
1	Mobilization	1	LS	35,000.00	\$	35,000.00				\$35,000.00	100.0%	\$ -
2	Silt Fence	1850	L/F	5.00	\$	9,250.00	1548	\$7,740.00		\$3,740.00	83.7%	\$ 1,510.00
3	20" Walltes	160	L/F	25.00	\$	4,000.00	100	2,500.00		\$2,500.00	62.5%	\$ 1,500.00
4	Excess Excavation, FM, AH	200	CY	6.00	\$	1,200.00	91	\$798.00		\$1,344.00	112.0%	\$ (144.00)
5	Select Bedding Material, FM, AH	200	CY	25.00	\$	5,000.00	91	2,275.00		\$3,325.00	112.0%	\$ (600.00)
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	L/F	350.00	\$	8,750.00						\$ 8,750.00
8	24" SDR-18 Sanitary Sewer Force Main Pipe (Open Cut	1393	L/F	281.00	\$	391,433.00	60	1070	1130	\$300,670.00	81.1%	\$ 73,903.00
9	24" SDR-18 Sanitary Sewer Force Main Pipe (In Steel C	430	L/F	290.00	\$	124,700.00	160	246	406	\$46,400.00	94.4%	\$ 6,960.00
10	36" Steel Casing (Bored)	430	L/F	600.00	\$	258,000.00	406		406	\$243,600.00	94.4%	\$ 14,400.00
11	Removal and Capping of Existing Sanitary Sewer Force	1	LS	34,000.00	\$	34,000.00						\$ 34,000.00
12	Ductile Iron Fittings	16500	LBS	12.00	\$	198,000.00	1100	5174	6274	\$62,088.00	38.0%	\$ 122,712.00
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 Fi	43	L/F	150.00	\$	6,450.00						\$ 6,450.00
15	Removal of Existing 12" DI FM Pipe (Includes any/all Fi	12	L/F	150.00	\$	1,800.00						\$ 1,800.00
CO Item 1.1	Force Main Adjustment	1	LS	7,330.73	\$	7,330.73				\$7,330.73	100.0%	\$ -
CO Item 1.2	Test Station Installation	3	EA	166.90	\$	500.70						\$ 500.70

\$ 1,147,914.43

\$368,121.00 \$445,551.73

90,362.12 \$904,034.85

78.75%

\$ 243,879.58

Stored Material Summary

Contractor's Application

For (Contract):											
Brandon - Hwy 18 - 468 Sewer Forcemain Replacement											
3											
Application Period: June 29, 2024 - July 25, 2024											
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G 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	\$209,381.60			7/2024	\$174,396.32	\$34,985.28
12				24" Bell Joint Restraint for C900	6/2024	\$20,202.70			7/2024	\$11,696.30	\$8,506.40
12				24" MJ DI 45 Degree Bend	6/2024	\$23,886.90			7/2024	\$11,943.45	\$11,943.45
12				24" x 18" MJ DI Reducer	6/2024	\$2,369.51			7/2024	\$5,553.95	\$2,369.51
12				24" MJ DI 90 Degree Bend	6/2024	\$11,107.90			7/2024	\$5,553.95	\$5,553.95
12				24" MJ DI 22.5 Degree Bend	6/2024	\$16,199.84			7/2024	\$4,049.96	\$12,149.88
12				24" MJ DI 11.25 Degree Bend	6/2024	\$3,096.45			7/2024		\$3,096.45
12				24" MJ DI Long Sleeve	6/2024	\$3,293.05			7/2024		\$3,293.05
12				18" MJ DI Long Sleeve	6/2024	\$1,966.00			7/2024		\$1,966.00
12				12" MJ DI Long Sleeve	6/2024	\$924.02			7/2024		\$924.02
12				12" MJ x FL Gate Valve	6/2024	\$2,735.00			7/2024		\$2,735.00
12				Short Cast Iron Valve Box 18" to 24"	6/2024	\$73.13			7/2024		\$73.13
12				12" Wedge Action MJ Restraint for PVC	6/2024	\$310.00			7/2024		\$310.00
12				12" Flange Pack	6/2024	\$110.00			7/2024		\$110.00
12				24" x 12" SS Tapping Sleeve	6/2024	\$2,346.00			7/2024		\$2,346.00
Totals						\$298,002.10				\$207,639.98	\$90,362.12



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY DEARMAN, PUBLIC WORKS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: CORNERSTONE GRANTS FERRY PKWY WATERLINE EXTENSION
RAILROAD CONTRACT APPROVAL
MERIDIAN SPEEDWAY, LLC

Asking for your consideration to approve the attached railroad contract from Meridian Speedway, LLC, authorize the Mayor to execute the same, and authorize payment of the contract fee in the amount of \$9,375.00 for the Cornerstone Grants Ferry Parkway Waterline Extension Project.

This contract with Meridian Speedway, LLC, will allow the City of Brandon to extend the waterline from the West side of the RR tracks along Trickhambridge Road to the new Cornerstone Water Well site.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

- Meridian Speedway, LLC – Pipeline Crossing Contract 23-15239(RL)

GL Code: 400-673-601

Funding: WSOM

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this July 24th, 2024, by and between **MERIDIAN SPEEDWAY, LLC**, a Delaware limited liability company, called herein "Railway Company", and , and **CITY OF BRANDON**, to be addressed at 1000 Municipal Drive, Brandon, MS 39042, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed water pipeline under Railway Company's tracks and right-of-way at Mile Post VM 78.17 (Meridian Subdivision) Brandon (Rankin County) MS, the course of the pipeline being described as follows:

As indicated on print of drawing no. 23-15239 dated 10-31-2023, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 12" x 104' PVC having a minimum wall thickness of 0.733" and a minimum yield point of 235 PSI and shall be encased in a 24" x 104' Steel having a minimum wall thickness of 0.406" and a minimum yield point of 35,000 PSI. Maximum operating pressure of the pipeline shall not be greater than 150 PSI. Licensee expressly agrees that its under-track installation shall be by Conventional Dry Bore method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 76°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 18.6' below the bottom of Railway Company's base of rail and at a minimum depth of 15.2' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F.R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this

Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as

possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES**

OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee shall have the right to self-insure against perils and liabilities for which it would otherwise be required to obtain insurance under the terms of this Agreement. If Licensee elects to self-insure against certain perils and/or liabilities against which it would otherwise be required to obtain a policy of insurance under this Agreement, then for purposes of this Agreement, Contractor shall be deemed to hold insurance against such perils and/or liabilities in the minimum amounts of insurance which Licensee is otherwise required to maintain under the terms of this Agreement. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway

Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

FOR THE PURPOSES OF THIS REQUIRED INSURANCE SECTION, IT IS UNDERSTOOD AND AGREED TO BY BOTH LICENSEE AND RAILWAY COMPANY THAT THE LICENSEE IS TOTALLY SELF-INSURED AND AS A SELF-INSURED MUNICIPALITY CANNOT ISSUE A CERTIFICATE OF INSURANCE. LICENSEE SHALL REQUIRE IT'S CONTRACTOR AND/OR SUBCONTRACTOR, UTILIZED IN PERFORMANCE OF THIS AGREEMENT, TO PROVIDE AND MEET THE INSURANCE REQUIREMENTS REQUIRED IN THIS SECTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

MERIDIAN SPEEDWAY, LLC

By: _____

Title: _____

Date: _____

CITY OF BRANDON

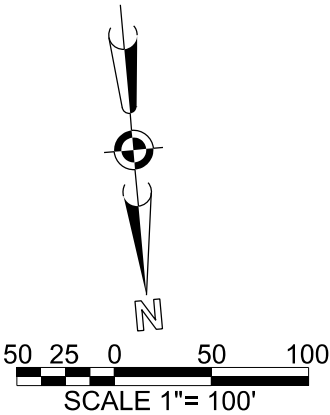
By: _____

Title: _____

Date: _____

TO MERIDIAN, MS

TO VICKSBURG, MS



APPROVED PENDING SIGNAL DEPT ON-SITE BEFORE CONSTRUCTION. PLEASE CONTACT WILSON & COMPANY FOR INSTRUCTIONS ON REQUESTING SIGNAL LINE LOCATES AT: [KCS.WILSONCOMPANY.UTILITY.IC@WILSONCO.COM](mailto:kcs.wilsoncompany.utility.ic@wilsonco.com)

ONCE THE CONTRACTOR HAS BEEN NOTIFIED THAT THE SIGNAL WIRES HAVE BEEN LOCATED, THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE MARK-OUTS OR REFERENCE POINTS.

NOTE: (1) WATER PIPELINE CROSSING

NOTE: IN CASE OF EMERGENCY CONTACT KCS CRITICAL INCIDENT DESK IMMEDIATELY AT 877-527-9464.

SPECIFICATIONS:

	CARRIER	CASING	INSTALLATION DETAILS
CONTENTS:	WATER PIPELINE	WATER PIPELINE	METHOD OF INSTALLATION: DRY JACK AND BORE
LENGTH OF PIPE ON RW:	104'	104'	BURY: BASE OF RAIL 18.6'
OUTSIDE DIAMETER:	12"	24"	BURY: (NOT BENEATH TRACKS) 15.2'
PIPE MATERIAL:	PVC, C-900 CLASS 12454, SDR	STEEL	BURY: (ROADWAY DITCHES) 15.2'
MIN. YIELD STRENGTH:	N/A	35,000 PSI	CATHODIC PROTECTION: N/A
WALL THICKNESS:	0.733"	0.406"	CASING VENTED: N/A- VENTS ABOVE SURFACE: N/A
WORKING PRESSURE:	150 PSI	N/A	NUMBERS OF VENTS: N/A
TYPE OF JOINT:	BELL	WELDED	SEALS: BOTH ENDS: N/A TYPE: N/A
COATING:	N/A	COLD TAR ENAMEL	PARALLEL DISTANCE FROM CL OF TRACK: N/A

KANSAS CITY SOUTHERN
RAILWAY COMPANY



Date:	10-31-2023	APPROVED BY:
Drawn By:	SLT	
Checked By:	JJY	Map #: V2/19
Company:	WILSON & COMPANY, INC.	
Sheet No:	1 of 1	KCS FILE NO: 23-15239
Scale:	1" = 100'	

EXHIBIT "A"

PROPOSED UNDERGROUND
WATER PIPELINE CROSSING FOR
CITY OF BRANDON
AT MP 78.173
MERIDIAN SUBDIVISION
BRANDON, MS (32.289899, -89.951810)

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the express understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: AUGUST 5, 2024
SUBJECT: SHILOH PARK EWP BANK STABILIZATION
CHANGE ORDER 2

Asking for your consideration to approve Change Order 2 from Cain, Inc. for an increase of 35 days in contract time for the Shiloh Park EWP Bank Stabilization Project.

Change Order 2 is a request for an increase of 35 days in contract time due to weather delays and project staking.

Thank you for your consideration in this matter. Please let me know if you have any questions.

ATTACHMENTS:

- Shiloh Park EWP Bank Stabilization Change Order 2

CONSTRUCTION CONTRACT MODIFICATION

Change Order No.: Two **Date:** July 19, 2024 **WEI No.:** 22315
Name of Project: Brandon Shiloh Bank Stabilization (EWP) NRCS
Owner: City of Brandon, MS
Contractor: Cain, Inc.
Agreement Date: April 18, 2024 **Contract Time:** Seventy (70) Calendar Days
Contract Start Date: May 8, 2024 **Original Completion Date:** July 17, 2024
Contract Time (Increased) (Decreased) By: Thirty Five (35) **Calendar Days**
Revised Contract Completion Date: August 23, 2024

BREAKDOWN OF PROPOSED CHANGE

ITEM NO.	ITEM DESCRIPTION	ITEM UNIT	UNIT PRICE	CONTRACT QUANTITY	REVISED FINAL QUANTITY	CHANGE ORDER QUANTITY	CHANGE ORDER AMOUNT
234-F001	Turbidity Barrier	LF	\$21.00	480	0	-480	(\$10,080.00)
203-EX040	Borrow Excavation, AH, LVM, Class B-9	CY	\$15.00	1,400.00	2,072.00	672	\$10,080.00

Project Total: **\$0.00**

STATEMENT OF JUSTIFICATION:

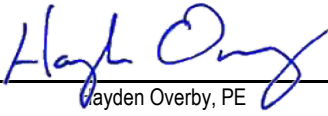
It was determined that the turbidity barrier was not required for erosion control on the project, but additional Borrow Excavation material is needed.

Total Change - (Increase)(Decrease)	\$0.00		
Original Contract Amount	\$ 199,910.00	Original Contract Time	70
Contract Amount Revised by Previous Change Order	\$ -	Total Change	35
Proposed Revised Contract Amount	\$ 199,910.00	Revised Contract Time	105

Requested By: City of Brandon

By: Butch Lee **Title:** Mayor **Date:** _____

Recommend By: Waggoner Engineers Inc.

By:  Hayden Overby, PE **Title:** Sr. Project Manager **Date:** 7/30/2024

Accepted By: Cain, Inc.

By: Nathan Landrum **Title:** General Manager **Date:** _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: SAM HAWKINS
DATE: 07/31/2024
SUBJECT: BROOKFIELD SUBDIVISION

Consideration to approve the development review application for Brookfield Subdivision (parcel #19E-2).

ATTACHMENTS:

1. 24-028 Brookfield Subdivision Preliminary Plat

Application # 24-028
Date Received: July 31, 2024
Subject Property: Parcel I9E-2
Applicant: S & S Builders of MS Inc



STAFF REPORT

CASE # 24-028

Project: Brookfield Subdivision

Project Type: Preliminary Plat

Subject Property: S & S Builders of MS Inc
13.8 Acres, Parcel No: I9E-2

Board of Aldermen: August 5, 2024

Zoning District: R-8 Suburban Medium Density Neighborhood

Ward: 5 - Middleton

Overview:

Consideration of a preliminary plat for the Brookfield subdivision.

The Board of Aldermen approved the rezoning request to R-8 on June 17, 2024. The Brookfield is a development of (34) single-family residential lots on (14.21 acres).

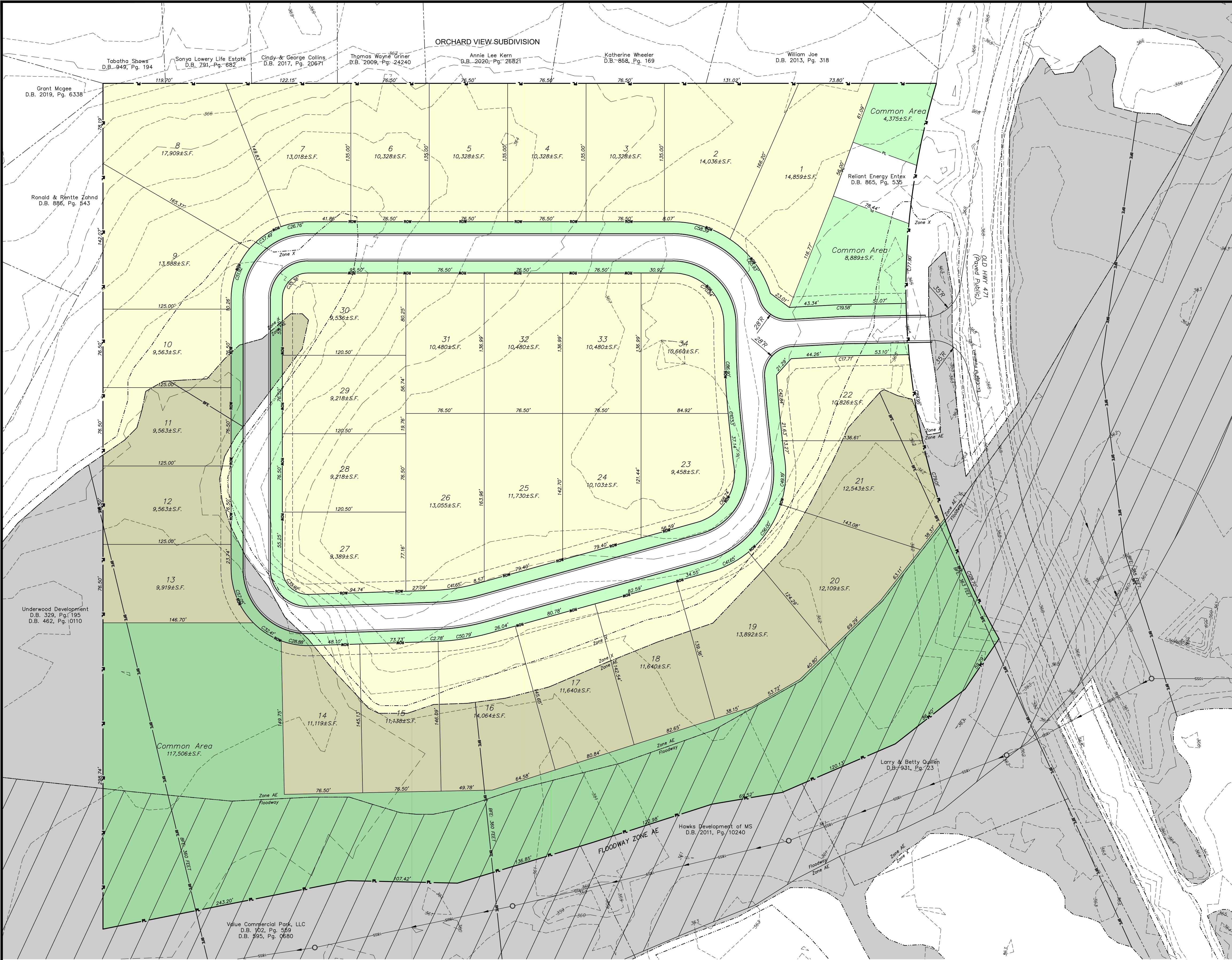
Staff Recommendation:

Staff has reviewed this preliminary plat and it meets the minimum standards for development as required by both the zoning ordinances and development ordinances. The proposed preliminary plat is consistent with the R-8 . The Staff recommends approval of the preliminary plat with the following adjustments: 1. Following preliminary plat approval, staff will review construction drawings for compliance with applicable codes and ordinances prior to permitting the construction of the subdivision. 2. Any comments from the staff will be delivered to the Engineer of Record in the form of a letter and a meeting will be held to confirm all corrections have been made prior to any construction.

Report Prepared By: Sam Hawkins, Community Development Director and Beth Johnson, Office Manager

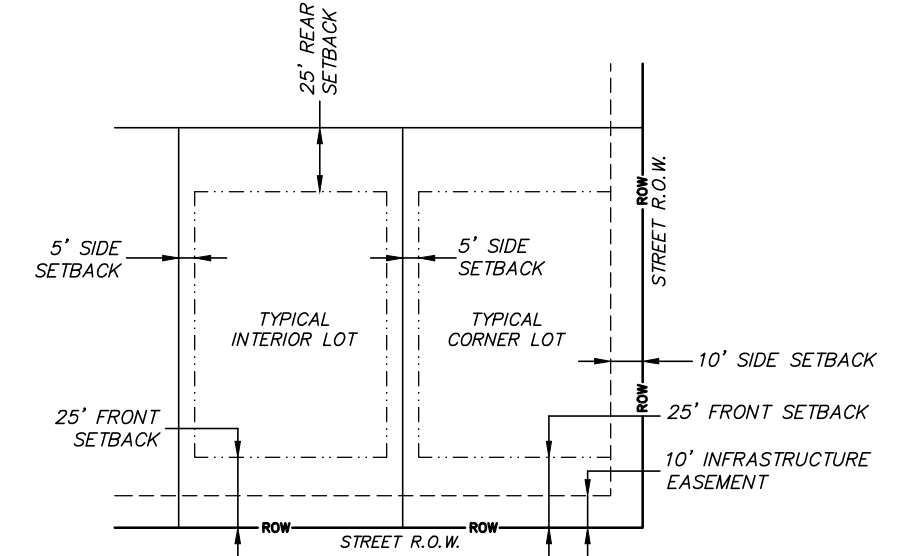
Exhibits:

- A) Preliminary Plat
- B) Draft Covenants
- C) Supplemental Documents



VICINITY MAP

- LEGEND
- COMMON AREA/GREEN SPACE
 - FLOOD ZONE "AE"
 - FLOODWAY



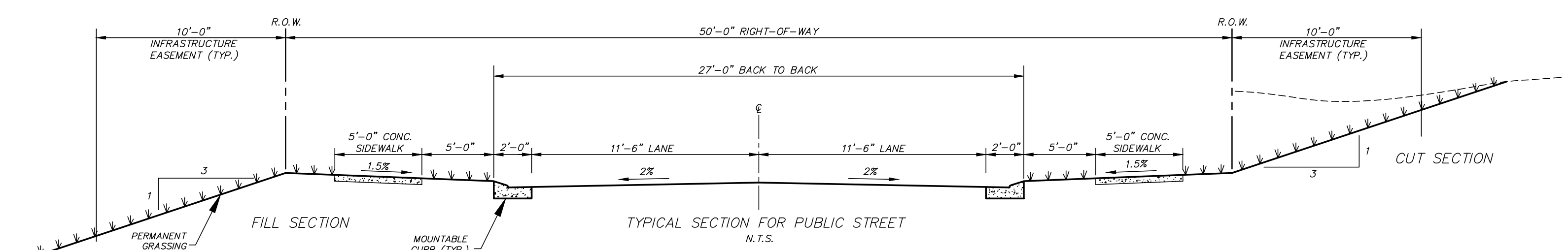
TYPICAL LOT DETAILS WITH SETBACKS

NOTES: SETBACKS ON COMMON LOT LINES SHALL BE MEASURED OFF OF THE EASEMENT WHERE PRESENT.

GENERAL PROJECT INFORMATION & NOTES:

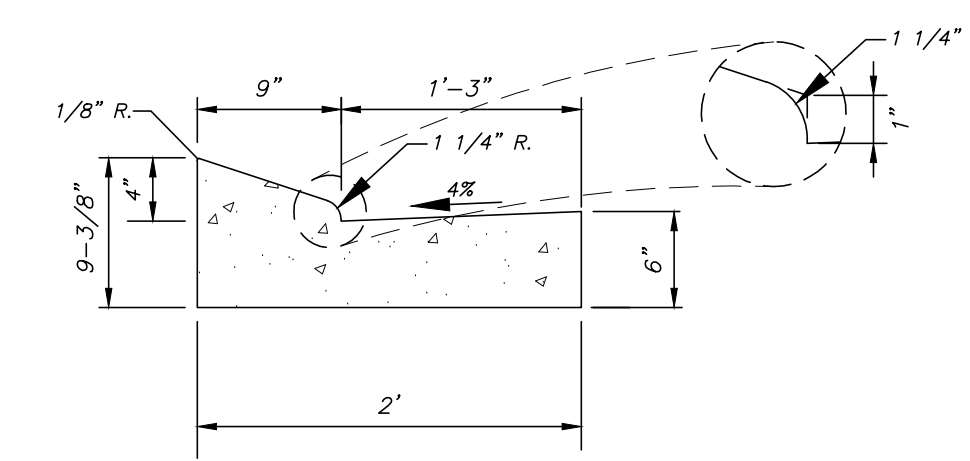
TOTAL ACREAGE - ±13.78 AC
CURRENT ZONING - NC, NEIGHBORHOOD CENTER
PROPOSED ZONING - R-B, SUBURBAN MEDIUM DENSITY
TYPICAL LOT DIMENSIONS: 76.5' X 125'
MINIMUM LOT AREA REQUIRED: 8,000 SF
MINIMUM LOT AREA PROPOSED: 9,218 SF
MINIMUM SETBACK REQUIREMENTS:
FRONT - 25'
SIDE - 5'
REAR - 25'
TOTAL LOTS - 34
RIGHT-OF-WAY - 50'

- NOTES:
- EXACT LOCATION, SIZES AND INVERTS FOR WATER, SEWER & STORM DRAIN INFRASTRUCTURE TO BE DETERMINED DURING PREPARATION OF CONSTRUCTION PLANS SHOULD THE PRELIMINARY PLAT BE APPROVED.
 - THIS PARCEL IS LOCATED IN FLOOD ZONE "X" (NOT SHADED), "X" (SHADED) & "AE" ACCORDING TO FLOOD INSURANCE RATE MAP NO. 28121C0211F, COMMUNITY PANEL NO. 280143 0211 F, EFFECTIVE DATE JUNE 9, 2014 & NO. 28121C0152F, COMMUNITY PANEL NO. 280143 0152 F, EFFECTIVE DATE JUNE 9, 2014.
 - CONSTRUCTION PLANS AND PRELIMINARY PLAT SHALL COMPLY WITH ALL CURRENT CITY AND STATE ORDINANCES AS APPLICABLE.
 - THIS PLAT IS PRELIMINARY AND NOT INTENDED TO BE A FINAL PLAT. LOT LINES ARE SUBJECT TO CHANGE PROVIDED MINIMUM REQUIREMENTS OR ORDINANCES ARE MET.

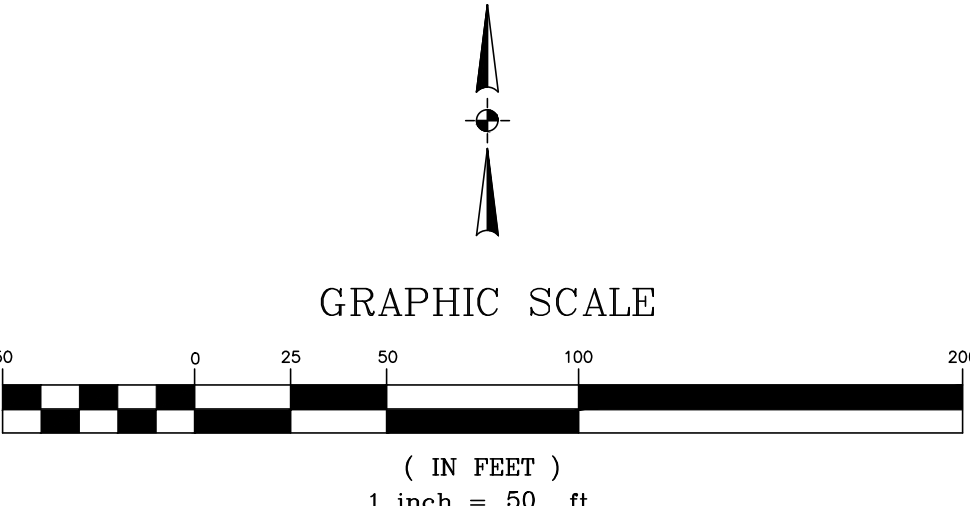


TYPICAL SECTION FOR PUBLIC STREET
N.T.S.

NOTE: TYPICAL SECTION SHOWN IS FOR DIMENSIONAL PURPOSES ONLY. THE PAVEMENT SECTION WILL BE DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS FOR THIS SITE. PAVEMENT STRUCTURE WILL BE INCLUDED WITH CONSTRUCTION PLAN SUBMITTAL.



SECTION OF MOUNTABLE CURB AND GUTTER



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

REVISIONS:	

DATE: 12/5/23
DRAWN: STP
CHECKED: GAB
SCALE: 1"=50'
REF C/L:
EG SURFACE:
FG SURFACE:

PROJECT LOCATION:
OLD HIGHWAY 471
CITY OF BRANDON, MISSISSIPPI
CLIENT:
SCOTT MAY
1948 FLORENCE BYRAM RD., FLORENCE, MS 39073

SHEET NUMBER
1 of 1
PROJECT NUMBER
B-10221

April 11, 2024

Mr. Sam Hawkins
Community Development Director
1000 Municipal Drive
Brandon, MS 39042

RE: Brookfield
Flood Zone Impacts
Benchmark Project #: B-10221

Mr. Hawkins,

Brookfield is a proposed residential development located on Old Highway 471 in the city limits of Brandon (Parcel I9E-2) and covers approximately 14 acres. The property is located in Flood Zone "X" (not shaded), "X" (shaded), "AE" and Floodway according to flood insurance rate map No. 28121C0211F & 28121C0192F with base flood elevations ranging from ± 360 -363 along the southern portion of the property. The south property line is situated along the centerline of Terrapin Skin Creek. The City's ordinance requires finished floor elevations to be a minimum of 2' above the base flood elevation for lots located in the flood zone, so fill material will be needed in the flood zone to ensure ordinances are met. A hydraulic model of Terrapin Skin Creek in its existing state was compared to a post-construction model that included a finished grade surface of the proposed development to determine what impacts placing fill in the flood zone would cause. After carefully analyzing the data, it was determined that benching out Terrapin Skin Creek on the north side by cutting down 2'-3' from the top bank and gently sloping that grade to the north would offset the filled area of the flood zone causing no rise in the base flood elevation. With the proposed improvements to Terrapin Skin Creek mentioned, the proposed construction of Brookfield would cause no negative impacts to surrounding properties nor cause the base flood elevation to rise.

Should this project be approved/rezoned, we will prepare the construction plans to meet all City ordinances as is always required and make further engineer adjustments should they be necessary to do so. Please advise should you have any questions or need any more information.

Sincerely,



Blake Alford, P.E.
Benchmark Engineering & Surveying, LLC
balford@benchmarkms.net

PROTECTIVE COVENANTS
BROOKFIELD SUBDIVISION

THE UNDERSIGNED, S&S Builders of Mississippi, LLC, being the owners of more than fifty percent (50%) of the lots in Brookfield, Subdivision present these protective covenants for Brookfield Subdivision.

Lots One (1) through Sixty (60), inclusive, a subdivision according to a map or plat of record in the Office of the Chancery Clerk in Brandon, Rankin County, Mississippi

SECTION ONE (1)

1. All of the lots in Brookfield, shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any of the above described lots in said subdivision other than single family dwellings, not exceeding two (2) stories in height above the first floor building foundation, together with a garage and a permitted small, one- story, detached accessory building. All buildings erected on any of the above described lots shall be of new construction. No log homes on any kind will be allowed. All accessory buildings must be of like material as the main dwelling.
2. Any builder or owner of a residential area or lot, that is being built upon shall, during the time of construction be required to weekly clean the majority of debris off the lot that is being built on in order to keep a scenic or natural look of the general area. Further, no trash, debris, trees or underbrush cleaned off one lot may be moved onto another lot nor allowed to remain on lot being cleared for a length of time exceeding thirty (30) days. Any person not removing the trash from the lot within thirty (30) days will be required to repay S&S Builders of Mississippi, LLC the cost of removing the trash from said lot.
3. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals (not to exceed three consecutive weeks between mowing) by the lot owner, so as to maintain the same in a neat and attractive manner. Trees, shrubs and plants which die shall be promptly removed from such lots. The above restrictions apply to all lots purchased before and after a home is built in Brookfield. S&S Builders of Mississippi, LLC or Brookfield Home Owners Association may at its option and in its discretion, have a dead tree or trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse S&S Builders of Mississippi, LLC for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien against said property.
4. No building or structure upon any lot may be permitted to fall into disrepair. Buildings must at all times be kept in good condition, adequately painted or otherwise finished. Owner or occupant of property shall correct any such condition of disrepair. Failure to-do so within sixty (60) days of notification to remedy the condition by S&S Builders of Mississippi, LLC

or its successor, may remedy the condition. The cost of same shall constitute a lien upon such property.

5. No residence shall be located on any of the above described lots in Brookfield, closer than thirty (25} feet to the front property line of said lot, except residence on cul-de-sac shall be set back thirty (25) feet from street right of way cul-de-sac arc. Every residence shall face the street on which the lot faces. No building shall be erected or located closer than eight (5) feet to an interior lot line. No building shall be erected or located closer than eight (25) feet to the back property line. All buildings must be served with underground utilities.
6. No one story dwelling house or residence shall be erected or maintained upon any of said lots in Brookfield containing less than eighteen hundred (1800) square feet. If a two story house is built the minimum square footage of ground floor will be fifteen hundred (1500) square feet.
7. All dwellings constructed on any of the aforesaid described property with pier and curtain foundation shall have a curtain wall of brick extending around the entire house.
8. Only one residence shall be erected and maintained at any time upon of the above described lots. However, nothing in any of these restrictions shall be construed as prohibiting the owner of two or more contiguous lots from erecting one residence only thereon and locating the same as if said contiguous lots were but one single lot.
9. S&S Builders of Mississippi, LLC retains for itself, its successors or assigns, the right of absolute architectural control including site plan approval. The intent of this clause is to permit S&S Builders of Mississippi, LLC, its successors and/or assigns to control the compatibility of architectural design of improvements in the said subdivision by vesting in it the authority to approve or reject all plans and building specifications prior to the start of construction. In the exercise of this authority, no more than three (3) basic wall materials will be approved for use on the front of any residence to be constructed on any lot, except in unusual cases and then solely at the discretion of S&S Builders of Mississippi, LLC, its successors or assigns. Also, not more than four (4) colors may be used on the front of any residence constructed on any of said lots and, at its option, S&S Builders of Mississippi, LLC, its successors or assigns, reserve the right of review and approve exterior color schemes. In order to carry out the intent of this clause, no improvements of any character shall be erect or the erection begun, nor shall any changes be made in the exterior design thereof after the original construction on any lot, until the site plan, house plans and building specifications have been submitted to S&S Builders of Mississippi , LLC, its successors or assigns, for review and approval or disapproval.

NO CONSTRUCTION SHALL BE STARTED UNTIL PLANS

AND SPECIFICATIONS HAVE BEEN MADE TO CONFORM

TO THE REQUIREMENTS OF S&S BUILDERS OF MISSISSIPPI , LLC AND OR THE

ARCHITECTURAL REVIEW COMMITTEE (referred to hereafter as the ARC) AND APPROVED IN WRITING.

In the event S&S Builders of Mississippi, LLC, its successors or assigns, fail to approve or disapprove the plans and building specifications within thirty (30) days after such plans and specifications have been submitted for review, or in any event if no suit to enjoin the erection of improvements, or the making of such alterations have been commenced prior to the completion thereof, such approval shall not be required and all this covenant shall be deemed to have been fully completed with this architectural control authority of S&S Builders of Mississippi, LLC, its successors or assigns.

All roofing used on any dwelling in the Subdivision shall be architectural grade or better, the color thereof to be approved in advance by the ARC. Main roof pitch must be 8:12 or greater. The front eave must be 9 feet or higher from the underside of the fascia board to the finish floor unless otherwise approved by the ARC.

10. Landscaping requirements: Each lot shall (1) be sodded over and across the entire front and side yards; (2) have ample plantings and landscaping in the front yard; (3) Pine straw mulch is the only allowable mulch. No unsightly planting shall be allowed, as an emphasis shall be placed on the use of high quality landscaping and planting materials throughout the Subdivision. All landscaping plans must be approved in writing by the ARC.

11. Each residence shall be provided with off-street parking in the form of a concrete drive extending from the street pavement on which the residence faces to the garage. All garages must have a minimum of two (2) car (full size) attached garage and the garage shall be closed at all times except for actual entry and exit of the car or cars. **No Garage** shall be converted to use other than as originally constructed unless a replacement garage is constructed if approved in writing by the ARC. All houses must have concrete walks extending to the driveway or to the street and sidewalks. Prior to completion of residence, each lot owner will construct a four (4) foot wide concrete sidewalk two (2) feet from the back of curb along all street frontages. Each such sidewalk shall be scored at four (4) foot intervals and shall be constructed of broom finish concrete four (4) inches in thickness with a slope of one fourth (1/4) inch per foot. The initial construction and subsequent existence of the sidewalk shall constitute the granting of permission for use of the sidewalk to any and all persons who use it in a safe and reasonable manner. Any damage by the county will be fixed or repaired by HOA.

12. No fence shall be placed on any lot closer to the front property line than ten (10) feet behind the front corners of the house of said lot. It must be wood. It must be six foot good neighbor wood fence with six (6) by six (6) inch post with French gothic cap with standard fascia. The back and side fence must be a minimum six (6) foot wood privacy fence. Should a hedge, shrub, tree, flower, or other planting be so placed, or afterward grow so as to encroach upon adjoining property, such encroachment shall be promptly removed upon request of owners of adjoining property. Further, each residence will be expected to have a designated and visual

screened area for the keeping of garbage cans or other trash containers, the same to be subject to approval by the Developer or its representative (s). In all cases trash cans, cans or trash of any kind must be kept in the back yard or garage and out of view of all adjoining lots and the street.

13. All improvements located upon the above described lots (including fences) shall be painted upon erection as approved by the ARC or its representative (s), unless they are constructed of material such as brick, wood, etc. which do not require painting.
14. No outside cloths lines shall be erected or maintained on any lots, nor shall laundry be hung where exposed to view by the public nor side or rear neighbors.
15. The keeping, maintaining or storing of a mobile home, trailer or pre-fabricated home, either with or without wheels, on any parcel of property covered by these Declarations is prohibited. A motorboat, houseboat, ski motorized craft or other similar waterborne vehicle, travel trailer, motor home, or other major piece of recreational equipment may be maintained, stored or kept on any parcel of property covered by the Declarations, only if parked completely within a garage or within a structure which has been approved in writing by the ARC or its representative (s). Under no circumstances shall such items be maintained, stored or kept on any streets or rights of way within this development. No trailer of any kind, whether loaded or unloaded may be parked in the street or in the driveways except for unloading or loading and then only for a short period of time, not to exceed two days.
16. No obnoxious or offensive trade or activity shall be carried on the above described lots nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.
17. Notwithstanding anything herein contained, any of said lots, or parts thereof may be used in the laying out and construction of a street or streets, and embraced in the right of way thereof, and used as such.
18. No fire arms, archery, archery equipment or other devices of a similar nature may be classified as weapons shall be operated on any lots in the subdivision.
19. The undersigned reserves the right and authority to promulgate and enforce safety and welfare rules and regulations in that area in Rankin County known as Brookfield.
20. No basketball goal, soccer goal, volleyball, net, trampoline or similar sports equipment shall be placed on any other than in the back yard thereof. Basketball goals, soccer goals, volleyball nets(s), trampoline(s) or similar sports equipment are strictly prohibited from being placed in the front or side yard of any lot or on any driveway or street in the Development. No political, advertising or other signs of any type, except those advertising the property "For Sale" shall be placed on any lot. No lots will have "For Rent" signs visible from the street.

The size and design of all signs, numbering for the Lot, and other such materials shall be approved by S&S Builders of Mississippi, LLC and shall display continuity and conformity throughout the Subdivision.

21. The undersigned and/or its heirs, successors or assigns assume no responsibility or liability for accidents, illness, drowning or damages of any kind or character occurring on property belonging to the undersigned and/or its heirs, successors or assigns in Rankin County known as Brookfield.
22. Notwithstanding anything herein to the contrary, any lot or portion thereof may be temporarily used by Developer for the purpose of laying out and constructing streets in the Development without being liable to any lot owner for damages in connection therewith.
23. Each lot owner hereby covenants and agrees to fully and completely comply with any and all plans submitted by and environmental permits issued by Developer in connection with the construction and development of Brookfield, including with limitation the Storm Water Pollution Prevention Plan (SWPPP) for the Mississippi Department of Environmental Quality (MDEQ) as required in the State of Mississippi's Construction Storm Water General NPDES Permit. Each lot owner hereby warrants, represents, covenants and agrees that he, his contractors and subcontractors shall take all necessary measures to prevent or mitigate sediment from leaving the individual lot which he owns, including the installation of silt fencing, and will maintain the lot which he owns in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continued through the establishment of permanent vegetative cover. Each lot owner further acknowledges and agrees that Developer is not responsible for damages which may be suffered by such lot owner, his contractors and subcontractors and each lot owner hereby agrees to hold Developer harmless for any such damages sustained in connection therewith. In the event a lot owner fails to comply with this paragraph in any manner, the Developer or Homeowners Association', without notice, shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the lot owner shall be entitled to immediately correct or repair any non-conformance or non-compliance, and the lot owner shall immediately, upon demand, pay the developer or Homeowners' Association" and all costs and/or fees, plus an administrative fee of twenty percent (20%) thereon, incurred by the Developer or Homeowners Association', in correcting or repairing any non-compliance or non-conformance. Any and all charges and administrative fees incurred by the Developer or Homeowners Association' pursuant to this Paragraph shall constitute a lien against such owner's lot until charges and administrative fees are paid in full, which lien shall be subject to foreclosure and enforcement in an action brought by the Developer or Homeowners' Association'. -
24. If the owner of any lot subject to these covenants, or its successors in title, or any of them, their assigns or devisees, shall violate or attempt to violate any of the covenants herein, its successors or assigns or any other person, persons or entity violating or attempting to violate any such covenant, in such event the owner of the lot or lots causing or permitting this

violation of these covenants shall pay all attorney fees, court cost and other necessary expenses incurred by the person instituting such legal proceeding to maintain and enforce the aforesaid covenants, said attorney's fees to be fixed by the Court, and it is further agreed that the amount of said attorney's fees, Court cost and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon such land, as to the date legal proceeding were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such covenants in the same manner as other liens upon real estate.

25. Invalidation of any of these covenants by judgment or court decree shall in no way effect any of the other provisions which shall remain in full force and effect.
26. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any part of any property within the development. Rankin County has and enforces leash laws. No resident shall allow pets of any kind to roam freely. All household pets shall while outside be kept either on proper leashes or within fences or electronic invisible fencing. No residential lot or single building unit shall be used to keep or maintain more than two dogs or two cats of any age older than six months of age. Hounds, beagles and various other dogs generally recognized as hunting and/or trailing dogs are expressly limited to a maximum of one per residential lot and then only if such dog does not become a nuisance to other lot owners. Pit bulls and ferocious or vicious dog breeds are expressly prohibited.
27. No dog pens shall be erected except those that might be totally concealed from the roads in said subdivision and from lots adjoining said lot or lots.
28. No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors, boats, vehicles unable to move under their own power or trucks larger than one (1) ton pickup trucks shall be permitted to be parked or left standing overnight on any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots. Further NO (cars, trucks etc....) shall be left parked in the front yard or on the street in front of the house.
29. NO junk of any kind or character or any accessories, parts or objects used with cars, boats, buses, trucks, house trailers or the like shall be kept on any parcel of the lot other than in an enclosed building.
30. Inoperative vehicles or appliances may not be abandoned in or on any lot in Brookfield. Inoperative vehicles are defined as any vehicle which meets one or more of the following: (1) Not tagged. (2) Does not have an engine in proper working order. (3) Does not have all four tires on and aired up. (4) Body needs repair customarily done by a body shop and (5) It obviously is not an asset to the surroundings.

31. All pools must be approved in writing by the ARC. Above ground pools are expressly prohibited. No mechanical equipment such as a filter system or vacuum system for swimming pools, etc., shall be located so as to be visible from the street. No air conditioning compressor may be located on the front of any structure facing the street.
32. No antenna for transmission or reception of television or radio signals will be allowed. However, concave dishes or receivers for reception of satellite signals, commonly referred to as satellite dishes not to exceed 30 inches (30") in diameter may be installed to the rear of the main residence but may not be installed in the front of the residence or beside the residence. No radio or television signals nor any other electromagnetic radiation shall be permitted to originate from any lot which may unreasonable interfere with the reception of television or radio signals upon any other lot.
33. There shall be no out building of any kind constructed or placed on any lot that does not have the approval of S&S Builders of Mississippi, LLC, its successors or assigns. S&S Builders of Mississippi, LLC, its successors or its assigns cannot approve of any type structure that does not have all the characteristics of the owner dwelling with the one exception of not being required to have brick walls. The kind of roof, the pitch of the roof, the eaves, the windows, and the entire structure must have the same characteristics as the house with the one exception mentioned above being allowed. When allowed the setbacks for the out building will be the same as for the house.
34. The design of the mailboxes and their support post will be furnished by S&S Builders of Mississippi, LLC. There is a copy of the drawing attached to these covenants described as Exhibit "A". Builders and Homeowners must use this design. You may obtain your mail box from any vendor you choose but it must be exactly like the drawing in Exhibit "A".
35. No Occupancy by Any Registered Sex Offender. The occupancy of any Dwelling by a Registered Sex Offender shall be strictly prohibited. There shall be no occupancy of any Dwelling by tenant, lessor, guest, family member, spouse, roommate, co-owner, owner, or any other person who is registered as a sex offender in any State or who is required to be registered as a sex offender in any State.

SECTION TWO (2) HOMEOWNERS ASSOCIATION

36. Any Homeowners' Association shall not have authority nor any control over any lot owned by a homebuilder or the Developer until record title of said lot has been transferred to a party other than said homebuilder or the Developer, unless the lot is utilized by the homebuilder or Developer as their personal residence or rental property. The Homeowners Association will be organized and become effective at a time and date determined by the Developer in its sole discretion.

37. At any time following the filing of the final subdivision map or plat for the Development or any part thereof, title to a common area tracts as the Developer shall create shall be conveyed to and accepted by the Homeowners Association at the discretion of the Developer. Such common area tracts, as well as all amenities or improvements thereon, shall be for the benefit of all lots in the Development and shall be maintained by the Homeowners' Association. Subsequent to the title transfer of such common areas and any amenities or improvements thereon, including but not limited to any entrances, guard houses, green spaces, parks, buffer areas, lakes, ponds or drainage or detention systems, the responsibility and/or liability thereof shall be borne by the Homeowners' Association. All costs, including but not limited to maintenance expenses, insurance and real property taxes related to the property and common areas shall be borne exclusively by the Homeowners' Association. Amenities, and the like, will be built at the Developer's discretion, and upon Developer's time frame.
38. There is hereby created a lien in favor of the Homeowners® Association against each lot in the Development. By acceptance of a deed, the owner of each lot in the Development, other than Developer, hereby agrees to pay the Homeowners® Association the maintenance assessments or charges fixed or established by the Homeowners' Association from time to time. Such owner of a lot in the Development agrees that the assessment of fees, together with such interest thereon and costs of collection thereof, shall be a continuing lien upon each lot when said assessment is made, which lien shall be subject to foreclosure and enforcement in an action brought by the Developer or Homeowners Association (as the case may be.) Said assessment, together with costs of collection and interest as the legal rate on any past due amounts, shall also be a personal obligation of the lot owner.
39. Assessment Lien and Foreclosure: All sums assessed in the manner provided in this Paragraph 38 but unpaid, shall together with interest as provided in paragraph 38 hereof and the cost of collection, including attorney's fees as therein provided thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hand of the Owner, and such Owner's heirs, devisees, personal representatives, successor or assigns. The aforesaid lien shall be prior to any declaration of homestead and superior to all other liens and changes against the said Lot, except only for:
- A. All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof.
- B. All liens secured by amounts due or to become due under (1) any term Contract for Sale dated, or (2) any mortgage vendor's lien or deed of trust for record, prior to the date any Assessment became due and payable: and
- C, All liens including, but not limited to, vendor's lien, deeds of trust and other security agreements which secure any loan made by any lender to Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding on or remodeling any Improvements utilized for residential purposes.

40. Prior to the actual organization of the Association contemplated by the terms herein, Developer shall have the right, at its option, to perform the duties and/or assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the Homeowners Association in the same way and in the same manner as though all such powers and duties were herein given to Developer directly. Included in these rights is the right for the Developer to cause the Homeowners Association to be organized and/or chartered. Developer shall have the right to modify, amend, repeal, and/or change any of the terms of these protective covenants relating to Homeowners Association at any time prior to the actual organization of such Homeowners' Association.
41. The purpose of the Homeowners Association is to compel compliance with these covenants and to manage and financially support all common areas and easements created by Developer, as shown on the final plat(s), and to perform any and all other such duties and obligation as the Homeowners' Association may assume not inconsistent with any state or federal laws or ordinances or any covenants or restrictions contained herein.
42. The HOA shall have the right, ability and power to assess and levy fines against and upon its members and lot owners for any violation of the provisions in these covenants. These fines shall be limited to no more than Twenty-Five Dollars (\$25) per day (i.e., if an Owner is in violation for 30 days, the HOA may assess and levy a fine of up to \$25 multiplied by 30 days for a total of \$750). Fines shall not be assessed until twenty (20) days have passed since the member/lot owner received written notice of the particular covenant provision(s) that is/are being violated. Written notice shall be deemed to have been received by the member/lot owner on the day one of the following occurs: (1) written notice is personally delivered to any one of the owners of the particular lot; (2) any one of the owners of the particular lot signs and acknowledgment from the US Postal Service after the letter has been delivered by the US Postal Service by certified mail; or (3) written notice is sent via the US Postal Service by certified mail and the envelope is returned marked "Refused." By purchasing a lot bound by these covenants, a lot owner agrees that such fine or fines shall be deemed reasonable in the light of the anticipated or actual harm caused by the violator, the difficulties of proof of loss, and the inconvenience or feasibility of otherwise obtaining an adequate remedy.
43. Each lot owner, by purchasing any lot or home in the Development, shall automatically become a member of the Homeowners Association and shall be bound by the terms and conditions herein, the articles and bylaws of the Homeowners Association, and such rules and regulations as may be promulgated and adopted by the Homeowners Association under such articles and bylaws.
44. Each owner of a lot in the Development shall be a member of the Homeowners' Association, and such membership shall be an inseparable appurtenant to and shall pass with title of each lot. Lots with multiple ownership shall be entitled to one membership in the Homeowners' Association.

45. Each member of the Homeowners' Association shall have one vote in the election of Directors. For all matters and purposes, the Homeowners' Association shall have two classes of voting membership, as follows:

Class A

Class A members shall be all lot owners with the exception of Developer, and Class A members shall be entitled to one (1) vote for each lot owned. The vote for such lot shall be exercised as they themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B

The Class B member shall be the Developer, and the Class B Member shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as such time that Developer has sold or otherwise conveyed all lots owned by Developer in the Development.

46. By an owner's acceptance of the deed or other instrument of conveyance of such owner's lot within the Development, each lot owner shall be deemed to covenant and agree to pay the Homeowners' Association annual assessments and special assessments for capital improvements as may be created and set by the Homeowners' Association. Upon organization of the

Homeowners' Association, an annual assessment of Two Hundred and no/100 Dollars (\$200.00) per year, payable in two (2) equal semi-annual payments of One Hundred and no/100 Dollars (\$100.00) each, due and payable to the Homeowners® Association by the owner of each lot in the Development. The Developer is expressly exempted from any payment obligation for such annual and/or special assessments created herein.

47. On transfer, conveyance, or sale by any lot owner of all their interest in any lot in the Development, such owner's membership interest in the Homeowners' Association with respect to such lot shall cease thereon and terminate, and shall pass with title to such lot.

48. Except as the Developer and as otherwise provided herein, the Homeowners' Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings.

49. The official address of the Homeowner's Association is 598 Tara Road, Brandon, Mississippi, 39042, and shall remain so until changed by the Homeowners' Association at which time the Homeowners' Association shall notify each member thereof of the change of address.

50. Each lot owner or lot purchaser, upon the purchase of such lot, shall immediately notify the Homeowners Association of such owner's name and address, and pay an initial membership fee of One Hundred and no/100 Dollars. (\$100.00).

51. By written consent of at least sixty percent (60%) of the lot owners within the Development, the Association may be given such additional powers as may be described by the Homeowners Association.
52. The Homeowners' Association shall, at all times, observe all of the laws, regulations, ordinances of County of Rankin, State of Mississippi and of the United States of America, and, if at any time, any of the provisions herein shall be found to be in conflict therewith, such provision shall become null and void, and the remaining provisions herein shall remain in full force and effect.
53. Subject to the limitations set forth herein, the Homeowners' Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it to adequately and properly carry out the provisions stated herein.
54. All the provisions herein shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the lots, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such lot owners, their successors in title, and with each other, to conform to and observe all the terms and conditions contained herein. By purchasing a lot bound by these covenants, a lot owner agrees that all the covenants shall be deemed "affirmative" covenants and not covenants that are "negative limitations™" as all the covenants shall be considered to increase the value of properties bound by these covenants. The covenants shall remain unaffected by any tax sale, foreclosures, forfeiture, or the like.
55. Any lot owner, the Developer or the Homeowners Association may maintain any legal proceedings to compel or enforce any of the terms and conditions set forth herein.
56. The Board of Directors of the Homeowners' Association shall be fixed at three (3) members. Pursuant to the voting provisions herein and in any by-laws of the Homeowners Association the Board of Directors shall be elected by a majority vote of all the lot owners in the Development.
57. Notwithstanding the foregoing, the initial members of the Board of Directors of the Homeowners' Association shall include, but not be limited to the Developer. The Developer shall remain on the Board of Directors of the Homeowners' Association until the earlier of (1) the Developer's resignation, or (2) the Developer no longer owning any lot in the Development.
58. Notwithstanding the foregoing, so long as the Developer owns any lot in the Development, Developer shall have the right, but not the obligation, to remove and replace any or all members of the Board of Directors at any time the Developer should determining, in its sole and exclusive discretion, that the Homeowners® Association has failed to either diligently prosecute any of its duties and obligations or enforce the protective covenants set forth hereunder.

59. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the Developer, so long as Developer owns any lot in the Development. The Developer may amend these covenants so long as it owns at least one (1) lot.
60. Any waiver of any breach or failure of Developer to enforce any covenant or restriction contained herein shall not affect the validity or enforce ability of such covenant or restrictions.

SECTION THREE (3)

61. Definitions: Owner” shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of “Brookfield, “Association” shall mean and refer to the Brookfield Homeowners Property Association, LLC., a non-profit limited liability company, organized under the laws of the State of Mississippi, its successors and assigns. This association is not organized for profit and no part of the net earnings or losses shall inure to the benefit or burden of any member or any individual. The sole purpose of the association is to promote the common good of all owners and occupants of Brookfield and as the same be lawfully expanded and to contribute to the long range good of Rankin County, Mississippi and the surrounding area.
62. These protective covenants may be amended at any time by a written agreement duly executed by party or parties owning sixty-five percent (65%) or more of the recorded lots subject to the restrictions hereto set at the time said amendment or modification is sought. The covenants are to run with the land and shall be binding on all parties, persons and entities claiming under them for an initial period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument signed by the owner or owners of sixty- five (65%) of the above described lots has been recorded in the public records revoking said covenants. The Developer has the rights to change the covenants as long as the Developer owns a lot in the developement.

WITNESS MY SIGNATURE on this the ____ day of _____, 2021.

S&S Builders of Mississippi,
LLC By:

SCOTT MAY, MEMBER

STATE OF MISSISSIPPI

COUNTY OF RANKIN

BEFORE ME, the undersigned Notary Public in and for the said County and State, this day personally appeared Scott May, known to be the member of S&S Builders of Mississippi, LLC, who acknowledged that he signed and delivered the forgoing instrument on the day and year therein mentioned, for and on behalf of and as the act and deed of said Limited Liability Company, and as his duly authorized act and deed as such member thereof.

GIVEN UNDER MY HAND and official seal of office on this the ____ day of _____, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



COMMUNITY DEVELOPMENT

Development Review
Application



240880

Project Name or Description <u>Brookfield</u>		Project Address <u>1021 Hwy 471</u>	
Application Type <u>Residential/Neighborhood</u>		Parcel Number <u>109E000002 00000</u>	Size of Subject Property in Acres <u>14 Acres</u>
Current Zoning Classification <u>R-8</u>		Current Use of Property <u>Vacant Property</u>	Proposed Use of Property <u>Neighborhood</u>
Brief Description of Proposed Development			
City of Brandon Water Service		City of Brandon Sewer Service	Entergy Electric Service
Applicant <u>S + S Builders of MS INC</u>		Contact Name <u>Scott May</u>	
Address <u>1940 Florence Byram Rd</u>		Telephone <u>601-966-5803</u>	
City <u>Florence</u>	State <u>MS</u>	Zip Code <u>39073</u>	Email <u>SSbuilders.Scott@gmail.com</u>
Owner (if different from applicant) <u>Same</u>		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:

Scott May

Date: 7/30/24

permitting@brandonms.org

Save

Print

Submit via Email



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 07/23/2024
SUBJECT: **CONSIDERATION OF A REQUEST ASKING PERMISSION TO HI**

The department respectfully requests permission to hire Lawton Burnham and Jackson Swales as probationary firefighters upon completion of their prerequisites effective August 6, 2024. Their annual salaries will be \$37,000 each.

Thank you for your consideration.

ATTACHMENTS:

1. Lawton Burnham Application 072324
2. Jackson Swales Application 072324



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 07/26/2024
SUBJECT: **REQUEST PERMISSION TO PURCHASE UNIFORM PANTS FROM THE SOUTHERN CONNECTION AS THE LOWEST AND BEST QUOTE.**

The fire department respectfully requests permission to purchase uniform pants from The Southern Connection for \$7,918.80. The department received two quotes for the uniform pants from EEP and The Southern Connection. The Southern Connection was the lowest and best quote. We have money budgeted for these pants.

Thank you for your consideration.

ATTACHMENTS:

1. Quotes for Uniform pants 072624

Printed: 7/25/2024 5:09:38 PM
Store: 1

QUOTE

Sales Order #5965A

Quoted: 7/25/2024

Page 1



**THE
SOUTHERN
CONNECTION**

The Southern Connection Police Supplies

274 Commerce Park Dr, Suite M
Ridgeland, MS 39157
tscps@bellsouth.net
(601) 853-3106

Bill To: BRANDON FIRE DEPARTMENT
BRANDON FIRE DEPARTMENT
601-824-4636

Order Status: Open

cpalmer@brandonms.org; broberts@brandonms.org

Workstation: 0

Item Name	Attribute	Size	Qty	Price	Ext Price	Lookup	Item #
5.11 TACTICAL STRYKE PANTS	BATTLE B	28/32	120	\$65.99	\$7,918.80		30839
	5.11 TACTICAL	Stryke Pant					

Total Qty Ordered: 120 0 120

Percent Unfilled: 100

Exempt Subtotal: \$7,918.80
0 % Tax: + \$0.00
TOTAL: \$7,918.80
Deposit Balance: \$0.00
Balance Due: \$7,918.80

THIS QUOTE EXPIRES IN 30 DAYS

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251



QUOTE
219501

CUSTOMER NO.
111

BILL TO:

Brandon, City Of
Attn: Accts Payable Dept
P O Box 1539
Brandon, MS 39043

SHIP TO:

Brandon, City Of
Attn: Accts Payable Dept
P O Box 1539
Brandon, MS 39043

PHONE: 601/824-4636

Visit our website at www.emergencyequipment.us

PAGE 1

FAX: 601/824-4639

DATE		SHIP VIA	F.O.B.		TERMS	
07/19/24		SHIP COMPLETE			NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER	
Jerry King		07/19/24	WM CR		219501	
QUANTITY	ITEM NUMBER		DESCRIPTION		UNIT PRICE	AMOUNT
REQUIRED	SHIPPED					
24		511.74369-116-36-32	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	1,632.00
15		511.74369-116-36-34	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	1,020.00
9		511.74369-116-38-34	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	612.00
12		511.74369-116-32-34	"STRYKE PANT	W/FLEX-TAC TM - C	68.00	816.00
3		511.74369-116-34-30	STRYKE PANTS	FLXTAC BATTLE BRN	68.00	204.00
6		511.74369-116-32-32	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	408.00
6		511.74369-116-30-34	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	408.00
6		511.74369-116-40-32	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	408.00
12		511.74369-116-34-32	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	816.00
3		511.74369-116-44-32	"STRYKE PANT	W/FLEX-TAC TM - C	68.00	204.00
3		511.74369-116-42-30	"STRYKE PANT	W/FLEX-TAC TM - C	68.00	204.00
3		511.74369-116-42-32	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	204.00
9		511.74369-116-38-32	STRYKE PANTS	FLXTAC BATTLE BRN	68.00	612.00
3		511.74369-116-40-30	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	204.00
3		511.74369-116-36-30	"STRYKE PANT	W/FLEX-TAC TM - C	68.00	204.00
3		511.74369-116-38-30	STRYKE PANTS	FLXTAC-BATTLE BRN	68.00	204.00
Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below						
Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.						
If the supplier to EEP modifies prices after the order has						
Product Total		Discount	Freight	Taxable Amount	Tax	Misc. Amt.
						QUOTATION TOTAL

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251



QUOTE
219501

CUSTOMER NO.
111

BILL TO:

Brandon, City Of
Attn: Accts Payable Dept
P O Box 1539
Brandon, MS 39043

SHIP TO:

Brandon, City Of
Attn: Accts Payable Dept
P O Box 1539
Brandon, MS 39043

PHONE: 601/824-4636

Visit our website at www.emergencyequipment.us

PAGE 2

FAX: 601/824-4639

DATE		SHIP VIA	F.O.B.	TERMS	
07/19/24		SHIP COMPLETE		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
Jerry King		07/19/24	WM CR		219501
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
			been submitted, the customer will have the right to cancel without penalty.		
Product Total		Discount	Freight	Taxable Amount	Tax
8,160.00		0.00		8,160.00	0.00
				Misc. Amt.	QUOTATION TOTAL
					8,160.00

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 07/29/2024
SUBJECT: SCHOOL CONTRACTS

The department respectfully requests your consideration to approve the paramedic school contract between Brandon Fire Department and the School of EMS and authorize Division Chief Jerry King to execute the same. The cost for the classes is \$8,500 each for Capt. Jay McClora and Firefighter Max Chandler with a total amount of \$17,000.00. The classes are mainly online. However, there will be three periods when the students will have to travel to another city for in-person labs. The travel dates will be Sept. 30, 2024, to Oct. 4, 2024, February 9, 2025, to February 13, 2025, and April 13, 2025, to April 17, 2025. We will advise the cities where they will travel and write a memo to the Board once we know the locations.

Please note that Capt. McClora and FF. Max Chandler will also be signing the Paramedic Contract with the City of Brandon.

There are funds budgeted for this class in our training budget.

Thank you for your consideration.

ATTACHMENTS:

1. Paramedic Contract with School of EMS 072924

Sponsored Student Verification



Student Name: Jaymaih McClora

Student ID: 770013877

Sponsoring Agency: City of Brandon

Sponsoring Agency Representative for Education Updates: Name: Jerry King Email: jking@brandonms.org Phone: 601-906-0995	Sponsoring Agency Representative for Billing Updates: Name: City Of Brandon - Fire Dept Address: 1000 Municiple Drive City: Brandon State: Ms Zip: 39042 Email: cpalmer@brandonms.org Phone: 601-824-4636
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EMS Program Approval

Program	Base Location	Cost of Tultion and fees AY202400 - AY202500 Classes starting (1/1/2024 - 12/31/2024)	Select One 2024-2025
EMT	SD	1,150.00	Academic Year
EMT	TX/OK/LA/MS/WY/MO/NE/ IN/KY/UT/NV/AR/AZ/OH	1,500.00	
EMT	FL/MN/SC	2,000.00	Paramedic - TX/OK/LA/MS/WY/MO/UT/NV/AR/AZ Program / Location
Paramedic	TX/OK/LA/MS/WY/MO/UT/ NV/AR/AZ	\$7,750.00*	
Paramedic	SD/MN/NE/SC	\$8,100.00*	
Paramedic	FL	\$8,600.00*	
Paramedic	IN/KY/OH/GU/BM	\$8,250.00*	

*Amount represents sponsored student pricing. Tuition and fee discounts are not available for FL based programs.

Book and Uniform Voucher Approval

Books and Uniform	Voucher Amount	Select One
EMT	\$ 400.00*	Paramedic
Paramedic	\$ 750.00*	
None Approved	\$	

*The total price may vary slightly based on your local taxes. This amount is slightly inflated to cover this variability.

TOTAL AMOUNT APPROVED \$ 8,500.00

As an authorized agency representative of City of Brandon

I approve (up to) the amount of \$ 8,500 to be invoiced to my department or agency.

Sponsoring Agency Representative

School of EMS Representative

Sponsored Student Verification



Student Name: Maxwell Stevens Chandler

Student ID: 770013845

Sponsoring Agency:

Sponsoring Agency Representative for Education Updates: Name: Jerry King Email: Phone:	Sponsoring Agency Representative for Billing Updates: Name: City of Brandon - Fire Dept. Address: 1000 Municipal Dr. City: Brandon State: MS Zip: 39042 Email: cpalmer@brandonms.org Phone: 601-824-4636
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EMS Program Approval

Program	Base Location	Cost of Tuition and fees AY202400 - AY202500 Classes starting (1/1/2024 - 12/31/2024)	Select One 2023-2024
EMT	SD	1,150.00	Academic Year Program / Location
EMT	TX/OK/LA/MS/WY/MO/NE/ IN/KY/UT/NV/AR/AZ/OH	1,500.00	
EMT	FL/MN/SC	2,000.00	
Paramedic	TX/OK/LA/MS/WY/MO/UT/ NV/AR/AZ	\$7,750.00*	
Paramedic	SD/MN/NE/SC	\$8,100.00*	
Paramedic	FL	\$8,600.00*	
Paramedic	IN/KY/OH/GU/BM	\$8,250.00*	

*Amount represents sponsored student pricing. Tuition and fee discounts are not available for FL based programs.

Book and Uniform Voucher Approval

Books and Uniform	Voucher Amount	Select One
EMT	\$ 400.00*	
Paramedic	\$ 750.00*	
None Approved	\$	

*The total price may vary slightly based on your local taxes. This amount is slightly inflated to cover this variability.

TOTAL AMOUNT APPROVED \$8,500.00

As an authorized agency representative of

I approve (up to) the amount of \$8,500.00 to be invoiced to my department or agency.

Sponsoring Agency Representative

School of EMS Representative



Holiday IN or Hampden IN

Travel dates are the
Sunday prior

Week	Date Open	Date Close	Topic	Chapters Covered	Clock Hours	Suggested* Clinical Hours
0	07/29/24		Online Orientation (Dates/Times TBD)		1	
1	08/05/24	08/11/24	The EMS System	1 - 4	12	
2	08/12/24	08/18/24	Reporting	5 - 7	14	
3	08/19/24	08/25/24	Anatomy & Physiology	8	24	
4	08/26/24	09/01/24	Pathophysiology	9 - 10	18	
5	09/02/24	09/08/24	Patient Assessment	11 - 12	18	
6	09/09/24	09/15/24	Exam 1 and A&P Pre-test	N/A	3	
7	09/16/24	09/22/24	Pharmacology	13 - 15	24	
8	09/23/24	09/29/24	Airway	16	24	
9	09/30/24	10/06/24	Live Week 1	N/A	32	
10	10/07/24	10/13/24	Exam 2 and RSI Pre-test	N/A	3	
11	10/14/24	10/20/24	Respiratory	17	20	Start Clinicals
12	10/21/24	10/27/24	Cardiology	18	10	
13	10/28/24	11/03/24	Cardiology	18	12	12
14	11/04/24	11/10/24	Cardiology	18	10	12
15	11/11/24	11/17/24	Cardiology	18	13	12
16	11/18/24	11/24/24	Cardiology	18	18	12
17	11/25/24	12/01/24	Cardiology	18	13	12
18	12/02/24	12/08/24	Cardiology	18	9	12
19	12/09/24	12/15/24	Neurology / EENT	19 - 20	12	12
20	12/16/24	12/22/24	Exam 3 and EKG Pre-test	N/A	3	24
21	12/23/24	12/29/24	GI / GU / GYN / Endocrine	21 - 24	20	12
22	12/30/24	01/05/25	Hematology / Immunology / Infection	25 - 27	16	12
23	01/06/25	01/12/25	Toxicology / Psychiatry	28 - 29	20	12
24	01/13/25	01/19/25	Trauma 1	30 - 33	24	12
25	01/20/25	01/26/25	Trauma 2	34 - 36	24	12
26	01/27/25	02/02/25	Trauma 3	37 - 39	24	12
27	02/03/25	02/09/25	Working a Field Code	40 - 41	24	12
28	02/10/25	02/16/25	Live Week 2	N/A	32	
29	02/17/25	02/23/25	Exam 4 and Assessment Pre-test	N/A	3	24
30	02/24/25	03/02/25	Obstetrics	42	10	12
31	03/03/25	03/09/25	Neonatology	43	12	12
32	03/10/25	03/16/25	Pediatrics	44	16	12
33	03/17/25	03/23/25	Exam 5 and Med Math Pre-test	N/A	3	24
34	03/24/25	03/30/25	Geriatrics / Specials	45 - 46	17	12
35	03/31/25	04/06/25	Operations 1	47 - 49	11	12
36	04/07/25	04/13/25	Operations 2	50 - 53	24	12
37	04/14/25	04/20/25	Live Week 3	N/A	32	
38	04/21/25	04/27/25	Exam 6 and Narrative Pre-test	N/A	3	
39	04/28/25	05/04/25	Review / Practice Exam	Review	12	Start Capstone
40	05/05/25	05/11/25	Review / Practice Exam	Review	12	24
41	05/12/25	05/18/25	Review / Practice Exam	Review	12	12
42	05/19/25	05/25/25	Review / Practice Exam	Review	12	24
43	05/26/25	06/01/25	Review / Practice Exam	Review	12	12
44	06/02/25	06/08/25	Review / Practice Exam	Review	12	24
45	06/09/25	06/15/25	Final Exam / Psychomotor (Date TBD)	N/A	4	8

Lab Times

0800-1700

Lab Dates

10/01/24

09/30

10/02/24

10/03/24

10/04/24

ex out
02/09/25

02/10/25

02/11/25

02/12/25

02/13/25

04/14/25

04/13

04/15/25

04/16/25

04/17/25

Final Psychomotor

Color Coding Key

Labs

Online

Clinicals

Exams

SAP Checkpoints



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 07/31/2024
SUBJECT: TRAVEL REQUEST - ROBERTS, WOFFORD, KING

The fire department respectfully requests permission for Fire Chief Brian Roberts, Deputy Chief Patrick Wofford, and Div. Chief Jerry King to travel to Meridian, MS from January 7, 2025–January 9, 2025, to attend the annual Mid-Winter Fire Chiefs conference and approve all travel expenses (including hotel, fuel, and conference fees).

Thank you for your consideration.

ATTACHMENTS:

None