

AGENDA
BRANDON BOARD OF ALDERMEN & MAYOR
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
OCTOBER 7, 2024

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENTS AND RECOGNITIONS
 1. Proclamation-Rock Star Missionary Baptist Church
4. OLD BUSINESS
 1. Approve the Work Session and Regular Board Meeting Minutes of September 23, 2024.
5. BUTCH LEE, MAYOR
 1. Consideration to amend a water utility easement from Trustmark National Bank for work related to the improvements regarding the road to the newly acquired Entergy property. The original easement was adopted on July 15, 2024.
 2. Approve a professional services agreement with SST HR Consulting to provide employment locate services to fill the position of an accounts payable specialist for the City, upon the same terms and conditions as previously retained for other employment searches and authorize the Mayor and City Clerk to execute the same.
 3. Consideration to make salary corrections for individuals who were inadvertently missed during the budget, as per the attached spreadsheet; the finance director is authorized to make the necessary budget amendments.
 4. Consideration to approve a quote from Murphy's Lawn & Landscape, Inc. as a professional services contract to renovate and clean City Hall's planting beds in the front parking lot, and authorize the Mayor to execute the same.
 5. Request permission to purchase two (2) 2024 Triple R 82 X 20 trailers from MC Trailer Sales Inc., as the lowest and best quote received, at a total of \$9,050.00 and authorize payment of the same.
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:
Kidz Bop Kids - LN Sell-off Agreement Brandon Amphitheater 09.16.2024
Bryan Martin Artist Ageement - City Hall Live 2024.pdf
 2. Consideration of rejecting the two bids received for the Tennis Rehabilitation Project since neither bid met the bid requirements and authorizing the readvertisement of the

project.

3. Consideration to authorize payment to Logics Software annual maintenance and support in the amount of \$10,638.00.
4. Consideration of the approval of a Standard Plan quote from ArchiveSocial in order to come into compliance with the requirements of the Mississippi Public Records Act. The first year of the contract will be in the amount of \$6,391.00.
5. Consideration to amend the current Pest Control Service Agreement with David Jefcoat Pest Control, INC., to include the City Shop. Service to include quarterly service to the inside, outside and perimeter of the building. This cost is \$75 per quarter or \$300 per year. Request permission to authorize the mayor to execute this amendment and all related documents.
6. Consideration to approve the 2024 Sixteenth Section Lease Payment 16-5-3 I8J-52 in the amount of \$5,161.42. The annual lease begins on 10/01/2024.
7. Request permission to surplus approximately 209 broken concert chairs and authorize the sale of the same on [govdeals](#), as they are no longer of use to the city with all proceeds going back to the 2% fund.
8. Consideration to accept the Municipal Compliance Questionnaire for fiscal year 2024 and authorize the Mayor and Clerk to sign the same.
9. Consideration to hold a Flu Shot Clinic for City personnel on October 28, 2024 at City Hall.
10. Consideration for City Clerk Mary Ann Hess, Deputy Clerk Rebecca Pevey, and Deputy Clerk Candance Hunley to attend election training at the Winter MMCCA Conference at the Sheraton Refuge Center in Flowood, MS on December 11-13, 2024.
11. Consideration to approve:
 - a. Claims docket for Fiscal Year End 2024 - September 30, 2024.
 - b. Claims docket for Fiscal Year End 2024 - October 4, 2024 Post Close.
 - c. Claims docket for Fiscal Year 2025 - October 7, 2024.

7. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Consideration to approve the following invoices from Hemphill Construction Company for emergency repairs in the months of July, August, & September 2024 at the FY24 General Construction Service commodity bid pricing and authorize payment of the same.
 1. 61 Sunline Drive - ER Sewer Repair due to utility bore - \$12,458.30
 2. 61 Terrapin Cove - ER Sewer Repair - \$8,978.60
 3. 76 Pine Cove - ER Sewer Repair due to utility bore - \$7,197.00
 4. 101 Deborah Drive - ER Sewer Repair - \$5,898.00
 5. near 201 North Street - ER Water Leak Repair - \$6,567.00
 6. 308 Brenmar Drive - ER Sewer Repair - \$6,264.50
 7. near 526 & 532 East Jasper Street - ER Water Leak Repair - \$6,865.50
 8. 606 West Sunset Drive - ER Sewer Repair - \$20,770.65
 9. 1075 Centrepointhe Drive - ER Sewer Repair - \$12,238.50

10. 439 Greenfield Ridge Circle - ER Sewer Repair - \$6,256.50
 11. Greystone Court near Woodstone Road - ER Water Leak Repair - \$5,898.00
 12. Harrell Street - ER Sewer Repair - \$13,996.20
 13. Louis Wilson Drive near Kennedy Farm Parkway - ER Sewer Issue - \$5,945.50
2. Consideration to approve the following invoices 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. The Board approved permission to proceed with these sewer point repairs on 5/20/2024.
 1. near 11 Terrapin Hill Road South - H24023-54624 - \$25,745.90 - utility bore damage
 2. near 15 Terrapin Hill Road South - H24023-54623 - \$6,567.00
 3. Consideration to approve Pay Request 3 in the amount of \$17,202.39 from Simmons Erosion Control Company, Inc. for the 2024 Eastgate Sidewalk Project and authorize payment of the same.
 4. Consideration to approve Pay Request 8 in the amount of \$187,083.58 from Hemphill Construction Company for the Highway 80 Signal Improvements Project Stonegate Drive and Woodgate Drive and authorize payment of the same.
 5. Consideration to approve the following from Simmons Erosion Control Company, Inc. for the Mary Ann Drive Sidewalk Improvements Project.
 1. Approve Pay Request 3 FINAL in the amount of \$7,266.97 and authorize payment of the same. Pay Request 3 includes the Final Summary Change Order for the project.
 2. Approve the Final Summary Change Order at a decrease in the project cost of \$4,856.88 and authorize the Mayor to execute the same.
 6. Consideration to approve the following regarding the Morrow Orr Drainage Improvements Project.
 1. Rescind item #7.5 from the September 23, 2024, Board meeting due to bond requirements required on projects over \$25,000.00
 2. Reject all bids received on September 13, 2024, due to bond requirements as required on projects over \$25,000.00
 3. Permission to re-advertise for quotes for the Morrow Orr Drainage Improvements Project.
 7. Consideration to accept the Letter of Resignation from Wesley Riels, Water Laborer II, in the Public Works Department effective October 15, 2024.
 8. Consideration to approve utility adjustment approvals and denials pursuant to the memo.
 9. Consideration to award the bid in the amount of \$336,945.00 to Hemphill Construction Company, Inc. as the best and lowest bid received for the Dining Poindexter New Parking Lot Project.
 10. Consideration to approve the Memorandum of Understanding between the City of Brandon Board of Aldermen and Mayor Butch Lee in regard to MDEQ Agreement No. 546-2-CW-5.5 and authorize execution of the same. MDEQ Agreement No. 546-2-CW-5.5 is funding for the Lance Martin Easthaven Rehabilitation Project.
 11. Consideration to approve the Memorandum of Understanding between the City of Brandon Board of Aldermen and Mayor Butch Lee in regard to MDEQ Agreement No.

58-2-CW-5.5 and authorize execution of the same. MDEQ Agreement No. 58-2-CW-5.5 is funding for the Highway 18 Highway 468 Sewer Force Main Replacement Project.

12. Consideration to approve the revised agreement with Langford Water Association for sewer fee collections, to update the same in accordance with applicable law and supersede and replace the existing two agreements, and authorize the Mayor to execute the same.
13. Consideration to approve and award the FY25 commodity bid prices pursuant to the memo.

8. SAM HAWKINS, COMMUNITY DEVELOPMENT

1. Consideration to approve 100 GB of additional data storage with iWorqs at a cost of \$250.00 annually.
2. Consideration to approve travel to Natchez, MS for Randy Barnes and Jesse Green to attend the Building Officials Association of Mississippi winter conference from December 4 - 6, 2024.
3. Consideration to approve a Development Review Application for Gilreath Construction to be built on Tanglewood Dr. (parcel # I9B-12)

9. JOSEPH FRENCH, POLICE CHIEF

1. Accept the resignation of Joseph Branch as a Patrolman for the City of Brandon effective September 23, 2024.
2. Request permission for Chief Joseph French to travel to Oxford, MS to participate in the 2024 Mid-Year Chief Conference December 9-13, 2024.
3. Request permission to hire Tami Hutson as a Police Officer for the City of Brandon Police Department and set her rate of pay in accordance with the memo.

10. BRIAN ROBERTS, FIRE CHIEF

1. Request your consideration to purchase equipment for 24HS128 Homeland Security Grant.
2. Request consideration to apply for the FY 25 Emergency Medical Services Operating Fund (EMSOF) grant in the amount of \$15,330.00 and authorize the Mayor and Finance Director to execute all related documents.
3. Request consideration to approve invoice # 7132-24-362 from Joe Goddard Enterprises, LLC in the amount of \$6,518.00 as emergency repairs to some of our outdoor warning sirens and authorize payment for the same.

11. EXECUTIVE SESSION

12. ADJOURN

MINUTES OF THE REGULAR BOARD MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON, MISSISSIPPI
OF SEPTEMBER 23, 2024
MAYOR BUTCH LEE, MAYOR PRESIDING

1. CALL TO ORDER – Mayor Lee and Aldermen Farris, Vinson, Middleton, Coker (via telephone), Womack, Williams, and Craine were present.
2. INVOCATION AND PLEDGE OF ALLEGIANCE – Alderman Farris gave the invocation and Alderman Williams led the Pledge of Allegiance.
3. PUBLIC COMMENTS AND RECOGNITIONS - Mike Mann and Robert Graham with the Crossgates Exchange Club. They thanked the fire department for prompt action regarding the latest fire event. They announced that they will not have the Dark Zone this year but instead will have an ice skating rink “Brandon On Ice” which will be offered to the public from approximately Thanksgiving 2024 to January 15, 2025.

4. OLD BUSINESS

1. Approve the Regular Board Meeting Minutes of September 16, 2024.

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

5. BUTCH LEE, MAYOR

1. Append Notice of Recessed Board Meeting to the Minutes.
2. Accept a Right-of-Entry Agreement from Optio Realty, LLC re: 203 S. College Street, Brandon, Mississippi 39042 (Parcel #18J-5-00; PPIN: 032346) and authorize the Mayor to execute the same.
3. Authorize the Mayor to sign four (4) environmental letters that are necessary for the implementation of the CDBG Emerald Sewer Extension Project.
4. Authorize Murphy's Lawn and Landscape, Inc. to provide professional services in the amount of \$7,436.21 to raise the tree canopy and trim lower tree limbs along Hwy 80 between College Street and Louis Wilson and approve payment.
5. Authorize Murphy's Lawn and Landscape, Inc. to provide professional services in the amount of \$7,786.45 to raise the tree canopy and trim lower tree limbs along Maxey Drive behind Auto Zone and Live Oaks on the south side of Hwy 80 in front of Mazzio's Pizza.
6. Approve the purchase of a control link from Musco Sports Lighting, LLC in the amount of \$12,000.00 and authorize Elcon Electrical to install the same for \$320.00, first finding that the control link which is compatible with the City's soccer field lighting system which is a Musco system, is available only Musco Sports Lighting, LLC, as more fully set forth in the single-source letter appended hereto, and that the equipment is a single source item in accordance with Section 31-7-13(m)(viii) and further finding that the immediate restoration of a condition of usefulness of this public equipment appears advisable and the delay incident to obtaining competitive bids (even if the same were available which they are not per the single source letter) could cause

adverse impact upon the governing authorities, the City, its employees and its citizens as generally described in the memo to the Board appended hereto, and as such also constitutes an emergency in accordance with Section 31-7-13(k).

7. Adopt a Resolution requesting the Mississippi Department of Transportation to conduct a traffic study at the intersection of Hwy. 18 and Sunset and based on the expected results to design and construct a traffic control system for this intersection or in the alternative to authorize the City to proceed accordingly.
8. Accept a donation from Rankin First for funding assistance for tourism during the Christmas Holiday Season in the amount of \$10,000.00.
9. Authorize the preparation of plans and advertisement for bids for the construction of a 6" water line project along Alex Seale Lane off Burnham Road, to include fire hydrants and water meters, and authorize the securing of easements, as necessary.
10. Authorize the initiation of collection efforts by appropriate city officers, agents and employees, including litigation, to recover damages to Greenfield Station Sewer line at 439 Greenfield Ridge Circle.

Alderman Womack made the motion to approve agenda items 5.1-5.10, in accordance with the memos from the Mayor's office which are appended hereto, seconded by Alderman Vinson and upon unanimous vote the motion carried.

6. MARY ANN HESS, CITY CLERK

1. Authorize permission to transfer (1) 2019 Dodge Grand Caravan VIN ending #1597 from Parks and Recreation to General Government, effective immediately.
2. Approve the lowest and best quote from Puckett Power Systems for generator maintenance at all of our facilities in the amount of \$14,789.00, effective 10/1/24 through 9/30/25 and authorize payment. An additional quote was obtained from Nixon Power Services in the amount of \$17,746.00.
3. Approve the professional services agreement from Metro Building Services for HVAC equipment maintenance cost of \$38,702.00 with an option for a 2nd coil cleaning of \$1,100.00 and a total annual service agreement cost of \$39,802.00 as the lowest and best quote received and approve the Mayor to execute all related documents and authorize payment. An additional quote was received from Environment Masters in the total amount of \$45,647.00.
4. Accept the lowest and best quote from Rawls Irrigation LLC for installing a new irrigation system and controller along Gray Daniels Blvd. in the amount of \$16,900.00 and authorize the Mayor to execute all related documents and authorize payment. An additional quote was received from Love Irrigation in the amount of \$17,884.80.
5. Approve the final closeout packages for the MCWI/ARPA funded projects and authorize the Mayor to execute the final reimbursement forms.
 - i. College Street Waterline Replacement (56-1-DW-5.15).
 - ii. Waterline Relocation at Hwy 80 & Value Road (60-2-DW-5.15).
 - iii. Grants Ferry Parkway Sewer Extension (57-2-CW-5.5).

6. Approve the adoption of an addendum to the Administration Services Agreement between the City of Brandon and RxBenefits.
7. Approve:
 - a. Docket of Claims for September 23, 2024.
 - b. Fox Everett claims released on September 19, 2024.
 - c. Electronic fund transfers for September, 2024.
8. Approve a professional services agreement with SST HR Consulting to provide employment locate services to fill the position of a purchasing clerk for the City, upon the same terms and conditions as previously retained for other employment searches and authorize the Mayor and City Clerk to execute the same.

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

7. CARLY DEARMAN, PUBLIC WORKS DEPARTMENT

1. Approve Supplemental Agreement No. 1 with Thornton Construction Company, Inc. for the Marquette Road Multi-Use Path Project and authorize execution of the same.
2. Approve invoice #2041 in the amount of \$124,000.00 from Ivy Testing Service, Inc. for emergency sewer boring repairs at 439 Greenfield Ridge Circle and authorize payment of the same. This repair was declared an emergency by the Board on 8/19/2024.
3. Declare as emergencies in accordance with MCA Section 31-7-13(k) and approve the following invoices from Hemphill Construction Company for emergency repairs in the month of July 2024 at FY24 commodity pricing and authorize payment of the same, to-wit:
 - i. 205 West Brandon Court - \$6,834.00 - invoice #H24023-08-53877 - ER sewer repair due to Cspire bore;
 - ii. 32 Timber Ridge Drive - \$6,567.00 - invoice #H24023-08-53991 - ER sewer repair due to sewer line issue at road;
 - iii. 41 Eastgate Drive - \$11,398.50 - invoice #H24023-08-53649 – ER sewer repair due to collapsed sewer line.
4. Approve the following invoices from Hemphill Construction Company for repairs in the month of July 2024 at the FY24 General Construction Services commodity bid pricing and authorize payment of the same, to-wit:
 - i. Parker Cove - \$2,235.00 - invoice #H24023-08-52675 - final invoice for storm drain pipe replacement;
 - ii. Lanoah Lane - \$10,746.00 - invoice #H24023-08-52819 - water leak repair;
 - iii. 406 Briars Bend - \$6,567.00 - invoice #H24023-08-53453 - water leak investigation;

- iv. 93 Terrapin Drive - \$6,394.00 - invoice #H24023-08-54620 - cross drain replacement for 2024 Overlay Project;
 - v. Crossgates Drive - \$12,537.00 - invoice #H24023-08-54261 - cross drain replacement for 2024 Overlay Project.
5. Accept the quote in the amount of \$44,776.00 to Sullivan Construction Services for the Morrow Orr Drainage Improvements Project as the lowest and best bid received and to append all bid documents to the minutes and authorize the Mayor and City Clerk to execute contract documents.
 6. Monthly Report for August 2024:
 - i. Water Meter Service Calls: Total#: 768 (Customer Leaks: 674; Other: 94).
 - ii. Phone Calls thru Answering Service: 4,959.
 - iii. Work Order: 433 (365 completed).
 - iv. Locates: 479 (approx. 15 per day).
 - v. Billing: \$1,226,538.04 (collected \$1,041,705.14).
 7. Approve the renewal of the General Construction Services & CCTV Services Term Bid for various Public Works items with Hemphill Construction Company, Inc./Suncoast Infrastructure, Inc. Joint Venture, as provided in MCA Section 31-7-13(n), to be effective from October 1, 2024 thru September 30, 2025. The renewal of this term bid will have an increase of CPI of 1.7% above the original bid amounts. (On February 5, 2024, the Board awarded the General Construction Services Term Bid to Hemphill Construction Company, Inc./Suncoast Infrastructure, Inc. Joint Venture as the best and lowest bid received. This bid is renewable with the option of a yearly increase by the lesser of 5% or CPI.)

Alderman Womack made the motion to approve agenda items 7.1-7.7, in accordance with the memos of the Public Works Department which are appended hereto, seconded by Alderman Craine and upon unanimous vote the motion carried.

8. SAM HAWKINS, COMMUNITY DEVELOPMENT

1. Approve Cornerstone Part 11 final plat and accept Warranty Statement and authorize the execution and filing of the final plat, with the condition that the protective covenants comply with the City's requirement for an exception to the temporary moratorium for development of residential subdivisions.

Alderman Womack made the motion to approve agenda item 8.1, in accordance with the memo from the Community Development Department, which is appended hereto, seconded by Alderman Williams and upon unanimous vote the motion carried.

9. JOSEPH FRENCH, POLICE CHIEF

1. Change Jesse Beeman from a Patrol Officer Trainee to a Patrol Officer and adjust his rate of pay in accordance with the memo effective September 23, 2024.
2. Authorize the purchase of one (1) 2017 Harley-Davidson, six (6) 2021 Dodge Chargers, and two (2) 2023 Dodge Chargers in the total amount of 194,000.00, to be purchased with drug seizure funds, from the Missouri State Highway Patrol, in accordance with MCA Section 31-7-13(m)(vi) (intergovernmental sales and transfers), first finding that the sales are being made by the Missouri State Highway Patrol which is a state agency or other governing authority of another state, by a private treaty agreement, or through means of negotiation, at a price agreed upon by both parties,

the terms of which are included in Vehicle Sales Invoices #20240166 and #20240167 which are appended hereto, and rescind the purchase order for police vehicles previously issued to Kirk Brothers, with the acknowledgement of the cancellation from Kirk Brothers to be included in the Minutes.

3. Approve the School Law Enforcement Officer Agreement for the FY24-FY25 school year and authorize the Mayor and City Clerk to execute the same.

Alderman Williams made the motion to approve agenda items 9.1-9.3 in accordance with the memos from the Police Department, which are appended hereto, seconded by Alderman Womack and upon unanimous vote the motion carried.

10. ADJOURN

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

(Next Regular Board Meeting: October 7, 2024)

Minutes approved this the 7th day of October 2024.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk

MINUTES
BRANDON BOARD OF ALDERMEN & MAYOR WORK SESSION
HELD ON SEPTEMBER 33, 2024
MAYOR BUTCH LEE PRESIDING

1. CALL TO ORDER -Mayor Lee and Aldermen Farris, Middleton, Womack, Coker (via telephone), Williams, Vinson and Craine were present. Alderman Williams gave the invocation.
2. BUTCH LEE, MAYOR – For discussion:
 1. 2024 Street Improvements Project
 2. Rankin First - Christmas Tourism Support
 3. MOOT Funding - Hwy Miles to Achieve Federal Targets
 4. Quarry Park - Turf Repair/ Replacement
 5. Shiloh Park - MUSCO Lights on Soccer Fields
 6. Continued - Greenfield Station Sewer Project
 7. Towne Station - Storm Water Repairs
 8. Sunchase Street Project - Briars Bend / Windchase Drive
3. ADJOURN

Minutes approved, this the 7th day of October 2024.

Hon. Butch Lee, Mayor

Attest:

Hon. Mary Ann Hess, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/02/2024
SUBJECT: WATER EASEMENT - TRUSTMARK

Consideration to amend a water utility easement from Trustmark National Bank for work related to the improvements regarding the road to the newly acquired Entergy property. The original easement was adopted on July 15, 2024.

ATTACHMENTS:

1. Corrected City of Brandon_Trustmark-Filed



Prepared by and Return to:

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

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

CITY OF BRANDON
CORRECTED PERMANENT WATER UTILITY EASEMENT

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

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

does hereby give, convey, and warrant to

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

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

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

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

system utility improvements. The Grantee shall have the sole responsibility for the maintenance and repair of water system utility improvements.

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

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

The Grantor, its successors and assigns shall have the right to erect landscaping, sidewalks, curb and gutter and parking lot on and within the 15' water utility easement as necessary. The Grantee shall be required to return the landscaping, sidewalks, curb and gutter and parking lot to as near as original condition as possible should any damage occur related to the water system utility improvements, the maintenance thereof or repairs thereto.

The Grantor, its successors and assigns shall have the right as needed to tie into said water line for water service within the 15' water utility easement for future development of the Grantor's property.

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

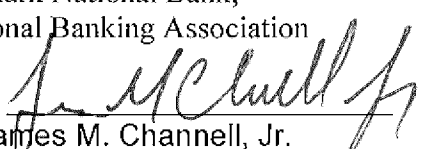
The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

This Corrected Permanent Water Utility Easement is necessary to revise the description of the easement and supersedes and replaces *in toto* that certain Permanent Water Utility Easement filed in Book 2024 Page 13315-13319 in the land records of the Chancery Clerk of Rankin County, Mississippi.

WITNESS THE SIGNATURE of the Grantor on this the 2nd day of Oct, 2024.

Trustmark National Bank,
a National Banking Association

By:


James M. Channell, Jr.

Its: Senior Vice President - Corporate Facilities and Security

STATE OF MISSISSIPPI
COUNTY OF Hinds

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 2nd day of October 2024.

Florence Louise Anderson
NOTARY PUBLIC



Exhibit "A"

Legal Description For 15' Utility Easement

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

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

South 87 degrees 31 minutes 47 seconds West for a distance of 2,604.51 feet to a set $\frac{1}{2}$ inch iron pin marking South right of way of U.S. Highway No. 80 and the **Point of Beginning** of the herein described property; thence

South 00 degrees 19 minutes 27 seconds East for a distance of 346.38 feet to a set $\frac{1}{2}$ inch iron pin; thence

Southwesterly along the arc of a curve to the right for a distance of 15.10 feet, said curve having a radius of 950.00 feet, and a deflection angle of 00 degrees 54 minutes 38 seconds, (chord bearing and distance, South 83 degrees 23 minutes 19 seconds East, 15.10 feet) to a set $\frac{1}{2}$ inch iron pin; thence

North 00 degrees 19 minutes 24 seconds West for a distance of 349.23 feet to a set $\frac{1}{2}$ inch iron pin; thence

Southeasterly along the arc of a curve to the right for a distance of 15.05 feet, said curve having a radius of 5175.46 feet, and a deflection angle of 00 degrees 10 minutes 00 seconds, (chord bearing and distance, South 85 degrees 44 minutes 59 seconds East, 15.05 feet) to the **Point of Beginning**.

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

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





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/02/2024
SUBJECT: PROFESSIONAL SERVICES AGREEMENT - SST HR CONSULTING

Approve a professional services agreement with SST HR Consulting to provide employment locate services to fill the position of an accounts payable specialist for the City, upon the same terms and conditions as previously retained for other employment searches and authorize the Mayor and City Clerk to execute the same.

ATTACHMENTS:

1. BrandonproposalforAPSpecialist100224vs1



SIMS, SPENGLER, & TRUSSELL
A HUMAN RESOURCE AND TRAINING SOLUTION

P. O. Box 16662, Jackson, MS 39236

TO: Honorable Butch Lee, Mayor
FROM: Sims, Spengler, & Trussell, LLC
DATE: October 2, 2024
RE: Proposal to Engage in Employee Search

We appreciate the opportunity to provide this proposal to the City of Brandon (Client or the City) on behalf of Sims, Spengler, and Trussell, LLC (SST Consulting, LLC) to engage in the employment search for an individual to fill the position of Accounts Payable Specialist. Our consultants who will participate in this search are Mr. Billy Sims, Partner and Paul Trussell, Jr., Partner. Mr. Sims' email address is besims1972@gmail.com cell phone is 601-906-5027. Mr. Trussell's email address is ptrussell@sstconsulting.org cell phone is 601-862-1319.

Following is our understanding of the scope of work and the deliverables associated with this search engagement.

Scope of Work

It is our understanding that the Client is seeking a well-qualified candidate to assume the duties and responsibilities for the positions of Accounts Payable Specialist.

SST Consulting will generate sourcing of candidates, engage in active recruitment, prescreen qualified candidates, conduct background and reference checks, offer recommendations on qualified candidates for the Client to consider, and coordinate interviews with finalists. Final selection will be the responsibility of the Client.

SST Consulting will, if requested by the Client coordinate final salary, benefit and relocation/temporary housing (if required) negotiations between the Client and the selected candidate. SST Consulting will also advise the Client with on-boarding the selected candidate, if requested by the Client.

Deliverables

SST Consulting will provide an applicant pool of qualified and vetted candidates to be interviewed by the Client leadership team. The method and schedule for interviews will be determined by the Client and coordinated by SST Consulting.

Timing

SST Consulting will diligently strive to provide a pool of vetted, qualified candidates in a timely manner. The timing of final placement is contingent on the availability of qualified applicants, and the Client's leadership as well as selected candidates' availability to participate in selection interviews. On-boarding will be agreed upon by the selected candidate and the Client.

Fees and Expenses

The fee involved in an employment search of this nature is normally fifteen percent (15%) of the first year base salary for the candidate selected. However, SST Consulting previously agreed to a reduced fee of twelve percent (12%) of the first year base salary for reasons as stipulated in the original proposal. Expenses incurred will be billed separately and include costs for advertising, travel and miscellaneous costs such as document preparation and postage. Total expenses will not exceed \$1000.00, unless approval for additional expenses is obtained from the Board.

Guarantees

SST Consulting provides a guarantee that should the candidate's employment be terminated within the first six months of employment, SST Consulting will reopen the search and continue recruitment efforts until a suitable replacement candidate is identified and employed by Client at no cost, excluding expenses.

Agreement

By mutual consent, as reflected by the signatures to this proposal, SST Consulting will commence the search process as proposed herein and diligently apply the expertise and resources of its consultants to provide Client with a qualified candidate for this important role.

Please indicate your agreement and understanding of this proposal by executing your signature below. Once you have signed, please scan and return a signed copy to us. We will in turn sign, and return a copy to you for your files.

We appreciate this opportunity to be of service and anticipate a successful outcome.

For the City of Brandon:

Signature

Date

For SST Consulting:

Signature

Date



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/03/2024
SUBJECT: SALARY CORRECTIONS

Consideration to make salary corrections for individuals who were inadvertently missed during the budget, as per the attached memos; the finance director is authorized to make the necessary budget amendments.

ATTACHMENTS:

1. FY25 Employee Salary Corrections

Public Works Salary Corrections FY25

Employee ID	Position	Approved FY25 Salary	Corrected FY25 Salary
10014878	Water	\$ 40,000.00	\$ 45,000.00
1001110	Street	\$ 45,000.00	\$ 50,000.00
1006887	Street	\$ 55,000.00	\$ 60,000.00

Police Salary Corrections FY25

Employee ID	Position	Approved FY25 Salary	Corrected FY25 Salary
10014869	Communications Officer	\$ 36,000.00	\$ 44,774.08
10014873	Communications Officer	\$ 36,000.00	\$ 44,774.08
10014837	Communications Officer	\$ 36,000.00	\$ 44,774.08
2246	Communications Officer	\$ 36,000.00	\$ 44,774.08
10014847	Communications Officer	\$ 36,000.00	\$ 44,774.08
10014854	Communications Officer	\$ 36,000.00	\$ 44,774.08
2204	Communications Officer	\$ 36,000.00	\$ 44,774.08
10014864	Communications Officer	\$ 36,000.00	\$ 44,774.08
OPEN	Communications Officer	\$ 36,000.00	\$ 44,774.08
1821	Patrol Sergeant	\$ 68,000.00	\$ 68,500.00

Court Services Salary Corrections FY25

Employee ID	Position	Approved FY25 Salary	Corrected FY25 Salary
901	Municipal Court Judge	\$ 38,870.45	\$ 45,000.00
841	Municipal Public Prosecutor	\$ 26,968.38	\$ 30,000.00
1709	Municipal Public Defender	\$ 22,716.06	\$ 25,500.00

Change
\$ 5,000.00
\$ 5,000.00
\$ 5,000.00

Change
\$ 8,774.08
\$ 8,774.08
\$ 8,774.08
\$ 8,774.08
\$ 8,774.08
\$ 8,774.08
\$ 8,774.08
\$ 8,774.08
\$ 8,774.08
\$ 500.00

Change
\$ 6,129.55
\$ 3,031.62
\$ 2,783.94



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/04/2024
SUBJECT: MURPHY'S LAWN & LANDSCAPE - CITY HALL

Consideration to approve a quote from Murphy's Lawn & Landscape, Inc. as a professional services contract to renovate and clean City Hall's planting beds in the front parking lot, and authorize the Mayor to execute the same.

ATTACHMENTS:

1. Memo_City Hall Clean Landscape Planting Areas
2. Quote_Murphy Landscape-City Hall



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: CITY HALL CLEAN LANDSCAPE PLANTING AREAS

Asking for your consideration to approve the quote from Murphy's Lawn & Landscape, Inc., shown below, to renovate and clean the building's planting beds in the front parking lot, and authorize the mayor to execute the same.

- Murphy's Lawn & Landscape, Inc. - \$4,987.39 GL Code 001-092-675

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

ATTACHMENTS

- Murphy's Lawn & Landscape, Inc. Quote

Murphy's Lawn & Landscape, Inc.

P.O. Box 2342
Brandon, MS 39043

Estimate

Date	Estimate #
10/4/2024	14657

Name / Address
City of Brandon Attention: Jody

Description	Qty	Cost	Total
We hereby submit estimates for landscaping as follows: Brandon City Hall To effectively weed all applicable beds in front of City Hall except for the bed in front of strip center as directed and install long leaf pine straw in all beds (City supplies pine straw), all debris to be hauled off site. The newest bed (most west positioned bed) will be undercut approximately 2-3" and soil removed, heavy filter fabric will be installed, and then crushed concrete will be applied on top (City supplies crushed concrete). The shrub line along detention pond will be weeded and cleaned, and fresh straw will be installed in those areas. PO#	1	4,987.39	4,987.39
Please call Ryan with any questions 601-624-5232	Total \$4,987.39		

Customer Signature _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BUTCH LEE
DATE: 10/07/2024
SUBJECT: PERMISSION TO PURCHASE TWO (2) 2024 TRIPLE R TRAILERS

Request permission to purchase two (2) 2024 Triple R 82 X 20 trailers from MC Trailer Sales Inc., as the lowest and best quote received, at a total of \$9,050.00 and authorize payment of the same.

ATTACHMENTS:

1. MC Trailer Sales Inc Quote
2. Alpha Trailer and Truck Specialties LLC Quote

MC Trailer Sales Inc

7674 Hwy 25
Brandon, MS 39047
(601) 405-5553
mctrailersales@gmail.com



Estimate

ADDRESS		SHIP TO		ESTIMATE		1741
City of Brandon		City of Brandon		DATE		10/02/2024
DATE	DESCRIPTION	ACTIVITY	SKU	QTY	RATE	AMOUNT
10/03/2024	2024 Triple R 82x20 5x3x1/4 MF, Pipe Top, (2) 5200lb Axles, (1) Brake, BA Kit, Built In Ramps	2024 Triple R 82x20 5x3x1/4 MF, Pipe Top, (2) 5200lb Axles, (1) Brake, BA Kit, w/Built In Ramps	23872	1	4,500.00	4,500.00
10/03/2024		Title Application Fee		1	25.00	25.00
SUBTOTAL						4,525.00
TAX						0.00
TOTAL						\$4,525.00

Accepted By

Accepted Date

OFFER TO PURCHASE

Alpha Trailer & Truck Specialties LLC

1670 Hwy 80 E
Pearl, MS, USA, 39208-3219
P: (601) 932-9798
E: support@alphaofms.com
Tax ID: 472467323



SOLD TO

CITY OF BRANDON PUBLIC WORKS
MS, USA

P: (601) 201-0738
E: ramason@brandonms.org

ORDER# CO-0016021

October 07, 2024

Sold by: Jason Jackson

UNIT PURCHASED

NEW - Load Trail, 83" X 20' Tandem Carhauler W/Side Rails, 2 - 5,200 Lb Dexter
Spring Axles (1 Elec FSA Brake), BLACK

0Mi

Unit Pricing	Base Unit	\$6,172.40	\$6,172.40
Products & Fees	Document Fee - Document Fee	\$90.00	
	Title Fee - Title Fee	\$10.00	\$100.00

TOTALS

Units	\$6,172.40
Products & Fees	\$100.00
Sub-Total	\$6,272.40
Total	\$6,272.40
Balance Due	\$6,272.40

Buyer : _____

Seller : _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/27/2024
SUBJECT: PROFESSIONAL SERVICES AGREEMENTS

Consideration to approve professional services agreements for the purposes of promoting tourism in accordance with HB1521 (2023 MS Legislative Session) and other lawful and related purposes; authorize the Mayor to execute the same; and approve payment of all show related expenditures:
Kidz Bop Kids - LN Sell-off Agreement Brandon Amphitheater 09.16.2024
Bryan Martin Artist Ageement - City Hall Live 2024.pdf

ATTACHMENTS:

1. Kidz Bop Kids - LN Sell-off Agreement Brandon Amphitheater 09.16.2024
2. Bryan Martin Artist Agreement - City Hall Live 2024

ARTIST AGREEMENT

This agreement ("Agreement") dated _____, 2024 between Bryan Martin, with an address of 652 Overhead Bridge Road, Hampshire, TN 38461 ("Artist") and City of Brandon, Mississippi, a Municipal Corporation, with an address of 1000 Municipal Drive, Brandon, MS 39042 ("Purchaser") confirms the agreed upon terms and conditions relating to the promotion and presentation by Purchaser of Artist's performance of the following concert event(s) Frank Foster (the Engagement"):

Venue: City Hall Live
City/State: Brandon, Mississippi
Date(s): October 18, 2024

The parties hereto agree as follows: Artist Guarantee \$500.00 FLAT to be paid upon performance.

Producer agrees to furnish the services of Artist to perform the Engagement, based upon the attached Terms and Conditions Addendum.

The "Term" of this Agreement shall commence upon the date hereof and continue until performance of the Engagement, except as otherwise provided herein.

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

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

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

The City requires a fully executed contract at least 72 hours prior to the night of the show.

The full amount of the guarantee owed to Producer shall be payable upon performance of the Engagement via check or wire transfer to a Company designated bank account.

The parties shall mutually agree upon local production requirements in advance of the Engagement.

ACCEPTED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

CITY OF BRANDON, MISSISSIPPI, A
MUNICIPAL CORPORATION

BRYAN MARTIN

By: _____
Hon. Butch Lee
Name/Title: Mayor

By: _____
Name/Title: _____

Date: _____

Date: _____

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

1. LOCAL RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

2. PRODUCTION & CREATIVE CONTROL

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

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

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

3. BILLING

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

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

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

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

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

4. NO RECORDING/BROADCAST

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

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

5. ANCILLARY RIGHTS

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

6. FINANCIAL SETTLEMENT

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

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

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

7. TICKETS

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

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

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

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

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

8. SPONSORSHIP

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

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

9. MERCHANDISING

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

10. FORCE MAJEURE

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

11. DEFAULT AND BREACH

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

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

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

12. INDEMNIFICATION

(a) Intentionally omitted.

(b) Intentionally omitted.

13. INSURANCE

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

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

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

14. REPRESENTATIONS AND WARRANTIES

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

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

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

15. GOVERNING LAW

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

16. NATIONAL AND INTERNATIONAL COMPLIANCE

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

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

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

17. MISCELLANEOUS

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

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

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

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

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

18. WITHHOLDING TAXES

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

19. COVID PROVISION

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

20. FIREARMS PROVISION

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



Show Offer

Confirmed

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

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

trevor@redmountaintertainment.com

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

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

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

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

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

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

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

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

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

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

Purchaser: City of Brandon, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger - lynn@redmountaintertainment.com

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

VENUE NOTES

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

Purchaser: City of Brandon, Mississippi, a Municipal Corporation

Signatory: Hon. Butch Lee, Mayor

Contracts: Lynn Weinberger - lynn@redmountaintertainment.com

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

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

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

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

Settlement will conform to the Performance Offer as confirmed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offer ID: Evt-1917455

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

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



Hon. Butch Lee, Mayor
City of Brandon, MS



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/03/2024
SUBJECT: **CONSIDERATION OF REJECTING THE TWO BIDS RECEIVED F**

Consideration of rejecting the two bids received for the Tennis Rehabilitation Project since neither bid met the bid requirements and authorizing the readvertisement of the project.

ATTACHMENTS:

1. No valid certificate of responsibility at the time of bid

THOMSON REUTERS

WESTLAW Mississippi Attorney General Opinions*Mr. Lucien C. Gwin, Jr.*

Office of the Attorney General

March 12, 1984

1984 WL 247324 (Miss.A.G.)

Office of the Attorney General

State of Mississippi

*1 March 12, 1984

*1 Mr. Lucien C. Gwin, Jr.

*1 Attorney for the Board of Supervisors of Adams County

*1 Post Office Box 1344

*1 Natchez, Mississippi 39120

Dear Mr. Gwin:

*1 Attorney General Edwin Lloyd Pittman has received your opinion request and has assigned it to me for research and reply, your letter of request stating:

*1 "I am the regularly employed attorney for the Board of Supervisors of Adams County, Mississippi and have been instructed by the Board to ask for your opinion on the following problem situation:

*1 "On February 13, 1984, after advertisement for **bids**, the Board received **bids** for the construction of a road equipment barn for District Four. Eight (8) **bids** were received of which three (3) had no **Certificate** of **Responsibility** Number on the envelope containing **bids**. Mistakenly, I, as board attorney, **opened** all of the **bids** including the ones without **certificate** numbers. One of the **bids** with no number was the lowest **bid**. Further, a check with the State Contractors Board revealed that the low bidder did not have a current **certificate** number **at** the **time** he submitted his **bid**. Several days after the problem surfaced, he made application for a **certificate**.

*1 "The next lowest bidder has a current **certificate** number and had one **at** the **time** he submitted his **bid**.

*1 "The lowest bidder, who had no **certificate** number, maintains that he had a valid **certificate** number in the name of a partnership, B & H Construction Company, and that he was one of the partners. However, it develops that that **certificate** number had **expired** in early January, 1984, more than one month prior to the receipt of **bids** by the Board. It is this **certificate** that the lowest bidder is seeking to renew by renewal application to the Contractors Board.

*1 "Having filed the application for renewal, the lowest bidder now takes the position that he was qualified to **bid at** the **time bids** were received by the Board even though the partnership **certificate** had **expired**.

*1 "I am convinced and after having discussed it with you, have advised the Board that even if the partnership **certificate** would have qualified the lowest bidder to **bid** the job in his individual name, he still was not qualified to **bid** because the partnership **certificate** had **expired at** the **time bids** were received and under Mississippi Code Section 31-3-15 he did not have a current **Certificate** of **Responsibility** issued by the Board of Public Contractors **at** the **time** of the submission of the **bid**.

*1 "Please give my Board your written opinion advising whether the **bid** can be awarded to the lowest bidder and if in your opinion it can be awarded to him, please advise what the order of the Board must contain."

*1 Section 31-3-15, Mississippi Code of 1972, states:

*1 "No contract for public works or public projects costing in excess of twenty-five thousand dollars (\$25,000.00) shall be issued or awarded to any contractor who did not have a current **certificate** of **responsibility** issued by said board **at** the **time** of the submission of the **bid**, or a similar **certificate** issued by a similar board of another state which recognizes **certificates** issued by said board. Any contract issued or awarded in violation of this section shall be null and void."

*2 Assuming the apparent low bidder's **bid** was in excess of \$25,000.00, his **bid** was not eligible to be **opened** or considered or awarded, he not having "a current **certificate** of **responsibility** issued by said board (of public contractors) **at** the **time** of the submission of the **bid** . . ."

Yours very truly,

*2 Edwin Lloyd Pittman

*2 Attorney General

1984 WL 247324 (Miss.A.G.)

END OF DOCUMENT



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/16/2024
SUBJECT: LOGICS SOFTWARE

Consideration to authorize payment to Logics Software annual maintenance and support in the amount of \$10,638.00.

ATTACHMENTS:

1. 2179_001



Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

INVOICE

Invoice #: 24-IN7102
Invoice Date: 09/01/2024
Payment Terms: Net 30
Due Date: 10/01/2024

Description: Annual Logics Software
Maintenance - 10/01/24-9/30/25

Attn: Accounts Payable
Brandon City
1000 Municipal Drive
Brandon, MS 39042

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
1	2-LG-1054	Logics Financial Management - Support & Maintenance	\$1545	\$1,545.00	Contract #: LLA-C0104
1	2-LG-1063	Logics Inventory Management - Support & Maintenance	\$309	\$309.00	Contract #: LLA-C0104
1	2-LG-1128	Logics Revenue Management - Support & Maintenance	\$772.5	\$772.50	Contract #: LLA-C0104
1	2-LG-1137	Logics Utilities Management - Support & Maintenance	\$4017	\$4,017.00	Contract #: LLA-C0104
1	2-LG-1082	Logics Notify (Outbound IVR) - Support & Maintenance	\$309	\$309.00	Contract #: LLA-C0104
1	2-LG-1099	Logics Phone Pay (IVR Credit Card Processing) - Support & Maintenance	\$309	\$309.00	Contract #: LLA-C0104
1	2-LG-1086	Logics Online Bill Payment & Inquiry - Support & Maintenance	\$309	\$309.00	Contract #: LLA-C0104
1	2-LG-1037	Logics E-Bill Notify - Support & Maintenance	\$309	\$309.00	Contract #: LLA-C0104
1	2-LG-1004	Logics AMR Device Interface - Support & Maintenance	\$750	\$750.00	Contract #: LLA-C0104
1	2-LG-1032	Logics Dashboard (Management Console) - Support & Maintenance	\$772.5	\$772.50	Contract #: LLA-C0104
1	2-LG-1110	Logics Professional Payroll - License only	\$618	\$618	Contract #: LLA-C0104
1	2-LG-1107	Logics Professional HR - License only	\$618	\$618	Contract #: LLA-C0104
			TOTAL:	\$10,638.00	

Proven Solutions That Power Local Government



Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

Thank you for your business!
Please contact us at
AR@Edmundsgovtech.com
with questions regarding this invoice.
Visit our support site
www.Edmundsgovtech.com

INVOICE

Invoice #: 24-IN7102
Invoice Date: 09/01/2024
Payment Terms: Net 30
Due Date: 10/01/2024

Description: Annual Logics Software
Maintenance - 10/01/24-9/30/25

QTY	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT	NOTES
			PAYMENTS/ CREDITS APPLIED:	\$0.00	
			TOTAL AMOUNT DUE:	\$10,638.00	

Proven Solutions That Power Local Government

AGENDA
BRANDON BOARD OF ALDERMEN & MAYOR
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
OCTOBER 2, 2023

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
 1. Graylon Blackshear and Haley Cagle
3. PUBLIC COMMENTS AND RECOGNITIONS
4. OLD BUSINESS
 1. Approve the Regular Board Meeting Minutes of September 18, 2023.
5. BUTCH LEE, MAYOR
 1. Consideration to adopt a resolution authorizing Municipal Intercept Company, LLC to submit debts to the Mississippi Department of Revenue as authorized by the Local Government Debt Collection Setoff Act and authorize Mayor to execute the Agreement to Collect Municipal Debt.
6. ANGELA BEAN, CITY CLERK
 1. Consideration to approve the quote from Nixon (formerly RP Power, LLC) in the amount of \$22,470.00 for a professional services generator maintenance agreement and authorize Mayor to execute agreement.
 2. Consideration to approve the professional services agreement with Fuse.cloud for telecommunications services for a period of 3 years and authorize Mayor to execute related documents.
 3. Authorize payment in the amount of \$10,638.00 for Logics Software annual maintenance and support.
 4. Request permission to deposit excess funds from the Meter Account in the amount of \$1,000,000 into the Trustmark Investment Account.
 5. Consideration to adopt an ordinance setting the salary of the Mayor at \$115,000 per year and authorize Mayor Pro Tempore, Lu Coker to execute the same.
 6. Consideration to approve salary realignments effective October 16, 2023 in accordance with the memo.
 7. Consideration to accept the Municipal Compliance Questionnaire for fiscal year 2023 and authorize the Mayor and Clerk to sign the same.
 8. Consideration to approve the fiscal year 2023 budget amendments and authorize



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/03/2024
SUBJECT: ARCHIVESOCIAL CONTRACT

Consideration of the approval of a Standard Plan quote from ArchiveSocial, in order to come into compliance with the requirements of the Mississippi Public Records Act. The first year of the contract will be in the amount of \$6,391.00.

There are 3 reasons I am recommending this service:

1. It archives all of our social media so that we can meet the requirements of the Mississippi Public Relations Act. This includes: Facebook, Twitter/X, Instagram, YouTube, LinkedIn, TikTok, Pinterest, Vimeo, Flickr, and snapshots of our City's website.
2. We can retrieve all posts and threads quickly and easily. Deleted ones will be identified as deleted; also when and who deleted them.
3. It monitors our social media for illegal and inappropriate posts. Notices will be sent to police if someone posts a public threat.

Everything is cloud based. No additional hardware is required.

ATTACHMENTS:

1. City of Brandon MS - ArchiveSocial Executive Summary
2. Brandon, MS - ArchiveSocial SOW - Standard Plan 12for9
3. DOC092024-09202024105948

City of Brandon, MS

EXECUTIVE SUMMARY FOR BOARD OF ALDERMEN

October 7, 2024

SUBJECT: Approve agreement with CivicPlus ArchiveSocial social media archiving service for 10/9/2024-10/8/2025

PURPOSE: To inform and recommend to the Board of Aldermen that the City of Brandon implements ArchiveSocial to satisfy our need for archiving of social media as public records due to the Mississippi Public Records Act.

BACKGROUND INFORMATION:

At the October 7th Board of Aldermen meeting, the City of Brandon will seek approval for the agreement with ArchiveSocial for their automated social media archiving services not to exceed \$6,391 for service dates 10/9/2024-10/8/2025.

ArchiveSocial is an automated social media archiving service. ArchiveSocial helps meet the needs for public records archiving and servicing public records act requests. Communications on social media and messaging applications are subject to the same disclosure guidelines as communications on more conventional mediums such as email or text.

The Mississippi Public Records Act defines public records as, “any other documentary materials, regardless of physical form or characteristics, having been used, being in use, or prepared, possessed or retained for use in the conduct, transaction or performance of any business, transaction, work, duty or function of any public body”. The information posted to social media by public agencies, as well as the comments and replies received on that information, can constitute public records in Mississippi and must be retained.

Social media increasingly serves as a primary communications channel with the public. The ability to retain and produce accurate records of our social media becomes increasingly important. Records of social media content may prove critical in protecting the City of Brandon during legal proceedings and other risk-oriented circumstances.

ArchiveSocial currently archives social media such as Facebook, Twitter / X, Youtube, Instagram, LinkedIn, TikTok, Vimeo, Pinterest, Flickr, and the City’s website

Archiving government agency's social media pages is something that thousands of agencies across the country are already addressing by using ArchiveSocial. This includes many agencies in the State of Mississippi including the City of Pearl, the City of Ridgeland, the City of Madison, the City of Byram, the City of Brookhaven, the Mississippi Insurance Department, Harrison County, and many more.

ArchiveSocial is the #1 provider of social media archiving and risk management technology for public agencies, servicing over 8,000 state, local and federal government agencies in all 50 US states.

Submittee - Mary Ann Hess

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Order Form**Quote #:**

Q-85327-1

Date:

10/2/2024 4:23 PM

Expires On:

10/31/2024

Client:

City of Brandon, MS

Bill To:

BRANDON CITY, MISSISSIPPI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kemp Wyatt		kemp.wyatt@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial Provisioning Fee - Standard	ArchiveSocial Account Activation and Setup

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	ArchiveSocial - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots

List Price - Initial Term Total	USD 8,188.00
Total Investment - Initial Term	USD 6,391.00
Annual Recurring Services (Subject to Uplift)	USD 7,188.00

Initial Term	10/9/2024 - 10/8/2025, Renewal Term 10/9 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Acceptance Date

Annual Uplift	5% to be applied in year 2
---------------	----------------------------

This Order Form sets forth the commercially binding terms of the Client's (as defined above) usage of the ArchiveSocial services (the "Services"). By accepting this Order Form, which may be evidenced by your return of this completed Order Form, written acceptance (e-mail is sufficient), or Client's access and use of the Services, you, on behalf of the Client, are representing that you are authorized to bind the Client listed herein to the pricing and term stated in this Order Form

Please note that if you plan to issue a purchase order, we request you include the following language on the front of the PO:

ArchiveSocial's maximum liability under this purchase order is limited to the total amount of fees received during the 12-month period preceding the event giving rise to the liability, except that such limitation of liability will not apply to ArchiveSocial's indemnification for intellectual property infringement or personal injury.

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

THOMSON REUTERS

WESTLAW Mississippi Attorney General Opinions*P. Scott Phillips, Esq.*Office of the Attorney General
September 3, 2010

2010 WL 4105465 (Miss.A.G.)

Office of the Attorney General

State of Mississippi

*1

Opinion No. 2010-00123

*1 September 3, 2010

Re: Delta Regional Medical Center

*1 P. Scott Phillips, Esq.

*1 Campbell Delong, LLP

*1 Post Office Box 1856

*1 Greenville, Mississippi 38702-1856

Dear Mr. Phillips:

*1 Attorney General Jim Hood has received your request for an opinion and has assigned it to me for research and response.

Issues Presented*1 You inquire as to whether a public entity must seek competitive **bids** when procuring web-based **services**. Specifically, you ask the following:*1 This office represents Delta Regional Medical Center ("DRMC"), a community hospital as defined under Mississippi **law** which is located in Greenville, Mississippi.

*1 As part of the American Recovery and Reinvestment Act of 2009, hospitals are given governmental incentives to upgrade their electronic operating system to meet the goals of the act relative to electronic medical records. Accordingly, it will be necessary for DRMC to invest in technology in order to qualify for the incentives. This investment will include a **subscription** to one of a few companies which provide healthcare entities with healthcare information technology. DRMC has been provided proposals from three companies offering such **services**. According to each proposal, DRMC must pay for a license to access the software via the internet, and maintain a **subscription** fee during the term of the contract. Additionally, DRMC would be obligated for professional **services** and support from the provider. The server, which is owned by the information technology provider, is located at a remote location and DRMC's proprietary information would be located at this remote host. Again, DRMC's use and access to the computer software would be web-based.

*1 Based upon my review of previous Attorney General Opinions, it is my understanding that "computer services fall under the general category of professional or personal services exempt from the requirement of competitive bids." MS AG Op., Purde (March 20, 1979); MS AG Op., Lee (December 6, 1988). The opinion of MS AG Op., Haque, No. 2000-0270 (June 20, 2000), is an opinion which most closely resembles the facts of the instant matter. In Haque, it was determined that the **services** of a web-based **service** provider may be procured without the necessity of advertisement for **bid**. On the other hand, I am aware of opinions which stand for the proposition that "computer software" is a commodity and **purchases** of same must be made pursuant to the provisions of Miss. Code Ann. Section 31-7-13 (1972). MS AG Op., Eskridge (February 29, 1988); MS AG Op., Jones (June 1, 2001).

*1 DRMC is uncertain whether the proposed arrangement would constitute solely "computer services" or a mixture of "computer services" and "computer software." The "services" or "software" are highly technical in nature, would be specific to the business departmental model of DRMC, and would require highly technical training, skill and experience in the healthcare industry, a highly regulated industry.

*2 Is DRMC required to advertise for bids before entering into a contract for the web-based **services** and/or web-based **software** described above?

*2 In order to qualify for the incentives, DRMC must have commenced the conversion to the new technology by a certain date in the not so distant future; therefore, it is respectfully requested that this request for an opinion be expedited.

Additional Information

*2 During a telephone conversation on March 23, 2010, you stated that Delta Regional Medical Center was seeking to **purchase** a web-based **service** that would provide storage of electronic health records. You state that, while the **service** includes a software component in that the DRMC would be required to download software to access the web-based **service**, the software would be ancillary to the record storage **service** sought. Additionally, you provided that the fee to be paid by DRMC was based on the **service**. If DRMC failed to pay the required fee, the **service** would be terminated and DRMC would be left with information technology software that would be of no use to them.

Response

*2 The **purchase** by a governing authority of a contract for web-based **services** is not **subject to** the statutory mandates of Mississippi Code Annotated Section 31-7-13. However, we strongly encourage public entities to solicit **bids** or proposals, even when not legally required, in order to ensure that the public entity is receiving the best value at the lowest cost to the citizens and is not exercising improper favoritism.

Applicable Law and Discussion

*2 The **purchase** of computers, software, commodities or equipment by governing authorities would be **subject to the public purchasing law** found at Mississippi Code Annotated Section 31-7-13. (However, **purchases** of information technology products made by governing authorities from **purchase** schedules or contracts executed or approved by the Department of Information Technology **Services** would be exempt from the mandates of Section 31-7-13. See Section 31-7-13(m)(xi).)

*2 Although, at first glance, the item DMRC seeks to procure appears to fall into the category of information technology products which requires compliance with Section 31-7-13, you indicated, during our telephone conversation, that the public entity is actually seeking the procurement of record storage **services**, the software element being simply a means to provide DMRC access to the **service** being sought. We have consistently opined that contracts for **services** by governing authorities are not **subject to the statutory competitive bidding** requirements of Section 31-7-13. MS AG Op., *Jones* (January 11, 2008); MS AG Op., *Jones* (June 1, 2001); MS AG Op., *Gwin* (September 6, 1996). In fact, we have previously opined that the "**services of a web-based e-Government services provider**" by a governing authority are not **subject to** the mandates of Section 31-7-13. MS AG Op., *Haque* (June 20, 2000).

*2 Even though there are no competitive requirements in the procurement of **service** contracts by governing authorities, we recommend that public entities solicit **bids** or proposals in order to ensure that the public entity is receiving the best value and not exercising improper favoritism. MS AG Op., *Bowman* (April 30, 1999). This is especially true where it is factually unclear whether the contract is one for services, for commodities or software, or for both. Whether a particular contract is a contract for services, as opposed to a contract for the purchase of commodities or equipment, is a factual determination to be made by the public entity and is subject to judicial review. MS AG Op., *Sherard* (June 16, 1994).

*3 If our office may be of further assistance, please advise.

Sincerely,

*3 Jim Hood

*3 Attorney General

*3 By: Leigh Triche Janous

*3 Special Assistant Attorney General

2010 WL 4105465 (Miss.A.G.)

END OF DOCUMENT





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: REBECCA PEVEY
DATE: 10/04/2024
SUBJECT: PEST CONTROL SERVICE - CITY SHOP

Asking for your consideration to amend the current Pest Control Service Agreement with David Jefcoat Pest Control, INC., to include the City Shop. Service to include quarterly service to the inside, outside and perimeter of the building. This cost is \$75 per quarter or \$300 per year. Request permission to authorize the mayor to execute this amendment and all related documents.

ATTACHMENTS:

1. Memo_Pest Control Service Agreement FY25_100424
2. Service Agreement_Jefcoat Pest Control



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS, CITY CLERK
JODY COMPTON, FACILITIES MANAGER
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: PEST CONTROL SERVICE AGREEMENT FOR CITY SHOP

Asking for your consideration to amend the current Pest Control Service Agreement with David Jefcoat Pest Control, INC., to include the City Shop. Service to include quarterly service to the inside, outside and perimeter of the building. This cost is \$75 per quarter or \$300 per year.

Request permission to authorize the mayor to execute this amendment and all related documents.

- City Shop Service GL Code 400-673-600

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

ATTACHMENTS

- David Jefcoat Service Agreement

Pest Control Service Agreement



DAVID JEFLOAT PEST CONTROL, INC.

P. O. Box 788 Brandon, MS 39043

601-825-4205

QUALITY
DEPENDABLE
SERVICE

CUSTOMER <i>The City of Brandon</i>		BILLING ADDRESS <i>P.O. Box 1539, Brandon, MS 39043</i>	
PHYSICAL ADDRESS <i>401 North Street - City Shop</i>			
CITY, STATE, ZIP <i>Brandon, ms 39042</i>		TYPE PROPERTY <i>Commercial</i>	SUBDIVISION
PHONE <i>601-383-4305</i>		PHONE	CONTACT PERSON <i>Randall</i>
DATE SERVICE BEGINS <i>10-1-2024</i>		EXPIRATION DATE <i>until cancellation</i>	
SERVICE TO BE PERFORMED ☐ MONTHLY ☐ EOM ☒ QUARTERLY ☐ SEMI ☐ OUTSIDE ONLY		EMAIL <i>601-201-0738</i>	

PESTS TO BE CONTROLLED:

HOUSEHOLD CRAWLING INSECT PESTS, RATS, MICE, ANTS IN AND NEAR SERVICE STRUCTURE. FLEAS, BED BUGS AND STRUCTURAL INSECT PESTS EXCLUDED. ADDITIONAL TREATMENT FOR FLYING INSECT PESTS CAN RESULT IN AN ADDITIONAL TREATMENT CHARGE.

SPECIAL INSTRUCTIONS:

*Inside + Outside Office Area
Perimeter of the Shop*

BINDING ARBITRATION:

In the event of a dispute between Company and Customer arising out of or relating to this Contract, including but not limited to the interpretation of the terms and conditions of this contract, the making of the Contract, or breach of any provision of this Contract, the parties hereby expressly agree to submit their dispute to binding arbitration for resolution in accordance with the rules and requirements of the American Arbitration Association. The parties acknowledge and understand that by agreeing to submit their dispute to binding arbitration they are effectively waiving their right to trial by jury as a means of resolving disputes. Furthermore, the parties acknowledge that they desire to arbitrate any dispute arising from this Contract in an effort to resolve such dispute(s) quickly and to avoid litigation. Judgment upon such arbitration award may be entered in any court having jurisdiction.

SERVICE GUARANTEE: We agree to apply chemicals to control above-named pests in accordance with terms and conditions of the Service Agreement. All labor and materials will be furnished to provide the most efficient pest control and maximum safety required by federal, state and city regulations. **Customers may skip one service per year, but skipping more than one service will result in an additional treatment charge at the next service. If a customer owes for two past services we will not continue the service until the balance is paid. If non-payment results in skipping more than one service then it will result in an additional treatment charge at the next service. Quarterly pest services are guaranteed. Re-services are for customers seeing live insects or mice and rats inside between services. Four months or semi-annual services are not guaranteed.**

SERVICE RENEWAL: This agreement shall be for an initial period of one year, and will renew itself annually unless either party cancels this agreement by giving thirty days written notice before any expiration date. Prices subject to change after initial period.

INITIAL SERVICE CHARGE

\$

BY
COMPANY

Lynn Jefcoat
AUTHORIZED SIGNATURE

DATE

7-26-2024

MONTHLY QUARTERLY PAYMENTS

\$

75.00

FOR
CUSTOMER

AUTHORIZED SIGNATURE

DATE

ANNUAL
AGREEMENT CHARGE

\$

300.00



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/12/2024
SUBJECT: APPROVE 16TH SECTION LEASE PAYMENT

Consideration to approve the 2024 Sixteenth Section Lease Payment 16-5-3 I8J-52 in the amount of \$5,161.42. The annual lease begins on 10/01/2024.

ATTACHMENTS:

1. 2024 Sixteenth Lease 16-5-3 I8J-52

V#1029

Rec'd 9/12/2024



**Rankin County
School District**
TRADITION OF EXCELLENCE

BRANDON FLORENCE MELAUREN NORTHWEST PELAHATCHIE PISGAH PUCKETT RICHLAND

16th Section Land Management

Office Address: 200 School Road | Brandon, MS 39042 | 601-825-5147
Mailing Address: Post Office Box 1359 | Brandon, MS 39043 | www.rcsd.ms

INVOICE

TO:
CITY OF BRANDON
P.O. Box 1539
Brandon, MS 39043

DATE: September 12, 2024

RE: 2024 SIXTEENTH SECTION LEASE(S) PAYMENT
16-5-3 I8J-52

001-092-642

Dear Leaseholder:

Your Sixteenth Section Lease payment in the amount of **\$5,161.42** is due. Your annual lease date is on **10/01/2024**.

Please mail your payment by check, money order or cashier's check to our mailing address listed above. Should you have any questions regarding this matter, please feel free to contact Maverick Harrison, Sixteenth Section Land Manager at 601-824-5147.

REMINDER:

*If you plan to pay your rent in cash, please have the correct amount.
We do not keep change in our office.*

It is the responsibility of the Lessee to pay annual property taxes timely. In the event the annual property taxes are not paid in full by February 28th each year, you will be in default under your lease and subject to cancellation of your lease.

Dr. Scott Rimes
Superintendent of Education



Rankin County Map Viewer

rankwidoin



▼ I8J-52 X Q

Show search results for I8J-52



201

Tamberline Street

North College Street

Felicity Street

Black Street

Parcel ID: I08J000052 00000

PPIN: 32349

Acreage: 0.43

Owner: CITY OF BRANDON

LandRoll: [Link](#)

[Zoom to](#)

US 80



237



Mudbugs 042



Black Street

103

MS 468

Felicity Street

100ft

loading

[Print](#) [Search Again](#)

PPIN	Parcel Number	Section	Township	Range
032349	I08J000052 00000	16	05	03
Google Map	GIS Map	Deed Preview	Building Sketch	
External Link	Rankin County GIS Map Viewer	Rankin County Deed Viewer	No sketch found	
Assessed Owner		Appraised Values		
CITY OF BRANDON		Land Value	37,900.00	
100 MUNICIPAL DR BRANDON MS39042		Improvement Value	0.00	
		Total	37,900.00	
		Assessed Values		
Location		Land Value	5,685.00	
		Improvement Value	0.00	
		Total	5,685.00	
260 W GOVERNMENT ST		Building Info.		
Legal Description		Year Built	0	
LOT 189.5 X 100 IN NE4 SE4 N OF COLLEGE W OF FELICITY		Base Area	0	
DB 270 PG 167 0043071		Adjusted Area	0	
TAXES	Due	Paid	Structure Code	
County	0.00	0.00	Deed Info	
City	0.00	0.00	Book	2021
School	0.00	0.00	Page	24057
Total	0.00	0.00	Date	9/15/2021
Paid By			Miscellaneous	
Paid - Receipt #			Homestead Code	
Date Paid	0/0/0			
# of Payments	0			
Penalty Paid	0			



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: REBECCA PEVEY
DATE: 10/01/2024
SUBJECT: PERMISSION TO SURPLUS BROKEN CONCERT CHAIRS

Permission to declare as surplus approximately 209 broken concert chairs and authorize the sale of the same on [govdeals](#), as they are no longer of use to the city with all proceeds going back to the 2% fund.

ATTACHMENTS:

1. AMP CHAIRS 4
2. AMP CHAIRS 3







MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/18/2024
SUBJECT: FYE 2024 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Consideration to accept the Municipal Compliance Questionnaire for fiscal year 2024 and authorize the Mayor and Clerk to sign the same.

ATTACHMENTS:

1. 2187_001

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

City of Brandon, MS
1000 Municipal Drive, Brandon, MS 39042

2. List the date and population of the latest official U.S. Census or most recent official census:

2020 - 25,138

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

Page IV-B6

4. Period of time covered by this questionnaire:

From: October 2023 To: September 2024

5. Expiration date of current elected officials' term: June 2025

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2024

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Yes
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Yes
3. Are municipal records open to the public? (Section 25-61-5) Yes
4. Are meetings of the board open to the public? (Section 25-41-5) Yes
5. Are notices of special or recess meetings posted? (Section 25-41-13) Yes
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) Yes
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Yes
 - Municipal clerk (Section 21-15-38) Yes
 - Deputy clerk (Section 21-15-23) Yes
 - Chief of police (Section 21-21-1) Yes
 - Deputy police (Section 45-5-9) (if hired under this law) Yes
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Yes
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Yes
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Yes
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Yes
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Yes

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Yes

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7)
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

N/A

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Yes
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Yes
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Yes
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Yes
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Yes
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Yes
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Yes
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Yes
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Yes

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Yes
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Yes
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Yes
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Yes

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Yes
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Yes
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Yes
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Yes
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Yes

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Yes
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Yes
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) N/A County
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Yes
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Yes
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Yes
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Yes
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Yes

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Yes
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Yes
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Yes
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Yes
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Yes
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Yes
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Yes

Butch Lee
Mayor
129 Richmond Drive
Brandon, MS 39042
(601)825-9274

Jarrad Craine
Alderman Ward 1
2 Hill Circle
Brandon, MS 39042
(601)454-2506

Cris Vinson
Alderman Ward 2
118 E. Sunset Drive
Brandon, MS 39042
(601)824-8884

Harry Williams
Alderman Ward 3
84 Woodbridge Cove
Brandon, MS 39042
(601)825-8970

Lu Coker
Alderman Ward 4
650 Burnham Road
Brandon, MS 39042
(601)573-0281

Dwight Middleton
Alderman Ward 5
326 Eastridge Drive
Brandon, MS 39042
(601)278-9637

David Farris
Alderman Ward 6
243 Eastwood Drive
Brandon, MS 39042
(601)540-1711

Sharon Womack
Alderman at Large
433 Busick Well Road
Brandon, MS 39042
(601)624-3603

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2024

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Brandon, MS, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 10/01/2024
SUBJECT: FLU SHOT CLINIC

Consideration to hold a Flu Shot Clinic for City personnel on October 28, 2024 at City Hall.

ATTACHMENTS:

1. Memo to have Flu Shot Clinic 10.01.24



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: NIKI JOBE
DATE: OCTOBER 1, 2024
SUBJECT: **FLU SHOT CLINIC**

The personnel department respectfully requests permission to hold a Flu Shot Clinic for City personnel at a date in October to be determined; finding that this benefit is critical to ensuring adequate staffing during cold and flu season which is a direct benefit to the citizenry and an overall savings to the city from the standpoint of the lost time from work.

The clinic will be administered by Brandon Discount Drugs at a cost of \$28.00 per shot.

Thank you for your consideration.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/27/2024
SUBJECT: WINTER MMCCA CONFERENCE

Consideration for City Clerk Mary Ann Hess, Deputy Clerk Rebecca Pevey, and Deputy Clerk Candance Hunley to attend election training at the Winter MMCCA Conference at the Sheraton Refuge Center in Flowood, MS on December 11-13, 2024.

ATTACHMENTS:

None



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: MARY ANN HESS
DATE: 09/09/2024
SUBJECT: CONSIDERATION TO APPROVE:CLAIMS DOCKET FOR FISCAL

Consideration to approve:

- a. Claims docket for Fiscal Year End 2024 - September 30, 2024.
- b. Claims docket for Fiscal Year End 2024 - October 4, 2024 Post Close.
- c. Claims docket for Fiscal Year 2025 - October 7, 2024.

ATTACHMENTS:

1. Claims Docket_09-30-2024 FYE
2. Claims Docket_10-04-2024_FYE PC
3. Claims Docket_10-07-2024



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	001-000							
97835	799	DPS FUND #3734		09/23/2024-JUN 24	JUNE 2024 INTERLOCK IGNITION	001-000-330		\$476.25
97836	799	DPS FUND #3734		09/23/2024 JUN 24	JUNE 2024 SPECIAL ASSESSMENTS	001-000-330		\$1,328.50
97837	799	DPS FUND #3734		09/23/2024 JUL 24	JULY 2024 SPECIAL ASSESSMENTS	001-000-330		\$1,812.49
97838	799	DPS FUND #3734		09/23/2024-JUL 24	JULY 2024 INTERLOCK IGNITION	001-000-330		\$300.00
97839	799	DPS FUND #3734		09/23/2024 AUG 24	AUG 2024 SPECIAL ASSESSMENTS	001-000-330		\$1,891.50
97870	12735	MS ATTORNEY GENERAL'S OFFICE		09/23/2024-JUN 24	JUN 2024-VICTIMS OF HUMAN TRAFFICKING	001-000-330	12	\$1,400.00
				09/23/2024-JUL 24	JUL 2024-VICTIMS OF HUMAN TRAFFICKING	001-000-330	12	\$1,300.00
				09/23/2024-AUG 24	AUG 2024-VICTIMS OF HUMAN TRAFFICKING	001-000-330	12	\$378.50
97881	1224	RANKIN CO SUPERVISORS		09/23/2024-JUN 24	JUNE 2024 LAW LIBRARY	001-000-330	12	\$183.00
				09/23/2024-JUL 24	JULY 2024 LAW LIBRARY	001-000-330	12	\$269.17
				09/23/2024-AUG 24	AUG 2024 LAW LIBRARY	001-000-330	12	\$256.50
97894	838	STATE TREASURER		09/23/2024-AUG 24	AUG 2024-COURT ASSESSMENTS	001-000-330	12	\$19,721.20
97895	838	STATE TREASURER		09/23/2024	JUNE 2024-COURT ASSESSMENTS	001-000-330		\$16,066.50
97896	838	STATE TREASURER		09/23/2024-JUL	JULY 2024-COURT	001-000-330		\$22,497.09



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				24	ASSESSMENTS			
Total For Department				001-000				\$67,880.70
Dept#	001-010							
97859	13833	JBK INC	18221	154255	Court Folder Labels	001-010-500	12	\$212.97
97893	3699	STAPLES CONTRACT & COMMERCIAL, INC	18485	6012229534	OFFICE & CLEANING SUPPLIES/COURT SERVICES	001-010-500	12	\$345.76
						001-010-500	12	\$93.54
						001-010-500	12	\$20.78
						001-010-500	12	\$2.47
						001-010-500	12	\$19.79
						001-010-500	12	\$14.97
						001-010-500	12	\$27.59
						001-010-500	12	\$4.55
						001-010-500	12	\$36.24
						001-010-500	12	\$19.99
						001-010-500	12	\$10.98
						001-010-500	12	\$28.38
						001-010-500	12	\$36.38
						001-010-500	12	\$92.90
						001-010-500	12	\$5.59
						001-010-500	12	\$18.99
						001-010-500	12	\$64.44
97904	13013	TRUSTMARK VISA/MC - LYDIA EASLEY	18483	ORDER #114-3619589-8014611	Amazon-Push Button Cord Cable	001-010-500	12	\$35.32
						001-010-500	12	\$6.99
Total For Department				001-010				\$1,098.62



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	001-092							
97823	389	CENTERPOINT ENERGY ENTEX		6641534-0 SEP 24	1351 W GOVERNMENT ST	001-092-630	12	\$152.44
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL- SEPT 2024	001-092-630	12	\$9,997.85
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	001-092-630	12	\$265.60
						001-092-525	12	\$93.76
97853	13965	GOVERNMENT FINANCE OFFICERS ASSOCIATION		0232542	GFOA MEMBERSHIP DUES/T RIGGIN	001-092-695	12	\$225.00
97860	10529	K&S TRUCKING LLC	18445	25781	Front Tire For Dodge Caravan Vin #1597	001-092-540	12	\$105.00
97876	9654	PROTEL, INC	16773	240900813	ACCT #1364-CALL CENTER SERVICE	001-092-600	12	\$12.98
97898	11832	THE LANDING PLANT & FEED LLC	18375	33798	74 ROUND BALES OF PINESTRAW	001-092-637	12	\$917.60
97901	13841	TRACIE RIGGIN		09/26/2024	REIMBURSE FILING FEE & MSCPA ANNUAL DUES	001-092-690	12	\$32.00
						001-092-690	12	\$0.80
						001-092-695	12	\$220.00
97902	12065	TRUSTMARK VISA/MC - BUTCH LEE		CS2377193	SHRM PROFESSIONAL MEMBERSHIP/NIKI JOBE	001-092-695	12	\$264.00
						001-092-600	12	\$59.98
97907	11103	VESTIS GROUP INC F/K/A ARAMARK		2780281602	CHECKS-08/31/2024 MOPS FOR SENIOR CENTER AND CITY	001-092-510	12	\$45.95



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
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HALL

Total For Department			001-092					\$12,392.96
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Dept# 001-112

97817	5592	AMERICAN BUSINESS FORMS	18386	INV07648670	Impound Inventory Report Sheets	001-112-620	12	\$205.00
						001-112-620	12	\$20.72
97829	4293	COMCAST CABLE		8396410610147 155 SEP 24	PD INTERNET 9/18 TO 10/17/2024	001-112-605	12	\$270.25
97832	4870	CROW BURLINGAME CO.	18436	6006-7203	Battery For Unit 14-002	001-112-635	12	\$155.00
97840	356	DPS LAW ENFORCEMENT		90148900	ANALYTICAL FEES	001-112-600		\$60.00
97844	374	EMPIRE TRUCK SALES, INC.	18495	CEA001043908:01	Quick Rel Valve For Freightliner Truck	001-112-635	12	\$46.96
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL-SEPT 2024	001-112-630	12	\$4,344.47
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876-FUEL FOR WEEK 09/16/2024-09/22/2024	001-112-525	12	\$1,928.15
97858	1161	JACKSON COMMUNICATIONS	18326	175014	Rewiring For Unit 21-004	001-112-635	12	\$1,040.00
97860	10529	K&S TRUCKING LLC	18482	26020	Mount & Balance/Unit 22-001	001-112-635	12	\$64.00
						001-112-635	12	\$20.00
			18482	26021	Tire Pressure Sensor/Unit 19-001	001-112-635	12	\$40.00
			18482	26022	New Radiator & Antifreeze/Tahoe	001-112-635	12	\$400.00
						001-112-635	12	\$200.00
						001-112-635	12	\$20.00
97872	12963	PAUL ADCOCK	18389	0000388	Repair For Unit 19-	001-112-635	12	\$4,136.62

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97879	1003	QUALIFICATION TARGETS	18261	22404313	001 Training Targets	001-112-570	12	\$145.00
						001-112-570	12	\$49.90
			18321	22404560	25 Yard Pistol Target	001-112-570	12	\$100.00
						001-112-570	12	\$27.56
97887	5241	SHRED-IT		8008494366	PD SHRED SERVICES- 09/20/2024	001-112-600	12	\$167.32
97893	3699	STAPLES CONTRACT & COMMERCIAL, INC	18485	6012229534	OFFICE & CLEANING SUPPLIES/COURT SERVICES	001-112-510	12	\$95.49
97899	3994	THE SOUTHERN CONNECTION POLICE SUPPLIES LLC	17932	32037	VEST & CARRIER FOR J BRANCH	001-112-535	12	\$829.00
						001-112-535	12	\$228.42
97900	9371	TIREHUB, LLC	18401	44394393	Tires For Unit 22-001	001-112-540	12	\$612.00
Total For Department				001-112				\$15,205.86
Dept#	001-161							
97815	10473	AMAZON	18470	1YLV-XX4H- 7GCK	JAV SMART BOARD STAND	001-161-550	12	\$359.00
97821	934	CAROLYN PALMER PETTY CASH		09/26/2024	REIMBURSE PETTY CASH EXPENSES	001-161-550	12	\$14.92
						001-161-635	12	\$4.07
						001-161-550	12	\$9.62
97822	12555	CAVENDER STORES, LTD	18462	0254174-IN	REPLACEMENT BOOTS FOR JEFF ALLEN	001-161-535	12	\$165.00
97823	389	CENTERPOINT ENERGY ENTEX		3194065-3 SEP 24	213 POINDEXTER ST-FS #6	001-161-630	12	\$51.98
				10594862-4 SEP 24	147 KENNEDY FARM PKWY-FS #3	001-161-630	12	\$76.64
				3133152-3 SEP	629 MARQUETTE	001-161-630	12	\$47.42

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97842	370	ELCON ELECTRICAL CO. INC.	18308	24 51895	RD-FS #1 REPAIRS TO FLOOD LIGHT & RECESSED LIGHT- FS #3	001-161-637	12	\$1,850.00
97843	3820	EMERGENCY EQUIP PROFESSIONALS	18504	507065	PIERCE ARROW REPAIRS	001-161-635	12	\$2,769.96
			18504	507064	REPAIRS TO LADDER TRUCK	001-161-635	12	\$501.30
			18372	507150	ANNUAL PUMP TESTS FOR FIRE TRUCKS	001-161-635	12	\$1,250.00
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL- SEPT 2024	001-161-630	12	\$730.03
						001-161-630	12	\$4.40
						001-161-630	12	\$6.14
						001-161-630	12	\$4.40
						001-161-630	12	\$4.40
						001-161-630	12	\$4.40
						001-161-630	12	\$71.29
						001-161-630	12	\$559.56
						001-161-630	12	\$73.41
						001-161-630	12	\$837.06
97846	7770	ESI SUPPLY, LLC	18472	53144	PALLETS OF WATER	001-161-687	12	\$730.80
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	001-161-525	12	\$532.95
97851	463	FREDERICK'S SALES & SERV.	18448	01-106633	CHAIN SAW CHAINS, BLADES, 2-CYCLE OIL	001-161-636	12	\$292.90
97855	575	HOME DEPOT CREDIT SERVICES	18492	8022788	REPLACEMENT TOOLS	001-161-550	12	\$988.97



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97862	1734	LANGFORD WATER ASSOCIATION, INC		1228-SEPT 24	GRANTS FERRY RD & WARNER-08/02-09/07/24	001-161-550 001-161-630	12 12	(\$19.78) \$47.00
97866	4566	METRO BUILDING SERVICES, INC	18304	56438	REPLACE FAN MOTORS & CAPACITOR-FS #4	001-161-637 001-161-637 001-161-637	12 12 12	\$1,492.92 \$0.00 \$0.00
97869	1942	MOTOROLA SOLUTIONS, INC.	17661	8281975686	MOBILE RADIO FOR NEW TRUCK	001-161-730	12	\$4,579.88
97886	12254	RPT COMMERCIAL INC.	17631	13955	BARS, CARGO GLIDE & CAMPER SHELL-B/A 4/01/2024	001-161-740 001-161-740 001-161-740	12 12 12	\$489.00 \$2,687.00 \$5,267.01
97891	6085	SOUTHERN TIRE MART, LLC	18310	2600186954	TIRES FOR ENGINES 2, 3 & 5-B/A 8/19/24	001-161-540 001-161-540 001-161-540 001-161-540 001-161-540 001-161-540 001-161-540 001-161-540	12 12 12 12 12 12 12 12	\$1,453.48 \$2.00 \$3,256.00 \$8.00 \$100.00 \$360.00 \$40.00 \$20.00
97893	3699	STAPLES CONTRACT & COMMERCIAL, INC	18457	6012229533	WALL CALENDARS & PLANNERS	001-161-500 001-161-500 001-161-500	12 12 12	\$47.07 \$24.21 \$31.32
97899	3994	THE SOUTHERN CONNECTION POLICE SUPPLIES LLC	18038	32087	(3) 5.11 STRYKE PANTS/JIMMY LEE	001-161-535	12	\$207.00
			18231	32080	5.11 TACTICAL	001-161-535	12	\$5,907.76



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97903	3845	TRUSTMARK VISA/MC - CAROLYN PALMER	18387	ORDER #2000121-27759317	STRYKE PANTS-B/A 08/05/2024 BELL CUP HOLDERS FOR ENGINES	001-161-550	12	\$123.52
Total For Department				001-161				\$38,064.01

Dept#		001-180						
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	001-180-525	12	\$61.32
97883	1028	RANKIN COUNTY NEWS		247840	ORDINANCE/EXT TEMP MORATORIUM	001-180-615	12	\$56.52
				247843	EXP STATEMENT/REZO NING 40.66 ACRE TRACT	001-180-615	12	\$27.36
				247844	EXP STATEMENT/AMEN D ZONING ORDINANCE OF CODE OF ORDINANCES	001-180-615	12	\$30.84
97910	9523	WIERHOUSE LIVING LLC		ARB 04-24	ARB PROJECT REVIEW	001-180-600	12	\$4,400.00
				ARB GUIDELINES-03	BRANDON ARB GUIDELINES-SEPT 2024	001-180-600	12	\$2,000.00
Total For Department				001-180				\$6,576.04

Dept# **001-201**

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97812	18	ADAPCO, INC.	18412	138387	VIN #1841 Mosquito Sprayer-Throttle Solenoid	001-201-636	12	\$172.32
97820	10054	C&L DIESEL INC	18393	10557	VIN #0140 2002 Sterling Dump Truck- Repairs	001-201-635	12	\$1,195.40
97825	12488	CHEMPRO SERVICES INC.	18297	20748	Herbicide Treatment For 2024 Season- B/A 8/5/2024	001-201-604	12	\$12,320.00
97827	4106	CLEO MCKINION	18366	1115	Asphalt & Pothole Repairs-Labor & Equipment-B/A 3/18/24	001-201-637	12	\$4,910.00
97841	10421	DUNN UTILITY	18126	25588	Cross Drain Under St Has Formed Sinkhole/WO #54148	001-201-637	12	\$3,400.00
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL- SEPT 2024	001-201-630	12	\$25.87
						001-201-630	12	\$234.91
						001-201-630	12	\$958.74
						001-201-630	12	\$85.16
						001-201-630	12	\$114.73
						001-201-630	12	\$57.01
						001-201-630	12	\$32,076.67
						001-201-630	12	\$144.43
						001-201-630	12	\$226.76
						001-201-630	12	\$883.26
						001-201-630	12	\$128.04
						001-201-630	12	\$60.39
						001-201-630	12	\$87.27
						001-201-630	12	\$77.60
						001-201-630	12	\$129.30
						001-201-630	12	\$104.36



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-201-630	12	\$197.48
						001-201-630	12	\$144.59
						001-201-630	12	\$62.06
						001-201-630	12	\$160.56
						001-201-630	12	\$97.09
						001-201-630	12	\$109.41
97849	10308	EZ WHEELS INC	18403	18661	VIN #0010 Bush Hog 416-New Wheel Assembly	001-201-636	12	\$771.42
			18365	18536	Vin #0001-New Blades & Bolts	001-201-636	12	\$139.74
						001-201-636	12	\$51.58
			18365	18537	VIN #0167-New Blades & Bolts	001-201-636	12	\$178.37
			18360	18658	Safety Shield Covering Drive Shaft From PTO To Bush Hog	001-201-636	12	\$322.38
			18360	18609	Safety Shield Covering Drive Shaft From PTO To Bush Hog	001-201-636	12	\$499.91
			18360	18659	Safety Shield Covering Drive Shaft From PTO To Bush Hog	001-201-636	12	\$239.24
			18355	18524	VIN #0567 Kubota- New Antifreeze Reservoir	001-201-636	12	\$139.66
			18314	18375	VIN #6817 Kubota- Cabin Air Filters	001-201-636	12	\$53.68
			18314	18450	VIN #6817 Kubota- Replace Hood Latch	001-201-636	12	\$140.76
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024-	001-201-525	12	\$55.47



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97864	12879	MAGCOR INDUSTRIES		133027	09/22/2024 P/R REIMBURSEMENT FOR WORK RELEASE- 09/19/2024	001-201-604	12	\$8,900.29
97871	7173	NJ FARMS INC	18419	0295	Concrete Repair Between 406 & 408 Belle Oak Crossing/WO#54480	001-201-637	12	\$1,700.00
			18205	0266	Sidewalk Repair On Parker Cove/WO#54378	001-201-637	12	\$1,800.00
			18099	0265	Concrete Repair-213 Cannon Ridge Dr/WO#54124	001-201-637	12	\$1,700.00
97882	1015	RANKIN COUNTY COOPERATIVE	18317	1143585	Kennedy Farm Pkwy Sidewalk Project #2024-07	001-201-637	12	\$700.00
97890	11917	SOUTHERN STATES UTILITY TRAILER SALES, INC.	18312	147870R1	VIN #5746 2016 Dump Truck-New Bedliner-B/A 8/19/24	001-201-636	12	\$12,258.20
97892	5896	SPECIALTY TREE SERVICE, LLC	18426	72	Haul Off 2 Loads Of Debris From City Shop	001-201-604	12	\$1,200.00
97911	4949	WILLIAMS EQUIPMENT & SUPPLY CO	18404	S-4288026	Stock At Shop-Fabric For Ditches	001-201-550	12	\$1,770.00
Total For Department				001-201				\$90,784.11
Dept#	001-220							
97873	11723	PRIME EVENTS LLC		963	MLEOTA-PKG #2 SOUND/VIDEO WALL-9/19/2024	001-220-600	12	\$350.00
Total For Department				001-220				\$350.00



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 001-340								
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	001-340-525	12	\$531.10
97860	10529	K&S TRUCKING LLC	18445	25781	Front Tire For Dodge Caravan Vin #1597	001-340-540	12	\$0.00
Total For Department				001-340				\$531.10
Dept# 001-342								
97818	12360	BLACK FORREST LAWN CARE LLC	17494	2441	Cemetery Mowing & Trimming-9/10/24- B/A 3/4/24	001-342-604	12	\$1,065.75
						001-342-604	12	\$253.75
						001-342-604	12	\$253.75
						001-342-604	12	\$1,547.87
			17494	2440	Cemetery Mowing & Trimming-9/03/24- B/A 3/4/24	001-342-604	12	\$253.75
						001-342-604	12	\$1,065.75
						001-342-604	12	\$1,547.87
						001-342-604	12	\$253.75
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL- SEPT 2024	001-342-630	12	\$81.10
Total For Department				001-342				\$6,323.34

Dept# 001-350



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL- SEPT 2024	001-350-630	12	\$6,747.72
97848	13383	EXELL/MS BOTTLE WATER-ACCT #023270		830327	WATER-LIBRARY ACCT #023270	001-350-640	12	\$26.29
				Total For Department	001-350			\$6,774.01
Dept#	001-351							
97907	11103	VESTIS GROUP INC F/K/A ARAMARK		2780281602	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	12	\$45.94
				Total For Department	001-351			\$45.94
				Fund Total	001			\$246,026.69



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#	002-100							
97824	13436	CHECKMATE CANINE LLC	18143	09/26/2024	2 Months Of Refresher Training For Hassan	002-100-555	12	\$4,000.00
97888	1118	SIRCHIE ACQUISITION COMPANY LLC	18262	0663057-IN	Integrity Evidence Bags	002-100-550	12	\$58.42
Total For Department				002-100		\$4,058.42		
Fund Total				002		\$4,058.42		



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	004-500							
97813	906	AIRGAS USA, LLC	18443	9153765110	Nitrogen & CO2 Gas For Creed Concert	004-500-640	12	\$1,911.48
97816	10919	AMBIANCE LANDSCAPES, LLC	17727	17133	AMP-Landscaping- B/A 4/15/2024	004-500-600	12	\$4,072.15
			17727	17144	AMP-Landscaping- B/A 4/15/2024	004-500-600	12	\$4,072.15
97819	685	BUTCH LEE		444-1268-11323	CREED CONCERT- TRUCKERS EVENING MEAL	004-500-550	12	\$133.16
97826	1999	CINTAS CORPORATION NO 210		4206521143	MATS/AMPHITHEAT ER	004-500-510	12	\$317.07
97834	3716	DIRECTV		028469680X240 917	AMP TV SERVICES 09/16 TO 10/15/2024	004-500-605		\$207.24
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL- SEPT 2024	004-500-630	12	\$7,663.81
97849	10308	EZ WHEELS INC	18073	18680	VIN #1476 Kubota RTV-Amp-Add Mirror	004-500-636	12	\$74.45
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	004-500-525	12	\$80.42
						004-500-525	12	\$51.91
97855	575	HOME DEPOT CREDIT SERVICES		9141131	AMP-WASHER & DRYER SUPPLIES	004-500-510	12	\$65.39
						004-500-510	12	(\$1.31)
				9510153	MATERIALS TO REPAIR WALL AT AMP	004-500-637	12	\$93.21
						004-500-637	12	(\$1.86)
97856	2567	INSURANCE MART		416678	NEW SURETY BOND-JENNIFER STEGALL	004-500-601	12	\$175.00



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97857	1241	J L ROBERTS MECHANICAL	17575	SD4084	AMP-HVAC/Plumb- Cody Jinks	004-500-600	12	\$1,050.00
97858	1161	JACKSON COMMUNICATIONS	18226	175015	2% Funds-Lights For PD Golf Cart	004-500-730	12	\$414.00
						004-500-730	12	\$60.00
						004-500-730	12	\$459.00
						004-500-730	12	\$129.00
						004-500-730	12	\$780.00
97864	12879	MAGCOR INDUSTRIES		133027	P/R REIMBURSEMENT FOR WORK RELEASE- 09/19/2024	004-500-604	12	\$1,952.83
97865	10039	Melanie Duncan Thortis	17866	1034	AMP-Show Photography-Cody Jinks	004-500-600	12	\$300.00
			17866	1033	AMP-Show Photography-Creed	004-500-600	12	\$300.00
97868	13239	MIGHTY FRESH LLC	17593	19526	AMP-PortaPotties	004-500-640	12	\$170.00
97878	1001	PUCKETT RENTS	18362	1066730-0001	(2) Wacker LTT6 Light Tower for AMP- B/A 8/19/2024	004-500-730	12	\$24,228.00
97880	2583	RAMEY'S		09/19/2024	CBC CATERING/CODY JINKS	004-500-609	12	\$308.91
				09/16/2024	CBC CATERING/CREED- DAUGHTRY	004-500-609	12	\$207.92
97885	5860	RF OUTDOOR CONSULTING, LLC	17763	09/25/2024	AMP-Show Consulting	004-500-600	12	\$1,350.00
						004-500-600	12	\$1,350.00
						004-500-600	12	\$1,350.00
97902	12065	TRUSTMARK VISA/MC - BUTCH LEE	17777	TRANS #043678	MagCor Meals-Amp- Cody Jinks Concert	004-500-550	12	\$94.96
			17777	TRANS #043501	MagCor Meals-Amp- Creed Concert	004-500-550	12	\$110.01



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				TC#7390401247 8108319842	SUPPLIES FOR AMP LAUNDRY ROOM	004-500-550	12	\$82.50
				TC#8338285248 53944508441	CBC SUPPLIES- AMP	004-500-550	12	\$254.64
				TC#4978389048 93943578401	CBC SUPPLIES FOR CONCERTS	004-500-550	12	\$486.18
				08/19/2024	CC REBATE EARNED	004-500-550	12	(\$6.23)
97905	4935	UNITED RENTALS (N.A.), INC.	18431	238793222-001	Folk Lift Rental/Creed Concert	004-500-640	12	\$563.52
				231140113-010	RETURN (2) LIGHT TOWERS 11415270 & 11712231	004-500-525	12	\$186.88
Total For Department				004-500				\$55,096.39
Fund Total				004				\$55,096.39



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	100-220							
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	100-220-525	12	\$227.57
97880	2583	RAMEY'S		000810133003	INMATE DRINKS, CUPS & PLATES- 09/20/2024	100-220-520	12	\$37.44
				000810133195	INMATE MEALS 09/23/2024	100-220-520	12	\$305.34
				000810133202	INMATE MEALS 09/23/2024	100-220-520	12	\$27.17
				000810133262	INMATE SALAD, CUPS & DRINKS- 09/24/2024	100-220-520	12	\$65.43
				000810133330	INMATE SALAD, DRESSING, CUPS & DRINKS-09/25/2024	100-220-520	12	\$58.87
				000810133402	INMATE SALAD, DRINKS, DRESSING, CUPS & PLATES-09/26/2024	100-220-520	12	\$83.51
97889	1851	SONIC		CHK 133- 09/25/2024	INMATE MEALS 09/25/2024	100-220-520	12	\$285.88
97897	13733	TASTE OF DETROIT RESTAURANT LLC		20240830	INMATE MEALS 09/20/2024	100-220-520	12	\$350.00
97908	8048	WALTER L. HARVEY		09/24/2024	INMATE MEALS 09/24/2024	100-220-520	12	\$270.00
Total For Department				100-220				\$1,711.21



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 300-610								
97841	10421	DUNN UTILITY	18249	25594	Street Cross Drain Replacements-Part Of 2024 Overlay Project-B/A 2/5/24	300-610-712	12	\$1,326.00
			18249	25597	Street Cross Drain Replacements-Part Of 2024 Overlay Project-B/A 2/5/24	300-610-712	12	\$884.00
97871	7173	NJ FARMS INC	18422	0294	Curb/Gutter Repair On Terrapin Drive	300-610-712	12	\$5,125.00
Total For Department				300-610				\$7,335.00
Fund Total				300				\$7,335.00



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check Run #: 12913							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#		400-670						
97855	575	HOME DEPOT CREDIT SERVICES		9531406	BATTERY FOR PUBLIC WORKS DOOR BELL	400-670-636	12	\$6.87
						400-670-636	12	(\$0.14)
97863	4866	LOGICS		24-IN7344	IVR USAGE OVERAGES-AUG 2024	400-670-600	12	\$207.15
97874	5042	PROFESSIONAL MAIL SERVICES, INC.	16690	89820	SEPT 2024-WATER BILL PROCESSING FEE-B/A 3/2015	400-670-620	12	\$1,127.81
97875	5042	PROFESSIONAL MAIL SERVICES, INC.	16689	89821	SEPT 2024-WATER BILL POSTAGE	400-670-691		\$5,400.00
97876	9654	PROTEL, INC	16773	240900813	ACCT #1364-CALL CENTER SERVICE	400-670-600	12	\$3,170.52
Total For Department				400-670				\$9,912.21
Dept#		400-673						
97814	12016	ALLIED UNIVERSAL CORPORATION	16864	I2965569	Stock At Shop-Chlorine-FY24 Bid Price-B/A 10/16/23	400-673-515	12	\$3,781.00
97828	12500	COASTAL PROCESS LLC	18458	25882	Water Wells-Annual iQ2 Platform Access Fee-Effective June 2024	400-673-605	12	\$1,890.00
97830	274	CONSOLIDATED PIPE & SUPPLY CO., INC.	18396	MS0045324	Stock At Shop	400-673-550	12	\$560.00
						400-673-550	12	\$800.00
						400-673-550	12	\$310.00
						400-673-550	12	\$1,100.00
						400-673-550	12	\$720.00
97831	2442	CORE & MAIN, LP	18363	V533534	Stock At Shop	400-673-550	12	\$92.40

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-673-550	12	\$118.80
						400-673-550	12	\$242.40
						400-673-550	12	\$330.00
						400-673-550	12	\$614.40
						400-673-550	12	\$111.00
						400-673-550	12	\$85.10
			18423	V594353	Fire Hydrant Repair Parts	400-673-637	12	\$1,490.00
						400-673-637	12	\$1,575.00
97832	4870	CROW BURLINGAME CO.	18478	6006-7232	VIN #3101 2019 Ford F550-New Battery	400-673-635	12	\$120.00
			18407	6006-7047	VIN #2318-Spark Plugs & Fuel Injectors	400-673-635	12	\$44.00
						400-673-635	12	\$560.00
			18402	6006-7156	VIN #4852 2020 Dodge Ram 5500-Headlight Bulb	400-673-635	12	\$10.00
97833	2183	D&S SALES	18411	37836	Tools For RJ Morrow	400-673-550	12	\$199.00
						400-673-550	12	\$529.00
						400-673-550	12	\$59.98
						400-673-550	12	\$659.97
						400-673-550	12	\$79.95
						400-673-550	12	\$492.94
						400-673-550	12	\$33.89
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL-SEPT 2024	400-673-630	12	\$1,064.87
						400-673-630	12	\$5,004.19
						400-673-630	12	\$4,298.54
						400-673-630	12	\$2,821.58
						400-673-630	12	\$970.58
						400-673-630	12	\$314.70



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
						400-673-630	12	\$6,155.98
						400-673-630	12	\$14.08
						400-673-630	12	\$117.90
						400-673-630	12	\$5,841.31
						400-673-630	12	\$57.01
97847	13384	EXELL/MS BOTTLE WATER-ACCT #018566		830347	WATER-SHOP ACCT #018566	400-673-640	12	\$66.09
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	400-673-525	12	\$848.41
97852	144	GILMORE BROS BUILDING SUPPLY	18477	139215	New Padlock Keys/All Water Well Sites	400-673-550	12	\$464.70
97860	10529	K&S TRUCKING LLC	18406	25738	VIN #5863 2002 Chevy Trailblazer- Alignment	400-673-635	12	\$100.00
97864	12879	MAGCOR INDUSTRIES		133027	P/R REIMBURSEMENT FOR WORK RELEASE- 09/19/2024	400-673-604	12	\$1,633.93
97866	4566	METRO BUILDING SERVICES, INC	18429	56461	New AC Window Unit Appleridge LS Control Room	400-673-636	12	\$2,338.00
97867	10037	MIDWEST MOTOR SUPPLY CO. INC.	18415	102582923	Shop Supplies & Stock At Shop	400-673-550	12	\$45.38
						400-673-550	12	\$93.48
						400-673-550	12	\$75.78
						400-673-550	12	\$283.20
						400-673-550	12	\$1,561.62
97871	7173	NJ FARMS INC	18207	0261	22 Fox Glen Cove- Concrete Repair/WO#54379	400-673-637	12	\$2,895.00
97877	1000	PUCKETT MACHINERY COMPANY	18447	P00C6272556	2-1000 CCA Batteries For North	400-673-636	12	\$537.40



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
			18410	WOJK5451215	St Well VIN #5972 Mini Excavator-Prev Maint	400-673-636	12	\$858.13
						400-673-636	12	\$225.00
						400-673-636	12	\$110.00
97878	1001	PUCKETT RENTS	18103	1052251-0001	Electric Adapter To Hook Welder To Generator	400-673-550	12	\$32.95
97882	1015	RANKIN COUNTY COOPERATIVE	18409	299035	Work Pants For Wesley Riels	400-673-535	12	\$93.98
						400-673-535	12	\$284.95
			18408	299149	Waders For Karter Bounds	400-673-535	12	\$89.99
				299158	CREDIT FOR BOOTS SWAPPED OUT/WESLEY RIELS	400-673-535	12	(\$21.00)
97884	1038	REDDY ICE-JACKSON	16692	38-484264	ICE FOR CITY SHOP CREW	400-673-550	12	\$243.00
97906	9512	VERMEER MIDSOUTH, INC	18481	00351442	VIN #4837 [2782] VX30-500 Vacuum Excavator-Repairs	400-673-636	12	\$1,660.67
97909	4342	WARREN PAVING, INC	18405	96920	Stock At Shop-610 Slag-71.06 Tons	400-673-550	12	\$3,700.81
				Total For Department	400-673			\$61,491.04
Dept#	400-680							
97832	4870	CROW BURLINGAME CO.	18498	6006-7473	VIN #8633 2008 Ford F350-Replace Battery (2)	400-680-635	12	\$250.00
			18490	6006-7427	VIN #2383 1993 Chevy 3500 Chlorine Truck-Repairs	400-680-635	12	\$105.00
						400-680-635	12	\$113.00



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97833	2183	D&S SALES	18298	37758	VIN #0445 Komatsu Excavator-Bucket Teeth (2 Sets)	400-680-635	12	\$85.00
						400-680-635	12	\$25.00
						400-680-635	12	\$18.00
						400-680-636	12	\$688.56
97841	10421	DUNN UTILITY	18329	26448	Value Park Drive Manhole Raising Project	400-680-636	12	\$359.16
						400-680-637	12	\$2,337.00
97845	2245	ENTERGY		10019246823	ENTERGY COLLECTIVE BILL- SEPT 2024	400-680-637	12	\$1,170.00
						400-680-637	12	\$350.00
						400-680-630	12	\$315.84
						400-680-630	12	\$13.09
						400-680-630	12	\$24.61
						400-680-630	12	\$45.32
						400-680-630	12	\$13.35
						400-680-630	12	\$112.17
						400-680-630	12	\$182.25
						400-680-630	12	\$14.00
						400-680-630	12	\$16.67
						400-680-630	12	\$45.16
						400-680-630	12	\$198.81
						400-680-630	12	\$124.92
						400-680-630	12	\$15.55
						400-680-630	12	\$54.47
						400-680-630	12	\$13.56
						400-680-630	12	\$13.47
						400-680-630	12	\$13.09
						400-680-630	12	\$52.11



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-680-630	12	\$13.40
						400-680-630	12	\$13.09
						400-680-630	12	\$24.19
						400-680-630	12	\$14.75
97850	860	FLEETCOR TECHNOLOGIES		NP67145483	ACCT #126876- FUEL FOR WEEK 09/16/2024- 09/22/2024	400-680-525	12	\$421.54
97854	5991	HARVEY SERVICES INC	18347	7113	Repair Upper Guide Rail Brackets-Centre Pointe Lift Station	400-680-637	12	\$4,850.00
97860	10529	K&S TRUCKING LLC	18357	25765	VIN #4194 2019 Ford F550-New Tires	400-680-540	12	\$1,110.00
97861	13119	KEVIN ENTERPRISES, LLC	18424	4877	VIN #4058-Add Toolbox, Floor Mats & Bed Liner	400-680-635	12	\$560.00
						400-680-635	12	\$230.00
						400-680-635	12	\$450.00
97871	7173	NJ FARMS INC	18421	0293	Replace Damaged Concrete Walk- Way/WO#54534	400-680-637	12	\$1,850.00
97878	1001	PUCKETT RENTS	18398	1057058-0002	1-Month Rental For Skid Steer	400-680-640	12	\$3,646.50
			18349	1063766-0001	VIN #4562 CAT 299D Skid Steer Track Loader W/Mulcher-1000 HR PM & Repairs-B/A SBM 8/12/24	400-680-636	12	\$7,083.50
				Total For Department	400-680			\$27,036.13
				Fund Total	400			\$98,439.38



City of Brandon
Check Register by Department for Checks Dated 9/30/2024

Check Run #: 12913

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Grand Total								\$412,667.09



City of Brandon

Manual Check Batch #: 5541

Fiscal Year 2023 - 2024 12 - Sep

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 # 2593	Check Date: 9/19/2024						
11433	All Events LLC		925241	9/19/2024	9/25/2024	\$20,000.00	100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	Sound & Lights - Cody Jinks
				Invoice Total		\$0.00	
				Total for Check # 2593		\$0.00	
						\$20,000.00	
						\$20,000.00	
Check # 2594	Check Date: 9/19/2024						
11920	Bellamy, LLC		925242	9/19/2024	9/25/2024	\$13,014.00	100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	Catering - Cody Jinks
				Invoice Total		\$0.00	
				Total for Check # 2594		\$0.00	
						\$13,014.00	
						\$13,014.00	
Check # 2595	Check Date: 9/19/2024						
8065	COLE ENTERTAINMENT SERVICE		925243	9/19/2024	9/25/2024	\$17,388.44	100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	Stagehands - Cody Jinks
				Invoice Total		\$0.00	
				Total for Check # 2595		\$0.00	
						\$17,388.44	
						\$17,388.44	
Check # 2596	Check Date: 9/19/2024						
8161	Roderick Randall Kwan		925244	9/19/2024	9/25/2024	\$500.00	100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	Jumbotron Services - Cody Jinks
				Invoice Total		\$0.00	
				Total for Check # 2596		\$0.00	
						\$500.00	
						\$500.00	
Check # 2597	Check Date: 9/19/2024						
11523	BRENNAN ROBERT MAGEE		925246	9/19/2024	9/25/2024	\$300.00	100
004-500-600	PROF SERVICES - OTHER	N	NEC			\$0.00	Camera Crew - Cody Jinks
				Invoice Total		\$0.00	
				Total for Check # 2597		\$0.00	
						\$300.00	
						\$300.00	

Check # 2598 13686 004-500-600	Check Date: 9/19/2024 Cameron Littleton PROF SERVICES - OTHER	N	925247	9/19/2024	9/25/2024	\$300.00		100
						\$0.00	\$300.00	Camera Crew - Cody Jinks
				Invoice Total		\$0.00	\$300.00	
				Total for Check # 2598		\$0.00	\$300.00	
Check # 2599 11521 004-500-600	Check Date: 9/19/2024 MORGAN HUDSON BROWNING PROF SERVICES - OTHER	N	925248	9/19/2024	9/25/2024	\$300.00		100
			NEC			\$0.00	\$300.00	Camera Crew - Cody Jinks
				Invoice Total		\$0.00	\$300.00	
				Total for Check # 2599		\$0.00	\$300.00	
Check # 2600 13280 004-500-600	Check Date: 9/19/2024 Urijah Key PROF SERVICES - OTHER	N	925248	9/19/2024	9/25/2024	\$300.00		100
						\$0.00	\$300.00	Camera Crew - Cody Jinks
				Invoice Total		\$0.00	\$300.00	
				Total for Check # 2600		\$0.00	\$300.00	
				Total for fund	004	\$0.00	\$52,102.44	
				Total for batch	5541	\$0.00	\$52,102.44	



City of Brandon
Check Register by Department for Checks Dated 10/4/2024

Check Run #: 12914

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept# 001-000								
97948	13966	MISSION MISSISSIPPI		09/30/2024	ROOM RENTAL FULL DEPOSIT REFUND	001-000-321	13	\$500.00
						001-000-315	13	\$200.00
Total For Department				001-000				\$700.00
Dept# 001-010								
97958	3699	STAPLES CONTRACT & COMMERCIAL, INC	18485	6012913338	OFFICE SUPPLIES FOR COURT SERVICES	001-010-500	13	\$16.80
						001-010-500	13	\$39.99
						001-010-500	13	\$28.49
Total For Department				001-010				\$85.28
Dept# 001-040								
97917	1873	BENCHMARK ENGINEERING		25845	BOUNDARY SURVEY-ENTERGY PROPERTY-WEST OF CITY HALL	001-040-607	13	\$420.00
				25849	TOPO OF ENTERGY PROPERTY NEXT TO BRANDON CITY PARK	001-040-607	13	\$1,260.00
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	001-040-525	13	\$91.95
97946	2416	M&R PROTECTIVE SYSTEMS INC		09/17/2024	INTEREST CHARGE	001-040-690	13	\$9.96

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97958	3699	STAPLES CONTRACT & COMMERCIAL, INC	18487	6012913340	Office Supplies	001-040-500	13	\$45.62
						001-040-500	13	\$60.68
97965	12065	TRUSTMARK VISA/MC - BUTCH LEE		187058	MML BOARD MEETING-B/A 8/5/2024	001-040-696	13	\$125.40
Total For Department				001-040				\$2,013.61

Dept#	001-092							
97913	4998	ADAM EVANS WATERPROOFING COMPA	18241	5719-REVISED	Replace CMU Expansion Joint Material-B/A 8/6/2024	001-092-637	13	\$5,581.00
						001-092-637	13	\$2,217.00
97921	1999	CINTAS CORPORATION NO 210		4205186283	UNIFORMS	001-092-535	13	\$3.85
						001-092-535	13	\$8.02
				4205910895	UNIFORMS	001-092-535	13	\$3.85
						001-092-535	13	\$8.02
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	001-092-525	13	\$94.58
97937	4306	HI-TEK FIRE SPRINKLERS, INC.	18269	2024-584	Annual Fire Sprinkler Inspections	001-092-600	13	\$500.00
97946	2416	M&R PROTECTIVE SYSTEMS INC	18268	15243	Annual Fire Alarm Inspection	001-092-600	13	\$600.00
97951	13183	NIXON POWER SERVICES LLC	16740	SCPAY23309	GENERATOR SERVICE AGREEMENT-FY24 B/A 10/2/2023	001-092-636	13	\$1,400.00
97954	1028	RANKIN COUNTY NEWS		247926	BUDGET PUBLICATION	001-092-615	13	\$394.50
97955	1880	SEFCO ELECTRICAL SUPPLY	18378	3384-1079310	Purchase 50 LED Panel Lights 2'x4'	001-092-636	13	\$3,250.00



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97958	3699	STAPLES CONTRACT & COMMERCIAL, INC	18487	6012913340	Office Supplies	001-092-500	13	\$7.61
						001-092-500	13	\$6.20
						001-092-500	13	\$13.69
						001-092-500	13	\$16.87
						001-092-500	13	\$47.66
						001-092-500	13	\$14.99
						001-092-500	13	\$123.84
						001-092-500	13	\$18.82
97967	11103	VESTIS GROUP INC F/K/A ARAMARK		2780283719	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	13	\$45.95
Total For Department				001-092				\$14,356.45

Dept#	001-112							
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	001-112-525	13	\$1,605.75
97944	10529	K&S TRUCKING LLC	18503	26080	REPAIRS UNIT 19- 002	001-112-635	13	\$90.00
						001-112-635	13	\$165.00
						001-112-635	13	\$20.00
						001-112-635	13	\$400.00
97946	2416	M&R PROTECTIVE SYSTEMS INC	18268	15243	Annual Fire Alarm Inspection	001-112-600	13	\$350.00
97958	3699	STAPLES CONTRACT & COMMERCIAL, INC	18485	6012913341	FABULOSO- REORDERED	001-112-510	13	\$95.49
				ORDER #7641296408	INV 6012229534- CREDIT FABULOSO NOT REC'D ON ORIGINAL ORDER	001-112-510	13	(\$95.49)
97963	7227	TRANSUNION RISK & ALTERNATIVE DATA		44081-202409-1	ACCT ID 44081-	001-112-600	13	\$75.00

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		SOLUTIONS, INC.			DATABASE SEARCH-SEPT 2024			
		Total For Department		001-112				\$2,705.75
Dept#	001-161							
97917	1873	BENCHMARK ENGINEERING		25842	SITE DESIGN MODIFICATIONS AT FIRE STATIONS- MARQUETTE RD & WOODGATE DR	001-161-607	13	\$150.00
97920	12555	CAVENDER STORES, LTD	18035	0254420-IN	REPLACEMENT BOOTS FOR JERRY KING	001-161-535	13	\$165.00
			18230	0254419-IN	REPLACEMENT BOOTS/BRIAN ROBERTS	001-161-535	13	\$165.00
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	001-161-525	13	\$832.94
97937	4306	HI-TEK FIRE SPRINKLERS, INC.	18269	2024-584	Annual Fire Sprinkler Inspections	001-161-600	13	\$900.00
97943	13843	JOE GODDARD ENTERPRISES LLC	18491	7132-24-362	EMERGENCY REPAIRS TO OUTDOOR WARNING SIRENS	001-161-687	13	\$6,518.00
97946	2416	M&R PROTECTIVE SYSTEMS INC	18268	15243	Annual Fire Alarm Inspection	001-161-600	13	\$1,000.00
97947	4566	METRO BUILDING SERVICES, INC		56545	SERVICE CALL- DUCTWORK SWEATING-FS #4	001-161-637	13	\$207.00
97951	13183	NIXON POWER SERVICES LLC	16740	SCPAY23309	GENERATOR SERVICE AGREEMENT-FY24 B/A 10/2/2023	001-161-636	13	\$1,090.00



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						001-161-636	13	\$1,005.00
						001-161-636	13	\$1,005.00
						001-161-636	13	\$1,005.00
97959	1158	STATE FIRE ACADEMY	18438	32765	MSTAT FOR BURNHAM AND SWALES	001-161-685	13	\$40.00
97962	3994	THE SOUTHERN CONNECTION POLICE SUPPLIES LLC	18494	32149	SAFETY KITS, FLASHLIGHTS, RAIN PARKAS, SHIRTS	001-161-550	13	\$139.98
						001-161-535	13	\$89.00
						001-161-550	13	\$259.98
						001-161-550	13	\$179.98
						001-161-535	13	\$299.95
Total For Department				001-161				\$15,051.83

Dept#	001-180							
97917	1873	BENCHMARK ENGINEERING		25862	GENERAL SERVICES	001-180-607	13	\$742.50
97928	3489	DAVID STEVENS		09/27/2024	ROLL CALL 09/24/2024	001-180-600	13	\$50.00
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	001-180-525	13	\$136.54
97939	12702	J. THOMAS EVANS, JR.		09/27/2024	ROLL CALL 09/24/2024	001-180-600	13	\$50.00
97940	623	JACKSON PAPER COMPANY	18489	1393380	Copy Paper	001-180-500	13	\$45.75
97941	10560	JAMES W. BROOCKS		09/27/2024	ROLL CALL 09/24/2024	001-180-600	13	\$50.00
97942	13432	JEFFREY LYNN BULLOCK		09/27/2024	ROLL CALL 09/24/2024	001-180-600	13	\$50.00
97960	2708	SUZANNE ROSS		09/27/2024	ROLL CALL	001-180-600	13	\$50.00

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					09/24/2024			
				Total For Department	001-180			
								\$1,174.79
Dept#	001-201							
97917	1873	BENCHMARK ENGINEERING		25843	STORM DRAIN IMP BETWEEN HIGHPOINTE APTS & PECAN RIDGE	001-201-607	13	\$600.00
				25852	RAINTREE PLACE DRAINAGE STUDY & IMP-PROJECT #2024-18	001-201-607	13	\$1,320.00
				25857	NON-MPO/MOST GRANT- MARQUETTE RD PEDESTRIAN PATH/PROJECT 2024-23	001-201-703	13	\$1,945.00
				25867	MUNICIPAL DR- REMNANT PROPERTY	001-201-607	13	\$1,610.00
				25869	MULTI-USE TRAIL FROM DT BRANDON TO SHILOH PARK- PROJECT 2024-20	001-201-607	13	\$428.09
				25871	WINDCHASE SUBDV DETENTION ANALYSIS	001-201-607	13	\$5,728.75
				25875	MPO-GRANTS FERRY PKWY MULTI-USE PATH- PROJECT 2024-15	001-201-703	13	\$6,827.86
				25868	MPO-MARQUETTE ROAD MULTI USE PATH/PROJECT	001-201-703	13	\$565.00



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				25862	2022-04 GENERAL SERVICES	001-201-607	13	\$2,287.50
97921	1999	CINTAS CORPORATION NO 210		4205186283	UNIFORMS	001-201-535	13	\$11.83
						001-201-535	13	\$9.94
						001-201-535	13	\$12.50
				4205910895	UNIFORMS	001-201-535	13	\$11.83
						001-201-535	13	\$9.94
						001-201-535	13	\$12.50
97923	4106	CLEO MCKINION		1118	Asphalt & Pothole Repairs-Labor & Equipment-B/A 3/18/24	001-201-637	13	\$4,820.00
				1117	Asphalt & Pothole Repairs-Labor & Equipment-B/A 3/18/24	001-201-637	13	\$2,410.00
				1116	Asphalt & Pothole Repairs-Labor & Equipment-B/A 3/18/24	001-201-637	13	\$3,882.50
97929	4845	DEEP SOUTH LAND IMPROVEMENT, LLC		1846	JULY 2024 MOWING-B/A 04/03/24	001-201-604	13	\$20,942.00
				1855	AUG 2024 MOWING-B/A 04/03/24	001-201-604	13	\$18,140.00
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	001-201-525	13	\$201.51
97936	5975	HEMPHILL CONSTRUCTION COMPANY INC		PAY APP #8- 09/26/2024	MPO-HWY 80 SIGNAL STONEGATE & WOODGATE/PAY APP #8/PROJECT 2021-19	001-201-703		\$187,083.58



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Total For Department				001-201				\$258,860.33
Dept#	001-220							
97964	12620	TRUSTMARK VISA/MC - ANGELIA PRYOR		08/22/2024	CANVA PRO YEARLY SUBSCRIPTION	001-220-695	13	\$119.40
				09/30/2024	CC REBATE EARNED	001-220-695	13	(\$0.86)
Total For Department				001-220				\$118.54
Dept#	001-340							
97913	4998	ADAM EVANS WATERPROOFING COMPA	17474	5723	QUARRY PARK- REPAIRS TO SEALANT AT DUGOUTS & BACKSTOPS-B/A 03/04/2024	001-340-636	13	\$11,486.00
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	001-340-525	13	\$768.48
97968	4808	WAGGONER ENGINEERING, INC.		42991	SHILOH PARK EWP BANK STABILIZATION- NRCS GRANT	001-340-705	13	\$4,208.61
Total For Department				001-340				\$16,463.09
Dept#	001-350							
97937	4306	HI-TEK FIRE SPRINKLERS, INC.	18269	2024-584	Annual Fire Sprinkler Inspections	001-350-600	13	\$300.00



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97946	2416	M&R PROTECTIVE SYSTEMS INC	18268	15243	Annual Fire Alarm Inspection	001-350-600	13	\$250.00
97947	4566	METRO BUILDING SERVICES, INC		56543	ER SERVICE CALL- CHILLER AT LIBRARY	001-350-636	13	\$776.25
Total For Department				001-350				\$1,326.25
Dept#	001-351							
97967	11103	VESTIS GROUP INC F/K/A ARAMARK		2780283719	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	13	\$45.94
Total For Department				001-351				\$45.94
Fund Total				001				\$312,901.86



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Dept#	002-100							
97949	13963	MISSOURI STATE HIGHWAY PATROL	18513	20240166	VEHICLE PURCHASE FROM MISSOURI STATE HWY PATROL-B/A 9/23/2024	002-100-740	13	\$98,000.00
						002-100-740	13	\$96,000.00
Total For Department				002-100				\$194,000.00
Fund Total				002				\$194,000.00



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Dept#	004-000							
97914	10473	AMAZON	18499	1J1Y-6YK1-FFGM	HD PIPE & DRAPE BACKDROP KITS (2)	004-000-351	13	\$650.00
Total For Department				004-000	\$650.00			
Dept#	004-500							
97912	11737	237 Global Inc.		DY091624	DAUGHTRY (CREED) VIP AMOUNTS-09/16/24	004-500-603	13	\$14,789.85
97915	10919	AMBIANCE LANDSCAPES, LLC	17727	17153	AMP-Landscaping-B/A 4/15/2024	004-500-600	13	\$4,072.15
97916	1944	BEN NELSON GOLF & UTILITY VEHICLES	18440	01-180859	(1) 4 Pass Golf Cart/Cody Jinks Concert	004-500-640	13	\$500.00
			18433	01-180857	(3) 4 Pass Golf Cart Rental/Creed Concert	004-500-640	13	\$700.00
97924	10021	Comcast Holdings Corporation		SJ158080	REO SPEEDWAGON/COMCAST EFFECTV	004-500-615	13	\$134.92
97930	370	ELCON ELECTRICAL CO. INC.	18024	51897	AMP-Repair Or Replace 20 Step Lights	004-500-636	13	\$1,117.00
			17573	51931	AMP-Show Staffing-Cody Jinks	004-500-600	13	\$480.00
			17573	51930	AMP-Show Staffing-Creed Concert	004-500-600	13	\$480.00
				51896	AMP-TROUBLESHOOT EMERGENCY LIGHT-FAMILY RESTROOM	004-500-636	13	\$402.73



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97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	004-500-525	13	\$154.07
97932	1515	Gray Media Group, Inc		3556493-1	JAMEY JOHNSON/WLBT	004-500-615	13	\$1,253.75
				3533890-1	COLE SWINDELL/WLBT	004-500-615	13	\$926.50
97937	4306	HI-TEK FIRE SPRINKLERS, INC.	18269	2024-584	Annual Fire Sprinkler Inspections	004-500-600	13	\$1,100.00
97945	9846	LIVE NATION WORLDWIDE INC		9162024	NATIONAL ADV PUSHDOWNS- CREED-09/16/2024	004-500-615	13	\$17,460.08
97946	2416	M&R PROTECTIVE SYSTEMS INC	18268	15243	Annual Fire Alarm Inspection	004-500-600	13	\$425.00
97947	4566	METRO BUILDING SERVICES, INC		56525	AMP-A/C NOT COOLING IN GREEN ROOM AT CREED CONCERT	004-500-636	13	\$207.00
97955	1880	SEFCO ELECTRICAL SUPPLY	18488	3384-1080590	Batteries For ER Lights In Public Restrooms	004-500-636	13	\$2,715.70
				Total For Department	004-500			\$46,918.75
				Fund Total	004			\$47,568.75



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Dept# 100-000								
97922	8046	CITY OF PEARL		09/23/2024	REIMBURSE PEARL FOR GARBAGE FEES-SEPT 2024	100-000-290	13	\$37.54
Total For Department				100-000				\$37.54
Dept# 100-220								
97921	1999	CINTAS CORPORATION NO 210		4205186283	UNIFORMS	100-220-535	13	\$9.61
				4205910895	UNIFORMS	100-220-535	13	\$9.61
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	100-220-525	13	\$173.09
97953	2583	RAMEY'S		000810133649	INMATE SALAD, CONDIMENTS, CUPS & DRINKS- 09/30/2024	100-220-520	13	\$54.06
				000810133463	INMATE SALAD, DRESSING, DRINKS & CUPS-09/27/2024	100-220-520	13	\$55.55
97961	13733	TASTE OF DETROIT RESTAURANT LLC		314813	INMATE MEALS 09/30/2024	100-220-520	13	\$330.00
				314812	INMATE MEALS 09/27/2024	100-220-520	13	\$330.00
Total For Department				100-220				\$961.92
Fund Total				100				\$999.46



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Dept#		300-610						
97917	1873	BENCHMARK ENGINEERING		25847	2024 STREET OVERLAY & IMP PROJECT 2024-01	300-610-712	13	\$20,502.84
97923	4106	CLEO MCKINION		1120	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	13	\$4,880.00
				1119	BASE REPAIRS- MATERIALS & LABOR-B/A 2/5/24- STREET OVERLAY PROJECT #2024-01	300-610-712	13	\$2,675.00
Total For Department				300-610				\$28,057.84
Fund Total				300				\$28,057.84



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Dept# 314-600								
97917	1873	BENCHMARK ENGINEERING		25846	HB1353-EASTGATE DR SIDEWALK (HWY 80 TO BRIDGE)-PROJECT 2024-08	314-600-702	13	\$1,437.86
				25848	HB1353-RETAINING WALL AT LOUIS WILSON DR & E SUNSET DR BOX CULVERT/PROJEC T 2024-21	314-600-702	13	\$233.04
				25851	HB1353-SERENITY CT DRAINAGE IMP- PROJECT 2024-12	314-600-702	13	\$276.03
				25853	SB2948-PARKING LOT DESIGN- DINING ST & POINDEXTER- PROJECT #2024-19	314-600-717	13	\$6,102.48
				25856	HB603-HWY 80 WATERLINE IMP FROM PO TO PD/PROJECT 2024- 22	314-600-718	13	\$7,662.50
				25863	HB1353-STAKEOUT AND CONSTRUCTION SERVICES FOR CITY HALL CONNECTOR RD- PROJECT #2020-05	314-600-702	13	\$720.00
				25870	HB603-REPL OF EXISTING FORCE MAIN ALONG HWY 18 NEAR HWY 468- PROJECT 2024-05	314-600-716	13	\$2,094.89



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				25873	ARPA/MDEQ MCWI GRANT-BURNHAM RD PROPOSED WATERLINE/PROJE CT 2023-05	314-600-713	13	\$2,550.88
				25874	ARPA- LANCE/MARTIN/EA STHAVEN SEWER REHAB-PROJECT 2023-01	314-600-712	13	\$9,689.80
				25866	HB603-GRANTS FERRY PKWY SEWER EXT/PROJECT 2021-21	314-600-718	13	\$4,665.54
97956	11098	SIMMONS EROSION CONTROL, INC.		PAY REQUEST #3-FINAL	SB2948-MARY ANN DRIVE SIDEWALK IMPROVEMENTS/P R #3- FINAL/PROJECT 2024-17	314-600-717	13	\$7,266.97
97957	11098	SIMMONS EROSION CONTROL, INC.		PAY REQ #3	HB1353-2024 EASTGATE SIDEWALK PROJECT/PAY REQ #3/#2024-08	314-600-702		\$17,202.39
Total For Department				314-600				\$59,902.38
Fund Total				314				\$59,902.38



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Dept# 400-673								
97917	1873	BENCHMARK ENGINEERING		25844	WATERLINE LOOP FROM EDGEWOOD SUBDV TO CANNON RIDGE- PROJECT 2024-02	400-673-607	13	\$2,885.56
				25850	GIS DATA UPKEEP, UPDATING & MAPPING	400-673-607	13	\$480.00
				25854	COB-WPCRLF FACILITIES-PLAN UPDATE 2025/PROJECT FACILITIES PLAN	400-673-607	13	\$320.00
				25855	15' WATERLINE EASEMENT ALONG TRUSTMARK BANK PROPERTY	400-673-607	13	\$420.00
				25858	LOCATE PROPERTY CORNERS FOR PROPERTY OFF READ RD	400-673-607	13	\$1,742.50
				25861	SITE LAYOUT & PERMITTING FOR STORAGE AREA ON NORTH ST	400-673-607	13	\$17.50
				25864	SRLF & 592 GRANT- NEW WATER WELL NEAR GFP/STRATFORD SUBDV-PROJECT 2021-03	400-673-723	13	\$8,871.07
				25865	WATERLINE RELOCATE/HWY 80 BRIDGE REPL OVER KCS RR	400-673-607	13	\$1,890.00



City of Brandon
Check Register by Department for Checks Dated 10/4/2024

Check Run #: 12914

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					NEAR VALUE RD- PROJECT 2023-08			
				25872	SRLF & 592 GRANT- NEW WATERLINE ALONG GFP FOR CORNERSTONE WELL & TANK	400-673-723	13	\$6,036.34
				25862	GENERAL SERVICES	400-673-607	13	\$2,147.68
97921	1999	CINTAS CORPORATION NO 210		4205186283	UNIFORMS	400-673-535	13	\$68.34
						400-673-535	13	\$12.55
						400-673-535	13	\$11.64
						400-673-535	13	\$9.99
						400-673-535	13	\$2.00
						400-673-535	13	\$12.01
				4205910895	UNIFORMS	400-673-535	13	\$21.44
						400-673-535	13	\$12.55
						400-673-535	13	\$11.64
						400-673-535	13	\$9.99
						400-673-535	13	\$12.01
97925	274	CONSOLIDATED PIPE & SUPPLY CO., INC.		MS0045496	WO#54495-WATER LEAK REPAIR-192 READ RD	400-673-637	13	\$559.50
				MS0045399	WO#54229-WATER TAP PARTS FOR NEW CONSTRUCTION	400-673-637	13	\$325.00
97926	2442	CORE & MAIN, LP		V583346	SOLE SOURCE PROVIDER- REMOTE WATER METERS	400-673-637	13	\$51,792.00
97927	4870	CROW BURLINGAME CO.	18502	6006-7470	VIN #4852-Replace Radiator & Thermostat	400-673-635	13	\$415.00
				6006-7373	VIN #1078- EMERGENCY-(2)	400-673-635	13	\$250.00



City of Brandon
Check Register by Department for Checks Dated 10/4/2024

Check Run #: 12914

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	BATTERIES ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	400-673-525	13	\$972.25
97933	10018	GREG ROBERTS		INV112121694	FIRE HYDRANT REPAIRS & MAINT- AGREEMENT B/A 3/18/2024	400-673-637	13	\$8,750.00
				INV112121693	FIRE HYDRANT REPAIRS & MAINT- AGREEMENT B/A 3/18/2024	400-673-637	13	\$3,800.00
				INV112121676	FIRE HYDRANT REPAIRS & MAINT- AGREEMENT B/A 3/18/2024	400-673-637	13	\$8,000.00
97935	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-07-08- 09-2024	EMERGENCY REPAIRS-JULY- AUGUST-SEPT 2024	400-673-637	13	\$6,567.00
						400-673-637	13	\$6,865.50
						400-673-637	13	\$5,898.00
97950	836	MS STATE DEPT OF HEALTH		381203	ANNUAL WATER QUALITY ANALYSIS FEE	400-673-604	13	\$35,481.00
						400-673-690	13	\$3.25
97951	13183	NIXON POWER SERVICES LLC	16740	SCPAY23309	GENERATOR SERVICE AGREEMENT-FY24 B/A 10/2/2023	400-673-636	13	\$1,297.00
						400-673-636	13	\$1,720.00
						400-673-636	13	\$1,895.00
						400-673-636	13	\$1,735.00
97966	13577	TWS LLC		924	SEPT 2024 BASIC SERVICE-B/A 02/05/2024	400-673-604	13	\$11,252.34



City of Brandon
Check Register by Department for Checks Dated 10/4/2024

Check Run #: 12914

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Total For Department				400-673				\$172,572.65
Dept#	400-680							
97917	1873	BENCHMARK ENGINEERING		25860	EASTMARK DR SEWER REHAB PROJECT 2024-24	400-680-607	13	\$347.50
				25859	LOCATE SEWER EASEMENT-LOT 70 G'FLD RIDGE PT 10	400-680-607	13	\$737.50
				25862	GENERAL SERVICES	400-680-607	13	\$3,465.00
97918	2948	BISHOP'S HIGH VELOCITY DRAIN SERVICE, INC.		27035	WO#55076-JETTED SEWER NEAR 198 HUNTVIEW DR	400-680-604	13	\$320.00
				27026	WO#55101-JETTED SEWER LINE-102 MABLE DR	400-680-604	13	\$280.00
				27017	WO#54612-JETTED SEWER LINE-G'FLD RIDGE CIR	400-680-604	13	\$400.00
				27006	WO#54612-JETTED SEWER LINE-G'FLD RIDGE CIR	400-680-604	13	\$320.00
				27004	WO#54804-JETTED SEWER LINE-2121 SHADOWLAWN ST	400-680-604	13	\$540.00
				27003	WO#54960-JETTED SEWER MAIN- LOUIS WILSON DR	400-680-604	13	\$320.00
97919	564	BUDDY MARVIN HILLARD		MH091024X	WO#54612-JETTED SEWER LINE	400-680-604	13	\$520.00
97921	1999	CINTAS CORPORATION NO 210		4205186283	UNIFORMS	400-680-535	13	\$11.87
						400-680-535	13	\$9.84
						400-680-535	13	\$8.06



City of Brandon
Check Register by Department for Checks Dated 10/4/2024

Check Run #: 12914

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				4205910895	UNIFORMS	400-680-535	13	\$11.87
						400-680-535	13	\$9.84
						400-680-535	13	\$8.06
97931	860	FLEETCOR TECHNOLOGIES		NP67166783	ACCT #126876- FUEL FOR WEEK 09/23/2024- 09/29/2024	400-680-525	13	\$506.84
97934	5991	HARVEY SERVICES INC		7159	WO#55138-NEW GRINDER PUMP INSTALLED	400-680-722	13	\$3,531.00
				7157	WO#55196-REPAIR GRINDER PUMP	400-680-636	13	\$630.00
				7156	WO#55208-INSTALL NEW GRINDER PUMP	400-680-722	13	\$2,030.00
				7135	WO#55141- GRINDER PUMP REPAIR	400-680-636	13	\$750.00
				7130	WO#55127- GRINDER PUMP REPAIR	400-680-636	13	\$805.00
97935	5975	HEMPHILL CONSTRUCTION COMPANY INC		H24023-54624	GROUP 2 OF 6- HUNTERS WOODS SEWER REPAIR PROJECT	400-680-637	13	\$25,745.90
				H24023-54623	GROUP 2 OF 6- HUNTERS WOODS SEWER REPAIR PROJECT	400-680-637	13	\$6,567.00
				H24023-07-08- 09-2024	EMERGENCY REPAIRS-JULY- AUGUST-SEPT 2024	400-680-637	13	\$12,458.30
						400-680-637	13	\$8,978.60
						400-680-637	13	\$7,197.00
						400-680-637	13	\$5,898.00
						400-680-637	13	\$6,264.50



City of Brandon
Check Register by Department for Checks Dated 10/4/2024

Check Run #: 12914

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						400-680-637	13	\$20,770.65
						400-680-637	13	\$12,238.50
						400-680-637	13	\$6,256.50
						400-680-637	13	\$13,996.20
						400-680-637	13	\$5,945.50
97938	1386	HYDRA SERVICES		181850	WO#54960-BYPASS PUMP RENTAL	400-680-640	13	\$285.00
97951	13183	NIXON POWER SERVICES LLC	16740	SCPAY23309	GENERATOR SERVICE AGREEMENT-FY24 B/A 10/2/2023	400-680-636	13	\$1,603.00
97952	1001	PUCKETT RENTS	18397	1065505-0001	VIN #4562 Skid Steer-Replace Fan Motor	400-680-636	13	\$1,320.98
			18397	1066636-0001	VIN #4562 Skid Steer-Fuel Transfer Pump	400-680-636	13	\$330.25
Total For Department				400-680				\$151,418.26
Fund Total				400				\$323,990.91
Grand Total								\$967,421.20



City of Brandon

Manual Check Batch #: 5542

Fiscal Year 2023 - 2024 12 - Sep

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 # 2601	Check Date: 9/26/2024							
13957	Calder Allen Music, LLC		926241	9/26/2024	9/30/2024	\$2,500.00	100	
004-500-603	ARTIST AGREEMENT	N				\$0.00	\$2,500.00	Calder Allen settlement - C Jinks support
Invoice Total						\$0.00	\$2,500.00	
Total for Check # 2601						\$0.00	\$2,500.00	
Check # 2603	Check Date: 10/1/2024							
9873	James Wilson Jr		101241	10/1/2024	9/30/2024	\$1,387.79	100	
004-500-640	RENTALS	N				\$0.00	\$1,387.79	Reimbursement - Camera Lens rental additional time
Invoice Total						\$0.00	\$1,387.79	
Total for Check # 2603						\$0.00	\$1,387.79	
Check # 2604	Check Date: 10/1/2024							
9846	LIVE NATION WORLDWIDE INC		101242	10/1/2024	9/30/2024	\$1,705.39	100	
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$1,705.39	Music License Fees - Cody Jinks
Invoice Total						\$0.00	\$1,705.39	
Total for Check # 2604						\$0.00	\$1,705.39	
Total for fund			004			\$0.00	\$5,593.18	

Total for batch	5542	\$0.00	\$5,593.18
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City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#	001-010							
97984	6168	MIPCO IMPRESSION PRODUCTS, INC.	18540	258326	OCT-COURT SERVICES COPIER	001-010-640	1	\$78.90
						001-010-640	1	\$90.71
97987	4696	MS MUNICIPAL COURT CLERKS ASSOC		10/01/2024	MUNICIPAL COURT CLERK DUES/VALORA LEWIS	001-010-695	1	\$125.00
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024-09/30/2025	001-010-491	1	\$1,978.87
Total For Department				001-010	\$2,273.48			
Dept#	001-040							
97971	12248	BRANDON BUSINESS ASSOCIATION	18557	10/04/2024	INITIAL PROGRAMMING FUNDS-B/A 6/17/2024	001-040-600	1	\$12,500.00
97978	4763	GREEN OAK GARDEN CENTER LLC	17906	24793	OCT 2024-Plant Care Services	001-040-600	1	\$150.00
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024-09/30/2025	001-040-491	1	\$4,353.51
Total For Department				001-040	\$17,003.51			
Dept#	001-092							
97972	4919	BROADBAND VOICE, LLC		116449	CITY HALL & LIBRARY PHONE-	001-092-605	1	\$981.98



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97974	12880	COMSOUTH INC	18527	207634	OCT 2024 OCT 2024-FLEET TRACKING	001-092-600	1	\$2,340.00
97977	13965	GOVERNMENT FINANCE OFFICERS ASSOCIATION		0289440	GFOA MEMBER RENEWAL-MARY ANN HESS- 10/01/2024- 09/30/2025	001-092-695	1	\$150.00
97979	10929	INSIGHT PUBLIC SECTOR, INC.	18444	1101207353	FY25-Adobe Acrobat Pro License Renewals-B/A 9/03/2024	001-092-600	1	\$5,646.00
97980	2567	INSURANCE MART		417847	SURETY BOND- PUBLIC EMPLOYEES BLANKET BOND- 10/01/2024- 10/01/2025	001-092-601	1	\$580.00
				417849	SURETY BOND- CANDANCE HUNLEY	001-092-601	1	\$175.00
97982	4866	LOGICS		24-IN7102	ANNUAL MAINT & SUPPORT- 10/01/2024- 09/30/2025	001-092-600	1	\$4,635.00
97988	816	MS MUNICIPAL LEAGUE		39249	MML MEMBERSHIP DUES-10/01/2024- 09/30/2025-B/A 8/19/2024	001-092-695	1	\$10,455.20
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	001-092-491	1	\$5,540.83
97992	1029	RANKIN COUNTY SCHOOL DIST		09/12/2024	2024 LEASE PMT/16-5-3 I8J-52	001-092-642	1	\$5,161.42
97994	3845	TRUSTMARK VISA/MC - CAROLYN PALMER	18522	10/04/2024	OCT-QUICKBOOKS PAYMENT	001-092-600	1	\$99.00

Total For Department

001-092
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\$35,764.43
10/04/2024



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check Run #: 12915							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#	001-112							
97969	6291	APPLICATION DATA SYSTEMS INC	18519	11746	OCT-CAD SYSTEM SOFTWARE-PD	001-112-600	1	\$4,995.00
97972	4919	BROADBAND VOICE, LLC		116451	PD PHONE AND FAX LINE-OCT 2024	001-112-605	1	\$825.13
97984	6168	MIPCO IMPRESSION PRODUCTS, INC.	18543	258325	OCT-PD ADMIN COPIER	001-112-640	1	\$331.00
						001-112-640	1	\$106.14
			18542	258328	OCT-PD BOOKING COPIER	001-112-640	1	\$273.00
						001-112-640	1	\$33.84
			18541	258327	OCT-CID COPIER	001-112-640	1	\$273.00
						001-112-640	1	\$28.80
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE-10/01/2024-09/30/2025	001-112-491	1	\$28,099.94
Total For Department				001-112				\$34,965.85
Dept#	001-161							
97972	4919	BROADBAND VOICE, LLC		116445	FD-1 PHONE-OCT 2024	001-161-605	1	\$72.41
97975	1913	DAVID JEFCOAT PEST CONTROL		37969	QUARTERLY PEST SERVICE-FS #6	001-161-600	1	\$60.00
97983	13964	MCE LLC		10/01/2024	MEMBERSHIP AND ENROLLMENT FEE	001-161-695	1	\$4,000.00
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE-10/01/2024-09/30/2025	001-161-491	1	\$22,954.88



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Total For Department				001-161				\$27,087.29
Dept#	001-180							
97970	130	BOAM		10/01/2024	WINTER CONFERENCE FEES/BARNES & GREEN	001-180-696	1	\$250.00
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	001-180-696 001-180-491	1 1	\$250.00 \$2,374.64
Total For Department				001-180				\$2,874.64
Dept#	001-201							
97976	2190	ENTERGY		189683683- 10/02/2024	1379 W GOVERNMENT ST	001-201-630	1	\$135.27
				189683667- 10/02/2024	1346 W GOVERNMENT ST	001-201-630	1	\$134.97
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	001-201-491	1	\$1,978.87
97990	2377	MURPHY'S LAWN & LANDSCAPE	18497	17431	Raise Canopy & Trim Lower Limbs Along Hwy 80	001-201-637	1	\$7,436.21
			18496	17432	Raise Canopy & Trim Lower Limbs	001-201-637	1	\$7,786.45
Total For Department				001-201				\$17,471.77



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	001-220							
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	001-220-491	1	\$1,187.32
Total For Department				001-220				\$1,187.32
Dept#	001-340							
97972	4919	BROADBAND VOICE, LLC		116447	AMP AND P&R PHONE-OCT 2024	001-340-605	1	\$177.61
Total For Department				001-340				\$177.61
Dept#	001-350							
97972	4919	BROADBAND VOICE, LLC		116449	CITY HALL & LIBRARY PHONE- OCT 2024	001-350-605	1	\$337.18
Total For Department				001-350				\$337.18
Fund Total				001				\$139,143.08



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	004-500							
97972	4919	BROADBAND VOICE, LLC		116447	AMP AND P&R PHONE-OCT 2024	004-500-605	1	\$156.74
97973	1999	CINTAS CORPORATION NO 210		4207252798	MATS/AMP	004-500-510	1	\$317.07
97981	9846	LIVE NATION WORLDWIDE INC	18518	10/04/2024	OCT-MONTHLY BOOKING FEE	004-500-600	1	\$20,000.00
97984	6168	MIPCO IMPRESSION PRODUCTS, INC.	18556	258339	OCT-AMP COPIER	004-500-640	1	\$220.00
						004-500-640	1	\$5.64
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	004-500-491	1	\$6,728.15
Total For Department				004-500				\$27,427.60
Fund Total				004				\$27,427.60



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		100-220						
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	100-220-491	1	\$395.78
97991	2583	RAMEY'S		000810133703	INMATE SALAD & DRESSING- 10/01/2024	100-220-520	1	\$21.61
				000810133700	INMATE KETCHUP, FORKS, CUPS & DRINKS-10/01/2024	100-220-520	1	\$43.94
				000810133827	INMATE SALAD, CUPS, DRESSING & DRINKS-10/02/2024	100-220-520	1	\$58.88
				000810133829	INMATE WATER- 10/02/2024	100-220-520	1	\$14.95
				000810133934	INMATE SALAD, DRESSING, CUPS, PLATES & DRINKS- 10/03/2024	100-220-520	1	\$50.74
				000810134013	INMATE MEALS 10/04/2024	100-220-520	1	\$302.58
97993	1851	SONIC		CHK 140- 10/02/2024	INMATE MEALS 10/02/2024	100-220-520	1	\$302.44
97995	8048	WALTER L. HARVEY		10/01/2024	INMATE MEALS 10/01/2024	100-220-520	1	\$270.00
Total For Department				100-220				\$1,460.92
Fund Total				100				\$1,460.92



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#		400-450						
97985	792	MS DEVELOPMENT AUTHORITY	18521	09/01/2024	OCT 2024-GMS 50794 CAP LOAN #16-CP-01 LUCKNEY	400-450-892	1	\$1,901.98
						400-450-851	1	\$871.01
97986	792	MS DEVELOPMENT AUTHORITY	18520	09/2024	OCT 2024-GMS 50717	400-450-892		\$3,369.66
						400-450-851		\$677.41
Total For Department				400-450				\$6,820.06
Dept#		400-670						
97984	6168	MIPCO IMPRESSION PRODUCTS, INC.	18539	258329	OCT-PUBLIC WORKS COPIER	400-670-640	1	\$275.74
						400-670-640	1	\$72.20
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	400-670-491	1	\$2,770.42
Total For Department				400-670				\$3,118.36
Dept#		400-673						
97972	4919	BROADBAND VOICE, LLC		116446	CITY SHOP PHONE- OCT 2024	400-673-605	1	\$110.35
97982	4866	LOGICS		24-IN7102	ANNUAL MAINT & SUPPORT- 10/01/2024- 09/30/2025	400-673-600	1	\$6,003.00
97984	6168	MIPCO IMPRESSION PRODUCTS, INC.	18538	258330	OCT-SHOP COPIER	400-673-640	1	\$195.00

Report run by: ttrebotich



City of Brandon
Check Register by Department for Checks Dated 10/7/2024

Check Run #: 12915

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	400-673-640 400-673-491	1 1	\$0.80 \$6,332.38
Total For Department				400-673				\$12,641.53
Dept#	400-680							
97989	820	MS MUNICIPAL WORKERS COMP		0033WC2024-0	WORKERS COMP COVERAGE- 10/01/2024- 09/30/2025	400-680-491	1	\$1,978.87
Total For Department				400-680				\$1,978.87
Fund Total				400				\$24,558.82
Grand Total								\$192,590.42



City of Brandon
Manual Check Batch #: 5544
Fiscal Year 2023 - 2024 1 - Oct

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 # 2602	Check Date: 10/4/2024							
12430	REBECCA EVANS		104241	10/4/2024	10/2/2024	\$4,992.00		100
004-500-609	VIP AREA	N	NEC			\$0.00	\$4,992.00	CBC Catering - Sturgill Simpson
				Invoice Total		\$0.00	\$4,992.00	
				Total for Check # 2602		\$0.00	\$4,992.00	
Check # 2605	Check Date: 10/1/2024							
2574	CITY OF BRANDON		101241	10/1/2024	10/2/2024	\$2,500.00		100
004-500-600	PROF SERVICES - OTHER	N				\$0.00	\$2,500.00	Cash Advance - Sturgill Simpson
				Invoice Total		\$0.00	\$2,500.00	
				Total for Check # 2605		\$0.00	\$2,500.00	
Check # 2606	Check Date: 10/4/2024							
9873	James Wilson Jr		104242	10/4/2024	10/2/2024	\$3,935.46		100
004-500-640	RENTALS	N				\$0.00	\$3,935.46	Camera Rental reimbursement - Sturgill Simpson
				Invoice Total		\$0.00	\$3,935.46	
				Total for Check # 2606		\$0.00	\$3,935.46	
		Total for fund	004			\$0.00	\$11,427.46	

Total for batch

5544

\$0.00

\$11,427.46

0 • C

FY
25

4,992.00 +
2,500.00 +
3,935.46 +
11,427.46 *

0 • C

4,992.00 +
2,500.00 +
3,935.46 +
11,427.46 *

0 • C

0 • C



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: HEMPHILL CONSTRUCTION COMPANY
JULY, AUGUST, & SEPTEMBER 2024 EMERGENCY REPAIRS INVOICE APPROVALS

Asking for your consideration to approve the following invoices from Hemphill Construction Company for emergency repairs in the months of July, August, & September 2024 and authorize payment of the same.

1. 61 Sunline Drive - \$12,458.30 – H24023-54337 – ER Sewer Repair due to utility bore
2. 61 Terrapin Cove - \$8,978.60 – H24023-54395 – ER Sewer Repair
3. 76 Pine Cove - \$7,197.00 – H24023-54989 - ER Sewer Repair due to utility bore
4. 101 Deborah Drive – \$5,898.00 – H24023-55177 – ER Sewer Repair
5. Near 201 North Street - \$6,567.00 – H24023-54899 – ER Water Leak Repair
6. 308 Brenmar Drive - \$6,264.50 – H24023-54513 - ER Sewer Repair
7. Near 526 & 532 East Jasper Street - \$6,865.50 – H24023-55156 – ER Water Leak Repair
8. 606 West Sunset Drive - \$20,770.65 – H24023-54438 - ER Sewer Repair
9. 1075 Centrepointhe Drive - \$12,238.50 – H24023-54317 – ER Sewer Repair
10. 439 Greenfield Ridge Circle - \$6,256.50 – H24023-54612 – ER Sewer Repair
11. Greystone Ct near Woodstone Road – \$5,898.00 – H24023-54612 - ER Water Leak Repair
12. Harrell Street - \$13,996.20 – H24023-54387 – ER Sewer Repair
13. Louis Wilson Drive near Kennedy Farm Parkway - \$5,945.50 – H24023-54960 – ER Sewer Issue

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 invoices

GL Code & Funding: 400-680-637 – WSOM - \$100,003.75

400-673-637 – WSOM - \$19,330.50

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	20	HR	Foreman	\$95.00	\$1,900.00
2	19	HR	Trackhoe & Operator (308)	\$115.00	\$2,185.00
3	19	HR	Front End Loader & Operator	\$130.00	\$2,470.00
4	19	HR	Pipelayer	\$45.00	\$855.00
5	38	HR	Laborer	\$38.00	\$1,444.00
6	19	HR	Pickup Truck	\$22.00	\$418.00
7	19	HR	Flatbed Truck	\$19.00	\$361.00
8	19	HR	Small Incidental Tools	\$15.00	\$285.00
9	20	HR	Vacuum Excavator	\$80.00	\$1,600.00
10	1	LS	Eagle Pipe	\$940.30	\$940.30
TOTAL AMOUNT DUE					\$12,458.30

Emergency Sewer Repair - Utility Bore through sewer main
causing backup at home.

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54337

Work Order Date: 07/18/24

Work Type:

Status: Complete

Prepared By: Barry Cutrer

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer Work Request

Date Requested: 07/18/2024

Name: Lynn Loecher

Service Address or Request 61 Sunline Drive

Location:

Phone Number: 601-966-2494

Email Address:

Reported By: Jerry Taylor

Department: Sewer

Ward:

Nature of Request: Issue with sewer main. Smoke testing performed showed smoke exiting pipe on city main.

Scheduled Completion Date: 07/31/2024

Date Work Order Completed: 07/31/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Utility cable bored through sewer main. Replaced 5lf of 8" sewer pipe. Also used two 8X8 clay to pvc Fernco couplings. Backfilled.

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:

Status:

Notes

08/01/2024 Hemphill made repairs

07/18/2024 I completed WO# 54153 & created this one, because the smoke test performed on 07/15 revealed no issue with the sewer service line, but rather with the City's sewer main. I'm going to email Carly a

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:

sewer line repair near 61 Sunline 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 30 day of September, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

RECEIVED

AUG 05 2024

INVOICE

Date	Account #	Invoice #	Due Date
8/3/2024	H24023	70269	9/2/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:

Hemphill Construction Company Inc.
PO Drawer 879
Florence, MS 39073

RECEIVED

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 / Wendell	1% 10 Net 30	NRP	7/30/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon
QTY	DESCRIPTION				UNIT	EXT
	** 61 Sunline Drive - Brandon MS **					
14	10in SDR26 HW PVC Sewer Pipe - ps115 - 14ft length - Gasket Joint # 10SDR26HWX14				25.10	351.40
3	10in x 10in Flexible Sewer Coupling - Clay to PVC - ARC Shielded (Mission Rubber) # MR021010ARC				155.90	467.70
2	Quad Plug Hydraulic Cement - 5 Gallon Pail - 45 second # 6580				60.60	121.20

Posted
AUG 06 2024

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:	\$940.30
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$940.30



[illegible]

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

7/31/2024

DAY OF WEEK:

WEDNESDAY

ACCIDENTS:

INCIDENTS:

YES

X

YES

X

NO

NO

HEMPHILL

CONSTRUCTION COMPANY

FOUNDED 1988 SINCE 1983

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER
1	WENDELL PITTS	2615	FOREMAN			8.00	3.00									11.00	A.M.
2	ROBERT LADNER	1019	Trackhoe			8.00	3.00									11.00	READING
3	JEFFERY PITTS	2771	Trackhoe			8.00	3.00									11.00	SOIL TYPE
4	MATTHEW GROSS	3341	Pipelayer			8.00	3.00									11.00	LOCATION
5	DILLION WALTERS	2630	LABOR			8.00	3.00									11.00	
6	CARLOS DE LE CRUZ	3342	LABOR			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)		1570	F250 FOREMAN TRK	8.00	3.00											11.00	BEGIN	END	HRS
WEATHER		1195	2 TON	8.00	3.00											11.00			-
FAIR		12762	LEVEL	8.00	3.00											11.00			-
CLOUDY		13780	PIPESAW	8.00	3.00											11.00			-
RAIN AMOUNT (IN)		9486	LASER	8.00	3.00											11.00			-
TEMPERATURE		11614	3" Trash Pump	8.00	3.00											11.00			-
TIME WORKED	START	STOP	11652	3" Diaphram Pump	8.00	3.00										11.00			-
MORNING			5614	Conex Box	8.00	3.00										11.00			-
AFTERNOON			2393	CAT 308	8.00	3.00										11.00			-
NIGHT			2412	CAT 926M	8.00	3.00										11.00			-
TOTAL HRS FOR DAY			8593	VAC MACHINE	8.00	3.00										11.00			-
WORK COMPLETED																-			-
PHASE	QUANTITY	UNITS														-			-

1																-			-
2																-			-
3																-			-
4																-			-
5																-			-
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14																-			-
15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Finished pot holing and stripping cables back at 61 Sunline Dr. sloped back ditch and dug down on main sewer line and cut out bad pipe and used 5 feet of 8" pvc sewer to repair broke pipe. Used 2 - 8" X 8" clay to pvc sure ring fernco couplings and 5' of 8" pvc sewer pipe. Backfilled around pipe with sand and around utility lines with sand also. Hauled off dirt and old concrete from walkway. Went to 606 west sunset drive and cut concrete driveway to repair sewer leak.

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

WENDELL PITTS

FOREMAN

Work Order 54395 – 61 Terrapin Cove

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	6	HR	Superintendent	\$105.00	\$630.00
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	0	HR	Pipelayer	\$45.00	\$0.00
6	12.5	HR	Laborer	\$38.00	\$475.00
7	12	HR	Pickup Truck	\$22.00	\$264.00
8	12	HR	Flatbed Truck	\$19.00	\$228.00
9	12	HR	Small Incidental Tools	\$15.00	\$180.00
10	13	HR	Trench Box	\$5.00	\$65.00
11	12	HR	Vacuum Excavator	\$80.00	\$960.00
12	1	LS	Eagle Pipe	\$1,756.60	\$1,756.60
TOTAL AMOUNT DUE					\$8,978.60

Emergency Sewer Repair - sewer on ground and
sinkhole formed at driveway

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54395

Work Order Date: 07/24/24

Work Type:

Status: Complete

Prepared By: Latoya Heckard

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Sinkhole

Date Requested: 07/19/2024

Name: Mark Bush

Service Address or 61 Terrapin Cove

Request Location:

Phone Number: 601 591-3843

Email Address:

Reported By: JEBUSH23@GMAIL.COM

Department: Sewer

Ward:

Nature of Request: He has another hole about 1 foot wide and 1 foot deep that he would like filled. *Per Note: sewer issue*

Scheduled Completion

Date:

Date Work Order 08/05/2024

Completed:

Work Order Completed Hemphill Construction Company

By:

Scope of Work Concrete sewer pipe had broken. Replaced 14lf of 6" sewer pipe and installed one 6" 22.5

Completed: degree bend, one 6" 45degree bend, and two 6" concrete to pvc couplings to complete repair. Backfilled with sand and 610 slag. Driveway will need to be repaired.

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:

Status:

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:

sewer line repair at 61 Terrapin Cove due to broken main.

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 30 day of September, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract, documentation of the purchase or repair contract, including a description of the commodity purchased, the price thereof and the nature of the emergency shall be presented to the board and shall be placed on the minutes of the board of such governing authority.)



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
8/9/2024	H24023	70333	9/8/2024
FAX		PHONE	
601-487-7474		601-487-7473	

RECEIVED

BILL TO:				AUG 12 2024			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				
H24023 - 040001-04								
PO or JOB #		TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Kenneth		1% 10 Net 30	NRP	8/5/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT	
	** 61 Terrapin Cove - Brandon MS **							
1	8in x 6in SDR26 HW PVC Tee Wye - G x G x G # 8X6SDR26TY					138.45	138.45	
2	8in x 8in Flexible Sewer Coupling - Concrete x PVC - ARC Shielded (Mission Rubber) # MR0688ARC					178.95	357.90	
1	6in SDR26 HW PVC 45 Degree Bend - G x G # 6SDR2645					54.60	54.60	
1	6in SDR26 HW PVC Street 45 Degree Bend - S x G ** Note: Spigot x Gasket ** # 6SDR2645ST					40.35	40.35	
2	6in SDR26 HW PVC 22.5 Degree Bend - G x G # 6SDR2622					75.30	150.60	
2	6in x 6in Flexible Sewer Coupling - PVC x PVC (Mission) # MR5666-Mission					17.20	34.40	
1	Pipe Lube - .95L - Quart # GLP32					6.70	6.70	
2	6in x 6in Flexible Sewer Coupling - Concrete x PVC - ARC Shielded (Mission Rubber) # MR0666ARC					123.20	246.40	

Posted
AUG 13 2024

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:	\$1,029.40
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$1,029.40



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
8/9/2024	H24023	70350	9/8/2024
FAX		PHONE	
601-487-7474		601-487-7473	

RECEIVED

AUG 12 2024

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

RECEIVED

PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24034 / Kenneth	1% 10 Net 30	NRP	8/7/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION				UNIT	EXT	
	** 69 Terrapin Cove - Brandon MS **						
	** Call Kenneth when leaving to meet you at job location **						
12	Quad Plug Hydraulic Cement - 5 Gallon Pail - 45 second # 6580				60.60	727.20	
1	Probe Rod - Mighty Probe - 48in length - MPA48 # MIGHTYPROBE48				119.40	119.40	
1	Probe Rod - Smart Stick Tips - 3 Pack # SMARTSTICK5FT				24.00	24.00	

Posted

AUG 13 2024

H24023 - 040001-04

3

Posted
AUG 13 2024

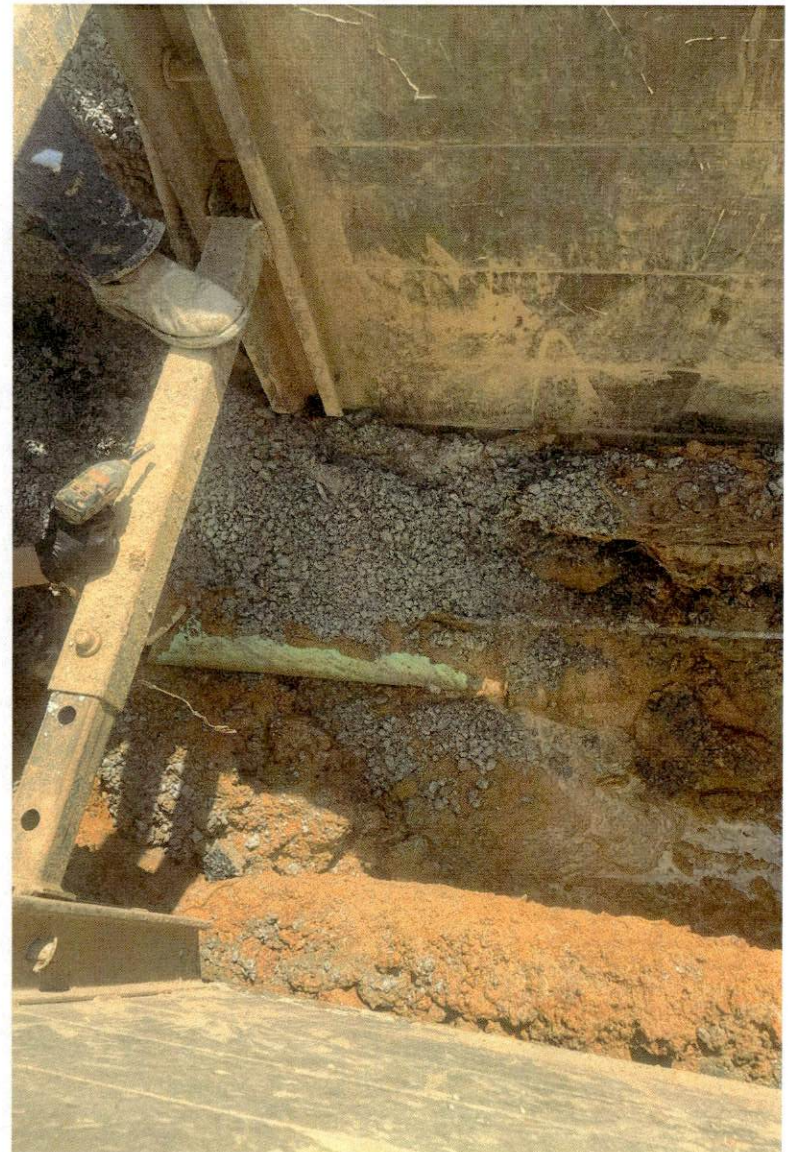
H24023-040001-04
3

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:	\$870.60
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$870.60





[illegible]

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	6	HR	Superintendent	\$105.00	\$630.00
2	11	HR	Foreman	\$95.00	\$1,045.00
3	11	HR	Trackhoe & Operator (308)	\$115.00	\$1,265.00
4	11	HR	Front End Loader & Operator	\$130.00	\$1,430.00
5	11	HR	Pipelay	\$45.00	\$495.00
6	22	HR	Laborer	\$38.00	\$836.00
7	11	HR	Pickup Truck	\$22.00	\$242.00
8	11	HR	Flatbed Truck	\$19.00	\$209.00
9	11	HR	Small Incidental Tools	\$15.00	\$165.00
10	11	HR	Vacuum Excavator	\$80.00	\$880.00
TOTAL AMOUNT DUE					\$7,197.00

Emergency Sewer Repair - damaged sewer main due to possible utility bore

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54989

Work Order Date: 09/05/24

Work Type:

Status: Complete

Prepared By: Lisa Grayer

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Sinkhole

Date Requested: 08/29/2024

Name: Samantha Atkinson

Service Address or Request 76 Pine Cove

Location:

Phone Number: 601-214-0130

Email Address:

Reported By:

Department: Sewer

Ward:

Nature of Request: Customer states There is a hole next to the Utility Box that is now 5ft deep and 3ft wide and has been exposed wires at the bottom. States it is not holding water when it rains.

Scheduled Completion

Date:

Date Work Order 09/16/2024

Completed:

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Replace 4lf of 8" sewer pipe that had been damaged due to utility bore. Used two couplings to complete repair. Backfilled.

**Locate Number If
Necessary:**

Additional Information: ***Gave to Hemphill on 9/13/2024 for repair. See notes. Carly Beth Dearman

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost

Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

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 repair at 76 Pine Cove. Damage to sewer main by utility bore.

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 30 day of September, 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.)



JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 9/16/2024

DAY OF WEEK: MONDAY



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	ZACHARY MACKE	3102	Labor			11.00	-						11.00	LOCATION
5	CHARLES SHOULDERS	2865	Loader			11.00	-						11.00	
6	CEDRIC HYDE	3377	Labor			11.00	-						11.00	P.M.
7													-	READING
8													-	SOIL TYPE
9													-	LOCATION
10													-	
11													-	
12													-	
13													-	
14													-	
15													-	

[illegible][illegible]

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 75 Pine cove to investigate a sink hole in yard. It was sewer main that was taking dirt in. Had to pothole on utilities in area. Once I found utilities we started excavating down on 8" sewer main. Found a Cspire fiber conduit right above sewer and it looked like when they bored it they hit the underside of 8" sewer main and cracked it. We cleaned off from around sewer pipe. Cut out bad section and installed a new 4' section of 8" pvc sewer pipe. Sleeved back together with rubber couplings, made sure to bed pipe with sand. Finished backfilling excavation and dressed up area in yard. Hauled off broken pieces of concrete pipe with loader. Had to move equipment and traffic control equipment back to yard. Made sure everything was cleaned up and safed up 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

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	5	HR	Superintendent	\$105.00	\$525.00
2	9	HR	Foreman	\$95.00	\$855.00
3	9	HR	Trackhoe & Operator (308)	\$115.00	\$1,035.00
4	9	HR	Front End Loader & Operator	\$130.00	\$1,170.00
5	9	HR	Pipelayer	\$45.00	\$405.00
6	18	HR	Laborer	\$38.00	\$684.00
7	9	HR	Pickup Truck	\$22.00	\$198.00
8	9	HR	Flatbed Truck	\$19.00	\$171.00
9	9	HR	Small Incidental Tools	\$15.00	\$135.00
10	9	HR	Vacuum Excavator	\$80.00	\$720.00
TOTAL AMOUNT DUE					\$5,898.00

Emergency sewer repair - sewer on ground

GL Code: 400-680-637

Funding: WSOM



Work Order #: 55177

Work Order Date: 09/13/24

Work Type:

Status: Complete

Prepared By: Carly Dearman

Type of Work Order: Unscheduled Emergency Work (During Reg Hours)

Request Type: Sewer - Leak

Date Requested: 09/13/2024

Name:

Service Address or Request 101 Deborah Drive

Location:

Phone Number:

Email Address:

Reported By:

Department:

Ward:

Nature of Request:

Scheduled Completion Date:

Date Work Order Completed: 09/13/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: repaired 4" sewer line. Had to retap and to replace 8lf of 4" sewer pipe with 2 couplings. Repairs were made at street. Backfilled.

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:

Status: OPEN

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

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:

sewer repair near 101 Deborah 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 30 day of September, 2024.

Carly Beth Dearman

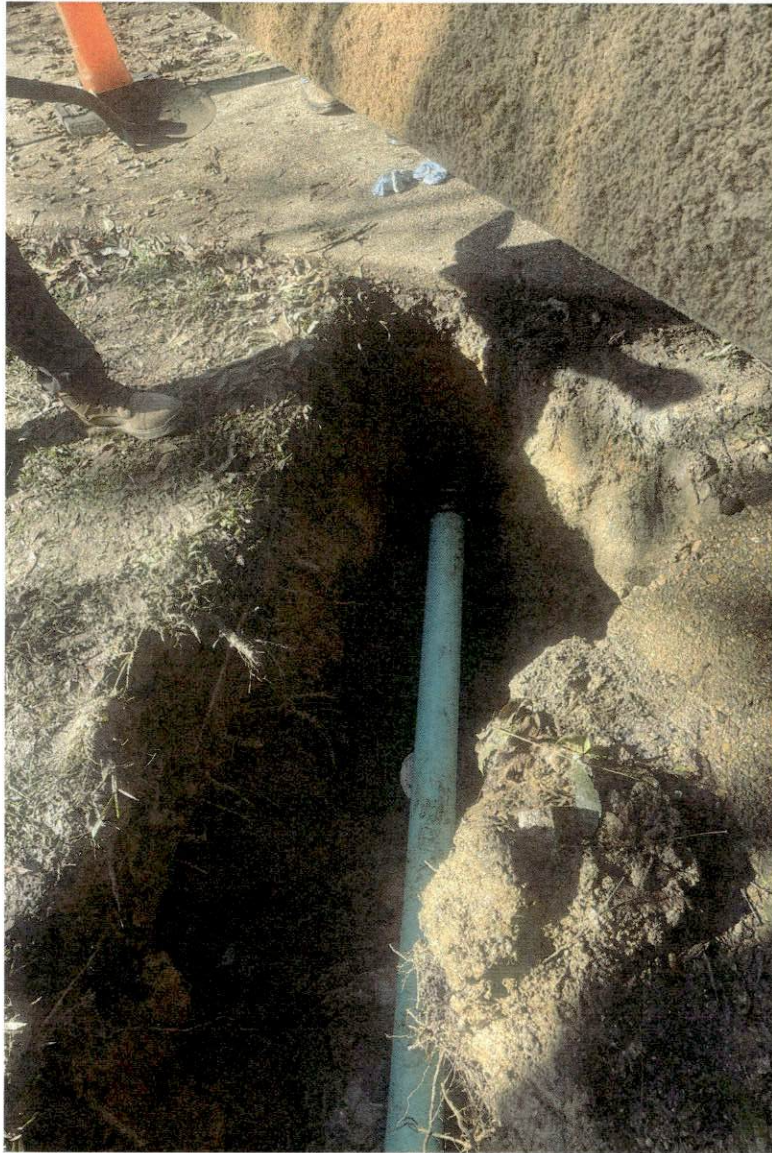
Carly Beth Dearman

(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.)



JOB NO: H24023-

PROJECT: Brandon Maintenance

DATE: 9/13/2024

DAY OF WEEK: FRIDAY

ACCIDENTS: YES NO

INCIDENTS: YES ☒ NO

SUPERINTENDENT: Chad Phelps

REVIEWED: BK

[illegible]

TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-								
1											-	
2											-	
											-	EQ ODOMETER READINGS

[illegible]

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 101 Deborah Dr to investigate sewer issue that city started working on. Set up traffic control. Started pot holing down in excavation city left behind. Found one end of 4" sewer service. We had to finish cleaning out hole and try to find other side of service. Finally found the other side so we cleaned off both sides and prepped to connect it back together. Installed a 8' section of 4" pvc sewer pipe and used 2 rubber couplings to connect back together. Made sure to bed with sand around pipe. Finished backfilling with dirt and dressed up area. Had to install mailbox post and cement around it. Made sure everything was safe up and hauled off pieces of broken concrete with loader. Prepped area for 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
---	---

KENNETH MCCARDIE

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	11	HR	Foreman	\$95.00	\$1,045.00
2	11	HR	Trackhoe & Operator (308)	\$115.00	\$1,265.00
3	11	HR	Front End Loader & Operator	\$130.00	\$1,430.00
4	11	HR	Pipelayer	\$45.00	\$495.00
5	22	HR	Laborer	\$38.00	\$836.00
6	11	HR	Pickup Truck	\$22.00	\$242.00
7	11	HR	Flatbed Truck	\$19.00	\$209.00
8	11	HR	Small Incidental Tools	\$15.00	\$165.00
9	11	HR	Vacuum Excavator	\$80.00	\$880.00
TOTAL AMOUNT DUE					\$6,567.00

Emergency Water Leak Repair in road

GL Code: 400-673-637

Funding: WSOM



Work Order #: 54899

Work Order Date: 08/29/24

Work Type:

Status: Complete

Prepared By: Michael Perry

Type of Work Order: Unscheduled Emergency Work (During Reg Hours)

Request Type: Water - Leak

Date Requested: 08/29/2024

Name: Michael Perry

Service Address or Request Near 201 North Street

Location:

Phone Number:

Email Address:

Reported By:

Department: Water

Ward:

Nature of Request: Water leak in the middle of the road

Scheduled Completion Date:

Date Work Order Completed: 08/29/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Repaired 2" galvanized water line with a full circle clamp. Had to cut out section of the road. Will need asphalt repair

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:

Status:

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

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 repair near 201 North Street. Water leak was in road causing damage.

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 30 day of September, 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.)



JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

8/29/2024

DAY OF WEEK:

THURSDAY

HEMPHILL

CONSTRUCTION

EQUIPMENT

FLORENCE, MS SINCE 1963

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

NAME						EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-									TOTAL	PENETROMETER		
1	WENDELL PITTS						2615	FOREMAN			11.00								11.00	A.M.		
2	ROBERT LADNER						1019	Trackhoe			11.00								11.00	READING		
3	JEFFERY PITTS						2771	Trackhoe			11.00								11.00	SOIL TYPE		
4	MATTHEW GROSS						3341	Pipelayer			11.00								11.00	LOCATION		
5	DILLION WALTERS						2630	LABOR			11.00								11.00			
6	CARLOS DE LE CRUZ						3342	LABOR			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)			1570	F250 FOREMAN TRK	11.00														11.00	BEGIN	END	HRS
WEATHER			1056	2 TON	11.00														11.00			
FAIR			12762	LEVEL	11.00														11.00			
CLOUDY			13780	PIPESAW	11.00														11.00			
RAIN AMOUNT (IN)			9468	LASER	11.00														11.00			
TEMPERATURE			11614	3" Trash Pump	11.00														11.00			
TIME WORKED			START	STOP	11652	3" Diaphram Pump	11.00												11.00			
MORNING					5614	Conex Box	11.00												11.00			
AFTERNOON					2412	CAT 926M	11.00												11.00			
NIGHT					8593	VAC MACHINE	11.00												11.00			
TOTAL HRS FOR DAY					2244	CAT 303.5	11.00												11.00			
WORK COMPLETED																			-			
PHASE			QUANTITY	UNITS															-			
1																			-			
2																			-			
3																			-			
4																			-			
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7																			-			
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14																			-			
15																			-			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Took vac machine to North Street and dug out asphalt and started pot holing for water leak. Had to Cut more asphalt and keep moving up and over until we were able to find leak on 2" galvanized pipe. Scraped and cleaned off pipe and put a full circle clamp on it. Hauled off asphalt and dirt and brought sand in to put around pipe and then backfilled the rest with 610 gravel.

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

WENDELL PITTS

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	5.5	HR	Superintendent	\$105.00	\$577.50
2	11	HR	Foreman	\$95.00	\$1,045.00
3	11	HR	Trackhoe & Operator (308)	\$115.00	\$1,265.00
4	11	HR	Front End Loader & Operator	\$130.00	\$1,430.00
5	11	HR	Pipelayer	\$45.00	\$495.00
6	22	HR	Laborer	\$38.00	\$836.00
7	11	HR	Pickup Truck	\$22.00	\$242.00
8	11	HR	Flatbed Truck	\$19.00	\$209.00
9	11	HR	Small Incidental Tools	\$15.00	\$165.00
TOTAL AMOUNT DUE					\$6,264.50

Emergency Sewer Line Repair - sewage flowing into ditch

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54513

Work Order Date: 08/05/24

Work Type:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order: Call Out (After Reg Hours)

Request Type: Sewer - Leak

Date Requested: 08/02/2024

Name: Berk Meyer

Service Address or 313 Danbar Street | **discovered sewer leak between 308 Brenmar Street & 310 Brenmar

Request Location: Street**

Phone Number: 601-540-3346

Email Address:

Reported By: Protel / Request #730976626 4:23pm

Department: Sewer

Ward:

Nature of Request: DRAINAGE DITCH AT BILL VANCE PARK IS RUNNING RAW SEWAGE AND IT
SMELLS BAD/DARK BLACK. cbs protel

Scheduled Completion

Date:

Date Work Order 08/12/2024

Completed:

Work Order Completed Hemphill Construction Company

By:

Scope of Work Break in sewer main. Replaced 14lf of 8" sewer pipe. Tied into concrete pipe with rubber

Completed: couplings. Backfilled with sand and installed wattles near ditch line. Washed out ditch to
clear any sewer overflow.

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:

Status: OPEN

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:

sewer line repair near 308/310 Brenmar Street. Broke sewer line causing sewer to flow into
ditch.

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 30 day of September, 2024.

Carly Beth Dearman

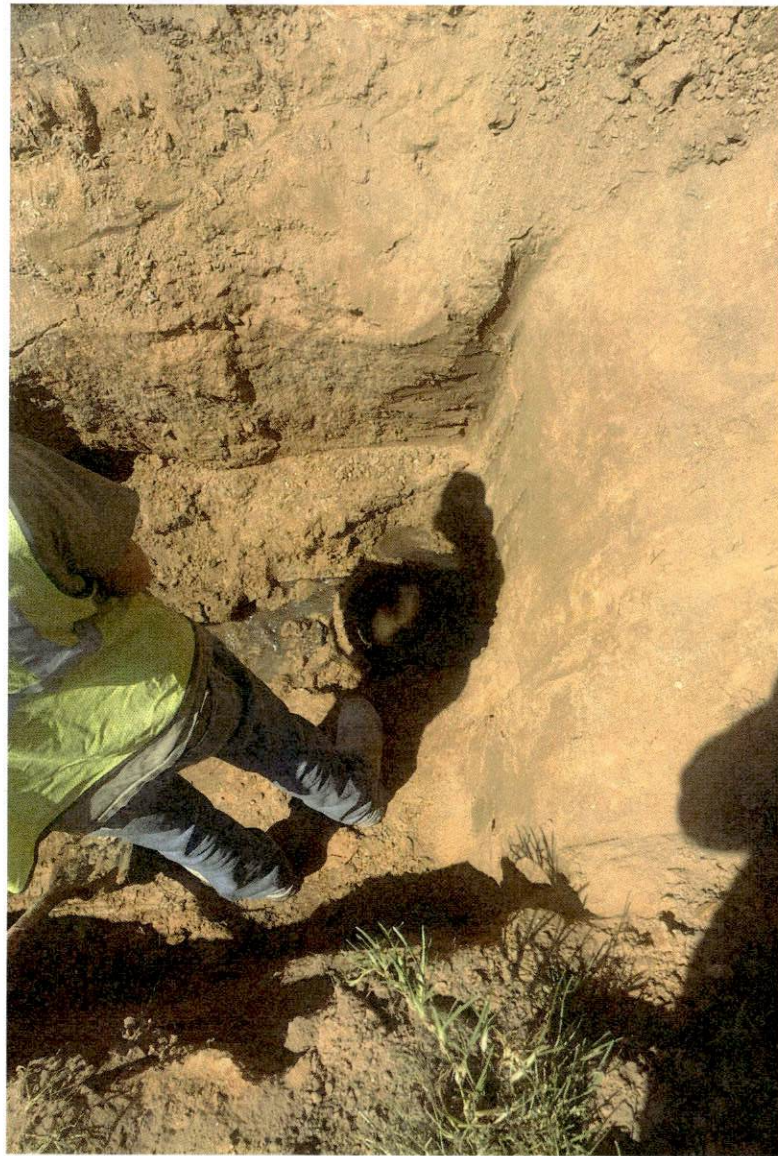
Carly Beth Dearman

(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.)



JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

8/12/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

CONSTRUCTION

COMPASS

FLORISSANCE, MO SINCE 1983

					010001-										TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN											A.M.		
1	KENNETH MCCARDLE	2611	FOREMAN			11.00									11.00			
2	JOSEPH WELBORN	1641	Pipelayer			11.00									11.00	READING		
3	BARRET ABRAMS	2930	Trackhoe			11.00									11.00	SOIL TYPE		
4	ZACHARY MACKE	3102	Labor			11.00									11.00	LOCATION		
5	CHARLES SHOULDERS	2865	Loader			11.00									11.00			
6	LAMOUNT FUNCHESS	3370	Trackhoe			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			12510	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	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			13910	Material Box	11.00										11.00			-
PHASE	QUANTITY	UNITS	13461	Tamp	11.00										11.00			-
1			13430	Tamp	11.00										11.00			-
2			8593	Pothole Machine	-										-			-
3			2408	926 Cat	11.00										11.00			-
4			2397	308 Cat	-										-			-
5			2393	308 Cat	11.00										9.00			-
6															-			-
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15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

We had to set up traffic control at 310 Brenmar St. They had sewer coming out of rip rap ditch line around sewer main. Had to investigate where sewer manholes were. City came out and gave layout of sewer system. They had to call Bishop camera service out to come camera the main to find where break in line was. They marked on top of ground where it was. We started excavating down on sewer main and found sinkhole and wash out where sewer was going. The entire bottom of the concrete sewer main was broken out. We had to trace back to find a good spot to tie onto. We found a old repair and went past it to found good pipe. Installed 14 ft of 8" pvc sewer pipe. Tied into concrete pipe with rubber couplings. Made sure to bed it with sand around pipe. Backfilled excavation and dressed up area and installed waddles next ditch line. Used fire hose to wash out concrete ditch. 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	11.5	HR	Foreman	\$95.00	\$1,092.50
2	11.5	HR	Trackhoe & Operator (308)	\$115.00	\$1,322.50
3	11.5	HR	Front End Loader & Operator	\$130.00	\$1,495.00
4	11.5	HR	Pipelayer	\$45.00	\$517.50
5	23	HR	Laborer	\$38.00	\$874.00
6	11.5	HR	Pickup Truck	\$22.00	\$253.00
7	11.5	HR	Flatbed Truck	\$19.00	\$218.50
8	11.5	HR	Small Incidental Tools	\$15.00	\$172.50
9	11.5	HR	Vacuum Excavator	\$80.00	\$920.00
TOTAL AMOUNT DUE					\$6,865.50

Emergency Water Leak Repair in road

GL Code: 400-673-637

Funding: WSOM



Work Order #: 55156

Work Order Date: 09/19/24

Work Type:

Status: Complete

Prepared By: Michael Perry

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Water - Leak

Date Requested: 09/19/2024

Name:

Service Address or Request near 526 & 532 East Jasper Street

Location:

Phone Number:

Email Address:

Reported By:

Department: Water

Ward:

Nature of Request: Water leak in the road

Scheduled Completion Date:

Date Work Order Completed: 09/18/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Repaired 3/4" poly service line under the road. Backfilled with sand and 610 slag. Will need asphalt

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:

Status: OPEN

Employee Cost: \$0.00

Equipment Cost: \$0.00

Material Cost: \$0.00

Inventory Cost: \$0.00

Purchase Order Cost: \$0.00

Uploaded Files

Date

09/19/2024

File Name

[22464263-IMG_2439.jpeg](#)

Uploaded by

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 repair near 526 & 532 East Jasper Street in 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 30 day of September, 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.)

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

9/18/2024

DAY OF WEEK:

WEDNESDAY

CONSTRUCTION

HEMPHILL

EQUIPMENT

FLORENCE, MS SINCE 1983

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

NAME					EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-									TOTAL	PENETROMETER
1	WENDELL PITTS					2615	FOREMAN			11.50								11.50	A.M.
2	ROBERT LADNER					1019	Trackhoe			11.50								11.50	READING
3	JEFFERY PITTS					2771	Trackhoe			11.50								11.50	SOIL TYPE
4	MATTHEW GROSS					3341	Pipelayer			11.50								11.50	LOCATION
5	DILLION WALTERS					2630	LABOR			11.50								11.50	
6	CARLOS DE LE CRUZ					3342	LABOR			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		
WORK DAY (Y/N)			1570	F250 FOREMAN TRK	11.50													11.50	BEGIN	END	HRS
WEATHER			1056	2 TON	11.50													11.50			
FAIR			12762	LEVEL	11.50													11.50			
CLOUDY			13780	PIPESAW	11.50													11.50			
RAIN AMOUNT (IN)			9468	LASER	11.50													11.50			
TEMPERATURE			11614	3" Trash Pump	11.50													11.50			
TIME WORKED			11652	3" Diaphram Pump	11.50													11.50			
MORNING			5614	Conex Box	11.50													11.50			
AFTERNOON			2412	CAT 926M	11.50													11.50			
NIGHT			8593	VAC MACHINE	11.50													11.50			
TOTAL HRS FOR DAY			2244	CAT 303.5	11.50													11.50			
WORK COMPLETED			2393	CAT 308	-													-			
PHASE																		-			
QUANTITY																		-			
UNITS																		-			

1																		-			
2																		-			
3																		-			
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14																		-			
14																		-			
14																		-			
15																		-			

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Called to go to East Jasper Street on a emergency water repair. Pot holed and found water leak coming out from underneath the asphalt. Cut asphalt and loaded it up and hauled it to Brandon yard. Repaired 3/4" water service and hauled in sand and top soil to backfill On-The-Go shoulder of the road. Put 610 gravel in pavement 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

WENDELL PITTS

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	26.5	HR	Foreman	\$95.00	\$2,517.50
2	26.5	HR	Trackhoe & Operator (308)	\$115.00	\$3,047.50
3	26	HR	Front End Loader & Operator	\$130.00	\$3,380.00
4	26.5	HR	Pipelayer	\$45.00	\$1,192.50
5	52.5	HR	Laborer	\$38.00	\$1,995.00
6	26	HR	Pickup Truck	\$22.00	\$572.00
7	26	HR	Flatbed Truck	\$19.00	\$494.00
8	26.5	HR	Small Incidental Tools	\$15.00	\$397.50
9	26	HR	Vacuum Excavator	\$80.00	\$2,080.00
10	1	LS	Eagle Pipe	\$5,094.65	\$5,094.65
TOTAL AMOUNT DUE					\$20,770.65

Emergency sewer repair - issue with tap causing
sewer backup at home

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54438

Work Order Date: 07/29/24

Work Type:

Status: Complete

Prepared By: Lori Sarver

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Backup

Date Requested: 07/28/2024

Name: John Ingram

Service Address or Request 606 West Sunset Drive

Location:

Phone Number: (601) 507-5069

Email Address: Lovinacresfarms@gmail.com

Reported By: Request #729079932 11:29am

Department: Sewer

Ward:

Nature of Request: Had Plumber at my home and they ran a Sewer Camera threw my lines and determined that the sewer is stopped up at the Street. Please give a call as soon as possible.

Scheduled Completion

Date:

Date Work Order 08/02/2024

Completed:

Work Order Completed Carly Beth Dearman

By:

Scope of Work Completed: Retapped and reconnected sewer line. Installed tee and 5lf of 8" sewer pipe. Backfilled with sand and 610 slag.

Locate Number If

Necessary:

Additional Information: **7/29/24 Call Out (Wesley Riels) - spoke with customer, JT to look at blocked pipe

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost

Information:

Meter Deposit Amount:

Tap Fee Amount:

Status: OPEN

Notes

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:

sewer line repair at 606 West Sunset Drive causing backup into home

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 30 day of September, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
AUG 05 2024	H24023	70286	9/2/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073 H24023 - 040001-04				Hemphill Construction Company H24023 - February 2024 Brandon Kenneth - 601-559-5101 Directions below Brandon, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Wendell	1% 10 Net 30	NRP	8/2/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
4	8in x 6in SDR26 HW PVC Tee Wye - G x G x G # 8X6SDR26TY					138.45	553.80
4	8in x 4in SDR26 HW PVC Tee Wye - G x G x G # 8X4SDR26TY					121.00	484.00
6	6in SDR26 HW PVC Street 45 Degree Bend - S x G ** Note: Spigot x Gasket ** # 6SDR2645ST					40.35	242.10
6	4in SDR26 HW PVC Street 45 Degree Bend - S x G ** Note: Spigot x Gasket ** # 4SDR2645ST					27.50	165.00
6	6in SDR26 HW PVC 45 Degree Bend - G x G # 6SDR2645					54.60	327.60
8	4in SDR26 HW PVC 45 Degree Bend - G x G # 4SDR2645					29.80	238.40
8	8in x 8in Flexible Sewer Coupling - Concrete x PVC - ARC Shielded (Mission Rubber) # MR0688ARC					178.95	1,431.60
8	8in x 8in Flexible Sewer Coupling - PVC x PVC - ARC Shielded (Mission Rubber) # MR5688ARC					119.85	958.80
4	6in x 6in Flexible Sewer Coupling - PVC x PVC - ARC Shielded (Mission Rubber) # MR5666ARC					80.75	323.00
4	4in x 4in Flexible Sewer Coupling - PVC x PVC - ARC Shielded (Mission Rubber) # MR5644ARC					42.45	169.80

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
8/3/2024	H24023	70286	9/2/2024
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 - 601-659-5101 Directions below Brandon, MS				
PO or JOB #		TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Wendell		1% 10 Net 30	NRP	8/2/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION						UNIT	EXT
2	Quad Plug Hydraulic Cement - 5 Gallon Pail - 45 second # 6580 —						59.40	118.80
3	Gallon Pipe Joint Lube - 8lb Bucket (Ease On) # GLP1 —						27.25	81.75

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:	\$5,094.65
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$5,094.65



JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

7/31/2024

DAY OF WEEK:

WEDNESDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

HEMPHILL

CONSTRUCTION COMPANY

FLORENCE, MS SINCE 1963

					010001-	010001-						TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN										
1	WENDELL PITTS	2615	FOREMAN			8.00	3.00						11.00	A.M.	
2	ROBERT LADNER	1019	Trackhoe			8.00	3.00						11.00	READING	
3	JEFFERY PITTS	2771	Trackhoe			8.00	3.00						11.00	SOIL TYPE	
4	MATTHEW GROSS	3341	Pipelayer			8.00	3.00						11.00	LOCATION	
5	DILLION WALTERS	2630	LABOR			8.00	3.00						11.00		
6	CARLOS DE LE CRUZ	3342	LABOR			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		
												BEGIN	END	HRS
WORK DAY (Y/N)		1570	F250 FOREMAN TRK	8.00	3.00						11.00			
WEATHER		1195	2 TON	8.00	3.00						11.00			-
FAIR		12762	LEVEL	8.00	3.00						11.00			-
CLOUDY		13780	PIPESAW	8.00	3.00						11.00			-
RAIN AMOUNT (IN)		9486	LASER	8.00	3.00						11.00			-
TEMPERATURE		11614	3" Trash Pump	8.00	3.00						11.00			-
TIME WORKED	START	STOP	11652	3" Diaphram Pump	8.00	3.00					11.00			-
MORNING			5614	Conex Box	8.00	3.00					11.00			-
AFTERNOON			2393	CAT 308	8.00	3.00					11.00			-
NIGHT			2412	CAT 926M	8.00	3.00					11.00			-
TOTAL HRS FOR DAY			8593	VAC MACHINE	8.00	3.00					11.00			-
WORK COMPLETED											-			-
PHASE	QUANTITY	UNITS									-			-
1											-			-
2											-			-
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4											-			-
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14											-			-
14											-			-
15											-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Finished pot holing and stripping cables back at 61 Sunline Dr. sloped back ditch and dug down on main sewer line and cut out bad pipe and used 5 feet of 8" pvc sewer to repair broke pipe. Used 2 - 8" X 8" clay to pvc sure ring fernco couplings and 5' of 8" pvc sewer pipe. Backfilled around pipe with sand and around utility lines with sand also. Hauled off dirt and old concrete from walkway. Went to 606 west sunset drive and cut concrete driveway to repair sewer leak.

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

WENDELL PITTS

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

8/1/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

HEMPHILL

CONSTRUCTION COMPANY

FLORENCE, MS SINCE 1987

					010001-											TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN														
1	WENDELL PITTS	2615	FOREMAN			13.00										13.00	A.M.		
2	ROBERT LADNER	1019	Trackhoe			13.00										13.00	READING		
3	JEFFERY PITTS	2771	Trackhoe			13.00										13.00	SOIL TYPE		
4	MATTHEW GROSS	3341	Pipelayer			13.00										13.00	LOCATION		
5	DILLION WALTERS	2630	LABOR			13.00										13.00			
6	CARLOS DE LE CRUZ	3342	LABOR			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		
	WORK DAY (Y/N)		1570	F250 FOREMAN TRK	13.00											13.00	BEGIN	END	HRS
	WEATHER		1195	2 TON	13.00											13.00			-
	FAIR		12762	LEVEL	13.00											13.00			-
	CLOUDY		13780	PIPESAW	13.00											13.00			-
	RAIN AMOUNT (IN)		9486	LASER	13.00											13.00			-
	TEMPERATURE		11614	3" Trash Pump	13.00											13.00			-
	TIME WORKED	START STOP	11652	3" Diaphram Pump	13.00											13.00			-
	MORNING		5614	Conex Box	13.00											13.00			-
	AFTERNOON		2393	CAT 308	13.00											13.00			-
	NIGHT		2412	CAT 926M	13.00											13.00			-
	TOTAL HRS FOR DAY		8593	VAC MACHINE	13.00											13.00			-
WORK COMPLETED																-			-
	PHASE	QUANTITY UNITS														-			-
1																-			-
2																-			-
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15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Potholed utilities at 606 West Sunset Drive. Dug down on main line as close as we could. We had to do a lot oh shoveling because they had put 57 gravel from the bottom of concrete driveway. Had to cut concrete drive back further because of extra weight and falling in the ditch. They had stuck 8" trust pipe inside of clay pipe and cut a hole for a 4" saddle and put bands on it. Saddle was leaking and they didn't pour a collar or anything where they put pipe up inside clay pipe allowing gravel and dirt to get inside of pipe. Got everything ready to make tie in Friday morning.

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

WENDELL PITTS

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

8/2/2024

DAY OF WEEK:

FRIDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

HEMPHILL

CONSTRUCTION COMPANY

LORENCE, MS SINCE 1987

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-										TOTAL	PENETROMETER
1	WENDELL PITTS	2615	FOREMAN			9.00										9.00	A.M.
2	ROBERT LADNER	1019	Trackhoe			9.00										9.00	READING
3	JEFFERY PITTS	2771	Trackhoe			9.00										9.00	SOIL TYPE
4	MATTHEW GROSS	3341	Pipelayer			9.00										9.00	LOCATION
5	DILLION WALTERS	2630	LABOR			9.00										9.00	
6	CARLOS DE LE CRUZ	3342	LABOR			9.00										9.00	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)			1570	F250 FOREMAN TRK	9.00											9.00			-
WEATHER			1195	2 TON	9.00											9.00			-
FAIR			12762	LEVEL	9.00											9.00			-
CLOUDY			13780	PIPESAW	9.00											9.00			-
RAIN AMOUNT (IN)			9486	LASER	9.00											9.00			-
TEMPERATURE			11614	3" Trash Pump	9.00											9.00			-
TIME WORKED	START	STOP	11652	3" Diaphram Pump	9.00											9.00			-
MORNING			5614	Conex Box	9.00											9.00			-
AFTERNOON			2393	CAT 308	9.00											9.00			-
NIGHT			2412	CAT 926M	9.00											9.00			-
TOTAL HRS FOR DAY			8593	VAC MACHINE	9.00											9.00			-
WORK COMPLETED																-			-
PHASE	QUANTITY	UNITS														-			-
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15																-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Finished pot holing around pipe because you couldn't dig anymore around pipe. Cut out existing tap on pipe and installed tee and 5 feet of 8" PVC pipe. Hauled off concrete and bad dirt. Had to haul in sand to backfill ditch because of bad material. Added 1 foot of 610 gravel.

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

WENDELL PITTS

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	20.5	HR	Foreman	\$95.00	\$1,947.50
2	20.5	HR	Trackhoe & Operator (308)	\$115.00	\$2,357.50
3	20.5	HR	Front End Loader & Operator	\$130.00	\$2,665.00
4	20.5	HR	Pipelayer	\$45.00	\$922.50
5	41	HR	Laborer	\$38.00	\$1,558.00
6	20.5	HR	Pickup Truck	\$22.00	\$451.00
7	20.5	HR	Flatbed Truck	\$19.00	\$389.50
8	20.5	HR	Small Incidental Tools	\$15.00	\$307.50
9	20.5	HR	Vacuum Excavator	\$80.00	\$1,640.00
TOTAL AMOUNT DUE					\$12,238.50

Emergency Sewer Line Repair due to utility bore

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54317

Work Order Date: 07/17/24

Work Type:

Status: Complete

Prepared By: Barry Cutrer

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - Leak

Date Requested: 07/17/2024

Name: Robert Craig

Service Address or Request 1075 Centre Pointe Drive

Location:

Phone Number: 601-832-1741

Email Address:

Reported By: Mr. Craig

Department: Sewer

Ward:

Nature of Request: Water leak toward the corner of his property close to the street. Looks to be on the City's main. (See PHOTO & NOTES) **This is sewer leak**

Scheduled Completion Date:

Date Work Order Completed: 08/07/2024

Work Order Completed By: Hemphill Construction

Scope of Work Completed: Cut out 2ft section of 4" pipe and replaced with 2 4" Hymax couplings and 2ft stick of 4" pipe

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

- 08/07/2024 8/7/24 2:40pm - repairs have been completed. Hemphill backfilled in area - uploaded picture from Hollan - LSarver
- 08/02/2024 Alderman Farris texted me on 7/30/2024 asking about this repair. I gave him an update and told him that someone would reach out to Mr. Craig with an update as well.

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 repair near 1075 Centre Pointe Drive. Sewage overflow on ground.

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 30 day of September, 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.)



JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

8/6/2024

DAY OF WEEK:

TUESDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

CONSTRUCTION

COMPANY

FLORENCE, MS SINCE 1983

HEMPHILL

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-										TOTAL	PENETROMETER
1	WENDELL PITTS	2615	FOREMAN			9.00										9.00	A.M.
2	ROBERT LADNER	1019	Trackhoe			9.00										9.00	READING
3	JEFFERY PITTS	2771	Trackhoe			9.00										9.00	SOIL TYPE
4	MATTHEW GROSS	3341	Pipelayer			9.00										9.00	LOCATION
5	DILLION WALTERS	2630	LABOR			9.00										9.00	
6	CARLOS DE LE CRUZ	3342	LABOR			9.00										9.00	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	BEGIN	END	HRS
WORK DAY (Y/N)	1570	F250 FOREMAN TRK	9.00												9.00			-
WEATHER	1195	2 TON	9.00												9.00			-
FAIR	12762	LEVEL	9.00												9.00			-
CLOUDY	13780	PIPESAW	9.00												9.00			-
RAIN AMOUNT (IN)	9468	LASER	9.00												9.00			-
TEMPERATURE	11614	3" Trash Pump	9.00												9.00			-
TIME WORKED	START	STOP	11652	3" Diaphram Pump	9.00										9.00			-
MORNING	5614	Conex Box	9.00												9.00			-
AFTERNOON	2393	CAT 308	9.00												9.00			-
NIGHT	2412	CAT 926M	9.00												9.00			-
TOTAL HRS FOR DAY	8593	VAC MACHINE	9.00												9.00			-
WORK COMPLETED															-			-
PHASE	QUANTITY	UNITS													-			-
1															-			-
2															-			-
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15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:END STATION:

Moved to Centre Point Drive. Started pot holing utilities on Centre Point Drive.

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

WENDELL PITTS

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

8/7/2024

DAY OF WEEK:

WEDNESDAY

CONSTRUCTION

HEMPHILL

INCORPORATED

FLORENCE, MS SINCE 1983

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	WENDELL PITTS	2615	FOREMAN			11.50									11.50	A.M.		
2	ROBERT LADNER	1019	Trackhoe			11.50									11.50	READING		
3	JEFFERY PITTS	2771	Trackhoe			11.50									11.50	SOIL TYPE		
4	MATTHEW GROSS	3341	Pipelayer			11.50									11.50	LOCATION		
5	DILLION WALTERS	2630	LABOR			11.50									11.50			
6	CARLOS DE LE CRUZ	3342	LABOR			11.50									11.50	P.M.		
7															-	READING		
8															-	SOIL TYPE		
9															-	LOCATION		
10															-			
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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)			1570	F250 FOREMAN TRK	11.50										11.50			-
WEATHER			1195	2 TON	11.50										11.50			-
FAIR			12762	LEVEL	11.50										11.50			-
CLOUDY			13780	PIPESAW	11.50										11.50			-
RAIN AMOUNT (IN)			9468	LASER	11.50										11.50			-
TEMPERATURE			11614	3" Trash Pump	11.50										11.50			-
TIME WORKED			START	STOP	11652	3" Diaphram Pump	11.50								11.50			-
MORNING			5614	Conex Box	11.50										11.50			-
AFTERNOON			2393	CAT 308	11.50										11.50			-
NIGHT			2412	CAT 926M	11.50										11.50			-
TOTAL HRS FOR DAY			8593	VAC MACHINE	11.50										11.50			-
WORK COMPLETED															-			-
PHASE			QUANTITY	UNITS											-			-
1															-			-
2															-			-
3															-			-
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14															-			-
15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Pot holed utilities on Centre Point Drive and dug down on 3 " forcemain and cut out where C-Sphire bored into forcemain. Had to shut off all grinder stations on Centre Point Drive and vacuum out sewer. Used 2' of 3 " pvc pipe and 2 - 3" Hy-Maxx couplings.

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

WENDELL PITTS

FOREMAN

<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	13.5	HR	Foreman	\$95.00	\$1,282.50
3	0	HR	Trackhoe & Operator (308)	\$115.00	\$0.00
4	13.5	HR	Front End Loader & Operator	\$130.00	\$1,755.00
5	27	HR	Pipelayer	\$45.00	\$1,215.00
6	13.5	HR	Laborer	\$38.00	\$513.00
7	13.5	HR	Pickup Truck	\$22.00	\$297.00
8	13.5	HR	Flatbed Truck	\$19.00	\$256.50
9	13.5	HR	Small Incidental Tools	\$15.00	\$202.50
TOTAL AMOUNT DUE					\$6,256.50

Emergency Sewer Line Repair at 439 Greenfield Ridge Circle
Declared an emergency by the Board on 8/19/2024

GL Code: 400-680-637

Funding: WSOM

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:

sewer line repairs near 437 & 439 Greenfield Ridge Circle - including sewer bypass pump

rental, CCTV investigation, field investigations, & repairs

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 & Suncoast Commodities (or with
Hydra Services & Bishop's High Velocity 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 15 day of August, 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 #: 54612

Work Order Date: 08/12/24

Work Type:

Status: Open

Prepared By: Michael Perry

Type of Work Order: Call Out (After Reg Hours)

Request Type: Sewer - Overflow

Date Requested: 08/11/2024

Name: Amanda Hover

Service Address or 216 Greenfield Ridge Drive | **the issue is between 437 Greenfield Ridge Circle and 439

Request Location: Greenfield Ridge Circle

Phone Number: 601-701-6243

Email Address:

Reported By: Protel / Request #733236847 8:26pm

Department: Sewer

Ward:

Nature of Request: WATER SEWAGE LEAK COME OUT OF THE MAN HOLE COVER AND SAYS
SEWER ON TOP. **NOTE: Sewer line has collapsed between 437 & 439 Greenfield
Ridge Circle (see notes) - LSarver**

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 See Notes

Information:

Meter Deposit Amount:

Tap Fee Amount:

Notes

JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

8/13/2024

DAY OF WEEK:

TUESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-	010001-									TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			5.00	7.00									12.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			5.00	7.00									12.00	READING
3	BARRET ABRAMS	2930	Trackhoe			5.00	7.00									12.00	SOIL TYPE
4	ZACHARY MACKE	3102	Labor			5.00	7.00									12.00	LOCATION
5	CHARLES SHOULDERS	2865	Loader			5.00	7.00									12.00	
6																-	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	BEGIN	END	HRS
WORK DAY (Y/N)			1582	Ford F250 Pickup	5.00	7.00										12.00			-
WEATHER			1057	2-Ton Truck	5.00	7.00										12.00			-
FAIR			12510	Level	5.00	7.00										12.00			-
CLOUDY			13716	Pipe Saw	5.00	7.00										12.00			-
RAIN AMOUNT (IN)			9494	Laser	5.00	7.00										12.00			-
TEMPERATURE			5610	Conex Box	5.00	7.00										12.00			-
TIME WORKED	START	STOP	5215	20' Trailer	5.00	7.00										12.00			-
MORNING			11619	Centrifugal Pump	5.00	7.00										12.00			-
AFTERNOON			11654	Diaphragm Pump	5.00	7.00										12.00			-
NIGHT			13816	Trench Box 8'	5.00	7.00										12.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	5.00	7.00										12.00			-
WORK COMPLETED			13910	Material Box	5.00	7.00										12.00			-
PHASE	QUANTITY	UNITS	13461	Tamp	5.00	7.00										12.00			-
1			13430	Tamp	5.00	7.00										12.00			-
2			8593	Pothole Machine	-	-										-			-
3			2408	926 Cat	5.00	7.00										12.00			-
4			2397	308 Cat	5.00	-										5.00			-
5																			-
6																			-
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15																			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Moved equipment and traffic control back to 71 Terrapin Dr. started moving 36" pipe from Burnham Rd and stringing it out between houses. Got called to go look at a emergency sewer problem at 439 Greenfield Ridge Dr. Had to investigate and try and find manholes in yards. City came out with a map we had to find manholes that were buried. We had to hand excavate them to get lids off. The 2ton driver and myself had to go to Hydra Services to pick up 6" Bypass pump and hoses up. We had to set up pump and run hoses thru yards. Once set up we tried turning on and there was a fitting on pump that was leaking so we had to get technician from Hydra services to come out and replace it. Got the pump going on floats and we 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 MaintenanceDATE: 8/16/2024DAY OF WEEK: FRIDAY



ACCIDENTS: YES NOINCIDENTS: YES NOSUPERINTENDENT: Chad PhelpsREVIEWED: BK

					010001-	010001-						TOTAL	PENETROMETER		
	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN										
1	KENNETH MCCARDLE	2611	FOREMAN			6.00	6.50						12.50	A.M.	
2	JOSEPH WELBORN	1641	Pipelayer			6.00	6.50						12.50	READING	
3	BARRET ABRAMS	2930	Trackhoe			6.00	6.50						12.50	SOIL TYPE	
4	ZACHARY MACKE	3102	Labor			6.00	6.50						12.50	LOCATION	
5	CHARLES SHOULDERS	2865	Loader			6.00	6.50						12.50		
6													-	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)												BEGIN	END	HRS
		1582	Ford F250 Pickup	6.00	6.50						12.50			-
WEATHER		1057	2-Ton Truck	6.00	6.50						12.50			-
FAIR		12510	Level	6.00	6.50						12.50			-
CLOUDY		13716	Pipe Saw	6.00	6.50						12.50			-
RAIN AMOUNT (IN)		9494	Laser	6.00	6.50						12.50			-
TEMPERATURE		5610	Conex Box	6.00	6.50						12.50			-
TIME WORKED	START STOP	5215	20' Trailer	6.00	6.50						12.50			-
MORNING		11619	Centrifugal Pump	6.00	6.50						12.50			-
AFTERNOON		11654	Diaphragm Pump	6.00	6.50						12.50			-
NIGHT		13816	Trench Box 8'	6.00	6.50						12.50			-
TOTAL HRS FOR DAY		13819	Trench Box 16'	6.00	6.50						12.50			-
WORK COMPLETED		13910	Material Box	6.00	6.50						12.50			-
PHASE	QUANTITY UNITS	13461	Tamp	6.00	6.50						12.50			-
1		13430	Tamp	6.00	6.50						12.50			-
2		8593	Pothole Machine	-	-									-
3		2408	926 Cat	6.00	6.50						12.50			-
4		2397	308 Cat	6.00	-						6.00			-
5														-
6											-			-
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15											-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 71 Terrapin Dr and had to widen excavation out cause we swapped to 44"x 27" Concrete Arch pipe. We regraded out ditch and installed 1 joint of 44"x 27" arch pipe underneath all of utilities. Had to pour concrete for floor and brick up walls of inlet box. Grouted up outside and inside of walls of inlet box. Once concrete set up we installed another joint of pipe. Total of 16 ft of 44" x 27" Arch pipe. Made sure to bed it with sand and good dirt. Tamped around pipe, reset some utility boxes to grade, and backfilled excavation. Dressed up area and installed waddles for rain event. Made sure everything was safed up, and installed safety fence around area. Had to go to Greenfield Station to move bypass pump to other side of road. Had to get extra hoses and a road crossing from Hydra Services. Got everything moved and hooked back up, and tried pump and road crossing started leaking bad so we had to get Hydra Services to come out to see if it could be repaired. It couldn't so we had to wait for them to bring another one and swap out. They got there and we swapped it out and hooked everything back up. Tried pump and everything was good we set floats on bypass pump. Made sure everything was safed up for the weekend.

☒ THIS WORKING SITE HAS BEEN INSPECTED THIS DAY AND NO APPARENT SAFETY HAZARDS EXIST.

☒ ALL HEAVY EQUIPMENT HAS BEEN INSPECTED AND IS IN GOOD OPERATING ORDER

KENNETH MCCARDLEFOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	5	HR	Superintendent	\$105.00	\$525.00
2	9	HR	Foreman	\$95.00	\$855.00
3	9	HR	Trackhoe & Operator (308)	\$115.00	\$1,035.00
4	9	HR	Front End Loader & Operator	\$130.00	\$1,170.00
5	9	HR	Pipelayer	\$45.00	\$405.00
6	18	HR	Laborer	\$38.00	\$684.00
7	9	HR	Pickup Truck	\$22.00	\$198.00
8	9	HR	Flatbed Truck	\$19.00	\$171.00
9	9	HR	Small Incidental Tools	\$15.00	\$135.00
10	9	HR	Vacuum Excavator	\$80.00	\$720.00
TOTAL AMOUNT DUE					\$5,898.00

Emergency Water Leak Repair - causing damage to roadway

GL Code: 400-673-637

Funding: WSOM



Work Order #: 55010

Work Order Date: 09/09/24

Work Type:

Status: Complete

Prepared By: Cole Rowland

Type of Work Order: Call Out (After Reg Hours)

Request Type: Water - Leak

Date Requested: 09/08/2024

Name:

Service Address or Request Location: Corner of Greystone Court and Woodstone Road (in Country Meadows)

Location:

Phone Number: 601 941 4274

Email Address:

Reported By: Protel 12:33pm

Department: Water

Ward:

Nature of Request: Water leak | Protel msg: Fire Hydrant has water coming out the bottom

Scheduled Completion Date:

Date Work Order Completed: 09/11/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: repaired 2" water line. Replaced a 2ft section of 2" waterline and sleeved together with two 2" Hymax couplings. Backfilled with sand.

Locate Number If Necessary:

Additional Information: **Call Out - 9/8/24 - Cole Rowland - notified customer, city will be back to fix

Concrete Repair

Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair

Required/Details:

Invoice & Cost Information:

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

09/11/2024 9/11/24 10am - Hemphill is making repairs.
Water will be cut off around 11am - repairs expected to take 1 hour. Sending email to Protel - LSarver

09/10/2024 Protel / Request #741372343 9/10/24 2:20pm
Colby Black

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:

water leak causing damage to road and driveways on Greystone Court

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 30 day of September, 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.)





JOB NO:

H24023-

PROJECT:

Brandon Maintenance

DATE:

9/11/2024

DAY OF WEEK:

WEDNESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

CONSTRUCTION COMPANY

ALBANY, MS SINCE 1983

	NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN	010001-										TOTAL	PENETROMETER
1	KENNETH MCCARDLE	2611	FOREMAN			9.00										9.00	A.M.
2	JOSEPH WELBORN	1641	Pipelayer			9.00										9.00	READING
3	BARRET ABRAMS	2930	Trackhoe			9.00										9.00	SOIL TYPE
4	ZACHARY MACKE	3102	Labor			9.00										9.00	LOCATION
5	CHARLES SHOULDERS	2865	Loader			9.00										9.00	
6	CEDRIC HYDE	3377	Labor			9.00										9.00	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	9.00	-										9.00	BEGIN	END	HRS
WEATHER			1057	2-Ton Truck	9.00	-										9.00			-
FAIR			12510	Level	9.00	-										9.00			-
CLOUDY			13716	Pipe Saw	9.00	-										9.00			-
RAIN AMOUNT (IN)			9494	Laser	9.00	-										9.00			-
TEMPERATURE			5610	Conex Box	9.00	-										9.00			-
TIME WORKED	START	STOP	5215	20' Trailer	9.00	-										9.00			-
MORNING			11619	Centrifugal Pump	9.00	-										9.00			-
AFTERNOON			11654	Diaphragm Pump	9.00	-										9.00			-
NIGHT			13816	Trench Box 8'	9.00	-										9.00			-
TOTAL HRS FOR DAY			13819	Trench Box 16'	9.00	-										9.00			-
WORK COMPLETED			13910	Material Box	9.00	-										9.00			-
PHASE	QUANTITY	UNITS	13461	Tamp	9.00	-										9.00			-
1			13430	Tamp	9.00	-										9.00			-
2			8593	Pothole Machine	9.00	-										9.00			-
3			2408	926 Cat	9.00	-										9.00			-
4			2397	308 Cat	-	-										-			-
5			2244	303.5 Cat	9.00	-										9.00			-
6																			
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REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Went to 6078 Greystone Court to investigate water leak. Set up traffic control. Started pot holing down on water leak, found 2" pipe leaking at joint between metal and pvc. Cleaned it off and turned water off and cut section out. Replaced a 2' section and sleeved back together with 2 2" hymax. Made sure to bed with sand after we turned water back on to check for leaks. Finished backfilling and cleaning up area. Hauled off all trash and old pipe. Made sure everything was safed up for storm and we knocked off at 4:00PM cause it started raining heavy.

☒ 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	24	HR	Foreman	\$95.00	\$2,280.00
2	22.5	HR	Trackhoe & Operator (308)	\$115.00	\$2,587.50
3	22.5	HR	Front End Loader & Operator	\$130.00	\$2,925.00
4	22.5	HR	Pipelayer	\$45.00	\$1,012.50
5	33.5	HR	Laborer	\$38.00	\$1,273.00
6	22.5	HR	Pickup Truck	\$22.00	\$495.00
7	22.5	HR	Flatbed Truck	\$19.00	\$427.50
8	22.5	HR	Small Incidental Tools	\$15.00	\$337.50
9	22.5	HR	Vacuum Excavator	\$80.00	\$1,800.00
10	1	LS	Eagle Pipe	\$858.20	\$858.20
TOTAL AMOUNT DUE					\$13,996.20

Emergency Sewer Repair - causing sewer backup at
apartments on Harrell Street

GL Code: 400-680-637
Funding: WSOM



Work Order #: 54387

Work Order Date: 07/23/24

Work Type:

Status: Complete

Prepared By: Carly Dearman

Type of Work Order: Unscheduled Emergency Work (During Reg Hours)

Request Type: Sewer - Overflow

Date Requested: 07/23/2024

Name: Sam Hawkins in Comm Dev

Service Address or Request Location: 222 Harrell Street

Phone Number:

Email Address:

Reported By: Sam Hawkins (via phone)

Department: Sewer

Ward:

Nature of Request: sewer overflowing from clean out

Scheduled Completion Date:

Date Work Order Completed: 08/21/2024

Work Order Completed By: Bishop's High Velocity (2 trips - 7/23/24 & 8/21/24); Hemphill

Scope of Work Completed: Sewer tap had disconnected from main. Cleaned out line and reconnected tap properly.

Locate Number If Necessary:

Additional Information: ***Called Hollan to go to address to meet the plumber. Carly Beth Dearman

Concrete Repair Required/Details:

Sod/Yard Restoration

Required/Details:

Asphalt Repair Required/Details:

Invoice & Cost Information: Notes

Meter Deposit Amount:

Tap Fee Amount:

Status:

Notes

09/05/2024

Invoices:

Bishop's invoice #26899 - 7/23/24 - \$360.00

Bishop's invoice #26958 - 8/21/24 - \$400.00

Hemphill invoice

Employee Cost: \$0.00

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:

sewer repair on Harrell Street - sewer backup at properties

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 30 day of September, 2024.

Carly Beth Dearman

Carly Beth Dearman

(Print Name)

Public Works Operations Coordinator

(Title)

(Note: At the board meeting next following the emergency purchase or repair contract,
documentation of the purchase or repair contract, including a description of the commodity
purchased, the price thereof and the nature of the emergency shall be presented to the board
and shall be placed on the minutes of the board of such governing authority.)



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
8/29/2024	H24023	70514	9/28/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Hemphill Construction Company Inc. PO Drawer 879 Florence, MS 39073 H24023 - 040001-04				H24023 - February 2024 Brandon Kenneth - 601-559-5101 Directions below Brandon, MS MPC#: MP-31153210			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H24023 / Wendelll	1% 10 Net 30	NRP	8/21/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon	
QTY	DESCRIPTION					UNIT	EXT
	** 29 Harrell Road - Brandon MS ** ** Off Pleasant Street - Brandon MS ** ** Wendell Pitts - 601-770-2891 ** --						
2	6in x 6in SDR26 HW PVC Tee Wye - G x G x G # 6X6SDR26TY					129.20	258.40
1	6in x 6in Flexible Sewer Coupling - Concrete x PVC - ARC Shielded (Mission Rubber) # MR0666ARC					123.20	123.20
2	6in x 6in Flexible Sewer Coupling - PVC x PVC - ARC Shielded (Mission Rubber) # MR5666ARC					80.75	161.50
1	Pipe Lube - .95L - Quart # GLP32					6.70	6.70
28	6in SDR26 HW Sewer PVC Pipe - ps115 - 14ft length - Gasket Joint # 6SDR26HWX14					8.95	250.60
1	6in SDR35 PVC Female Adapter - FIPT x SW # 6SDR35FA-HUB					35.10	35.10
1	6in SDR35 PVC Raised Head Cleanout Plug - MIPT # 6SDR35RHPLUG					22.70	22.70

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:	\$858.20
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$858.20



JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

8/20/2024

DAY OF WEEK:

TUESDAY

CONSTRUCTION

HEMPHILL

RESURFACING

FLORENCE, MS SINCE 1963

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

					010001-										TOTAL	PENETROMETER		
1	WENDELL PITTS	2615	FOREMAN			11.50									11.50	A.M.		
2	ROBERT LADNER	1019	Trackhoe			11.50									11.50	READING		
3	JEFFERY PITTS	2771	Trackhoe			11.50									11.50	SOIL TYPE		
4	MATTHEW GROSS	3341	Pipelayer			11.50									11.50	LOCATION		
5	DILLION WALTERS	2630	LABOR												-			
6	CARLOS DE LE CRUZ	3342	LABOR			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		
WORK DAY (Y/N)		1570	F250 FOREMAN TRK	11.50											11.50	BEGIN	END	HRS
WEATHER		1056	2 TON	11.50											11.50			-
FAIR		12762	LEVEL	11.50											11.50			-
CLOUDY		13780	PIPESAW	11.50											11.50			-
RAIN AMOUNT (IN)		9468	LASER	11.50											11.50			-
TEMPERATURE		11614	3" Trash Pump	11.50											11.50			-
TIME WORKED		START	STOP	11652	3" Diaphram Pump	11.50									11.50			-
MORNING				5614	Conex Box	11.50									11.50			-
AFTERNOON															-			-
NIGHT				2412	CAT 926M	11.50									11.50			-
TOTAL HRS FOR DAY				8593	VAC MACHINE	11.50									11.50			-
WORK COMPLETED				2244	CAT 303.5	11.50									11.50			-
PHASE		QUANTITY	UNITS												-			-
1															-			-
2															-			-
3															-			-
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15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Harrell Street. Potholed around utilities and sewer lines and found that line was full of mud. Jetted as far up the line as we could but line is plugged further up line. Looked for manholes on other side of fence and couldn't find any. Bishop will be out tomorrow to jet and camera line so that we can fix it.

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

WENDELL PITTS

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon T & M

DATE:

8/21/2024

DAY OF WEEK:

WEDNESDAY

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

CHAD PHELPS

REVIEWED:

BK

					010001-										TOTAL	PENETROMETER		
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN												A.M.		
1	WENDELL PITTS	2615	FOREMAN		11.00										11.00	READING		
2	ROBERT LADNER	1019	Trackhoe		11.00										11.00	SOIL TYPE		
3	JEFFERY PITTS	2771	Trackhoe		11.00										11.00	LOCATION		
4	MATTHEW GROSS	3341	Pipelayer		11.00										11.00			
5	DILLION WALTERS	2630	LABOR		11.00										11.00	P.M.		
6	CARLOS DE LE CRUZ	3342	LABOR		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		
WORK DAY (Y/N)		1570	F250 FOREMAN TRK	11.00											11.00	BEGIN	END	HRS
WEATHER		1056	2 TON	11.00											11.00			-
FAIR		12762	LEVEL	11.00											11.00			-
CLOUDY		13780	PIPESAW	11.00											11.00			-
RAIN AMOUNT (IN)		9468	LASER	11.00											11.00			-
TEMPERATURE		11614	3" Trash Pump	11.00											11.00			-
TIME WORKED	START	STOP	11652	3" Diaphram Pump	11.00										11.00			-
MORNING			5614	Conex Box	11.00										11.00			-
AFTERNOON															-			-
NIGHT			2412	CAT 926M	11.00										11.00			-
TOTAL HRS FOR DAY			8593	VAC MACHINE	11.00										11.00			-
WORK COMPLETED			2244	CAT 303.5	11.00										11.00			-
PHASE	QUANTITY	UNITS													-			-

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15															-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

BEGIN STATION:

END STATION:

Harrell Street. Vacuumed out sewer connection so that Bishop could jet line. Had to wash line 3 times to get it to open up and drain. Dug out around services and hooked everything back up and installed a 6" clean out. Backfilled pipe and dressed 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

WENDELL PITTS

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	11.5	HR	Foreman	\$95.00	\$1,092.50
2	11.5	HR	Trackhoe & Operator (308)	\$115.00	\$1,322.50
3	11.5	HR	Front End Loader & Operator	\$130.00	\$1,495.00
4	11.5	HR	Pipelayer	\$45.00	\$517.50
5	23	HR	Laborer	\$38.00	\$874.00
6	11.5	HR	Pickup Truck	\$22.00	\$253.00
7	11.5	HR	Flatbed Truck	\$19.00	\$218.50
8	11.5	HR	Small Incidental Tools	\$15.00	\$172.50
TOTAL AMOUNT DUE					\$5,945.50

Emergency sewer issue due to sewer on the ground

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54960

Work Order Date: 09/04/24

Work Type:

Status: Open

Prepared By: Lori Sarver

Type of Work Order: Unscheduled Emergency Work (During Reg Hours)

Request Type: Sewer - General

Date Requested: 09/04/2024

Name:

Service Address or Request Location: Corner of Louis Wilson Drive at Kennedy Farm Parkway

Location:

Phone Number:

Email Address:

Reported By: Jerry Taylor 2:20pm

Department: Sewer

Ward:

Nature of Request: Main sewer line has collapsed and it's 14ft deep. Contacting Hemphill to fix issue ASAP. Bishop's was contacted as well.

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:

Status:

Notes

09/20/2024

Invoices:

1) Bishop's High Velocity - invoice #27003 - 9/4/24 - \$320.00

2) Hydra Service - invoice #181850 - 9/16/24 - \$285.00 - rented for 9/5/24

09/05/2024

Hemphill was contacted for emergency repairs. Hemphill picked up a bypass pump from Hydra Service. Investigated and located 2" force main and manhole in area. Returned bypass pump to

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 leak on Louis Wilson Drive near Kennedy Farm Parkway

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 30 day of September, 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.)



JOB NO:	H24023-		ACCIDENTS:	☐	YES	☒ X	NO
PROJECT:	Brandon T & M		INCIDENTS:	☐	YES	☒ X	NO
DATE:	9/5/2024		SUPERINTENDENT:	CHAD PHELPS			
DAY OF WEEK:	THURSDAY		REVIEWED:	BK			

						010001-								TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE	TOTAL HOURS / OTHER FOREMAN											
1 WENDELL PITTS	2615	FOREMAN			11.50									11.50	A.M.
2 ROBERT LADNER	1019	Trackhoe			11.50									11.50	READING
3 JEFFERY PITTS	2771	Trackhoe			11.50									11.50	SOIL TYPE
4 MATTHEW GROSS	3341	Pipelayer			11.50									11.50	LOCATION
5 DILLION WALTERS	2630	LABOR			11.50									11.50	
6 CARLOS DE LE CRUZ	3342	LABOR			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)		1570 F250 FOREMAN TRK	11.50											11.50			
WEATHER		1056 2 TON	11.50											11.50			-
FAIR		12762 LEVEL	11.50											11.50			-
CLOUDY		13780 PIPESAW	11.50											11.50			-
RAIN AMOUNT (IN)		9468 LASER	11.50											11.50			-
TEMPERATURE		11614 3" Trash Pump	11.50											11.50			-
TIME WORKED	START STOP	11652 3" Diaphram Pump	11.50											11.50			-
MORNING		5614 Conex Box	11.50											11.50			-
AFTERNOON		2412 CAT 926M	11.50											11.50			-
NIGHT		8593 VAC MACHINE	-											-			-
TOTAL HRS FOR DAY		2244 CAT 303.5	11.50											11.50			-
WORK COMPLETED														-			-
PHASE	QUANTITY	UNITS												-			-

1														-			-
2														-			-
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10																	



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: HUNTERS WOODS SEWER REPAIR PROJECT – GROUP 2 OF 6
INVOICE APPROVAL

Asking for your consideration to approve the following invoices 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:

1. Near 11 Terrapin Hill Road South – H24023-54624 - \$25,745.90
2. Near 15 Terrapin Hill Road South - H24023-54623 - \$6,567.00

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.

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

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	44	HR	Foreman	\$95.00	\$4,180.00
2	44	HR	Trackhoe & Operator (308)	\$115.00	\$5,060.00
3	44	HR	Front End Loader & Operator	\$130.00	\$5,720.00
4	44	HR	Pipelayer	\$45.00	\$1,980.00
5	88	HR	Laborer	\$38.00	\$3,344.00
6	44	HR	Pickup Truck	\$22.00	\$968.00
7	44	HR	Flatbed Truck	\$19.00	\$836.00
8	44	HR	Small Incidental Tools	\$15.00	\$660.00
9	33	HR	Vacuum Excavator	\$80.00	\$2,640.00
10	1	LS	Eagle Pipe	\$357.90	\$357.90
TOTAL AMOUNT DUE					\$25,745.90

Sewer point repair - Board approved 5/20/2024

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54624

Work Order Date: 07/11/24

Work Type:

Status: Complete

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - General

Date Requested: 07/11/2024

Name: Carly Beth Dearman

Service Address or Request 11 Terrapin Hill Road South

Location:

Phone Number:

Email Address:

Reported By:

Department: Sewer

Ward:

Nature of Request: Sewer point repair - 222lf upstream of MH-661 - utility conflict

Scheduled Completion Date:

Date Work Order Completed: 07/11/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Cable line bored through sewer line. Replaced 4lf of 8" sewer pipe with 2 Fernco couplings. Backfilled.

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:

Status:

Notes

09/29/2024 Repair Board approved 5/20/2024. Carly Beth Dearman

09/29/2024 Hemphill invoice will be on the 10/7/2024 agenda for final approval and payment. Carly Beth Dearman

Employee Cost: \$0.00
Equipment Cost: \$0.00



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion
control needs.

INVOICE

Date	Account #	Invoice #	Due Date
7/17/2024	H24023	70078	8/16/2024
FAX		PHONE	
601-487-7474		601-487-7473	

RECEIVED

JUL 19 2024

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 / David	1% 10 Net 30	NRP	7/10/2024	Eagle Truck	Jobsite	H24023 - February 2024 Brandon

QTY	DESCRIPTION	UNIT	EXT
2	8in x 8in Flexible Sewer Coupling - Concrete x PVC - ARC Shielded (Mission Rubber) # MR0688ARC	178.95	357.90

H24023 - 040001-07

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:	\$357.90
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$357.90

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/9/2024

DAY OF WEEK:

TUESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

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 DAVID ALLEN	628	FOREMAN			11.00									11.00			
2 CLIFTON HUBBARD	982	Trackhoe			11.00									11.00	READING		
3 D'ERICK FRANKS	2494	Endloader			11.00									11.00	SOIL TYPE		
4 INCIARTE WALKER	2279	Pipelayer			11.00									11.00	LOCATION		
5 MALCOLM WILLIAMS	2641	Labor			11.00									11.00			
6 ITUREA WALKER	2953	Labor			11.00									11.00	P.M.		
7														-	READING		
8														-	SOIL TYPE		
9														-	LOCATION		
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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)		1579	F250 FOREMAN TK	11.00										11.00	BEGIN	END	HRS
WEATHER		1184	2 TON FLATBED	11.00										11.00			-
FAIR		12775	LEVEL	11.00										11.00			-
CLOUDY		13786	PIPE SAW	11.00										11.00			-
RAIN AMOUNT (IN)		5605	CONEX BOX	11.00										11.00			-
TEMPERATURE		13484	Tamp	11.00										11.00			-
TIME WORKED	START	STOP	PU3001	3" pump	11.00									11.00			-
MORNING			9436	Laser beam	11.00									11.00			-
AFTERNOON			5524	Tag trailer	11.00									11.00			-
NIGHT			8593	Pothole machine	11.00									11.00			-
TOTAL HRS FOR DAY			2393	308 trackhoe	11.00									11.00			-
WORK COMPLETED			2405	Loader	11.00									11.00			-
PHASE	QUANTITY	UNITS															

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14														-			-
15														-			-

REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

11 terrapin hill south- pot holing utilities

Finish backfilling. 15 terrapin hill south

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

DAVID ALLEN

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/10/2024

DAY OF WEEK:

WEDNESDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

COMPANY

FLORENCE, MS - SINCE 1983

HEMPHILL

TOTAL HOURS / OTHER FOREMAN						010001-										TOTAL	PENETROMETER
1	DAVID ALLEN	628	FOREMAN			11.00										11.00	A.M.
2	CLIFTON HUBBARD	982	Trackhoe			11.00										11.00	READING
3	D'ERICK FRANKS	2494	Endloader			11.00										11.00	SOIL TYPE
4	INCIARTE WALKER	2279	Pipelaye			11.00										11.00	LOCATION
5	MALCOLM WILLIAMS	2641	Labor			11.00										11.00	
6	ITUREA WALKER	2953	Labor			11.00										11.00	P.M.
7																-	READING
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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)			1579	F250 FOREMAN TK	11.00											11.00	BEGIN	END	HRS
WEATHER			1184	2 TON FLATBED	11.00											11.00			-
FAIR			12775	LEVEL	11.00											11.00			-
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RAIN AMOUNT (IN)			5605	CONEX BOX	11.00											11.00			-
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PHASE	QUANTITY	UNITS																	

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REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

11 terrapin hill south- pot holling utilities

install 4lf 8" sewer pipe, 2- fern couplings

☒ 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

DAVID ALLEN

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/11/2024

DAY OF WEEK:

THURSDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1983

TOTAL HOURS / OTHER FOREMAN						010001-										TOTAL	PENETROMETER
1	DAVID ALLEN	628	FOREMAN			11.00										11.00	A.M.
2	CLIFTON HUBBARD	982	Trackhoe			11.00										11.00	READING
3	D'ERICK FRANKS	2494	Endloader			11.00										11.00	SOIL TYPE
4	INCIARTE WALKER	2279	Pipelayer			11.00										11.00	LOCATION
5	MALCOLM WILLIAMS	2641	Labor			11.00										11.00	
6	ITUREA WALKER	2953	Labor			11.00										11.00	P.M.
7																-	READING
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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)		1579	F250 FOREMAN TK	11.00												11.00	BEGIN	END	HRS
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FAIR		12775	LEVEL	11.00												11.00			-
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RAIN AMOUNT (IN)		5605	CONEX BOX	11.00												11.00			-
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PHASE		QUANTITY	UNITS																

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REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

11 terrapin hill south- pot holling utilities

Install 4ft 8" sewer pipe, 2- fern couplings

Found cable line bored inside of sewer line

☒ 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

DAVID ALLEN

FOREMAN

JOB NO:

H24023-

PROJECT:

Brandon sewer maintenance

DATE:

7/12/2024

DAY OF WEEK:

FRIDAY

ACCIDENTS:YES

X

NO

INCIDENTS:YES

X

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

HEMPHILL

CONSTRUCTION

EQUIPMENT

FLORENCE, MS SINCE 1983

TOTAL HOURS / OTHER						010001-										TOTAL	PENETROMETER
NAME	EMP. #	CLASS	ABSENCE	FOREMAN													
1	DAVID ALLEN	628	FOREMAN			10.00										10.00	A.M.
2	CLIFTON HUBBARD	982	Trackhoe			10.00										10.00	READING
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7																-	READING
8																-	SOIL TYPE
9																-	LOCATION
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TEMP LABOR	EMPLOYER	POTENTIAL HIRE? Y/N	010001-														
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2																	-
																	-

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	EQ ODOMETER READINGS		
																	BEGIN	END	HRS
WORK DAY (Y/N)			1579	F250 FOREMAN TK	10.00											10.00			-
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REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

Clean up Job

Took down traffic control

Plant grass and put out hay

Gathered work material and traffic control for storm drain on cross gate drive.

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

DAVID ALLEN

FOREMAN

<u>Line Item #</u>	<u>QTY</u>	<u>Unit</u>	<u>DESCRIPTION OF WORK</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	11	HR	Foreman	\$95.00	\$1,045.00
2	11	HR	Trackhoe & Operator (308)	\$115.00	\$1,265.00
3	11	HR	Front End Loader & Operator	\$130.00	\$1,430.00
4	11	HR	Pipelayer	\$45.00	\$495.00
5	22	HR	Laborer	\$38.00	\$836.00
6	11	HR	Pickup Truck	\$22.00	\$242.00
7	11	HR	Flatbed Truck	\$19.00	\$209.00
8	11	HR	Small Incidental Tools	\$15.00	\$165.00
9	11	HR	Vacuum Excavator	\$80.00	\$880.00
TOTAL AMOUNT DUE					\$6,567.00

Sewer point repair - Board approved 05/20/2024

GL Code: 400-680-637

Funding: WSOM



Work Order #: 54623

Work Order Date: 07/08/24

Work Type:

Status: Complete

Prepared By: Carly Dearman

Type of Work Order: Assigned Work Order (During Reg Hours)

Request Type: Sewer - General

Date Requested: 07/08/2024

Name: Carly Beth Dearman

Service Address or Request Location: near 15 Terrapin Hill Road South

Phone Number:

Email Address:

Reported By:

Department:

Ward:

Nature of Request: sewer point repair - 154lf upstream of MH661

Scheduled Completion Date: 07/08/2024

Date Work Order Completed: 07/08/2024

Work Order Completed By: Hemphill Construction Company

Scope of Work Completed: Sewer point repair on 8" concrete sewer line

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:

Status:

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 sewer maintenance

DATE:

7/8/2024

DAY OF WEEK:

MONDAY

ACCIDENTS:YES

☒

NO

INCIDENTS:YES

☒

NO

SUPERINTENDENT:

Chad Phelps

REVIEWED:

BK

CONSTRUCTION

HEMPHILL

COMPANY

FLORENCE, MS SINCE 1963

						010001-										TOTAL	PENETROMETER		
1	DAVID ALLEN	628	FOREMAN			11.00										11.00	A.M.		
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3	D'ERICK FRANKS	2494	Endloader			11.00										11.00	SOIL TYPE		
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6	ITUREA WALKER	2953	Labor			11.00										11.00	P.M.		
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8																-	SOIL TYPE		
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TEMP LABOR		EMPLOYER	POTENTIAL HIRE? Y/N	010001-													EQ ODOMETER READINGS		
1																-			
2																-			
																-			

DAILY WORK REPORT			EQUIP. #	EQUIP DESCRIPTION	010001-											TOTAL	BEGIN	END	HRS
WORK DAY (Y/N)			1579	F250 FOREMAN TK	11.00											11.00			-
WEATHER			1184	2 TON FLATBED	11.00											11.00			-
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CLOUDY			13786	PIPE SAW	11.00											11.00			-
RAIN AMOUNT (IN)			5605	CONEX BOX	11.00											11.00			-
TEMPERATURE			13484	Tamp	11.00											11.00			-
TIME WORKED			START	STOP	PU3001	3" pump	11.00									11.00			-
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AFTERNOON			5524	Tag trailer	11.00											11.00			-
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TOTAL HRS FOR DAY			2393	308 trackhoe	11.00											11.00			-
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PHASE			QUANTITY	UNITS															

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REMARKS | SPECIAL INSTRUCTIONS | VISITORS TO PROJECT SITE

15 terrapin hills south

Pot holing locate utilities and 8" sewer line

A slow go had to use pot hole machine can't get a bucket threw utilities

☒ 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.

DAVID ALLEN
FOREMAN



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: 2024 EASTGATE SIDEWALK PROJECT
PAY REQUEST 3

Asking for your consideration to approve Pay Request 3 in the amount of \$17,202.39 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 3

GL Code: 314-600-702

Funding: House Bill 1353

October 1st, 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 #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 Eastgate Sidewalk Project for Simmons Erosion Control Co., Inc. in the total amount of **\$17,202.39**.

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



CIVIL • STRUCTURAL • PLANNING • SURVEYING • UAV MAPPING
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 #3 - PAY PERIOD 08/01/24 to 08/30/24				
				UNIT PRICE	SUBTOTAL		CURRENT TOTAL	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL TO DATE	% COMPLETE
1	MOBILIZATION	1	LS	\$ 31,500.00	\$ 31,500.00	25%	\$ 7,875.00	100%		\$ 31,500.00	100.0%
2	REMOVAL OF CONCRETE	79	SY	\$ 35.00	\$ 2,765.00		\$ -	79	-	\$ 2,765.00	100.0%
3	REMOVAL OF CURB & GUTTER	199	LF	\$ 35.00	\$ 6,965.00		\$ -	184	15	\$ 6,440.00	92.5%
4	REMOVAL OF STRIPING	128	LF	\$ 5.85	\$ 748.80		\$ -	128	-	\$ 748.80	100.0%
5	TEMPORARY EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00		\$ -	1	-	\$ 5,000.00	100.0%
6	UNCLASSIFIED EXCAVATION, FM, AH	90	CY	\$ 30.00	\$ 2,700.00		\$ -	103	(13.00)	\$ 3,090.00	114.4%
7	BORROW EXCAVATION, FM, AH	100	CY	\$ 40.00	\$ 4,000.00		\$ -	69.69	30.31	\$ 2,787.60	69.7%
8	EXCESS EXCAVATION, FM, AH (TO BE HAULED OFF-SITE)	24	CY	\$ 30.00	\$ 720.00		\$ -	78	(54.00)	\$ 2,340.00	325.0%
9	SIZE 610 CRUSHED STONE	16	TON	\$ 142.00	\$ 2,272.00		\$ -	17.68	(1.68)	\$ 2,510.56	110.5%
10	48" REINFORCED CONCRETE PIPE	16	LF	\$ 287.75	\$ 4,604.00		\$ -	16	-	\$ 4,604.00	100.0%
11	REMOVE & RESET 48" REINFORCED CONCRETE FLARED END SECTION	1	EA	\$ 1,300.00	\$ 1,300.00		\$ -	1	-	\$ 1,300.00	100.0%
12	CONCRETE COLLAR	1	EA	\$ 4,000.00	\$ 4,000.00		\$ -	2	(1.00)	\$ 8,000.00	200.0%
13	4" CONCRETE SIDEWALK	404	SY	\$ 95.00	\$ 38,380.00		\$ -	388.27	15.73	\$ 36,885.65	96.1%
14	CURB & GUTTER (ALL TYPES)	186	LF	\$ 50.00	\$ 9,300.00		\$ -	113.54	72.46	\$ 5,677.00	61.0%
15	CONCRETE HEADER CURB	125	LF	\$ 50.00	\$ 6,250.00		\$ -	43	82.00	\$ 2,150.00	34.4%
16	CONCRETE DRIVEWAY	63	SY	\$ 117.00	\$ 7,371.00		\$ -	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	198.00	\$ 9,702.00	630	(140.00)	\$ 30,870.00	128.6%
18	THERMOPLASTIC LEGEND, WHITE	800	LF	\$ 11.70	\$ 9,360.00	-58.00	\$ (678.60)	742	58.00	\$ 8,681.40	92.8%
19	DRIVEWAY MARKING PAINT	40	SF	\$ 20.00	\$ 800.00		\$ -	16	24.00	\$ 320.00	40.0%
20	TYPE 6 PEDESTRIAN SIGNAL HEAD	2	EA	\$ 1,935.50	\$ 3,871.00		\$ -	2	-	\$ 3,871.00	100.0%
21	PUSH BUTTON ASSY.	2	EA	\$ 1,677.50	\$ 3,355.00		\$ -	2	-	\$ 3,355.00	100.0%
22	PUSH BUTTON POLE w/ FOUNDATION	1	EA	\$ 650.00	\$ 650.00		\$ -	1	-	\$ 650.00	100.0%
23	ELECTRIC CABLE, (UNDERGROUND IN CONDUIT), IMSA 20-1, AWG 14, 5 CONDUCTOR	271	LF	\$ 5.00	\$ 1,355.00		\$ -	310	(39.00)	\$ 1,550.00	114.4%
24	SHIELDED CABLE, AWG 14, 2 CONDUCTOR	271	LF	\$ 6.50	\$ 1,761.50		\$ -	397	(126.00)	\$ 2,580.50	146.5%
25	ELECTRIC CABLE, (UNDERGROUND IN CONDUIT), IMSA 20-1, AWG 10, 2 CONDUCTOR	251	LF	\$ 7.75	\$ 1,945.25		\$ -	0	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	251.00	\$ -	0.0%
27	RADAR VEHICLE DETECTION CABLE	251	LF	\$ 19.50	\$ 4,894.50		\$ -	0	251.00	\$ -	0.0%
28	TYPE 1 OPTICAL DETECTOR CABLE	251	LF	\$ 0.15	\$ 37.65		\$ -	0	251.00	\$ -	0.0%
29	ADJUST & REMOVE EXISTING SIGNAL BOXES	1	LS	\$ 7,750.00	\$ 7,750.00		\$ -	1	-	\$ 7,750.00	100.0%
30	R10-15 SIGN ASSY.	6.25	SF	\$ 193.50	\$ 1,209.38	6.25	\$ 1,209.38	12.5	(6.25)	\$ 2,418.75	200.0%
31	SOLID SOD (TO MATCH EXISTING)	1,935	SF	\$ 6.00	\$ 11,610.00		\$ -	1400	535.00	\$ 8,400.00	72.4%
32	DETECTABLE WARNING PANEL	183	SF	\$ 25.00	\$ 4,575.00		\$ -	96	87.00	\$ 2,400.00	52.5%
33	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 33,949.21	\$ 33,949.21		\$ -	1	-	\$ 33,949.21	100.0%
34	42" PEDESTRIAN HANDRAIL	50	LF	\$ 451.50	\$ 22,575.00		\$ -	50	-	\$ 22,575.00	100.0%
35	REMOVE & RESET SIGN ASSEMBLY	1	EA	\$ 645.00	\$ 645.00		\$ -	1	-	\$ 645.00	100.0%
							\$ -	0			
CO 1	IRRIGATION MITIGATION	1.00	LS	\$ 4,122.75	\$ 4,122.75	0.00	\$ -	1.00	0	\$ 4,122.75	100%
				CONTRACT TOTAL	\$ 269,238.54		\$ 18,107.78			\$ 258,725.09	

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: 10-1-2024

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: 10/01/2024

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 \$ 4,122.75
CURRENT CONTRACT PRICE \$ 269,238.54
COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE: \$ 254,602.34
EXTRA WORK PERFORMED TO DATE: \$ 4,122.75
COST OF TOTAL WORK PERFORMED TO DATE: \$ 258,725.09
STORED MATERIALS: \$ -
SUBTOTAL: \$ 258,725.09
LESS RETAINAGE \$ 12,936.25 5% contract
SUBTOTAL LESS RETAINAGE: \$ 245,788.84
LESS PREVIOUS PAYMENTS AND AMOUNTS DUE FROM PREVIOUS: \$ 228,586.45
FUEL ADJUSTMENT \$ -
BALANCE DUE THIS PAYMENT: \$ 17,202.39
BALANCE TO FINISH: \$ 23,449.70

TOTAL CONTRACT TIME (DAYS) = 90

TOTAL DAYS IN THIS PAY PERIOD = 30

TOTAL DAYS = 90

TOTAL CONTRACT TIME USED = 100%

% BILLED = 94.56%



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: HIGHWAY 80 SIGNAL IMPROVEMENTS PROJECT
STONEGATE DRIVE AND WOODGATE DRIVE
STP-7314-00(041)LPA/109243-701000
PAY REQUEST 8

Asking for your consideration to approve Pay Request 8 in the amount of \$187,083.58 from Hemphill Construction Company for the Highway 80 Signal Improvements Project Stonegate Drive and Woodgate Drive and authorize payment of the same.

On September 18, 2023, the Board awarded the bid for the Highway 80 Signal Improvements Project to Hemphill Construction Company as the best and lowest bid received.

The Highway 80 Signal Improvements Project Stonegate Drive and Woodgate Drive will allow upgrades to the existing traffic signals at Stonegate Drive and Woodgate Drive.

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

ATTACHMENTS:

- Benchmark Engineering Inc Recommendation Letter
- Pay Request 8

GL Code: 001-201-703

Funding: MPO

September 26th, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
US HWY 80 Traffic Signal Upgrades with Geometric Improvements at Stonegate Dr. &
Woodgate Dr.
Project # STP-7314-00(041) LPA/109243-701000
B-9409/B-10744
Pay Request #8

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request No. 8 for construction services for the City of Brandon US Highway 80 Traffic Signal Upgrades with Geometric Improvements at Stonegate Dr. & Woodgate Dr. for Hemphill Construction Co. Inc. in the total amount of **\$187,083.58**.

We have reviewed this pay request(s) and recommend this be submitted to the Board for their approval.

Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077.

Sincerely,



Lon Burt, P.E.
Project Manager
Benchmark Engineering & Surveying, LLC

cc: Matthew Miller, P.E., P.L.S. (Benchmark)
Mary Ann Hess (City of Brandon)
File: B-9409/B-10744

Brandon | 601.591.1077

Flowood | 601.627.7780

Madison | 769.289.0031

Est. 2004

Invoice #: H23120-08

To City of Brandon
Customer: 1000 Municipal Drive
Brandon, MS 39042

Project H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Via Engineer Benchmark Engineering & Surveying,
LLC
101 Highpointe Court, Ste B
Brandon, MS 394042

Application No. JB App #8
Period From: 9/1/2024
Period To: 9/19/2024

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
PO Box 1539
Brandon, MS 39043

External Contract No. STP-7314-00(041) LPA 109243/701000

Contract Date: 10/25/2023

Application Date: 9/22/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc.

By: AK Date: 9/22/2024

State of: Mississippi County of: Simpson

Subscribed and sworn to before me this 22nd day of September 2024

Notary Public: Madison Chin Sattorn

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 \$187,083.58

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

OWNER:

By: Jon Smith Date: 09/26/24 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1. Original Contract Sum	\$2,236,318.45
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$2,236,318.45
4. Work Completed To Date	\$2,173,553.65
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$2,173,553.65
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	\$2,173,553.65
9. Less Previous Certificates For Payments	\$1,986,470.07
10. Current Payment Due	\$187,083.58
11. Balance to Finish, Plus Retainage.	\$62,764.80

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	



CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8
Application Date : 09/22/24
Period From: 09/01/24
Period To: 09/19/24
External Contract No.: STP-7314-00(041) LPA 109243/701000

Invoice # : H23120-08

Contract : H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
202-B007	Removal of Asphalt Pavement, All Depths	SY	481.00	\$38.00	\$18,278.00	474.66	0.00	474.66	\$18,037.08	\$0.00	0.00	\$18,037.08	\$240.92	98.68%
202-B052	Removal of Concrete Driveways, All Depths	SY	96.00	\$48.00	\$4,608.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,608.00	0.00%
202-B059	Removal of Concrete Median & Island Pavement, All Depths	SY	412.00	\$40.00	\$16,480.00	452.00	0.00	452.00	\$18,080.00	\$0.00	0.00	\$18,080.00	\$-1,600.00	109.71%
202-B088	Removal of Curb & Gutter, All Types	LF	918.00	\$13.00	\$11,934.00	796.00	0.00	796.00	\$10,348.00	\$0.00	0.00	\$10,348.00	\$1,586.00	86.71%
202-B164	Removal of Inlet and Junction Box, All Types & Sizes	EA	4.00	\$1,850.00	\$7,400.00	4.00	0.00	4.00	\$7,400.00	\$0.00	0.00	\$7,400.00	\$0.00	100.00%
202-B191	Removal of Pipe, 8" And Above	LF	80.00	\$20.00	\$1,600.00	152.00	0.00	152.00	\$3,040.00	\$0.00	0.00	\$3,040.00	\$-1,440.00	190.00%
202-B244	Removal of Trees	EA	26.00	\$750.00	\$19,500.00	26.00	0.00	26.00	\$19,500.00	\$0.00	0.00	\$19,500.00	\$0.00	100.00%
203-A002	Unclassified Excavation, LVM, AH	CY	459.00	\$20.00	\$9,180.00	285.00	0.00	285.00	\$5,700.00	\$0.00	0.00	\$5,700.00	\$3,480.00	62.09%
203-EX041	Borrow Excavation, AH, LVM, Class B9-6	CY	502.00	\$25.00	\$12,550.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$12,550.00	0.00%
203-G002	Excess Excavation, LVM, AH	CY	1,716.00	\$23.00	\$39,468.00	1,628.00	0.00	1,628.00	\$37,444.00	\$0.00	0.00	\$37,444.00	\$2,024.00	94.87%
206-A001	Structure Excavation	CY	355.00	\$23.00	\$8,165.00	530.01	0.00	530.01	\$12,190.23	\$0.00	0.00	\$12,190.23	\$-4,025.23	149.30%
209-A005	Geotextile Stabilization, Type V, Non-Woven	SY	3,590.00	\$3.00	\$10,770.00	2,882.49	0.00	2,882.49	\$8,647.47	\$0.00	0.00	\$8,647.47	\$2,122.53	80.29%
216-A001	Solid Sodding	SY	1,414.00	\$9.00	\$12,726.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$12,726.00	0.00%
219-A001	Watering	GAL	29.00	\$20.00	\$580.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$580.00	0.00%
226-A001	Temporary Grassing	AC	1.00	\$1,500.00	\$1,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,500.00	0.00%
237-A001	Wattles, 12"	LF	440.00	\$6.00	\$2,640.00	240.00	0.00	240.00	\$1,440.00	\$0.00	0.00	\$1,440.00	\$1,200.00	54.55%
304-F001	3/4" and Down Crushed Stone Base	TON	1,198.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
304-F002	Size 610 Crushed Stone Base	TON	1,198.00	\$85.00	\$101,830.00	1,015.17	0.00	1,015.17	\$86,289.45	\$0.00	0.00	\$86,289.45	\$15,540.55	84.74%
304-F003	Size 825B Crushed Stone Base	TON	1,198.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00%
403-A002	12.5-mm, MT, Asphalt Pavement	TON	310.00	\$195.00	\$60,450.00	277.90	0.00	277.90	\$54,190.50	\$0.00	0.00	\$54,190.50	\$6,259.50	89.65%
403-A005	19-mm, MT, Asphalt Pavement	TON	741.00	\$150.00	\$111,150.00	714.75	0.00	714.75	\$107,212.50	\$0.00	0.00	\$107,212.50	\$3,937.50	96.46%
403-A014	9.5-mm, MT, Asphalt Pavement	TON	1,630.00	\$155.00	\$252,650.00	1,626.62	0.00	1,626.62	\$252,126.10	\$0.00	0.00	\$252,126.10	\$523.90	99.79%
406-D001	Fine Milling of Bituminous Pavement, All Depths	SY	16,210.00	\$4.95	\$80,239.50	16,077.00	0.00	16,077.00	\$79,581.15	\$0.00	0.00	\$79,581.15	\$658.35	99.18%
907-413-E001	Sawing and Sealing Transverse Joints in Asphalt Pavement	LF	1,037.00	\$5.00	\$5,185.00	1,092.00	0.00	1,092.00	\$5,460.00	\$0.00	0.00	\$5,460.00	\$-275.00	105.30%
503-C010	Saw Cut, Full Depth	LF	1,360.00	\$5.00	\$6,800.00	1,781.00	0.00	1,781.00	\$8,905.00	\$0.00	0.00	\$8,905.00	\$-2,105.00	130.98%
601-B001	Class "B" Structural Concrete, Minor Structures	CY	12.00	\$4,250.00	\$51,000.00	11.18	0.00	11.18	\$47,515.00	\$0.00	0.00	\$47,515.00	\$3,485.00	93.17%
602-A001	Reinforcing Steel	LBS	834.00	\$3.50	\$2,919.00	834.00	0.00	834.00	\$2,919.00	\$0.00	0.00	\$2,919.00	\$0.00	100.00%
603-CA003	15" Reinforced Concrete Pipe, Class III	LF	895.00	\$105.00	\$93,975.00	905.00	0.00	905.00	\$95,025.00	\$0.00	0.00	\$95,025.00	\$-1,050.00	101.12%
603-CE001	18" x 11" Concrete Arch Pipe, Class A III	LF	60.00	\$105.00	\$6,300.00	60.00	0.00	60.00	\$6,300.00	\$0.00	0.00	\$6,300.00	\$0.00	100.00%
603-SB003	15" Branch Connections, Stub into Box Culvert	EA	1.00	\$5,000.00	\$5,000.00	1.00	0.00	1.00	\$5,000.00	\$0.00	0.00	\$5,000.00	\$0.00	100.00%
604-A001	Castings	LBS	2,196.00	\$4.75	\$10,431.00	2,196.00	0.00	2,196.00	\$10,431.00	\$0.00	0.00	\$10,431.00	\$0.00	100.00%

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8
Application Date : 09/22/24
Period From: 09/01/24
Period To: 09/19/24
External Contract No.: STP-7314-00(041) LPA 109243/701000

Invoice # : H23120-08

Contract : H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
604-B001	Gratings	LBS	2,550.00	\$4.75	\$12,112.50	2,550.00	0.00	2,550.00	\$12,112.50	\$0.00	0.00	\$12,112.50	\$0.00	100.00%
907-608-C001	Detectable Warning Panels	SF	32.00	\$30.00	\$960.00	20.00	0.00	20.00	\$600.00	\$0.00	0.00	\$600.00	\$360.00	62.50%
609-D002	Combination Concrete Curb and Gutter Type 1 Modified	LF	177.00	\$47.75	\$8,451.75	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$8,451.75	0.00%
609-D004	Combination Concrete Curb and Gutter Type 2 Modified	LF	2,083.00	\$35.60	\$74,154.80	2,160.00	0.00	2,160.00	\$76,896.00	\$0.00	0.00	\$76,896.00	\$-2,741.20	103.70%
907-616-C004	Colored and Imprinted Concrete Median and Island Pavement, 6	SF	1,908.00	\$16.00	\$30,528.00	2,549.17	0.00	2,549.17	\$40,786.72	\$0.00	0.00	\$40,786.72	\$-10,258.72	133.60%
618-A001	Maintenance of Traffic	LS	1.00	\$109,000.00	\$109,000.00	0.68	0.33	1.00	\$73,575.00	\$35,425.00	0.00	\$109,000.00	\$0.00	100.00%
618-B001	Additional Construction Signs	SF	1.00	\$10.00	\$10.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$10.00	0.00%
619-A1002	Temporary Traffic Stripe, Continuous White	LF	3,867.00	\$0.30	\$1,160.10	2,362.00	0.00	2,362.00	\$708.60	\$0.00	0.00	\$708.60	\$451.50	61.08%
619-A2002	Temporary Traffic Stripe, Continuous Yellow	LF	3,421.00	\$0.30	\$1,026.30	3,095.00	0.00	3,095.00	\$928.50	\$0.00	0.00	\$928.50	\$97.80	90.47%
619-A3002	Temporary Traffic Stripe, Skip White	LF	2,926.00	\$0.30	\$877.80	2,944.00	0.00	2,944.00	\$883.20	\$0.00	0.00	\$883.20	\$-5.40	100.62%
619-A5001	Temporary Traffic Stripe, Detail	LF	7,179.00	\$0.30	\$2,153.70	2,511.00	0.00	2,511.00	\$753.30	\$0.00	0.00	\$753.30	\$1,400.40	34.98%
619-A6001	Temporary Traffic Stripe, Legend	SF	496.00	\$1.15	\$570.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$570.40	0.00%
619-A6002	Temporary Traffic Stripe, Legend	LF	2,182.00	\$0.60	\$1,309.20	1,071.00	0.00	1,071.00	\$642.60	\$0.00	0.00	\$642.60	\$666.60	49.08%
620-A001	Mobilization	LS	1.00	\$195,000.00	\$195,000.00	0.90	0.10	1.00	\$175,500.00	\$19,500.00	0.00	\$195,000.00	\$0.00	100.00%
626-A002	6"" Thermoplastic Double Drop Traffic Stripe, Skip White	LF	2,926.00	\$2.05	\$5,998.30	3,116.00	0.00	3,116.00	\$6,387.80	\$0.00	0.00	\$6,387.80	\$-389.50	106.49%
626-B001	6"" Thermoplastic Double Drop Traffic Stripe, Continuous Whi	LF	350.00	\$3.80	\$1,330.00	505.00	0.00	505.00	\$1,919.00	\$0.00	0.00	\$1,919.00	\$-589.00	144.29%
626-C001	6"" Thermoplastic Double Drop Edge Stripe, Continuous White	LF	3,517.00	\$3.80	\$13,364.60	3,558.00	0.00	3,558.00	\$13,520.40	\$0.00	0.00	\$13,520.40	\$-155.80	101.17%
626-E002	6"" Thermoplastic Double Drop Traffic Stripe, Continuous Yel	LF	289.00	\$3.50	\$1,011.50	283.00	0.00	283.00	\$990.50	\$0.00	0.00	\$990.50	\$21.00	97.92%
626-F002	6"" Thermoplastic Double Drop Edge Stripe, Continuous Yellow	LF	3,132.00	\$3.50	\$10,962.00	3,300.00	0.00	3,300.00	\$11,550.00	\$0.00	0.00	\$11,550.00	\$-588.00	105.36%
626-G004	Thermoplastic Double Drop Detail Stripe, White	LF	7,087.00	\$3.80	\$26,930.60	6,938.00	0.00	6,938.00	\$26,364.40	\$0.00	0.00	\$26,364.40	\$566.20	97.90%
626-G005	Thermoplastic Double Drop Detail Stripe, Yellow	LF	92.00	\$3.50	\$322.00	87.00	0.00	87.00	\$304.50	\$0.00	0.00	\$304.50	\$17.50	94.57%
626-H001	Thermoplastic Double Drop Legend, White	SF	496.00	\$29.00	\$14,384.00	506.00	0.00	506.00	\$14,674.00	\$0.00	0.00	\$14,674.00	\$-290.00	102.02%
626-H002	Thermoplastic Double Drop Legend, White	LF	2,182.00	\$7.00	\$15,274.00	2,368.00	0.00	2,368.00	\$16,576.00	\$0.00	0.00	\$16,576.00	\$-1,302.00	108.52%
627-K001	Red-Clear Reflective High Performance Raised Markers	EA	310.00	\$17.50	\$5,425.00	340.00	0.00	340.00	\$5,950.00	\$0.00	0.00	\$5,950.00	\$-525.00	109.68%
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	26.00	\$23.25	\$604.50	28.00	0.00	28.00	\$651.00	\$0.00	0.00	\$651.00	\$-46.50	107.69%
907-632-A007	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type	EA	2.00	\$24,430.00	\$48,860.00	0.00	2.00	2.00	\$0.00	\$48,860.00	0.00	\$48,860.00	\$0.00	100.00%
907-632-J001	Power Service Pedestal	EA	2.00	\$3,887.00	\$7,774.00	1.00	1.00	2.00	\$3,887.00	\$3,887.00	0.00	\$7,774.00	\$0.00	100.00%

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #8
Application Date : 09/22/24
Period From: 09/01/24
Period To: 09/19/24
External Contract No.: STP-7314-00(041) LPA 109243/701000

Invoice # : H23120-08

Contract : H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
907-634-A009	Traffic Signal Equipment Pole, Type II(L), 17' Shaft, 25' Ar	EA	1.00	\$31,095.00	\$31,095.00	1.00	0.00	1.00	\$31,095.00	\$0.00	0.00	\$31,095.00	\$0.00	100.00%
907-634-A011	Traffic Signal Equipment Pole, Type II(L), 17' Shaft, 35' Ar	EA	2.00	\$31,095.00	\$62,190.00	2.00	0.00	2.00	\$62,190.00	\$0.00	0.00	\$62,190.00	\$0.00	100.00%
907-634-A013	Traffic Signal Equipment Pole, Type II(L), 17' Shaft, 45' Ar	EA	1.00	\$31,095.00	\$31,095.00	1.00	0.00	1.00	\$31,095.00	\$0.00	0.00	\$31,095.00	\$0.00	100.00%
907-634-A015	Traffic Signal Equipment Pole, Type II(L), 17' Shaft, 55' Ar	EA	1.00	\$43,310.00	\$43,310.00	1.00	0.00	1.00	\$43,310.00	\$0.00	0.00	\$43,310.00	\$0.00	100.00%
907-634-A016	Traffic Signal Equipment Pole, Type II(L), 17' Shaft, 60' Ar	EA	1.00	\$43,310.00	\$43,310.00	1.00	0.00	1.00	\$43,310.00	\$0.00	0.00	\$43,310.00	\$0.00	100.00%
907-634-A017	Traffic Signal Equipment Pole, Type II(L), 17' Shaft, 65' Ar	EA	2.00	\$46,640.00	\$93,280.00	2.00	0.00	2.00	\$93,280.00	\$0.00	0.00	\$93,280.00	\$0.00	100.00%
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	1.00	\$1,325.00	\$1,325.00	1.00	0.00	1.00	\$1,325.00	\$0.00	0.00	\$1,325.00	\$0.00	100.00%
907-634-C001	Pole Foundations, Class ""B"" Concrete	CY	33.00	\$890.00	\$29,370.00	33.00	0.00	33.00	\$29,370.00	\$0.00	0.00	\$29,370.00	\$0.00	100.00%
635-A059	Traffic Signal Head, Type 1	EA	12.00	\$1,445.00	\$17,340.00	12.00	0.00	12.00	\$17,340.00	\$0.00	0.00	\$17,340.00	\$0.00	100.00%
635-A065	Traffic Signal Head, Type 2 FYA	EA	4.00	\$1,998.85	\$7,995.40	4.00	0.00	4.00	\$7,995.40	\$0.00	0.00	\$7,995.40	\$0.00	100.00%
635-A070	Traffic Signal Head, Type 3	EA	4.00	\$1,998.85	\$7,995.40	4.00	0.00	4.00	\$7,995.40	\$0.00	0.00	\$7,995.40	\$0.00	100.00%
907-636-B003	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 10, 2	LF	1,055.00	\$1.70	\$1,793.50	881.00	0.00	881.00	\$1,497.70	\$0.00	0.00	\$1,497.70	\$295.80	83.51%
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8	LF	1,055.00	\$3.60	\$3,798.00	1,192.00	0.00	1,192.00	\$4,291.20	\$0.00	0.00	\$4,291.20	\$-493.20	112.99%
907-636-B024	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 2	LF	65.00	\$11.10	\$721.50	75.00	20.00	95.00	\$832.50	\$222.00	0.00	\$1,054.50	\$-333.00	146.15%
907-636-D001	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG	LF	136.00	\$4.45	\$605.20	416.00	0.00	416.00	\$1,851.20	\$0.00	0.00	\$1,851.20	\$-1,246.00	305.88%
907-636-D008	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG	LF	486.00	\$3.60	\$1,749.60	493.00	0.00	493.00	\$1,774.80	\$0.00	0.00	\$1,774.80	\$-25.20	101.44%
907-637-A002	Pullbox Enclosure, Type 2	EA	6.00	\$1,777.00	\$10,662.00	6.00	0.00	6.00	\$10,662.00	\$0.00	0.00	\$10,662.00	\$0.00	100.00%
907-637-A003	Pullbox Enclosure, Type 3	EA	2.00	\$2,110.00	\$4,220.00	2.00	0.00	2.00	\$4,220.00	\$0.00	0.00	\$4,220.00	\$0.00	100.00%
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2""	LF	291.00	\$11.10	\$3,230.10	200.00	0.00	200.00	\$2,220.00	\$0.00	0.00	\$2,220.00	\$1,010.10	68.73%
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolle	LF	630.00	\$17.80	\$11,214.00	681.00	0.00	681.00	\$12,121.80	\$0.00	0.00	\$12,121.80	\$-907.80	108.10%
907-639-B001	Type 1 Optical Detector	EA	8.00	\$280.00	\$2,240.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,240.00	0.00%
907-639-C001	Type 1 Optical Detector Cable	LF	1,455.00	\$0.40	\$582.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$582.00	0.00%
907-639-D001	Multimode Phase Selector	EA	2.00	\$1,110.50	\$2,221.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$2,221.00	0.00%
907-641-A002	Signal Stop Bar Radar Vehicle Detection Sensor, Type 2	EA	8.00	\$9,995.00	\$79,960.00	8.00	0.00	8.00	\$79,960.00	\$0.00	0.00	\$79,960.00	\$0.00	100.00%
907-641-B002	Signal Advanced Radar Vehicle Detection Sensor, Type 2	EA	4.00	\$10,330.00	\$41,320.00	4.00	0.00	4.00	\$41,320.00	\$0.00	0.00	\$41,320.00	\$0.00	100.00%
907-641-D001	Radar Vehicle Detection Cable	LF	2,255.00	\$4.45	\$10,034.75	2,112.00	0.00	2,112.00	\$9,398.40	\$0.00	0.00	\$9,398.40	\$636.35	93.66%

CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No. : JB App #8
Application Date : 09/22/24
Period From: 09/01/24
Period To: 09/19/24

Invoice # : H23120-08

External Contract No.: STP-7314-00(041) LPA 109243/701000

Contract : H23120- Signal Upgrades-US 80 at Stonegate/Woodgate Drive

Item No.	Description of Item	Contract U of M	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
646-B001	Illuminated Street Name Sign	EA	8.00	\$4,442.00	\$35,536.00	0.00	8.00	8.00	\$0.00	\$35,536.00	0.00	\$35,536.00	\$0.00	100.00%
647-A001	Removal of Existing Traffic Signal Equipment	LS	1.00	\$12,500.00	\$12,500.00	0.00	1.00	1.00	\$0.00	\$12,500.00	0.00	\$12,500.00	\$0.00	100.00%
907-663-D001	Category 6 Cable, Installed in Conduit	LF	100.00	\$1.15	\$115.00	117.00	0.00	117.00	\$134.55	\$0.00	0.00	\$134.55	\$-19.55	117.00%
907-672-A003	Remove and Reset Traffic Signal Equipment	EA	1.00	\$2,220.95	\$2,220.95	0.00	1.00	1.00	\$0.00	\$2,220.95	0.00	\$2,220.95	\$0.00	100.00%
907-672-B002	Remove and Reset ITS Equipment	EA	2.00	\$555.25	\$1,110.50	0.00	1.00	1.00	\$0.00	\$555.25	0.00	\$555.25	\$555.25	50.00%
699-A001	Roadway Construction Stakes	LS	1.00	\$87,315.00	\$87,315.00	0.67	0.33	1.00	\$58,937.62	\$28,377.38	0.00	\$87,315.00	\$0.00	100.00%
Grand Totals					\$2,236,318.45				\$1,986,470.07	\$187,083.58	\$0.00	\$2,173,553.65	\$62,764.80	97.19%



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: MARY ANN DRIVE SIDEWALK IMPROVEMENTS PROJECT
PAY REQUEST 3 (FINAL) & FINAL SUMMARY CHANGE ORDER

Asking for your consideration to approve the following from Simmons Erosion Control Company, Inc. for the Mary Ann Drive Sidewalk Improvements Project.

1. Approve Pay Request 3 FINAL in the amount of \$7,266.97 and authorize payment of the same. Pay Request 3 includes the Final Summary Change Order for the project.
2. Approve the Final Summary Change Order at a decrease in the project cost of \$4,856.88 and authorize the Mayor to execute the same.

On February 5, 2024, the Board awarded the bid for the Mary Ann Drive Sidewalk Improvements Project to Simmons Erosion Control Company as the best and lowest bid received for the project.

The Mary Ann Drive Sidewalk Improvements Project allowed for repairs and upgrades to the existing walking trail along Mary Ann Drive beginning at Timber Street and continuing to Louis Wilson Drive.

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

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Pay Request 3 FINAL & Final Summary Change Order

GL Code: 314-600-717

Funding: Senate Bill 2948

September 26th, 2024

Mrs. Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
Mary Ann Dr. Sidewalk Improvements Project
B-9658
Pay Request #3 (Final)

Dear Mrs. Dearman:

Please find included in this packet all documentation and paperwork necessary for approval of the final summary change order and Pay Request No. 3 for construction services for the City of Brandon Mary Ann Dr. Sidewalk Improvements Project for Simmons Erosion Control Co., Inc. in the total amount of **\$7,266.97**. Additional close out documents including the 1 year warranty are also included.

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.
Project Manager
Benchmark Engineering & Surveying, LLC

cc: Mary Ann Hess (City of Brandon)
Matthew Miller, P.E., P.L.S. (Benchmark)

File: B-9658

CONTRACT SUMMARY CHANGE ORDER

OWNER: CITY OF BRANDON

CONTRACTOR: SIMMONS EROSION CONTROL, INC.

Date: 09/17/24

CHANGE ORDER NUMBER: 2 (FINAL SUMMARY CHANGE ORDER)

PROJECT NAME: MARY ANN DR. SIDEWALK IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	REASONING	UNIT	PLAN QUANTITY	FINAL QUANTITY	DIFFERENCE	UNIT COST	TOTAL CONTRACT CHANGE
1	MOBILIZATION	PLAN QUANTITY	LS	100%	100%	0.00%	\$ 17,500.00	\$ -
2	MAINTENANCE OF TRAFFIC	PLAN QUANTITY	LS	100%	100%	0.00%	\$ 4,200.00	\$ -
3	CLEARING & GRUBBING	PLAN QUANTITY	LS	100%	100%	0.00%	\$ 29,000.00	\$ -
4	SILT FENCE	DIDN'T NEED FULL PLAN QUANTITY BASED ON FIELD CONDITIONS	LF	1,000	727.00	(273.00)	\$ 3.50	\$ (955.50)
5	REMOVAL OF CURB OR CURB & GUTTER	OVER ESTIMATED PLAN QUANTITY	LF	1,379	1,280.00	(99.00)	\$ 18.75	\$ (1,856.25)
6	REMOVAL OF CONCRETE DRIVEWAY	MINOR DIFFERENCE DUE TO FIELD ADJUSTMENTS	SY	67	70.00	3.00	\$ 22.00	\$ 66.00
7	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	MINOR DIFFERENCE DUE TO FIELD ADJUSTMENTS	SY	55	59.00	4.00	\$ 22.00	\$ 88.00
8	REMOVAL OF ASPHALT PAVEMENT, ALL DPETHS	MINOR DIFFERENCE DUE TO FIELD ADJUSTMENTS	SY	407	415.00	8.00	\$ 22.00	\$ 176.00
9	REMOVAL OF CONCRETE SIDEWALK & BRICK SIDEWALK	UNDER ESTIMATED PLAN QUANTITY	SY	354	370.00	16.00	\$ 22.00	\$ 352.00
10	REMOVAL OF WHEEL STOP (REMOVE OR REMOVE & RESET)	PLAN QUANTITY	EA	17	17.00	-	\$ 50.00	\$ -
11	STRIPING REMOVAL	NOT NEEDED DUE TO FUTURE CHURCH PROJECT	LF	51	-	(51.00)	\$ 6.00	\$ (306.00)
12	SAW CUT, ALL TYPES, ALL DEPTHS	ADDITIONAL SAW CUT REQUIRED TO TIE IN CHURCH PARKING AREAS	LF	2,227	2,355.00	128.00	\$ 7.75	\$ 992.00
13	REMOVE AND RESET SIGN	PLAN QUANTITY	EA	5	5.00	-	\$ 350.00	\$ -
14	VARIABLE HEIGHT CONCRETE BARRIER CURB	MINOR DIFFERENCE DUE TO FIELD ADJUSTMENTS	LF	196	198.00	2.00	\$ 53.75	\$ 107.50
15	CONCRETE HEADER CURB	PLAN QUANTITY	LF	12	12.00	-	\$ 71.00	\$ -
16	4" CONCRETE SIDEWALK	OVER ESTIMATED PLAN QUANTITY	SY	1,086	1,027.00	(59.00)	\$ 95.50	\$ (5,634.50)
17	CONCRETE DRIVEWAY	ADDITIONAL AREA NEEDED FOR GRADES AND TIE INS	SY	129	188.00	59.00	\$ 110.00	\$ 6,490.00
18	6" CONCRETE PAVEMENT	OVER ESTIMATED PLAN QUANTITY	SY	179	135.00	(44.00)	\$ 110.00	\$ (4,840.00)
19	BRICK SIDEWALK	CONTRACTOR ABLE TO TIE IN WITH LESS THAN ESTIMATED QTY.	SY	5	3.00	(2.00)	\$ 200.00	\$ (400.00)
20	WATER METER TOP ADJUSTMENT	PLAN QUANTITY	EA	1	1.00	-	\$ 350.00	\$ -
21	PERMANENT GRASSING	PLAN QUANTITY	AC	1	1.00	-	\$ 2,000.00	\$ -
22	SOLID SODDING	PLAN QUANTITY	SY	250	250.00	-	\$ 6.00	\$ -
23	4" YELLOW STRIPING	NOT NEEDED DUE TO FUTURE CHURCH PROJECT	LF	437	-	(437.00)	\$ 7.25	\$ (3,168.25)
24	12" REINFORCED CONCRETE PIPE, CLASS III	ADDITIONAL PIPE WITH GUTTER INLET REQUIRED	LF	8	20.50	12.50	\$ 80.00	\$ 1,000.00
25	BORROW EXCAVATION, LVM, AH	ADDITIONAL BORROW TO TIE IN SLOPES AT A SMOOTHER SLOPE	CY	322	522.56	200.56	\$ 27.00	\$ 5,415.12
26	EXCESS EXCAVATION, LVM, AH	OVER ESTIMATED PLAN QUANTITY	CY	124	63.00	(61.00)	\$ 19.00	\$ (1,159.00)
27	UNCLASSIFIED EXCAVATION, FM, AH	OVER ESTIMATED PLAN QUANTITY	CY	100	28.00	(72.00)	\$ 17.00	\$ (1,224.00)
CO1.1	CONCRETE GUTTER INLET	REQUIRED DUE TO LOW SPOT ON MARY ANN DR.	EA	1	1.00	-	\$ 5,000.00	\$ -
CO1.2	ADD. MAINTENANCE OF TRAFFIC	REQUIRED DUE TO LOW SPOT ON MARY ANN DR.	EA	1	1.00	-	\$ 500.00	\$ -
ORIGINAL CONTRACT AMOUNT								\$ 290,035.75
CONTRACT CHANGE DUE TO PREVIOUS CHANGE ORDERS								\$ 5,500.00
REVISED CONTRACT AMOUNT DUE TO PREVIOUS CHANGE ORDERS								\$ 295,535.75
CONTRACT CHANGE (AT FINAL)								\$ (4,856.88)
FINAL REVISED CONTRACT AMOUNT								\$ 290,678.87
TOTAL CHANGE DUE TO CHANGE ORDER NO. 2 (FINAL SUMMARY CHANGE ORDER)								\$ (4,856.88)

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:



ENGINEER (Signature)

09/17/2024

DATE

ACCEPTED BY:



CONTRACTOR (Signature)

9-17-2024

DATE

APPROVED BY:



OWNER (Signature)

DATE



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PROJECT : City of Brandon - Mary Ann Dr. Sidewalk Improvements

PROJ. NO.: B-9658

ITEM #	DESCRIPTION	QTY.	UNIT	Contract Amt.		CURRENT QUANTITY	PAY REQUEST #3 - PAY PERIOD 06/01/24 - Final				
				UNIT PRICE	SUBTOTAL		CURRENT TOTAL	QUANTITY TO DATE	QUANTITY REMAINING	TOTAL TO DATE	% COMPLETE
1	MOBILIZATION	1	LS	\$ 17,500.00	\$ 17,500.00	0.00%	\$ -	100.00%	-	\$ 17,500.00	100.0%
2	MAINTENANCE OF TRAFFIC	1	LS	\$ 4,200.00	\$ 4,200.00	0.00%	\$ -	100.00%	0.00%	\$ 4,200.00	100.0%
3	CLEARING AND GRUBBING	1	LS	\$ 29,000.00	\$ 29,000.00	0.00%	\$ -	100.00%	0.00%	\$ 29,000.00	100.0%
4	SILT FENCE	1,000	LF	\$ 3.50	\$ 3,500.00	0.00%	\$ -	727.00	273.00	\$ 2,544.50	72.7%
5	REMOVAL OF CURB OR CURB & GUTTER	1,379	LF	\$ 18.75	\$ 25,856.25	0.00%	\$ -	1280.00	99.00	\$ 24,000.00	92.8%
6	REMOVAL OF CONCRETE DRIVEWAY	67	SY	\$ 22.00	\$ 1,474.00	0.00%	\$ -	70.00	(3.00)	\$ 1,540.00	104.5%
7	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	55	SY	\$ 22.00	\$ 1,210.00	0.00%	\$ -	59.00	(4.00)	\$ 1,298.00	107.3%
8	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	407	SY	\$ 22.00	\$ 8,954.00	0.00%	\$ -	415.00	(8.00)	\$ 9,130.00	102.0%
9	REMOVAL OF CONCRETE SIDEWALK & BRICK SIDEWALK	354	SY	\$ 22.00	\$ 7,788.00	0.00%	\$ -	370.00	(16.00)	\$ 8,140.00	104.5%
10	REMOVAL OF WHEEL STOP (REMOVE OR REMOVE AND RESET)	17	EA	\$ 50.00	\$ 850.00	0.00%	\$ -	17.00	-	\$ 850.00	100.0%
11	STRIPING REMOVAL	51	LF	\$ 6.00	\$ 306.00	0.00%	\$ -	0.00	51.00	\$ -	0.0%
12	SAW CUT, ALL TYPES, ALL DEPTHS	2,227	LF	\$ 7.75	\$ 17,259.25	0.00%	\$ -	2355.00	(128.00)	\$ 18,251.25	105.7%
13	REMOVE AND RESET SIGN	5	EA	\$ 350.00	\$ 1,750.00	0.00%	\$ -	5.00	-	\$ 1,750.00	100.0%
14	VARIABLE HEIGHT CONCRETE BARRIER CURB	196	LF	\$ 53.75	\$ 10,535.00	0.00%	\$ -	198.00	(2.00)	\$ 10,642.50	101.0%
15	CONCRETE HEADER CURB	12	LF	\$ 71.00	\$ 852.00	0.00%	\$ -	12.00	-	\$ 852.00	100.0%
16	4" CONCRETE SIDEWALK	1,086	SY	\$ 95.50	\$ 103,713.00	0.00%	\$ -	1027.00	59.00	\$ 98,078.50	94.6%
17	CONCRETE DRIVEWAY	129	SY	\$ 110.00	\$ 14,190.00	0.00%	\$ -	188.00	(59.00)	\$ 20,680.00	145.7%
18	6" CONCRETE PAVEMENT	179	SY	\$ 110.00	\$ 19,690.00	0.00%	\$ -	135.00	44.00	\$ 14,850.00	75.4%
19	BRICK SIDEWALK	5	SY	\$ 200.00	\$ 1,000.00	0.00%	\$ -	3.00	2.00	\$ 600.00	60.0%
20	WATER METER TOP ADJUSTMENT	1	EA	\$ 350.00	\$ 350.00	0.00%	\$ -	1.00	-	\$ 350.00	100.0%
21	PERMANENT GRASSING	1	AC	\$ 2,000.00	\$ 2,000.00	0.00%	\$ -	1.00	-	\$ 2,000.00	100.0%
22	SOLID SODDING	250	SY	\$ 6.00	\$ 1,500.00	0.00%	\$ -	250.00	-	\$ 1,500.00	100.0%
23	4" YELLOW STRIPING	437	LF	\$ 7.25	\$ 3,168.25	0.00%	\$ -	0.00	437.00	\$ -	0.0%
24	12" REINFORCED CONCRETE PIPE, CLASS III	8	LF	\$ 80.00	\$ 640.00	0.00%	\$ -	20.50	(12.50)	\$ 1,640.00	256.3%
25	BORROW EXCAVATION, LVM, AH	322	CY	\$ 27.00	\$ 8,694.00	0.00%	\$ -	522.56	(200.56)	\$ 14,109.12	162.3%
26	EXCESS EXCAVATION, LVM, AH	124	CY	\$ 19.00	\$ 2,356.00	0.00%	\$ -	63.00	61.00	\$ 1,197.00	50.8%
27	UNCLASSIFIED EXCAVATION, FM, AH	100	CY	\$ 17.00	\$ 1,700.00	0.00%	\$ -	28.00	72.00	\$ 476.00	28.0%
CO1.1	CONCRETE GUTTER INLET	1	EA	\$ 5,000.00	\$ 5,000.00	0.00%	\$ -	1.00	-	\$ 5,000.00	100.0%
CO1.2	ADD. MAINTENANCE OF TRAFFIC	1	EA	\$ 500.00	\$ 500.00	0.00%	\$ -	1.00	-	\$ 500.00	100.0%
CONTRACT TOTAL				\$	295,535.75		\$ -			\$ 290,678.87	

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: Blaise Thomas

Date: 9-17-24

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: Lon Burt

Date: 09/26/24

PRINT: Lon Burt, P.E. (Benchmark Engineering & Surveying, LLC)

Owner APPROVAL OF THIS PAY REQUEST

SIGNED: _____

Date: _____

PRINT: Butch Lee, Mayor

ORIGINAL CONTRACT PRICE	\$ 290,035.75
NET CHANGE BY CHANGE ORDERS	\$ 5,500.00
CURRENT CONTRACT PRICE	\$ 295,535.75
COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE:	\$ 285,178.87
EXTRA WORK PERFORMED TO DATE:	\$ 5,500.00
COST OF TOTAL WORK PERFORMED TO DATE:	\$ 290,678.87
STORED MATERIALS:	\$ -
SUBTOTAL:	\$ 290,678.87
LESS RETAINAGE (0% Final)	\$ -
SUBTOTAL LESS RETAINAGE:	\$ 290,678.87
LESS PREVIOUS PAYMENTS AND AMOUNTS DUE FROM PREVIOUS:	\$ 283,411.90
FUEL ADJUSTMENT	\$ -
BALANCE DUE THIS PAYMENT:	\$ 7,266.97
BALANCE TO FINISH:	\$ -

TOTAL CONTRACT TIME (DAYS) = 60

TOTAL DAYS IN THIS PAY PERIOD = 30

TOTAL DAYS = 60

TOTAL CONTRACT TIME USED = 100%

% BILLED = 96.50%

Simmons

EROSION CONTROL INC

Benchmark Engineering and Surveying, LLC
660 Katherine Drive, Suite 302
Flowood, MS 39232
Att.: Lon Burt

09-19-24

Project:
Mary Ann Dr. Sidewalk Improvements
Brandon, MS

Date of Substantial Completion: 06-07-2024

Warranty Expiration: 06-07-2025

Guarantee of Workmanship:

We hereby guarantee all work performed by us on the above captioned project to be free from defective material and workmanship for a period of (1) One Year for such portions of the work from the date of Substantial Completion.

Respectfully Submitted,



Blaise Thomas
Vice-President
Simmons Erosion Control Inc.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. SU1201070

TO OWNER:

(Name and address)

City of Brandon
1000 Municipal Drive
Brandon, MS 39042

PROJECT:

(Name and address)

Mary Ann Dr. Sidewalk Improvements

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: see project description below

CONTRACT DATED: February 7, 2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street Suite 300
Jersey City, NJ 07311-1107

, SURETY,

on bond of

(Insert name and address of Contractor)

Simmons Erosion Control, Inc.
P.O. Box 206
Lake, MS 39092

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Brandon
1000 Municipal Drive
Brandon, MS 39042

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 17, 2024

(Insert in writing the month followed by the numeric date and year.)



Attest:

(Seal): Braxton Brumfield

Arch Insurance Company

(Surety)

By: Stephen Wesley Price, Jr.

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Stephen Wesley Price, Jr.

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU1201070

Principal: Simmons Erosion Control, Inc.

Obligee: City of Brandon

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of February, 2024

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



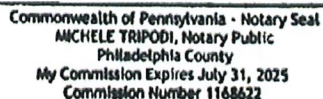
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 1, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of September, 2024.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department

Surety Claims

P.O. Box 542033

Omaha, NE 68154

suretyclaims@archinsurance.com

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: MORROW ORR DRAINAGE IMPROVEMENTS PROJECT
RESCIND PRIOR QUOTE APPROVAL AND REQUOTE PROJECT

Asking for your consideration to approve the following regarding the Morrow Orr Drainage Improvements Project.

1. Rescind item #7.5 from the September 23, 2024, Board meeting due to bond requirements required on projects over \$25,000.00.
2. Reject all bids received on September 13, 2024, due to bond requirements as required on projects over \$25,000.00.
3. Permission to re-advertise for quotes for the Morrow Orr Drainage Improvements Project.

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

ATTACHMENTS:



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: WESLEY RIELS – WATER LABORER II
LETTER OF RESIGNATION

Asking for your consideration to accept the Letter of Resignation from Wesley Riels, Water Laborer II, in the Public Works Department effective October 15, 2024.

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

ATTACHMENTS:

- Wesley Riels Letter of Resignation



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: UTILITY ADJUSTMENTS

Asking for your consideration to approve the attached utility adjustment recommendations for approval or denial by the Public Works Department pursuant to the City of Brandon Adjustment Policy.

The Mississippi Attorney General has opined the following regarding bill adjustments.

“Any policy allowing for the adjustment of a water customer’s bill must include a factual determination by the Municipal governing authorities that, because of unforeseen circumstances, the customer did not receive the benefits of the water service thereby warranting a reduction or compromise. Such factual determinations should be reflected in the Municipal minutes.”

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

ATTACHMENTS:

- Utility Adjustments Listing

PUBLIC WORKS DEPARTMENT					
ADJUSTMENT APPROVALS FOR 10/07/24 AGENDA					
UNPOSTED ADJUSTMENTS					
Account Number	Name	Address	Adjustment Description	Amount	
21001000.00 98	George Arledge	70 Glenway Place	Watered sod from repair	-\$41.59	
60330000.00 97	Brenda Biard	102 Copperridge Drive	Broken line in house	-\$20.49	
10684000.00 97	Delynne Satimore	114 Pavillion Drive	Slab leak	-\$14.80	
20425000.00 97	Gregory Lauten	194 Huntview Drive	watered sod city made repair	-\$57.26	
30575000.00 98	Dane Truhett	810 Treeline Drive	Broken line in yard	-\$241.64	
11173000.00 98	Diane Meadows	25 Pine Crest Place	Pool Fill	-\$123.42	
71004550.00 97	Susan Lam	907 Poplar Drive	Pool Fill	-\$146.94	
60329000.00 96	John Barnes	100 Copperridge Drive	Broken line in yard	-\$832.02	
51191000.00 95	Matthew Byrd	105 Serenity Court	Watered sod due to repair	-\$81.24	
40138000.00 98	Katherine Wade	431 Lake Forest Rd Apt 10D	Waive reconnect fee	-\$42.80	
60361000.00 96	Valerie Hennington	105 Ditto Circle	Pool Fill	-\$148.04	
60858000.00 98	Mary Cowdery	108 Afton Drive	Pool Fill	-\$70.77	
71001800.00 98	Rebecca Sibley	817 Osagian Circle	Waive late fees	-\$11.48	
60630312.00 61	Gwen Buell	335 Towne Street	Pool Fill X2 within same time period	-\$272.62	
10441000.00 98	Bankplus	100 Orleans Way	Broken line in parking lot	-\$4,589.86	
60826000.00 94	Judy Rogers	315 Mary Anne Drive	Customer had wrong account # on check	-\$642.76	
60630401.00 96	Judy Rogers	423 Rolling Hills Circle	Customer had wrong account # on check	\$517.69	
41074000.00 97	Martha Anne O'Boyle	107 Rosemont Drive	Broken line in yard house vacant	-\$419.09	
11151000.00 98	John Stuckey	30 Stonegate	Waive late fees	-\$7.31	
60999000.00 97	Emma Anderson	305 Old Town Circle	Broken line in yard	-\$179.06	
40774000.00 98	Vanessa Townsend	100 Orr Drive	Broken line in yard	-\$40.71	
21064000.00 98	Harry Keeler	59 Terrapin Cove	Pool Fill	-\$238.67	
50426000.00 97	Christie Slawson	310 Remington Drive	Pool Fill	-\$132.53	
10287000.00 97	Jennifer Guynes	2004 Mossy Cove	Pool Fill	-\$47.89	
60944000.00 98	Penny Watson	305 Afton Drive	Pool Fill	-\$79.63	
10718000.00 98	Stephen Shoop	206 Terrace Drive	Pool Fill	-\$121.32	

Denials					
30556000.00 94	Stacie Hardy	138 Fawnwood Drive	Commode leak	no adj for water going into sewer	
61043000.00 98	George Dan Martin	110 Bentonwood Drive	Broken line in yard	No adj for water (sprinkler meter)	
60365000.00 95	Jesse White Sr.	103 Ditto Circle	Broken line (per customer) per invoice sewer line break	Issue was a sewer issue not water	
6051000.00 98	William Baker	3173 Highway 18 South	Commode leak	no adj for water going into sewer	
61813000.00 90	Rosanna Taylor	5140 Big Valley Road	Customer wants reconnect fee waived said she would pay bill on 9/19/24	Customer didn't make pmt as stated	
40631620.00 96	Shareka Dobson	415 West Sunset Dr Apt F45	per customer maintenance said meter reading was wrong	per invoice customer had a toilet leak not wrong reading	
51273101.00 95	George Harkins	300 Tracey Cove	Broken line in yard/refridgerator leak Sept-Oct 2023	No adjustment for leaks over 6 months	
51170000.00 98	Richard & Jessica Zimmer Atkinson	288 Cornerstone Drive	Commode Running	No adjustments for water going into swr	



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: DINING POINDEXTER NEW PARKING LOT PROJECT
AWARD BID

Asking for your consideration to award the bid in the amount of \$336,945.00 to Hemphill Construction Company, Inc. as the best and lowest bid received for the Dining Poindexter New Parking Lot Project.

Four additional bids were received for this project on September 26, 2024.

- Southern Rock, LLC \$397,899.50
- Thornton Construction Co \$417,789.50
- Elite Land Management \$431,777.00
- Wildstone Construction Services \$459,402.00

On July 3, 2024, the Board gave permission to bid the Dining Poindexter New Parking Lot Project.

This project will allow for a new parking lot to be built on the Southwest corner of the Dining Street and Poindexter Street intersection for additional public parking.

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

ATTACHMENTS:

- Benchmark Engineering Recommendation Letter
- Dining Poindexter New Parking Lot Project Bid Tab

GL Code: 314-600-717

Funding: Senate Bill 2948

October 1, 2024

Carly Dearman
Public Works Operations Coordinator
City of Brandon
1000 Municipal Dr.
Brandon, MS 39042

RE: City of Brandon
Dining / Poindexter Parking Lot
Benchmark # B-11025
Bid Results

Dear Mrs. Carly:

The City of Brandon received five (5) bids for the above referenced project on September 26th, 2024, at 2:00 pm. The five (5) bids were as follows:

- | | |
|---|--------------|
| • Hemphill Construction Co., Inc. | \$336,945.00 |
| • Southern Rock, LLC. | \$397,899.50 |
| • Thornton Construction Co., Inc. | \$417,789.50 |
| • Elite Land Management, LLC. | \$431,777.00 |
| • Wildstone Construction Services, LLC. | \$459,402.00 |

The apparent low base bid for the project was submitted by Hemphill Construction Company, Inc. in the amount of \$336,945.00.

After reviewing and evaluating the bids and bid packets, we have found no irregularities within the low bid that should be of concern. After this review, it is our recommendation to award the contract to Hemphill Construction Company, Inc.

We can begin preparing these contract documents for execution by the City of Brandon and the Contractor once this award is made. Should you have any questions or need additional information, please do not hesitate to contact our office at 601-627-7780.

Sincerely,



Anthony Horn, P.E.
Benchmark Engineering & Surveying, LLC
Cc: File: B-11025

BID RESULTS HAVE BEEN TABULATED ABOVE AND THE RESULTS ARE ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE.

DATE: 10/1/2024



Dining/Poindexter Parking Lot
Bid # 2024-06

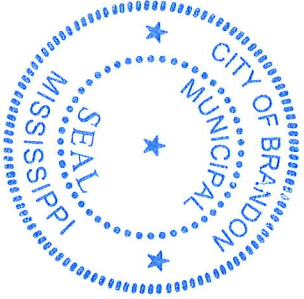
September 26, 2024 - 2:00 p.m.

BIDDER	Cert of Responsibility	BID BOND	ADDENDUM	TOTAL BID
Wildstone Construction Services, LLC	22938-MC	The Gray Casualty & Surety Co.	Yes	\$459,402.00
Southern Rock LLC	11591-MC	Western Surety Co.	Yes	\$397,899.50
Hemphill Construction Company, Inc.	02449-MC	Federal Insurance Co.	Yes	\$336,945.00
Thornton Construction Co., Inc	11156-MC	The Gray Casualty & Surety Co.	Yes	\$417,789.50
Elite Land Management	24967-SC	Indemnity National Ins. Co.	Yes	\$431,777.00

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

September 26, 2024


Rebecca Pevey, Deputy City Clerk





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: LANCE MARTIN EASTHAVEN SEWER REHABILITATION PROJECT
MDEQ AGREEMENT #: 546-2-CW-5.5
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. 546-2-CW-5.5 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. 546-2-CW-5.5 and any current or future MDEQ Subaward Agreements.

MDEQ Agreement No. 546-2-CW-5.5 is funding for the Lance Martin Easthaven Rehabilitation 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. 546-2-CW-5.5

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

This Memorandum of Understanding ("MOU") is entered into by and between City of Brandon ("Municipality") Board of Alderman ("Board") and the Mayor of 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 City of Brandon and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. (546-2-CW-5.5) 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)

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 546-2-CW-5.5

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 “Sanitary Sewer Rehabilitation of Lance Drive, Martin Road, and Easthaven Subdivision” (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 **\$2,030,400.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$915,200.00**;
- 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 **\$915,200.00**;
- 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 **\$200,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$81,216.00**. 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 **Nine Hundred Fifteen Thousand Two Hundred Dollars and Zero Cents (\$915,200.00)** (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

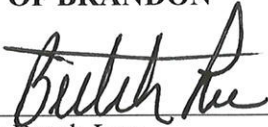


Chris Wells
Executive Director

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

Sanitary Sewer Rehabilitation of Lance Drive, Martin Road, and Easthaven Subdivision

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project includes the cured in place pipe (CIPP) lining, evaluation of lateral service connections, point repairs or replacements, and other sanitary sewer rehabilitation in the area of Lance Drive, Martin Road, and Easthaven Subdivision.

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: OCTOBER 7, 2024
SUBJECT: HIGHWAY 18 HIGHWAY 468 SEWER FORCE MAIN REPLACEMENT PROJECT
MDEQ AGREEMENT #: 58-2-CW-5.5
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. 58-2-CW-5.5 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. 58-2-CW-5.5 and any current or future MDEQ Subaward Agreements.

MDEQ Agreement No. 58-2-CW-5.5 is funding for the Highway 18 Highway 468 Sewer Force Main Replacement 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. 58-2-CW-5.5

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

This Memorandum of Understanding ("MOU") is entered into by and between City of Brandon ("Municipality") Board of Alderman ("Board") and the Mayor of 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 City of Brandon and the Mississippi Department of Environmental Quality ("MDEQ"), MDEQ Agreement No. (58-2-CW-5.5) 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)

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 58-2-CW-5.5

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 “Hwy 18 / Hwy 468 Sewer Force Main Replacement Project” (the “Project”).

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. PERIOD OF PERFORMANCE

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

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

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$1,360,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$605,000.00**;
- 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 **\$605,000.00**;
- 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 **\$150,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$54,400.00**. 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 **Six Hundred Five Thousand Dollars and Zero Cents (\$605,000.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. CONTRACTS

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

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:
Angela Bean
1000 Municipal Drive
Brandon, MS 39042
Phone: (601) 824-4579
E-mail: abean@brandonms.org

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

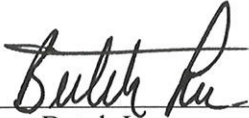


Chris Wells
Executive Director

6/26/23

Date

CITY OF BRANDON



Mayor Butch Lee
Signature of Authorized Representative

Butch Lee

Butch Lee
Printed Name

Mayor

Title

6/5/2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Hwy 18 / Hwy 468 Sewer Force Main Replacement Project

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 existing sewer force main pipe along MS Hwy 468 & MS Hwy 18 including two highway crossings.

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 DEARMAN
DATE: 10/07/2024
SUBJECT: LANGFORD WATER ASSOCIATION AGREEMENT

Consideration to approve the revised agreement with Langford Water Association for sewer fee collections, to update the same in accordance with applicable law and supersede and replace the existing two agreements, and authorize the Mayor to execute the same.

ATTACHMENTS:

1. LANGFORD SEWER AGREEMENT 2024
2. Langford.Brandon.Agreement.2024.rev.9.24.24
3. LANGFORD WATER ASSOC SEWER COLLECTION AGREEMENT 02152005
4. LANGFORD WATER ASSOC SEWER COLLECTION AGREEMENT RW Distributors



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: LANGFORD WATER ASSOCIATION
SEWER FEE COLLECTIONS AGREEMENT REVISED

Asking for your consideration to approve the revised agreement with Langford Water Association for sewer fee collections, to update the same in accordance with applicable law and supersede and replace the existing two agreements, and authorize the Mayor to execute the same.

Prior agreements with Langford Water Association for sewer fee collections on behalf of the City of Brandon were entered into on February 15, 2005, and May 2, 2006. The proposed revised agreement will supersede both of the previous agreements with Langford Water Association.

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

ATTACHMENTS:

- Langford Water Association Agreement Revised
- Langford Water Association Agreement – 2/15/2005
- Langford Water Association Agreement – 5/2/2006

AGREEMENT

WHEREAS, the City of Brandon is organized as a municipality under the laws of the State of Mississippi, Title 21 of the Mississippi Code of 1972, as amended, hereinafter “City”; and

WHEREAS, Langford Water Association, Inc., “Langford” is a duly and lawfully created non-profit corporation, organized and existing under the laws of the State of Mississippi; and

WHEREAS, Langford maintains a certificate of public convenience and necessity for certain areas located within and without the corporate limits of the City; and

WHEREAS, Langford and the City have previously entered into agreements for the collection of sewer charges and related matters with respect to those certain lots comprising Ambiance subdivision (all phases) and that certain property located at 1046 Hwy. 471 which are within Langford’s certificated area and which are provided sanitary sewer by the City; and

WHEREAS, this Agreement supercedes and replaces such agreements; and

WHEREAS, Langford and the City are desirous of entering into this Agreement for purposes of outlining certain rights, duties and obligations by and between the parties relative to water and sewer service to be provided to areas certificated to Langford for water by the Mississippi Public Service Commission (“MPSC”) located within the corporate limits of the City and for which the City provides sanitary sewer; and

NOW, THEREFORE, for the specific consideration herein expressed and for the further consideration of the covenants, conditions and representation which are set forth herein, the parties do hereby agree as follows:

1. TERM

The effective date of this Agreement is the date finally approved and executed by all parties hereto. This agreement may be terminated by Langford or the City party upon 90 days written notice, in writing. However, prior to the Agreement being terminated by Langford, Langford agrees to provide the City notice of any problems leading to any such decision and to allow the City a reasonable time to correct the same and in the event the City is unable to reasonably correct such problems and this Agreement is terminated by Langford, Langford agrees to provide the City a reasonable time to make such modifications to the City's sewer service to collect the same directly from the customer, and to allow the City reasonable access to read Langford's waters meters. Langford acknowledges that the effort of collecting sewer charges without an agreement by Langford to do so will be problematic for the City in providing sewer service to the areas certificated to Langford for water and therefore Langford agrees that it will not terminate this Agreement unless there exists reasonable circumstances which imperil the integrity of Langford's system or the provision of water service to its customers, which cannot be addressed by the City to Langford's reasonable satisfaction.

2. PURPOSE

The purpose of this Agreement is to describe the services to be provided by and between the Langford and the City.

3. POWERS OF THE PARTIES

The City is organized as a municipality under the laws of the State of Mississippi found in Title 21 of the Mississippi Code of 1972, as amended. It has authority to enter into such contracts by virtue of those statutes. Langford is a non-profit corporation organized in accordance with Mississippi law and is specifically given authority to enter into this contract by

the laws of the State of Mississippi and its Bylaws. The additional authority for this Agreement is found at MCA Section 21-27-75 (1972, as amended). By the execution of this Agreement, the signatories hereto acknowledge that they have been given specific authority to execute the same and that said authority is reflected in the minutes of their respective boards.

4. GENERAL OBLIGATIONS

Water Service

1. Langford is vested with the exclusive authority to provide water service to areas located within and without the City encompassed within a certificate of public convenience and necessity for water issued to it by the MPSC.
2. Langford, while having the exclusive authority to provide water service to areas located within and without the City encompassed within a certificate of public convenience and necessity for water issued to it by the MPSC, authorizes the City, in the City's discretion, to allow such properties within the City to connect to the City's water system for fire/flow protection purposes only.
3. The City is vested with the exclusive authority to provide water service to areas located within the corporate limits of the City which are either the subject of a certificate of public convenience and necessity issued to it by the MPSC for water or which are not otherwise the subject of a certificate for water issued to another provider by the MPSC and further the City has the authority to provide water service to any area located within 5 miles of the corporate limits of the City subject to applicable law.

Sewer Service

1. The City is vested with the exclusive authority to provide sewer service to areas located within the corporate limits of the City which are either the subject of a certificate of public convenience and necessity issued to it by the MPSC for sewer or which are not otherwise the subject of a certificate for sewer issued to another provider by the MPSC and further the City has the authority to provide sewer service to any area located within 5 miles of the corporate limits of the City subject to applicable law.
2. Langford and the City agree that in conjunction with sewer service to customers within the corporate limits of the City to which the City now or hereafter provides sanitary sewer and which are located within an area certificated by the MPSC to Langford for water, and for which Langford provides water, that the following provisions shall apply.
 - a. Langford shall collect the City's charges for sewer service at the same time that it collects its charges for water service.
 - b. The City's charges for sewer service will be based upon monthly meter readings to be performed by Langford.
 - c. The City shall timely provide to Langford, its rates for sewer service and shall notify Langford of any changes in such rates in a timely manner.
3. Langford shall remit to the City on the 10th day of each month, the total amount of sewer charges collected, less the cost to process, collect and remit the same as set forth herein, and shall provide therewith to the City, a listing of all individual readings, the amount billed and the amount collected and any accounts in arrears and the amounts thereof.

4. Langford shall charge on each customer account, the sum of \$ 2.00 per bill, to process, collect and remit such sewer charges to the City. It is agreed and understood that the cost to process, collect and remit the sewer charges to the City shall be reasonable and is subject to change, with reasonable notice to the City as reasonably determined by Langford, based on all applicable costs factors in providing such service.

a. Langford shall not connect any customer located within the corporate limits of the City and to which sanitary sewer service is to be provided by the City to its water system or provide water service thereto, until such time as it receives a written notification from the City advising that the customer has met all of the City's requirements for sewer service.

b. The City shall be responsible for receiving any application for sewer service, and assessing and collecting any deposit, and sewer tap-on and related connection fees for such sewer customers.

c. Upon request of the City, Langford shall cause any customer which is thirty (30) days or more delinquent to be disconnected from its system for failure to timely pay for sewer service in accordance with Langford's cut-off policies for water service.

d. In the event Langford is required to cut-off service as described in 4(c), Langford shall advise the City of this occurrence as and when it remits to the City the sewer charges and status listing.

e. Langford shall not be responsible for the payment to the City of any amount charged for sewer service by the City which is not collected by Langford; however, Langford agrees that it will not allow such a customer who is in default to reconnect to its water system

unless and until the customer has resolved the matter any unpaid sewer charges with the City and the City has advised Langford that the customer has made acceptable arrangements for re-connection to the City's sewer system. Langford shall not be responsible for collecting any unpaid arrearage to the City resulting in a customer's disconnection from service.

f. The City shall provide to Langford, to provide to each such customer, the City's grievance procedures in disputing any sewer charge. In the event any customer requests administrative review/action with regard to any sewer charge, Langford shall not cut-off any such customer for the non-payment of such disputed sewer charges or collect such disputed sewer charges until the City has advised in writing as to the resolution of any such dispute.

g. In accordance with MCA Section 21-27-75(2)(d) (1972, as amended), the City shall save and hold harmless Langford against any and all claims based on the disconnection of water or sewer service and any other damages resulting from any action taken by Langford under this Agreement.

5. MODIFICATION TO SERVICE, FEES, EXPENSES

1. Langford and the City reserve the right, at any time, to make or amend their ordinances, rules and regulations and policies and/or procedures related to providing water and sewer service as provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ____ day of _____, 2024.

CITY OF BRANDON

BY: _____
BUTCH LEE, MAYOR

ATTEST:

CITY CLERK

LANGFORD WATER ASSOCIATION,
INC.

BY: _____

(Print Name)
(Title)

ATTEST:

SECRETARY

February 09, 2005-02-11

Memo to: Mayor Roe Grubbs and Board of Aldermen

From: Cathy Goolsby *cg*

RE: Langford Water Association/Agreement

Attached, please find an agreement contract between the City of Brandon and the Langford Water Association for the billing of sewer in the Ambiance Subdivision. Water for part of this subdivision will be served by the city while the other part will be served by Langford. The city will serve all of the subdivision with sewer. Langford will bill the city sewer on their certificated part of the water, collect and then send the city a check less \$2.00 each customer for the sewer.

Thank you for your consideration of approval on this agreement. Please let me know if you have any questions.

AGREEMENT

WHEREAS, the City of Brandon is organized as a municipality under the laws of the State of Mississippi, Title 21 of the Mississippi Code of 1972, as amended, hereinafter "City";

WHEREAS, Langford Water Association, Inc., "Langford" is a duly and lawfully created non-profit corporation, organized and existing under the laws of the State of Mississippi;

WHEREAS, McKay-Anglin, LLC, hereinafter "Developer" is a duly and lawfully created for profit limited liability company, organized and existing under the laws of the State of Mississippi;

WHEREAS, Developer is the owner of certain real property located on Highway 471 in Rankin County, Mississippi, which is being developed as Ambiance Subdivision, a plat of which is attached hereto as Exhibit "A" and incorporated herein by reference;

WHEREAS, the property constituting Ambiance Subdivision is wholly located within 1 mile of the city limits of the City;

WHEREAS, that portion of Ambiance Subdivision as depicted on Exhibit "A" attached hereto and incorporated herein, and designated as lots 1-22 and lots 73-114, hereinafter "certificated property or lots" is subject to a Certificate of Public Convenience and Necessity possessed by Langford for the provision of water service;

WHEREAS, that portion of Ambiance Subdivision as depicted on Exhibit "A" attached hereto and incorporated herein, and designated as lots 23-72 and lots 114-130, hereinafter "uncertificated property or lots" is not subject to a Certificate of Public Convenience and Necessity possessed by Langford for the provision of water service;

WHEREAS, Developer, Langford and the City are desirous of entering into this Agreement for purposes of outlining certain rights, duties and obligations by and between the parties relative to water and sewer service to be provided to the subject property by Langford and the City;

NOW, THEREFORE, for the specific consideration herein expressed and for the further consideration of the covenants, conditions and representation which are set forth herein, the parties do hereby agree as follows:

1. TERM

The effective date of this Agreement is the date finally approved and executed by all parties hereto. This agreement may be terminated by Langford or the City party upon 90 days written notice, in writing. However, prior to the Agreement being terminated by Langford, Langford agrees to provide the City notice of any problems leading to any such decision and to allow the City a reasonable time to correct the same and in the event the City is unable to reasonably correct such problems and this Agreement is terminated by Langford, Langford agrees to provide the City a reasonable time to make such modifications to the City's sewer service to collect the same directly from the customer, and to allow the City reasonable access to read Langford's waters meters. Langford acknowledges that the effort of collecting sewer charges without an agreement by Langford to do so will be problematic for the City in providing sewer service to the certificated lots and therefore Langford agrees that it will not terminate this Agreement unless there exists reasonable circumstances which imperil the integrity of Langford's system or the provision of water service to its customers, which cannot be addressed by the City to Langford's reasonable satisfaction.

2. PURPOSE

The purpose of this Agreement is to describe the services to be provided by and between the Developer, Langford and the City.

3. POWERS OF THE PARTIES

The City is organized as a municipality under the laws of the State of Mississippi found in Title 21 of the Mississippi Code of 1972, as amended. It has authority to enter into such contracts by virtue of those statutes. Langford is a non-profit corporation organized in accordance with Mississippi law and is specifically given authority to enter into this contract by the laws of the State of Mississippi and its Bylaws. Developer is a for-profit limited liability company organized in accordance with Mississippi law and is specifically given authority to enter into this contract by the laws of the State of Mississippi and its Operating Agreement. By the execution of this Agreement, the signatories hereto acknowledge that they have been given specific authority to execute the same and that said authority is reflected in the minutes of their respective boards.

4. GENERAL OBLIGATIONS

Water Service

1. Langford has the sole responsibility and obligation to and shall provide water service to the certificated lots in accordance with its rules and regulations, currently in place and as amended.
2. The City has the sole responsibility and obligation to and shall provide water service to

the uncertificated lots in accordance with its ordinances, rules and regulations, currently in place and as amended.

Sewer Service

1. The City has the sole responsibility and obligation to and shall provide sewer service to the certificated and uncertificated lots in accordance with its ordinances, rules and regulations, currently in place and as amended.
2. Langford and the City agree that in conjunction with sewer service as to the certificated lots that the following provisions shall apply.
 - a. Langford shall collect the City's charges for sewer service at the same time that it collects its charges for water service.
 - b. The City's charges for sewer service will be based upon monthly meter readings to be performed by Langford.
 - c. The City shall timely provide to Langford, its rates for sewer service and shall notify Langford of any changes in such rates in a timely manner.
3. Langford shall remit to the City on the 10th day of each month, the total amount of sewer charges collected, less the cost to process, collect and remit the same as set forth herein, and shall provide therewith to the City, a listing of all individual readings, the amount billed and the amount collected and any accounts in arrears and the amounts thereof.
4. Langford shall charge on each customer account, the sum of \$ 2.00 per bill, to process, collect and remit such sewer charges to the City. It is agreed and understood that the cost to

M.B. 000132

PAGE 000133

process, collect and remit the sewer charges to the City shall be reasonable and is subject to change, with reasonable notice to the City as reasonably determined by Langford, based on all applicable costs factors in providing such service.

- a. Langford shall not connect any of the certificated lots to its water system or provide water service thereto, until such time as it receives a written notification from the City advising that the customer has met all of the City's requirements for sewer service.
- b. The City shall be responsible for receiving any application for sewer service, and assessing and collecting any deposit, and sewer tap-on and related connection fees for the certificated lots.
- c. Upon request of the City, Langford shall cause any customer of any certificated lot to be disconnected from its system for failure to timely pay for sewer service, in accordance with Langford's cut-off policies for water service.
- d. In the event Langford is required to cut-off service as described in 4(c), Langford shall advise the City of this occurrence as and when it remits to the City the sewer charges and status listing.
- e. Langford shall not be responsible for the payment to the City of any amount charged for sewer service by the City which is not collected by Langford; however, Langford agrees that it will not allow a customer of a certificated lot who is in default to reconnect to its water system unless and until the customer has resolved the matter any unpaid sewer charges with the City and the City has advised Langford that the customer has made acceptable arrangements for re-connection to the City's sewer system.

Langford shall not be responsible for collecting any unpaid arrearage to the City resulting in a customer's disconnection from service.

f. The City shall provide to Langford, to provide to the customer of any certificated lot, the City's grievance procedures in disputing any sewer charge. In the event any customer requests administrative review/action with regard to any sewer charge, Langford shall not cut-off any such customer for the non-payment of such disputed sewer charges or collect such disputed sewer charges until the City has advised in writing as to the resolution of any such dispute. To the extent the City directs Langford to proceed with discontinuing service for any disputed sewer charge, to the extent permitted by law, the City shall defend and indemnify Langford for any claims by the customer arising therefrom.

5. DEVELOPER DUTIES

1. The Developer shall require that the protective covenants for Ambiance Subdivision include specific reference to this Agreement and specifically advise any purchaser of any certificated lot that the provision of sewer service by the City is subject to the terms and conditions of this Agreement, and the ordinances, rules and/or regulations of Langford and the City, as applicable, and said protective covenants shall expressly provide that as long as the lots are certificated to Langford and Langford provides the water service thereto and this Agreement remains in effect, that Langford is given the express authority (1) to collect sewer service charges for the City as directed by the City, (2) to assess a fee to process, collect and remit the same to the City, and (3) to disconnect any such customer from its water system for failure to pay the charged sewer fees as and when due.

6. MODIFICATION TO SERVICE, FEES, EXPENSES

1. Langford and the City reserve the right, at any time, to make or amend their ordinances, rules and regulations and policies and/or procedures related to providing water and sewer service to the certificated and uncertificated lots.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the 15th day of February, 2005.

CITY OF BRANDON

BY:  ROE GRUBBS, MAYOR

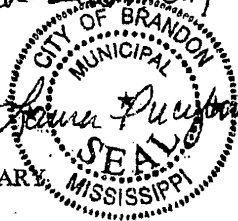
ATTEST:

CITY CLERK/ADMINISTRATOR

 Angela Bean, City Clerk

ATTEST:

SECRETARY



LANGFORD WATER ASSOCIATION, INC.

BY:

 FRED TOLLESON, PRESIDENT

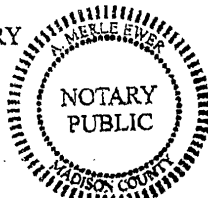
MCKAY - ANGLIN, LLC

BY:

, MEMBER

ATTEST:

SECRETARY



Page 7 of 7

NOTARY PUBLIC STATE OF MISSISSIPPI
MY COMMISSION EXPIRES: July 1, 2007
A. Merle Ewer

A. Merle Ewer
4-18-05

MINUTES OF THE REGULAR BOARD MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON,
MISSISSIPPI HELD ON FEBRUARY 15, 2005

The Regular Board Meeting was held in the Brandon Library Meeting Room at 1475 West Government Street, Brandon, Mississippi. The Mayor, Truitt Monroe "Roe" Grubbs, Jr., and Aldermen Bianchi, Coker, Johnson, Morris, and Sirmon were present. Aldermen Mangum and Farmer were not present. The invocation was given by Brother Adcock. Presentations, recognitions and announcements: The Brandon Elementary School Venture class came and participated in the Board Meeting. David Wade of CMPPD came and spoke to the Board about the new ward lines. There were no public comments.

Alderman Sirmon exits the board room.

1.

ACCEPT BIDS FOR BASEBALL/SOFTBALL UNIFORMS AND AWARD TO
SIRMON'S ULTIMATE SPORTS

Alderman Morris made the motion to accept the bid for baseball/softball uniforms and to award the same to Sirmon's Ultimate Sports as the lowest and best bid received and to append all referenced and related documents to the Minutes, seconded by Alderman Bianchi, and upon unanimous vote of the members present with the exception of Alderman Sirmon who had exited the board room, the motion carried.

Alderman Sirmon returns to the board room.

2.

CONSENT ITEMS: CONSIDERATION TO APPROVE SPONSORSHIP TO BRANDON HIGH SCHOOL IN THE AMOUNT OF \$500.00 FOR PARTICIPATION IN THE HERITAGE MUSIC FESTIVAL IN NEW YORK CITY; TO RENEW SIGN AT BRANDON HIGH SCHOOL MARK VINSON BASEBALL FIELD; TO APPROVE MELROSE SOUTH PYROTECHNICS AGREEMENT FOR BRANDON IN THE PARK 2005; TO CLOSE NORTH BLACK STREET AKA SMITH STREET FROM HIGHWAY 80 NORTH TO TAMBERIN STREET; TO APPROVE JOHNSON BAILEY HENDERSON MCNEEL PROPOSAL TO DESIGN AND OVERSEE THE PLAYGROUND PROJECT AT BRANDON CITY PARK; TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES WITH CMPDD TO DEVELOP AN EMERGENCY OPERATIONS PLAN; TO HIRE JONATHAN HANNAH AS FULL-TIME FIREFIGHTER; TO ACCEPT RESIGNATION OF SERGEANT GREG DAVIS; TO PROMOTE OFFICER ERIC CISNEROS TO SERGEANT EFFECTIVE FEBRUARY 16, 2005; TO PROMOTE OFFICER DAVID NATIONS TO SERGEANT EFFECTIVE FEBRUARY 16, 2005; TO DECLARE A SURPLUS PROPERTY VARIOUS EQUIPMENT AND AUTHORIZE SALE AT DURHAM AUCTIONS; TO ACCEPT BIDS FOR UNIFORM RENTAL AND CLEANING AND AWARD TO NUWAY UNIFORMS; TO APPROVE AGREEMENT BETWEEN THE CITY AND

LANGFORD WATER ASSOCIATION FOR BILLING OF SEWER SERVICES RE:
AMBIANCE SUBDIVISION; TO HIRE PAULA LYNCHARD AS FULL-TIME
UTILITY CLERK 1 EFFECTIVE FEBRUARY 7, 2005; TO APPROVE CONTRACT
FOR PROFESSIONAL SERVICES WITH CMPDD FOR REVIEW AND UPDATE OF
THE BRANDON ZONING ORDINANCES; TO PURCHASE ONE (1) TORO
REELMASTER UNIVERSAL TURF MOWER AND AMEND THE BUDGET
ACCORDINGLY; TO ENTER INTO A LEASE AGREEMENT WITH LANIER
WORLDWIDE, INC. FOR ONE (1) LANIER MODEL LD127 COPIER; TO APPROVE
ASCAP LICENSING AGREEMENT AND AUTHORIZE PAYMENT; TO ADOPT
THE PRELIMINARY OFFICIAL STATEMENT RESOLUTION, TO APPROVE
DRAFT OF FRONT TEXT OF PRELIMINARY OFFICIAL STATEMENT TO
INSERT IN THE PRELIMINARY OFFICIAL STATEMENT RESOLUTION, AND
BOND RESOLUTION IN RELATION TO THE ISSUANCE OF GENERAL
OBLIGATION BONDS SERIES 2005 IN THE PRINCIPAL AMOUNT OF \$5
MILLION; TO APPROVE RANKIN COUNTY'S PROPOSAL REGARDING TOUCH
SCREENS AND TECHNICAL SUPPORT FOR USE IN THE 2005 MUNICIPAL
ELECTIONS AND AMEND BUDGET ACCORDINGLY; TO ACCEPT QUOTE
FROM ALPHA PRINTING RE: THE VOTER REGISTRATION MAIL OUT AND
BUDGET ACCORDINGLY; TO APPROVE THE DOCKET OF CLAIMS FOR
PERIOD ENDING FEBRUARY 11, 2005; TO APPROVE THE MINUTES OF THE
REGULAR BOARD MEETING OF FEBRUARY 1, 2005; TO APPROVE THE
MANUAL WARRANTS OF JANUARY 2005; AND TO
APPROVE ANNUAL MERIT INCREASES.

Alderman Coker made the motion to approve the sponsorship of the Brandon High School Singer for participation in the Heritage Music Festival in New York City in amount of \$500.00, for the purpose of advertising and bringing into favorable notice the opportunities and possibilities of the City of Brandon, first finding that this mode of advertising is in the best interest of the citizens of the City of Brandon; to renew the sign at the Brandon High School Mark Vinson baseball field in the amount of \$250.00, for the purpose of advertising and bringing into favorable notice the opportunities and possibilities of the City of Brandon, first finding that this mode of advertising is in the best interest of the citizens of the City of Brandon; to approve an agreement Melrose South Pyrotechnics for Brandon in the Park 2005, with the condition that proof of insurance and that the city is added as an additional insured thereon is provided and to authorize the Mayor and City Clerk to execute the same; to close North Black Street also known as Smith Street from Highway 80 North to Tamberlin Street in accordance with MCA 21-37-7 first finding that no due compensation is required as no adjoining land owner is damage thereby, and to append to the Minutes letters from Rankin County and Trustmark Bank relative to the same; to approve an agreement with Johnson Bailey Henderson McNeel to design and oversee the playground project at Brandon City Park; to approve a Professional Services Agreement with CMPDD to develop an emergency operations plan and to authorize the Mayor and City Clerk to execute the same and to amend the budget accordingly; to hire Jonathan Hannah as full-time firefighter effective February 16, 2005 in accordance with the memo from the Emergency Services Director;

to accept the resignation of Sergeant Greg Davis effective February 7, 2005; to promote Officer Eric Cisneros to Sergeant effective February 16, 2005, in accordance with the memo from the Emergency Services Director; to promote Office David Nations to Sergeant effective February 16, 2005, in accordance with the memo from the Emergency Services Director; to declare as surplus property and of no further use to the City of Brandon certain items as set forth in the memo from the Emergency Services Director, and to authorize the sale of the same by Durham Auctions; to accept the bid for uniform rental and cleaning from Nuway Uniforms as the lowest and best bidder; to approve an agreement between the City of Brandon and Langford Water Association for billing of sewer services with regard to Ambiance Subdivision, and to authorize the Mayor and City Clerk to execute the same; to hire Paula Lynchard as full-time Utility Clerk I effective February 7, 2005, in accordance with the memo from the Public Works Director; to approve a professional services contract with CMPDD for review and update of the Brandon Zoning Ordinance, and authorize the Mayor and City Clerk to execute the same; to purchase one (1) Toro Reelmaster Universal Turf Mower and amend the budget accordingly, in accordance with the memo from the Parks and Recreation Director; to approve lease agreement with Lanier Worldwide, Inc. for one (1) Lanier Model LD127 Copier, in accordance with the memo from the City Comptroller, and authorize the Mayor and City Clerk to execute the same; to approve ASCAP licensing agreement and authorize the Mayor and the City Clerk to execute the same and authorize payment of \$260.00; to adopt the following for the issuance of General Obligation Bond Series 2005 in the principal amount of \$5 million: Preliminary Official Statement Resolution, draft of front text of Preliminary Official Statement to insert in the Preliminary Official Statement Resolution, and Bond Resolution; to approve and accept Rankin County's proposal regarding touch screens and technical support for use in the 2005 Municipal Elections and amend the budget accordingly; to accept quote from Alpha Printing regarding the voter registration mail out as the lowest and best quote received, and to amend budget accordingly; to approve the docket of claims for period February 11, 2005; to approve the Minutes of the Regular Board Meeting of February 1, 2005; to approve the manual warrants of January 2005; and to approve the annual merit/salary increases, in accordance with the memo from the City Comptroller; and to append all referenced and related documents to the Minutes, seconded by Alderman Bianchi, and upon unanimous vote the motion carried.

3

PUBLIC HEARING AND ACTION RE: VARIANCE REQUEST AT 113
LONGWOOD DRIVE

The Mayor opened the public hearing with regard to the variance request concerning 113 Longwood Drive and asked for those in favor of or in opposition to the same to come forward and speak. Whereupon no one came forward to speak in favor of the variance request or in opposition thereto. The Director of Community Development advised that the Planning Commission voted unanimously to recommend approval of the request. Thereafter the Mayor closed the public hearing, whereupon Alderman Morris

3

M.B. 000132
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made the motion to approve the variance request and to append the same to the Minutes, seconded by Alderman Sirmon, and upon unanimous vote the motion carried.

4.

PUBLIC HEARING AND ACTION RE: CELLULAR SOUTH VARIANCE REQUEST
ON GREENFIELD ROAD

The Mayor opened the public hearing with regard to the variance request concerning Cellular South and asked for those in favor of or in opposition to the same to come forward and speak. Chad Mullens of Cellular South came and spoke in favor of the request. No one came forward to speak in opposition of the variance request. The Director of Community Development advised that the Planning Commission voted unanimously to recommend approval of the request. Thereafter the Mayor closed the public hearing, whereupon Alderman Morris made the motion to approve the variance request and to append the same to the Minutes, seconded by Alderman Johnson, and upon unanimous vote the motion carried.

5.

EXECUTIVE SESSION

Alderman Bianchi made the motion to consider the need to go into Executive Session to discuss the acquisition of real property, seconded by Alderman Johnson, and upon unanimous vote the motion carried. Alderman Morris then made the motion to go into Executive Session for the reason stated, and specifically to discuss the acquisition of real property on Highway 80, seconded by Alderman Sirmon, and upon unanimous vote the motion carried.

6.

OUT OF EXECUTIVE SESSION

Alderman Coker made the motion to resume the Regular Board Meeting out of Executive Session, seconded by Alderman Morris, and upon unanimous vote the motion carried.

7.

ADOPT RESOLUTIONS RE: ISSUANCE OF GENERAL OBLIGATION BONDS,
SERIES 2005

Alderman Bianchi made the motion to adopt a resolution authorizing and directing the issuance of General Obligation Bonds, Series 2005, of the City of Brandon, Mississippi, in the principal amount of \$5 million to raise money for the purpose of providing funds for constructing, or repairing, improving and equipping parks and public playgrounds, including the construction, repairing, improving and equipping of other recreational facilities; and constructing, repairing, improving and equipping the public buildings, and to adopt a resolution authorizing and ratifying the signing and distribution

of a preliminary official statement for the sale of \$5 million General Obligation Bonds, Series 2005, of the City of Brandon, Mississippi, and to append the same to the Minutes, seconded by Alderman Coker, and upon unanimous vote the motion carried.

8.

AUTHORIZE THE MAYOR AND CITY CLERK AND OTHER CITY PERSONNEL
TO EXECUTE ALL CONTRACTS ON THE CONSENT AGENDA
OF FEBRUARY 15, 2005

Alderman Bianchi made the motion to authorize the Mayor and City Clerk and other city personnel to execute all contracts, agreements and documents approved as consent items herein, seconded by Alderman Morris, and upon unanimous vote the motion carried.

9.

ADJOURN

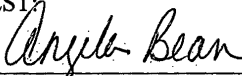
Alderman Johnson made the motion to adjourn the Regular Board Meeting of February 15, 2005, seconded by Alderman Coker, and upon unanimous vote the motion carried.

MINUTES APPROVED THIS THE 1st DAY OF March, 2005.



TRUITT MONROE "ROE" GRUBBS, JR.

ATTEST:



ANGELA BEAN, CITY CLERK



AGREEMENT

WHEREAS, the City of Brandon is organized as a municipality under the laws of the State of Mississippi, Title 21 of the Mississippi Code of 1972, as amended, hereinafter "City"; and

WHEREAS, Langford Water Association, Inc., "Langford" is a duly and lawfully created non-profit corporation, organized and existing under the laws of the State of Mississippi; and

WHEREAS, Distributors, Inc. is the owner of certain real property located at 1046 Hwy. 471, Brandon, Rankin County, Mississippi; and

WHEREAS, the subject property is located within one mile of the city limits of the City. The subject property is located within Langford's Certificate of Public Convenience and Necessity for water service; and

WHEREAS, Langford has agreed to allow the subject property to be connected to the City's water system to provide fire flow water to the subject property only, with Langford retaining the exclusive right to provide potable water to the subject property; and

WHEREAS, Langford has agreed to collect the City's sewer charges for the subject property.

NOW, THEREFORE, for the specific consideration herein expressed and for the further consideration of the covenants, conditions and representation which are set forth herein, the parties do hereby agree as follows:

1. TERM

The effective date of this Agreement is the date finally approved and executed by all parties hereto. As to collection of sewer service charge, this agreement may be terminated by Langford or the City party upon 90 days written notice, in writing. However, prior to the Agreement being

terminated by Langford, Langford agrees to provide the City notice of any problems leading to any such decision and to allow the City a reasonable time to correct the same and in the event the City is unable to reasonably correct such problems and this Agreement is terminated by Langford, Langford agrees to provide the City a reasonable time to make such modifications to the City's sewer service to collect the same directly from the customer, and to allow the City reasonable access to read Langford's water meters. Langford acknowledges that the effort of collecting sewer charges without an agreement by Langford to do so will be problematic for the City in providing sewer service to the subject property and therefore Langford agrees that it will not terminate this Agreement unless there exists reasonable circumstances which imperil the integrity of Langford's system or the provision of water service to its customers, which cannot be addressed by the City to Langford's reasonable satisfaction. As to the agreement pertaining to allowing the subject property to be connected to the City's water system for fire flow/protection service only, Langford acknowledges that the reason therefore is because the City's water system can provide the required water service to the subject property for fire flow/protection to maximize the use of the subject property for warehousing purposes and at the same time optimize the cost of insurance therefor. In the event the Agreement is terminated by Langford in this respect, Langford agrees that prior to doing so, it will have sufficient systems in place to provide water flow for fire flow/protection purposes to the subject property at or exceeding the level provided by the City for this purpose, and that it will permit the subject property to be connected to its system at no additional cost to the owner of the subject property (acknowledging that the owner of the subject property paid all of the expenses required to connect to the City's system for fire flow/protection purposes), and that Langford will allow a reasonable time for the subject property to be connected to its system for such purposes.

2. PURPOSE

The purpose of this Agreement is to describe the services to be provided by and between Langford and the City.

3. POWERS OF THE PARTIES

The City is organized as a municipality under the laws of the State of Mississippi found in Title 21 of the Mississippi Code of 1972, as amended. It has authority to enter into such contracts by virtue of those statutes. Langford is a non-profit corporation organized in accordance with Mississippi law and is specifically given authority to enter into this contract by the laws of the State of Mississippi and its Bylaws. By the execution of this Agreement, the signatories hereto acknowledge that they have been given specific authority to execute the same and that said authority is reflected in the minutes of their respective boards.

4. GENERAL OBLIGATIONS

Water Service

1. Langford has the sole responsibility and obligation to and shall provide water service to the subject property and will provide potable water service to the subject property.
2. Langford, while having the exclusive authority to provide all water service to the subject property, authorizes the City to allow the subject property to connect to the City's water system for fire flow/protection purposes only.

Sewer Service

1. Langford and the City agree that in conjunction with sewer service the subject property that the following provisions shall apply.

- a. Langford shall collect the City's charges for sewer service at the same time that it collects its charges for water service.
 - b. The City's charges for sewer service will be based upon monthly meter readings to be performed by Langford.
 - c. The City shall timely provide to Langford, its rates for sewer service and shall notify Langford of any changes in such rates in a timely manner.
2. Langford shall remit to the City on the 10th day of each month, the total amount of sewer charges collected, less the cost to process, collect and remit the same as set forth herein, and shall provide therewith to the City, a listing of the individual reading, the amount billed and the amount collected and any accounts in arrears and the amounts thereof.
4. Langford shall charge the customer account for the subject property, the sum of \$ 2.00 per bill, to process, collect and remit such sewer charges to the City. It is agreed and understood that the cost to process, collect and remit the sewer charges to the City shall be reasonable and is subject to change, with reasonable notice to the City as reasonably determined by Langford, based on all applicable costs factors in providing such service.
 - a. The City shall be responsible for receiving the application for sewer service for the subject property , and assessing and collecting any deposit, and sewer tap-on and related connection fees for the sewer service to the subject property.
 - b. Upon request of the City, Langford shall cause water service to the subject property to be disconnected from its system for failure to timely pay for sewer service, in accordance with Langford's cut-off policies for water service.

c. In the event Langford is required to cut-off service as described in 4(b), Langford shall advise the City of this occurrence as and when it remits to the City the sewer charges and status listing.

d. Langford shall not be responsible for the payment to the City of any amount charged for sewer service by the City which is not collected by Langford; however, Langford agrees that it will not allow the customer to reconnect to its water system unless and until it has resolved the matter of any unpaid sewer charges with the City and the City has advised Langford that the customer has made acceptable arrangements for re-connection to the City's sewer system. Langford shall not be responsible for collecting any unpaid arrearage to the City resulting in the customer's disconnection from service.

f. The City shall provide to Langford, to provide to the customer, the City's grievance procedures in disputing any sewer charge. In the event it requests administrative review/action with regard to any sewer charge, Langford shall not cut-off the customer for the non-payment of such disputed sewer charges or collect such disputed sewer charges until the City has advised Langford in writing as to the resolution of any such dispute. To the extent the City directs Langford to proceed with discontinuing service for any disputed sewer charge, to the extent permitted by law, the City shall defend and indemnify Langford for any claims by the customer arising therefrom.

5. MODIFICATION TO SERVICE, FEES, EXPENSES

1. Langford and the City reserve the right, at any time, to make or amend their ordinances, rules and regulations and policies and/or procedures related to providing water and sewer service to the subject property.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the 2nd
day of May, 2006.

ATTEST:

Angela Bean
CITY CLERK/ADMINISTRATOR



CITY OF BRANDON

BY:

Carlo Martella
CARLO MARTELLA, MAYOR

LANGFORD WATER ASSOCIATION, INC.

BY:

Don Bass
DON BASS, PRESIDENT

ATTEST:

Souya W Blackwell
~~SECRETARY~~ / Office Manager



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLY BETH DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: COMMODITY BIDS FOR APPROVAL

Asking for your consideration to approve the commodity bids listed below as received by the City of Brandon and award the bids to the best and/or lowest bidder for each. These commodity bids will be effective October 8, 2024, through September 30, 2025.

- Polypropylene Resin Storm Drain Pipe
 1. Eagle Pipe & Supply LLC
 2. Coburn's Supply
 3. Ferguson Enterprises LLC
 4. Southern Pipe & Supply
- Sewer Pipe
 1. Coburn's Supply
 2. Southern Pipe & Supply Company – 1st Alternate
 3. Ferguson Enterprises LLC – 2nd Alternate
- C900 Water Pipe
 1. Eagle Pipe & Supply LLC
 2. Coburn's Supply – 1st Alternate
 3. Ferguson Enterprises LLC – 2nd Alternate
 4. Southern Pipe & Supply – 3rd Alternate
- Concrete Storm Drain Pipe
 1. Southern Pipe & Supply
- Road Striping
 1. Traffic Control Products
- Chlorine
 1. Allied Universal Corp
 2. PVS DX Inc – 1st Alternate
 3. Amerimac Chemical – 2nd Alternate



- Sodium Fluoride
 1. Univar Solutions USA LLC
 2. Chemrite – 1st Alternate
 3. Amerimac Chemical – 2nd Alternate
- Hydrated Lime
 1. Amerimac Chemical
- Yard Restoration & Sod Installation
 1. Murphy's Lawn & Landscape
 - NOTE: A second bid for Yard Restoration and Sod Installation was received from Amerimac. However, the bid submittal from Amerimac did not meet the bid spec requirements.
- Grinder Pump Systems – NO BIDS RECEIVED
- Concrete – NO BIDS RECEIVED

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

ATTACHMENTS:

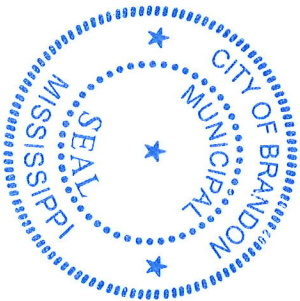
- Commodity Bid Tabs

PROJECT: C900 WATER PIPE COMMODITY FY 25
Bid # 2024-08
September 26, 2024 at 10:00 a.m.

C900 WATER PIPE (PER LINEAR FOOT)					
COMPANY	4"	6"	8"	10"	12"
Coburn's Supply	\$5.67	\$11.58	\$19.86	\$30.10	\$42.39
Eagle Pipe & Supply LLC	\$5.80	\$11.25	\$19.25	\$28.50	\$40.70
Ferguson Enterprises LLC	\$7.77	\$15.93	\$27.27	\$40.91	\$57.59
Southern Pipe & Supply Co.	\$6.03	\$12.36	\$21.15	\$31.81	\$44.75

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.


Rebecca Pevey, Deputy City Clerk



PROJECT: CHLORINE/SODIUM FLUORIDE COMMODITY FY25

Bid # 2024-09

Septmeber 26, 2024 at 10:10 a.m.

COMPANY	DESCRIPTION	PRICE
Allied Universal Corp.	150 pound cylinder of Chlorine	\$207.00
	50 pound bag of Sodium Fluoride	NO BID
Amerimac Chemical	150 pound cylinder of Chlorine	\$400.20
	50 pound bag of Sodium Fluoride	\$4.60/lb
Chemrite, Inc.	150 pound cylinder of Chlorine	NO BID
	50 pound bag of Sodium Fluoride	\$1.86/lb
PVS DX Inc.	150 pound cylinder of Chlorine	\$375.00
	50 pound bag of Sodium Fluoride	NO BID
Univar Solutions USA LLC	150 pound cylinder of Chlorine	NO BID
	50 pound bag of Sodium Fluoride	\$1.79/lb.

** price is \$230.00/50 lb bag
** 44 bag min order

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.


Rebecca Pevey, Deputy City Clerk



PROJECT: CONCRETE COMMODITY FOR FY25

Bid # 2024-10

September 26, 2024 at 10:20 a.m.

COMPANY	DESCRIPTION	UNIT	UNIT PRICE
NO BIDS	Class C Mix, 2500 PSI	YARD	
	Class C Mix, 2500 PSI with fibers	YARD	
	Class C Mix, 3000 PSI	YARD	
	Class C Mix, 3500 PSI with fibers	YARD	
	Class C Pea Gravel, 2500 PSI	YARD	
	Class C Pea Gravel, 2500 PSI with fibers	YARD	
	Class C Pea Gravel, 3500 PSI	YARD	
	Class C Pea Gravel, 3500 PSI with fibers	YARD	
	Flowable fill	YARD	

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.

Rebecca Pevey

Rebecca Pevey, Deputy City Clerk



PROJECT: CONCRETE STORM DRAIN PIPE COMMODITY FOR FY25

Bid # 2024-11

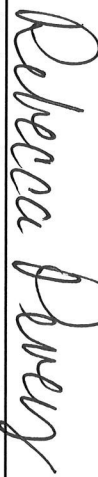
September 26, 2024 at 10:30 a.m.

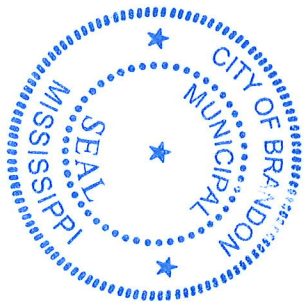
COMPANY	ROUND PIPE	PER FOOT	EQUIVALENT ARCH PIPE	PER FOOT
Southern Pipe & Supply	15"	\$25.00	15"	\$36.96
	18"	\$30.43	18"	\$44.57
	24"	\$43.48	24"	\$61.96
	30"	\$61.96	30"	\$73.91
	36"	\$80.43	36"	\$101.09
	42"	\$104.35	42"	\$131.52
	48"	\$134.78	48"	\$167.39
	54"	\$188.04	54"	\$202.17

* \$375.00 delivery fee for partial load

* \$450.00 delivery fee for full load

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.


Rebecca Pevey, Deputy City Clerk



**PROJECT: GRINDER PUMP SYSTEMS COMMODITY FY25
(MATERIALS, INSTALLATION, AND/OR REPAIRS)**

Bid # 2024-12

September 26, 2024 at 10:40 a.m.

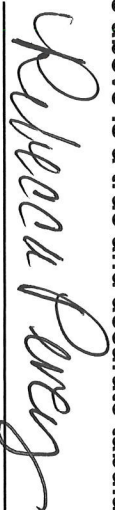
COMPANY	DESCRIPTION	UNIT	UNIT PRICE
	LABOR		
	Service Call/Repair Rate	HR	NO BIDS
	(regular business hours - M-F 7am-4 pm)		
	Service Call/Repair Rate	HR	
	(after hours - any time other than M-F 7am-4pm)		
	MATERIALS		
	Complete System Installed		
	(Labor, Equipment & Materials)	LS	
	Grinder Pump (Materials Only)	EA	
	Fiberglass Basin - 24 x 60 (Materials Only)	EA	
	Control Panel (Materials Only)	EA	
	Floats (Materials Only)	EA	
	Power Supply Line	LF	
	Service Line	LF	
	Check Valve and Box	EA	
	1-1/4" Force Main	LF	
	1-1/2" Force Main	LF	
	2" Force Main	LF	
	2-1/2" Force Main	LF	
	3" Force Main	LF	
	1-1/4" Uncased Bore	LF	
	1-1/2" Uncased Bore	LF	
	2" Uncase Bore	LF	
	2-1/2" Uncased Bore	LF	
	3" Uncased Bore	LF	

PROJECT: GRINDER PUMP SYSTEMS COMMODITY FY25
(MATERIALS, INSTALLATION, AND/OR REPAIRS)

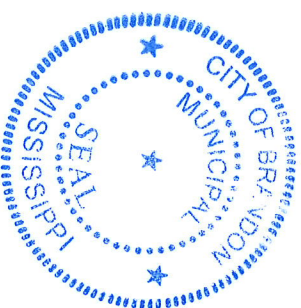
Bid # 2024-12

September 26, 2024 at 10:40 a.m.

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.



Rebecca Pevey, Deputy City Clerk

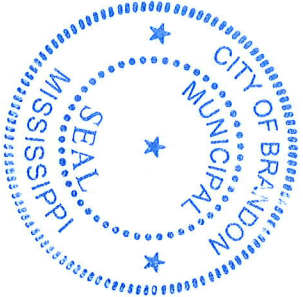


PROJECT: HYDRATED LIME COMMODITY
FOR FY25
Bid # 2024-13
September 26, 2024 at 10:50 a.m.

COMPANY	UNIT	UNIT PRICE
Amerimac Chemical	TON	\$825.00
Univar Solutions	TON	NO BID

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.


Rebecca Pevey, Deputy City Clerk



PROJECT: POLYPROPYLENE RESIN STORM DRAIN PIPE COMMODITY FOR FY25

BID# 2024-14

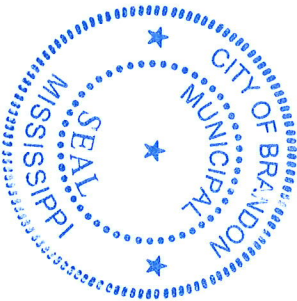
September 26, 2024 at 11:00 a.m.

COMPANY	15"	18"	24"	30"	36"	42"	48"
Coburn's Supply	\$15.87	\$21.47	\$32.45	\$50.00	\$65.22	\$80.65	\$108.70
Eagle Pipe and Supply LLC	\$15.87	\$21.47	\$32.45	\$50.00	\$65.22	\$80.65	\$108.70
Ferguson Enterprises LLC	\$15.87	\$21.47	\$32.45	\$50.00	\$65.22	\$80.65	\$108.70
Southern Pipe	\$15.87	\$21.47	\$32.45	\$50.00	\$65.22	\$80.65	\$108.70

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

September 26, 2024

Rebecca Pevey
Rebecca Pevey, Deputy City Clerk



PROJECT: SEWER PIPE COMMODITY FY25

Bid # 2024-15

September 26, 2024 at 11:10 a.m.

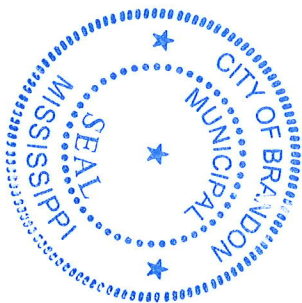
COMPANY	SDR 26	Per LF	SDR 35	Per LF
Coburn's Supply	4"	\$3.15	4"	\$2.29
	6"	\$6.96	6"	\$5.23
	8"	\$12.58	8"	\$9.50
	10"	\$19.80		
	12"	\$28.46		

Ferguson Enterprises LLC	4"	\$4.21	4"	\$3.05
	6"	\$9.46	6"	\$7.11
	8"	\$17.13	8"	\$12.95
	10"	\$26.65		
	12"	\$38.36		

Southern Pipe & Supply Co., Inc.	4"	\$3.29	4"	\$2.62
	6"	\$7.33	6"	\$5.62
	8"	\$13.30	8"	\$10.13
	10"	\$20.72		
	12"	\$29.75		

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.

Rebecca Pevey
Rebecca Pevey, Deputy City Clerk



PROJECT: ROAD STRIPING COMMODITY FOR FY25

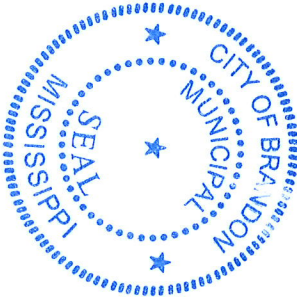
Bid # 2024-016

September 26, 2024 at 11:20 a.m.

COMPANY	DESCRIPTION	UNIT	UNIT PRICE
TRAFFIC CONTROL PRODUCTS	SPRAY PAINT (40 MILS)		
	PAINT-CONTINUOUS WHITE	LF	\$1.10
	PAINT-CONTINUOUS YELLOW	LF	\$1.10
	PAINT-SKIP WHITE	MILE	\$2,650.00
	PAINT-SKIP YELLOW	MILE	26,500.00
	DETAIL STRIPE-4" EQUIVALENT	LF	\$5.50
	LEGENDS	SF	\$16.50
	THERMOPLASTIC		
	CONTINUOUS WHITE (60 MIL)	LF	\$1.25
	CONTINUOUS YELLOW(90 MIL)	LF	\$1.45
	SKIP WHITE (90 MIL)	MILE	\$3,025.00
	SKIP YELLOW (90 MIL)	MILE	\$2,925.00
	DETAIL STRIPE-4" EQUIVALENT (120 MIL)	LF	\$5.50
	LEGENDS (120 MIL)	SF	\$16.50
	RAISED PAVEMENT MARKERS	EACH	\$20.00
	PARKING LOT STRIPING (15 MIL DETAIL PAINT)		
	CONTINUOUS WHITE	LF	\$3.30
	CONTINUOUS YELLOW	LF	\$3.30
	PARKING SPACE WHITE	LF	\$3.30
	PARKING SPACE YELLOW	LF	\$3.30
	DETAIL STRIPE 4" EQUIVALENT	LF	\$3.30
	LEGENDS	SF	\$16.50

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.


Rebecca Pevey, Deputy City Clerk



PROJECT: YARD RESTORATION SOD INSTALLATION COMMODITY FY25

Bid # 2024-17

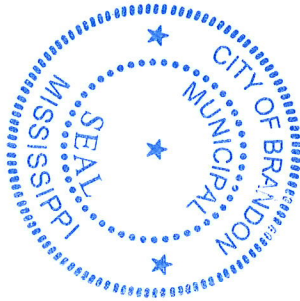
September 26, 2024 at 11:30 a.m.

COMPANY	Sod Installed	Unit	Unit Price
Murphy's Lawn & Landscape	Bermuda	SQ FT	\$1.34
	Centipede	SQ FT	\$1.45
	St. Augustine	SQ FT	\$1.64

This is to certify that the above is a true and accurate tabulation of bids received on September 26, 2024.

Rebecca Pevey

Rebecca Pevey, Deputy City Clerk





1000 Municipal Drive
Brandon, MS 39042
(601) 825-5021
www.brandonms.org

BID FORM

Sealed bids will be received by the City of Brandon, Mississippi, until 11:30 a.m. local time, on September 26, 2024, in the office of the City Clerk, 1000 Municipal Drive, Brandon, Mississippi, 39042.

Bid for the following:

YARD RESTORATION AND SOD INSTALLATION

Bidder shall bid PER SQUARE FOOT for sod delivered and installed price as listed below:

Bermuda Sod Installed	\$ <u>1.34</u> /SQ FT
Centipede Sod Installed	\$ <u>1.45</u> /SQ FT
St. Augustine Sod Installed	\$ <u>1.64</u> /SQ FT

Price is for all types of sod and includes any grading required to create a smooth transition with existing grades. Sod shall be fresh cut and in good condition. Brown or heavily yellowed sod will not be accepted. Sod shall be delivered and installed at various work sites in the City of Brandon as requested.

Price shall remain in effect from October 1, 2024, through September 30, 2025. The City will have the option to renew the bid agreement for three additional years after the initial year of service. Annual increases in the contract amount are limited to the lesser of the CPI or 5%.

The bid must be received in a sealed envelope, which is marked in the lower left-hand corner with "Bid Number 2024-17" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING. Electronic bids can be submitted at www.centralbidding.com and any questions relating to the electronic process should be directed to Central Bidding at 225-810-4814.

The City reserves the right to reject any or all bids, to accept any bid deemed to be in the best interest of the City, and to waive informalities.

By: Butch Lee, Mayor
Mary Ann Hess, City Clerk

Publication Dates: _____



1000 Municipal Drive
Brandon, MS 39042
(601) 825-5021
www.brandonms.org

BID FORM

Sealed bids will be received by the City of Brandon, Mississippi, until 11:30 a.m. local time, on September 26, 2024, in the office of the City Clerk, 1000 Municipal Drive, Brandon, Mississippi, 39042.

Bid for the following:

YARD RESTORATION AND SOD INSTALLATION

Bidder shall bid PER SQUARE FOOT for sod delivered and installed price as listed below:

Bermuda Sod Installed \$ 280/450 SQ FT

Centipede Sod Installed \$ 280/450 SQ FT

St. Augustine Sod Installed \$ 380/450 SQ FT

Price is for all types of sod and includes any grading required to create a smooth transition with existing grades. Sod shall be fresh cut and in good condition. Brown or heavily yellowed sod will not be accepted. Sod shall be delivered and installed at various work sites in the City of Brandon as requested.

Price shall remain in effect from October 1, 2024, through September 30, 2025. The City will have the option to renew the bid agreement for three additional years after the initial year of service. Annual increases in the contract amount are limited to the lesser of the CPI or 5%.

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By: Butch Lee, Mayor
Mary Ann Hess, City Clerk

Publication Dates: _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/17/2024
SUBJECT: CONSIDERATION TO APPROVE 100 GB OF ADDITIONAL DATA

ATTACHMENTS:

1. Memo- iWorqs data increase
2. Brandon MS_iWorQ Storage Upgrade Service Agreement
3. iWorQBilling 2023-2024(6)



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: SAM HAWKINS
CC: MARK BAKER, ANGELA BEAN
BOARD AGENDA: SEPTEMBER 23, 2024
SUBJECT: IWORQS DATA STORAGE

Consideration to approve 100 GB of additional data storage with iWorqs at a cost of \$250.00 annually. The office of Community Development has used approximately 70% of the current 100 GB of available data storage and would like to increase that amount to 200 GB. This addition would increase the annual invoice amount from \$9,189.00 to \$9,439.00.

Below are the costs for additional storage -

Additional Storage

GB	Price
100	\$250/annually
200	\$500/annually
300	\$750/annually

ATTACHMENTS:

Storage upgrade service agreement

Invoice from previous year 2023-2024

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Brandon, MS hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week.

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.

Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Prior to the expiration of the initial 3-YEAR TERM (the "Initial Term"), either party may terminate this Agreement, by providing the other party with a Sixty (60) days' written notice prior to the effective date of the expiration. Should Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless either party provide notice of termination or non-renewal no less that sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Any legal action or proceeding related to this Agreement must be brought and determined in the State of Utah and may not be brought or determined in any other forum or Jurisdiction.

Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Brandon, MS	Population- <u>23826</u>
1000 Municipal Drive Brandon, MS 39042	Prepared by: Sabrina Treasure

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
License Management - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation -Online Renewal Capabilities	\$13,154.00 \$1,650.00	Annual
Citizen Engagement Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.	\$1,489.00	Annual
Citizen Engagement Package includes: *Citizen Engagement - Drive citizen satisfaction, streamline communication and reduce overhead costs. - Allow citizens & employees to submit problems, including photos and locations, links to agency website, and seamlessly access those items in the iWorQ software through the Online Portal.	\$1,000.00	Annual
Additional Forms - Adds additional forms to the account equal to the amount listed under item IV in the notes section below	\$500.00	Annual
Community Development (Basic) *Permit Management *Code Enforcement -Available on any computer, tablet, or mobile device using Chrome Browser -Track permits and cases with customizable reporting -Track fees and payments -Inspection and plan review tracking -Track violations, activities and follow ups -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters	\$4,550.00	Annual
Premium Data (Custom) - Base of 25MB upload size and a custom total of data storage detailed below under note IV.	\$250.00	Annual

Subscription Fee Total (This amount will be invoiced each year)	\$9,439.00	
--	-------------------	--

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$	\$	Year One
Up to 5 hours of GIS integration and data conversion	\$	\$	Year One
Data Conversion (see attached guidelines Appendix B)	\$	\$	Year One
One-Time Setup Total (This amount will be added year 1)	\$0.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement comes with a total of 8 forms and now 300 GB of total storage.
- V. This agreement combines existing services totaling \$9,189 with proposed added services (Additional 100 GB of Storage) totaling \$250 for a new annual total of \$9,439. Added services may be prorated.
- VI. If signed by September 30th, services will be covered through Nov 1, 2024.



P.O. Box 3784
Logan, UT 84323
USA



INVOICE

Invoice Number: 201582

Invoice Date: 10/02/2023

Account Number: 1314

Bill To:

Brandon, MS
Attn: Susan Rankin
PO Box 1539
Brandon, MS 39043

Description:

Period: November 2023 - October 2024

Customer ID	Customer PO	Payment Terms	
Brandon, MS		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		11/01/2023

Quantity	Item	Unit Price	Amount
1	Business License Management (Basic) -	\$1,650.00	\$1,650.00
1	Citizen Engagement Package - Permit Management	\$1,489.00	\$1,489.00
1	Citizen Engagement Package - Citizen Request	\$1,000.00	\$1,000.00
1	Additional Web Forms for Online Portal -	\$500.00	\$500.00
1	Community Development (Basic) -	\$4,550.00	\$4,550.00
	iWorQ Systems Internet Software Management and Support November 2023 - October 2024		

Check/Credit Memo No:	Total Invoice Amount	\$9,189.00
	Outstanding Balance	\$0.00
	Total Payments Applied	\$9,189.00
	Credit Applied	\$0.00
	TOTAL	\$0.00

Payment for invoice may be paid online via credit card at <http://payments.iworq.net>

Please contact Billing@iworq.com to update BILL TO information. Thank you.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 09/25/2024
SUBJECT: CONSIDERATION TO APPROVE TRAVEL TO NATCHEZ, MS FOR

ATTACHMENTS:

1. Memo- Travel to BOAM 2024 Winter Conf
2. conference agenda



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: SAM HAWKINS
CC: MARY ANN HESS, MARK BAKER
BOARD AGENDA: OCTOBER 7, 2024
SUBJECT: REQUEST PERMISSION FOR JESSE GREEN AND RANDY BARNES TO TRAVEL TO NATCHEZ, MS TO ATTEND THE BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI (BOAM) WINTER CONFERENCE ON DECEMBER 4 - 6, 2024

Consideration to approve travel to Natchez, MS for the Building Officials Association of Mississippi winter conference on December 4-6, 2024 for Jesse Green and Randy Barnes and pay any associated travel expenses.

The conference will be focusing on Legal Aspects of Code Administration and Report Writing for Code Officials.

This is a budgeted item.

ATTACHMENTS:

Registration Form
Conference Schedule

Special Thanks to our Sponsors!

Platinum Sponsors



Gold Sponsors



Bronze Sponsors



Building Officials Association Of Mississippi



WINTER CONFERENCE & TRAINING EVENT

DECEMBER 4TH – DECEMBER 6TH, 2024

2024 BOAM BOARD OFFICERS

President James Gentry
[Jgentry@southaven.org](mailto:jgentry@southaven.org)

Vice President Terry Williamson
Twilliamson@ci.pontotoc.ms.us

Treasurer Drew Smith
Drew.smith@ridgelandms.org

Secretary Amy Heath
Amyheath@cityofpetal.com

Two Year Director Kelly Henderson
Kelly.henderson@co.harrison.ms.us

Two Year Director Bryan Riley
Bmriley@desotocountymms.gov

One Year Director Brian Measells
Bmeasells@rankincounty.org

One Year Director Eric Thomas
ethomas@visitnewalbany.com

Natchez Grand Hotel
111 Broadway St.
Natchez, MS 39120

601-446-9994 866-488-0898



Wednesday**December 4, 2024**

7:30-9:00	Registration & Sign in Vendors Set Up
9:00-10:15	Tim Ryan: Legal Aspects of Code Administration
10:15-10:30	Break
10:30-12:00	Tim Ryan: Legal Aspects of Code Administration
12:00-1:00	Lunch (On your own)
1:00-1:30	Vendor Presentation
1:30-3:00	Tim Ryan: Legal Aspects of Code Administration
3:00-3:15	Break
3:15-5:00	Tim Ryan: Legal Aspects of Code Administration
5:00	Adjourn

Thursday**December 5, 2024**

7:30-8:30	Sign in & Late Registration
8:30	Invocation & Pledge of Allegiance
8:30-10:00	Tim Ryan: Report Writing for Code Official
10:00-10:15	Break
10:15-12:00	Tim Ryan: Report Writing for Code Official
12:00-1:00	Lunch (On your own)
1:00-2:00	Vendor Presentation
2:00-3:00	Tim Ryan: Report Writing for Code Official
3:00-3:15	Break
3:15-5:00	Tim Ryan: Report Writing for Code Official
5:00	Adjourn

Friday**December 6, 2024**

8:00-8:30	Invocation & Pledge of Allegiance MS State Board of Contractors
8:30-9:45	Region IX Meeting
9:45-10:00	Break
10:00-11:00	BOAM Business Meeting
11:00	Adjourn

**PREFERRED
EDUCATION
PROVIDER**

Tim Ryan served the City of Overland Park for 45 years; all in the Building Safety Division. He served that community as a field inspector, plans examiner, field supervisor and as Code Administrator from 1998 until 2017. He currently serves as the Executive Director of the International Building Officials Association and as a National and International Code Consultant. Tim graduated from Pittsburg State University with a Bachelor of Science Degree in Construction Management and Technology in 1978. He has been certified in 15 separate categories of building code administration and management. During his career, he has served on approximately 30 task force groups, ad hoc and administrative committees at the local, state and national levels. He is well recognized as a public speaker and is highly regarded as an instructor on several topics of building and fire codes, including existing buildings, legal aspects of code administration, leadership, and management. He served on the Board of Directors for the Building Officials and Code Administrators (BOCA), Intl. model code organization from 1993 through 2002, including as the last full-term President of BOCA before merging with ICBO and SBCCI to form the International Code Council. He then served 7 years on the Board of Directors for the International Code Council. He served on the Board of Directors for the National Institute of Building Sciences from 2006 through 2021. Starting in 2012, he served as one of six board members to be appointed to the NIBS Board by the President of the United States; Tim was appointed by President Obama in 2012. He has been a member of the ICC Codes and Standards Council, is currently a member of the ICC Code Correlation Committee and serves as a moderator for the ICC Code Development hearings. In 2012, Tim was awarded ICC's Bob Fowler award for his outstanding leadership in furthering a safer built environment in 2012. Tim was awarded the Mortimer M. Marshal Award from the National Institute of Building Sciences in January 2018 for outstanding lifetime achievement.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM:
DATE: 10/02/2024
SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT REVIEW APPL

ATTACHMENTS:

1. 24-035 Staff Report - Development Review

Application # 24-035
Date Received: August 29, 2024
Subject Property: Parcel #: I09B000012 00000
Applicant: Gilreath Construction



STAFF REPORT

CASE # 24-035

Subject Matter: Development Review Application

Subject Property: 2.64 Acres located on Tanglewood Drive
Parcel No: I09B000012 00000

Zoning District: II: Light Industrial

Ward: 1 - Craine

Description:

Consideration of an application for development review for Gilreath Construction to construct a 9,000 +/- square foot building. The primary use will be various office / warehouse types which meet all the requirements in The City of Brandon for Light Industrial zoning district. (Parcel #: J09B000012 00000).

4.4.5 Industrial uses.

8. Warehouse.

- i. Definition: A facility used primarily for the inside storage and distribution of goods and materials, which includes land and buildings used as a relay station for the transfer of goods from one vehicle or party to another, and the parking and storage of tractor and/or other trailer units.
- ii. Districts permitted: I-1, I-2, ORC.
- iii. Parking: One parking space for each 1,000 square feet of gross floor area; plus one space for each vehicle operating from the premises.
- iv. Loading: One loading space for 10,000 square feet of floor area.
- v. Additional standards:
 - The parking and storage of tractor and/or other trailer units does not allow the storage either of empty inoperable trailers or trailers as storage units themselves.

4.4.7 Office uses.

1. Office.

- i. Definition: Places of business of individuals engaged in providing personal services, such as attorneys, architects, accountants, real estate brokers, and similar professions.
- ii. Districts permitted: NC, CC, RC, I-1, I-2, ORC, VMU, PUD, TND.
- iii. Parking: One space per 300 square feet of floor area.
- iv. Loading: One loading space for 10,000 square feet of floor area.
- v. Additional standards: None.

Application # 24-035
Date Received: August 29, 2024
Subject Property: Parcel #: I09B000012 00000
Applicant: Gilreath Construction

Staff Recommendation: The staff recommends conditional approval with the provision of a complete Civil Engineering set of drawings which addresses the following concerns:

- Roadway is labeled incorrectly to the west of site.
- Parking lot shall be paved and have curb and gutter.
- Please provide lighting plan per city requirements.
- Please provide landscape plan per city requirements.
- Please provide hydraulic report.
- Light duty concrete detail for concrete is missing.
- What type of pipe is being used for roof drainpipe to pond?
- Water service saddles shall be double strapped brass.
- Provide details for emergency spillway. It appears if the emergency spillway is activated, it will drain directly onto neighbor? Please confirm there are no adverse impacts from this with a letter from EOR stating zero adverse impacts.
- Extending the sewer line is not typically the city's responsibility. There is also a sewer line along Old HWY 471 that should be investigated to determine if the grades will allow for connection.
- Sewer manhole details required.
- Provide storm drainpipe installation requirements/details.
- Will this site have a dumpster?
- It also calls for thrust restraints at all bends t's and fittings, but shows no detail.
- We want to see a hydrant as that is 540 feet from the nearest one and the FCD location.
- We need to know building height, materials, life safety information, Mechanical, Electrical, Plumbing information.

With these provisions, the staff recommends the approval of the proposed development to move forward and complete the plans as directed by the Director of Community Development and the Architectural Review Board.

If the Mayor and Board of Aldermen approve the request, the applicant will produce the requested information, obtain a permit and pay any associated permit and license fees prior to commencing work.

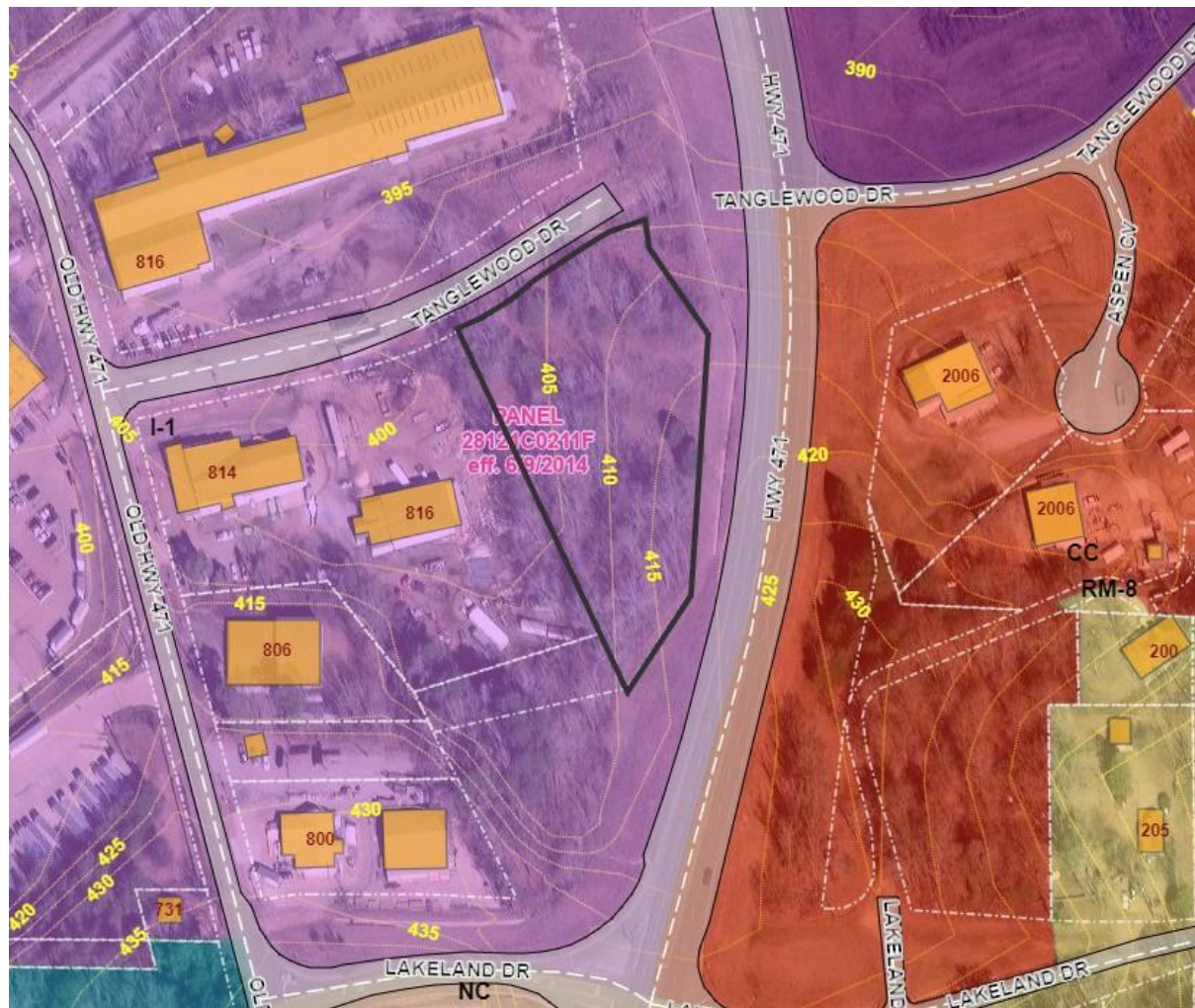
Notice Filed in Paper: N/A

Report Prepared By: Sam Hawkins, Community Development Director

Exhibits:

- A) Location and Zoning Map
- B) Development Review Application
- C) Supplemental Documentation

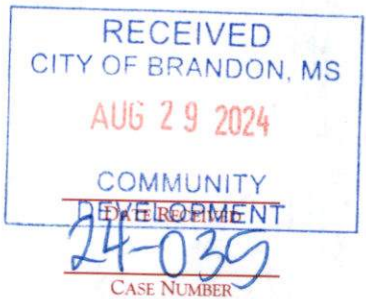
Applicant: Gilreath Construction





COMMUNITY DEVELOPMENT

Development Review
Application



<u>Gilreath Construction Corporate Office</u>		<u>Tanglewood Dr.</u>
Project Name or Description		Project Address
<u>Commercial Site Plan</u>	<u>109B-12</u>	<u>2.04</u>
Application Type	Parcel Number	Size of Subject Property in Acres
<u>I-1: Light Industrial</u>	<u>Vacant, wooded lot</u>	<u>Light Industrial Business</u>
Current Zoning Classification	Current Use of Property	Proposed Use of Property
Brief Description of Proposed Development Development to consist of construction of new light industrial building (+-9000 sf) including improvements to the site as necessary.		
<u>City of Brandon</u>	<u>City of Brandon</u>	<u>Entergy Mississippi, Inc.</u>
Water Service	Sewer Service	Electric Service
<u>Gilreath Construction Company, LLC</u>		<u>Rob Gilreath</u>
Applicant		Contact Name
<u>140 Old US 80 Ste. C</u>		<u>601-825-8256 (Office) / 601-573-5325 (Cell)</u>
Address		Telephone
<u>Brandon</u>	<u>MS</u>	<u>39042</u>
City	State	Zip Code
<u>rob@gilreathconstruction.com</u>		<u></u>
Email		
<u>Owner (if different from applicant)</u>		<u>Contact Name</u>
<u>Address</u>		<u>Telephone</u>
<u>City</u>	<u>State</u>	<u>Zip Code</u>
City	State	Zip Code
<u>Email</u>		<u></u>
Email		

STAFF ONLY

<u>Accepted By</u>	<u>Project Coordinator</u>	<u>iWorQ Reference Number</u>	<u>Review Fees</u>
<u>Board Review Date</u>		<u>Board Action</u>	

Permit Holder's Signature:

George R. Gilreath Jr.

Date: 08/29/2024

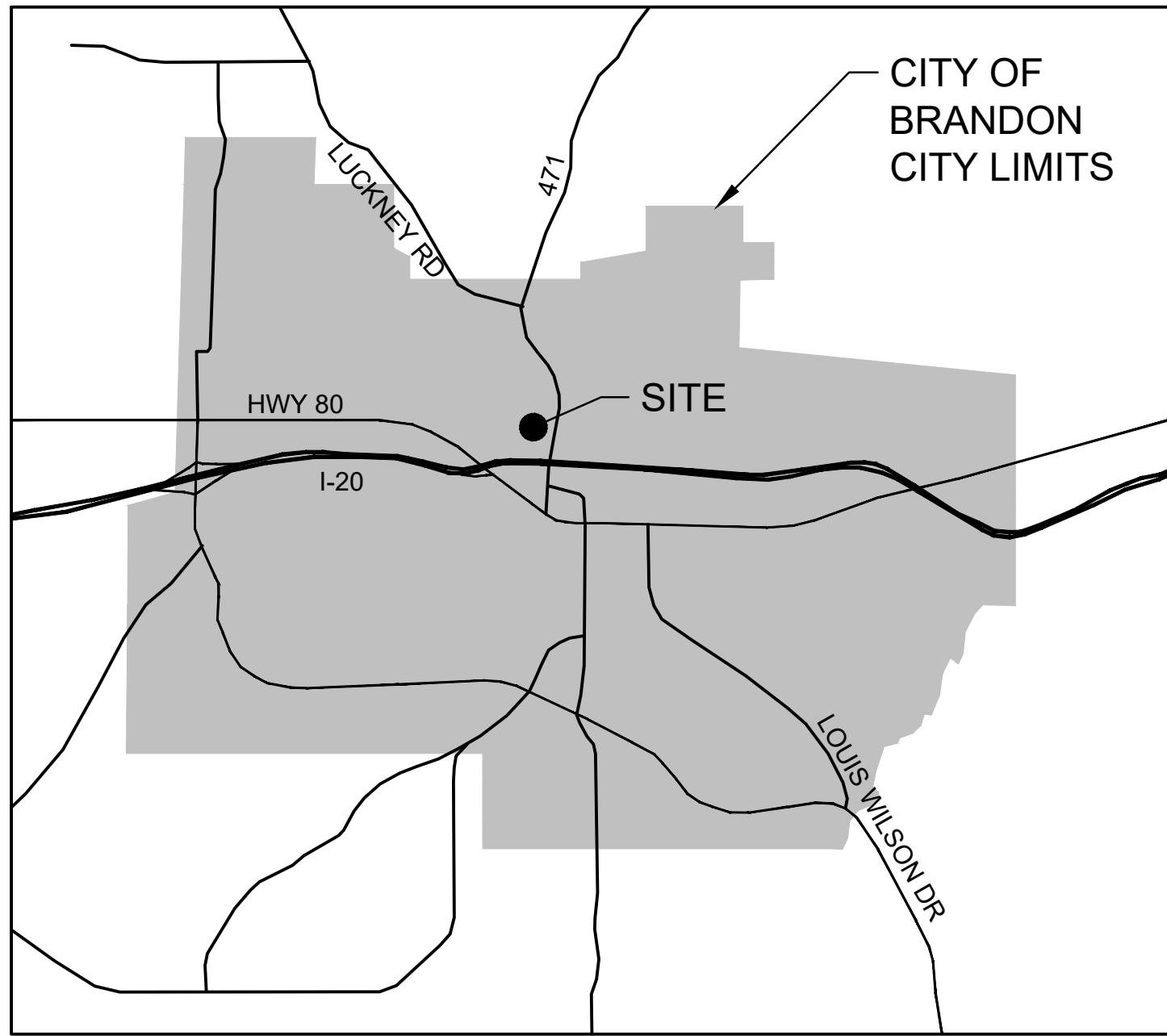
permitting@brandonms.org

GILREATH CONSTRUCTION CO.

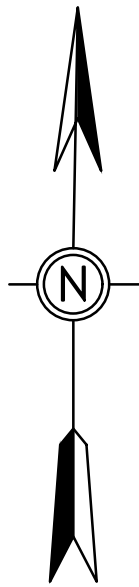
CORPORATE OFFICE

A PROPOSED SITE DEVELOPMENT

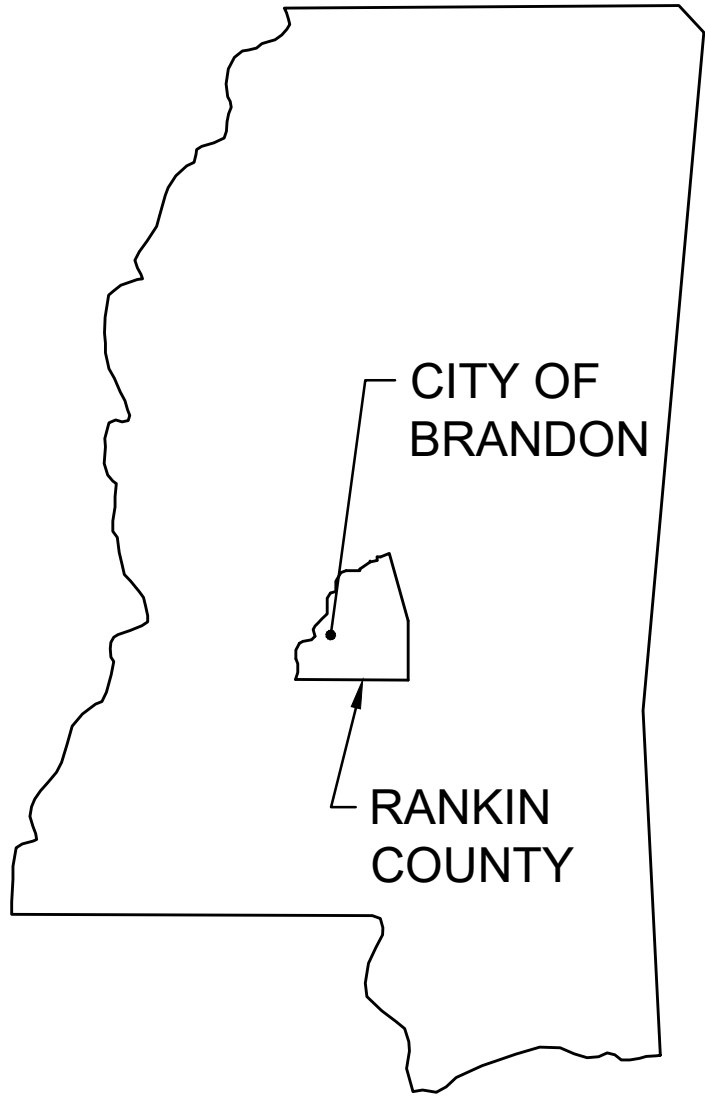
PASHCAL HILL RD
BRANDON, MS 39042



CITY LOCATION



STREET LOCATION



STATE LOCATION

TABLE OF CONTENTS

1. COVER
2. EXISTING CONDITIONS & DEMO PLAN
3. SITE PLAN
4. UTILITY PLAN
5. GRADING PLAN
6. EROSION CONTROL PLAN (SWPPP)
7. SITE DETAILS
8. UTILITY DETAILS



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JACKSON, MS 39211
601-557-2002 WWW.DEANESI.COM

W. SETH DEAN

PROFESSIONAL ENGINEER

STATE OF MISSISSIPPI

08-30-2024

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W. SETH DEAN

PROFESSIONAL ENGINEER

STATE OF MISSISSIPPI

08-30-2024

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:

GILREATH

CONSTRUCTION COMPANY, LLC

140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:

SHEET TITLE:

COVER

SITE DEVELOPMENT

DATE: 00 JAN 2024

SCALE: AS SHOWN

DRAWN BY: WSD

REVIEWED BY: WSD

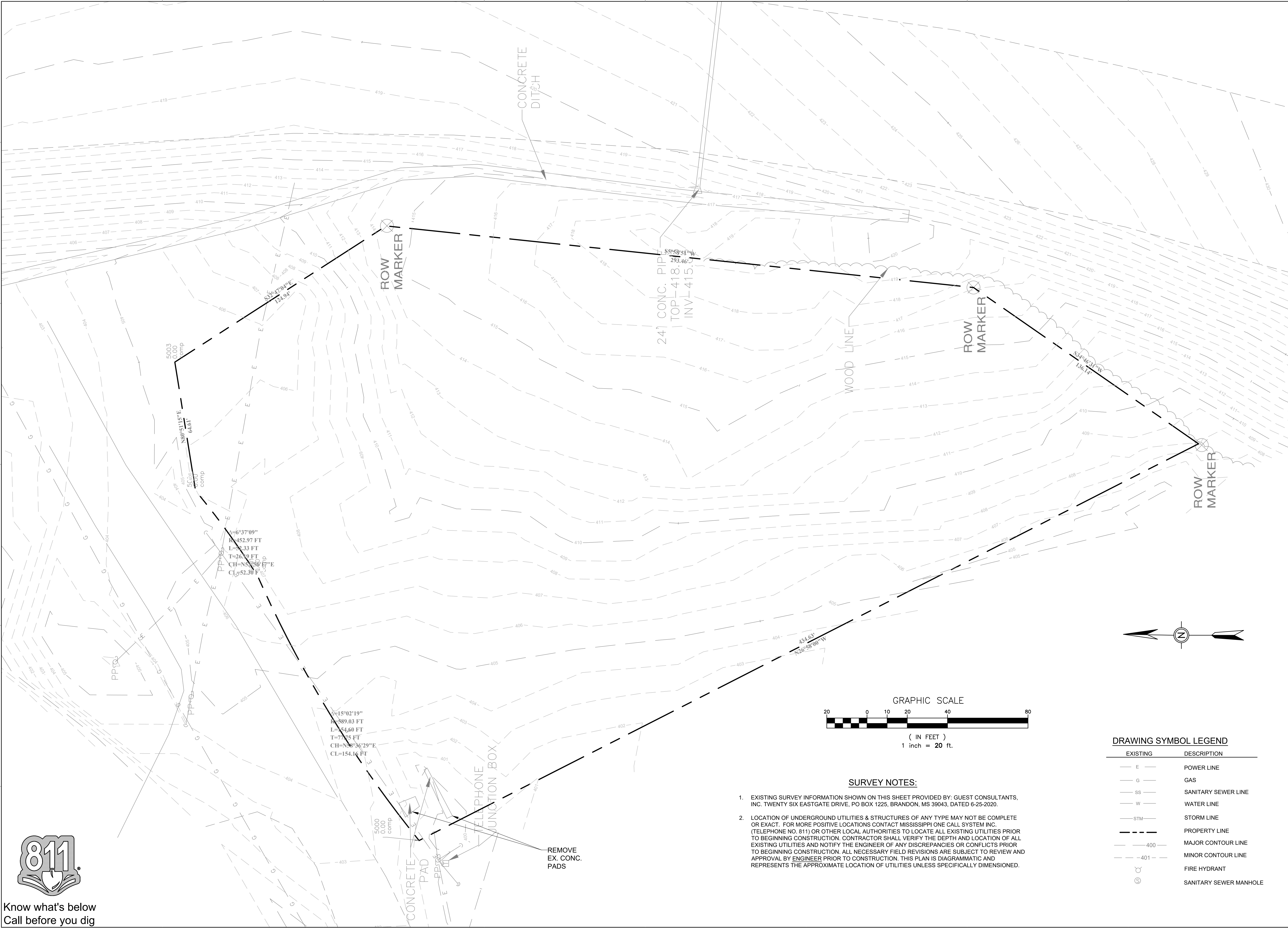
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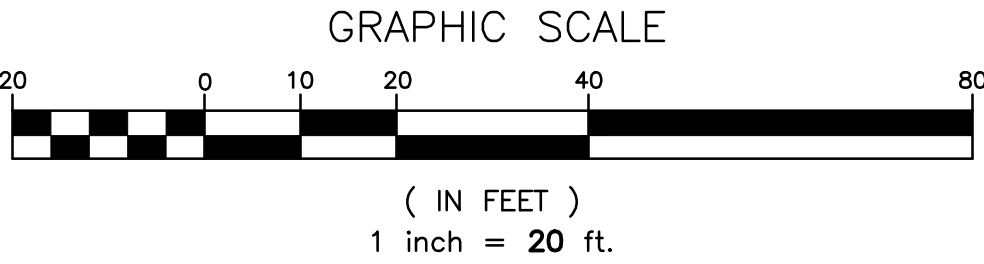
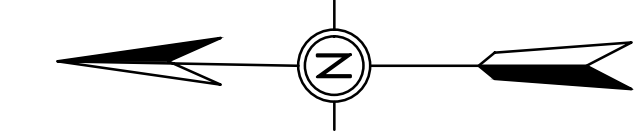
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- SURVEY NOTES:**
- EXISTING SURVEY INFORMATION SHOWN ON THIS SHEET PROVIDED BY: GUEST CONSULTANTS, INC. TWENTY SIX EASTGATE DRIVE, PO BOX 1225, BRANDON, MS 39043, DATED 6-25-2020.
 - LOCATION OF UNDERGROUND UTILITIES & STRUCTURES OF ANY TYPE MAY NOT BE COMPLETE OR EXACT. FOR MORE POSITIVE LOCATIONS CONTACT MISSISSIPPI ONE CALL SYSTEM INC. (TELEPHONE NO. 811) OR OTHER LOCAL AUTHORITIES TO LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION. ALL NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER PRIOR TO CONSTRUCTION. THIS PLAN IS DIAGRAMMATIC AND REPRESENTS THE APPROXIMATE LOCATION OF UTILITIES UNLESS SPECIFICALLY DIMENSIONED.



DRAWING SYMBOL LEGEND

EXISTING	DESCRIPTION
	POWER LINE
	GAS
	SANITARY SEWER LINE
	WATER LINE
	STORM LINE
	PROPERTY LINE
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	FIRE HYDRANT
	SANITARY SEWER MANHOLE

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NOT FOR CONSTRUCTION

W. SETH DEAN
PROJECT
DATE OF MISSISSIPPI
08-30-2024

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:

GILREATH
CONSTRUCTION COMPANY, LLC
140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:
SHEET TITLE:
EXISTING CONDITIONS & DEMO PLAN

SITE DEVELOPMENT

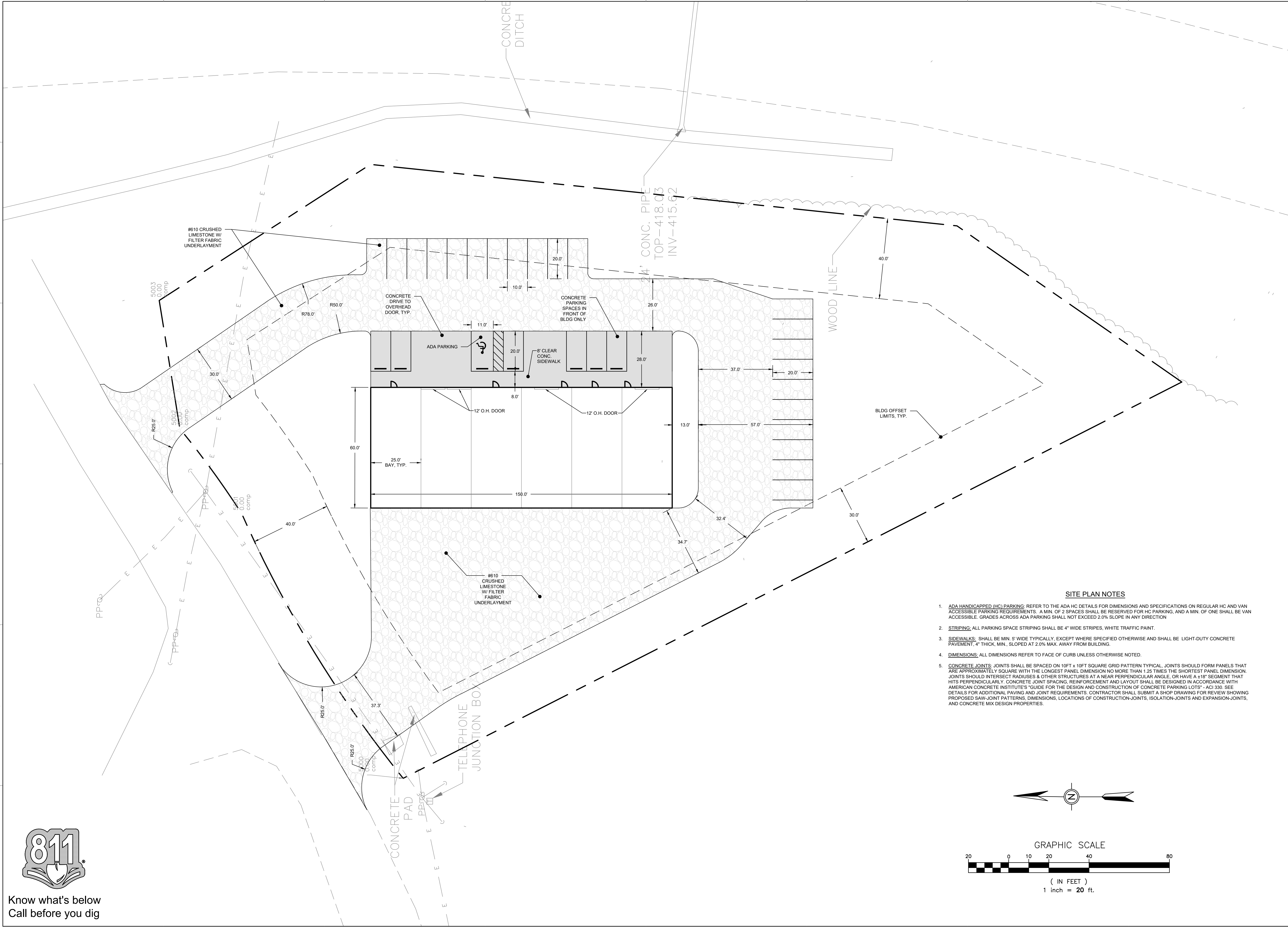
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SCALE:	AS SHOWN
DRAWN BY:	WSD
REVIEWED BY:	WSD

SHEET NUMBER:
2

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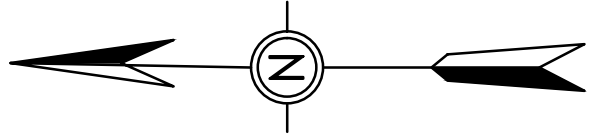


Know what's below
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SITE PLAN NOTES

1. **ADA HANDICAPPED (HC) PARKING:** REFER TO THE ADA HC DETAILS FOR DIMENSIONS AND SPECIFICATIONS ON REGULAR HC AND VAN ACCESSIBLE PARKING REQUIREMENTS. A MIN. OF 2 SPACES SHALL BE RESERVED FOR HC PARKING, AND A MIN. OF ONE SHALL BE VAN ACCESSIBLE. GRADES ACROSS ADA PARKING SHALL NOT EXCEED 2.0% SLOPE IN ANY DIRECTION
2. **STRIPING:** ALL PARKING SPACE STRIPING SHALL BE 4" WIDE STRIPES, WHITE TRAFFIC PAINT.
3. **SIDEWALKS:** SHALL BE MIN. 5' WIDE TYPICALLY, EXCEPT WHERE SPECIFIED OTHERWISE AND SHALL BE LIGHT-DUTY CONCRETE PAVEMENT, 4" THICK, MIN., SLOPED AT 2.0% MAX. AWAY FROM BUILDING.
4. **DIMENSIONS:** ALL DIMENSIONS REFER TO FACE OF CURB UNLESS OTHERWISE NOTED.
5. **CONCRETE JOINTS:** JOINTS SHALL BE SPACED ON 10FT x 10FT SQUARE GRID PATTERN TYPICAL. JOINTS SHOULD FORM PANELS THAT ARE APPROXIMATELY SQUARE WITH THE LONGEST PANEL DIMENSION NO MORE THAN 1.25 TIMES THE SHORTEST PANEL DIMENSION. JOINTS SHOULD INTERSECT RADIIUSES & OTHER STRUCTURES AT A NEAR PERPENDICULAR ANGLE, OR HAVE A ±18° SEGMENT THAT HITS PERPENDICULARLY. CONCRETE JOINT SPACING, REINFORCEMENT AND LAYOUT SHALL BE DESIGNED IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE'S "GUIDE FOR THE DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS" - ACI 330. SEE DETAILS FOR ADDITIONAL PAVING AND JOINT REQUIREMENTS. CONTRACTOR SHALL SUBMIT A SHOP DRAWING FOR REVIEW SHOWING PROPOSED SAW-JOINT PATTERNS, DIMENSIONS, LOCATIONS OF CONSTRUCTION-JOINTS, ISOLATION-JOINTS AND EXPANSION-JOINTS, AND CONCRETE MIX DESIGN PROPERTIES.



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

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W. SETH DEAN
PRINCIPAL

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DATE OF ISSUE: 11/08/2024

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:

GILREATH

CONSTRUCTION COMPANY, L.L.C.

140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:
SHEET TITLE:
SITE PLAN

SITE DEVELOPMENT

DATE:	00 JAN 2024
SCALE:	AS SHOWN
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REVIEWED BY:	WSD

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3

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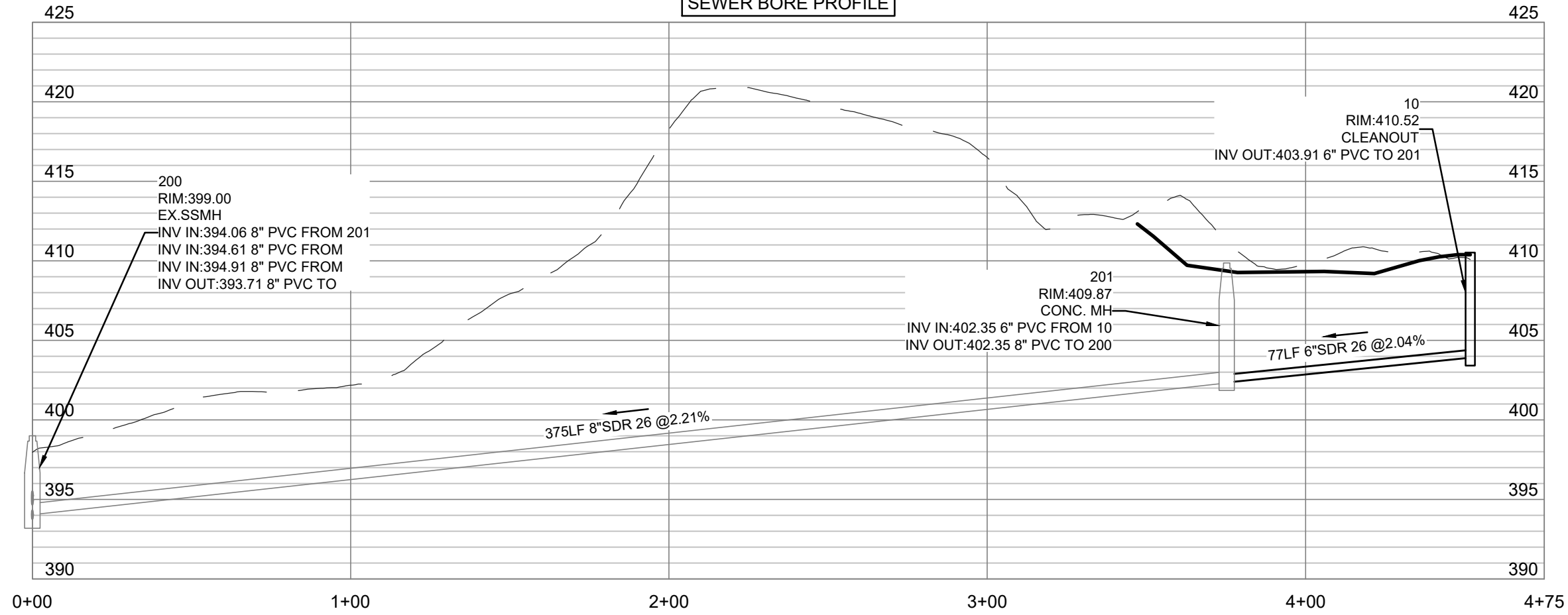
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UTILITY PLAN NOTES

1. LOCAL MUNICIPALITY STANDARDS: ALL WATER & SEWER INFRASTRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF BRANDON OR THE LOCAL UTILITY PROVIDER THAT SERVES WATER AND SEWER TO THE SITE. CONTRACTOR SHALL CONFIRM LOCAL STANDARDS PRIOR TO CONSTRUCTION.
2. INSPECTIONS: CONTRACTOR SHALL NOTIFY THE CITY OF BRANDON AND OR THE UTILITY PROVIDER TO INSPECT ALL WATER AND SEWER MAINS, CONNECTION AND ACCESSORIES PRIOR TO PLACEMENT OF BACKFILL.
3. UTILITY LOCATIONS: CONTRACTOR SHALL HAVE MISSISSIPPI ONE CALL (811 OR 800-227-6477) LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION. ALL NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER PRIOR TO CONSTRUCTION. THIS PLAN IS DIAGRAMMATIC AND REPRESENTS THE APPROXIMATE LOCATION OF UTILITIES UNLESS SPECIFICALLY DIMENSIONED.
4. MEP COORDINATION: THIS PLAN SHOWS WATER & SEWER SERVICES FOR THE SITE UP TO 5' FROM THE BUILDING. REFER TO MECHANICAL, ELECTRICAL, PLUMBING (MEP) PLANS FOR CONTINUATION INTO BUILDING, INCLUDING FIRE DEPARTMENT CONNECTION AND BACK FLOW PREVENTOR REQUIREMENTS FOR ALL WATER LINES.
5. WATER LINE THRUST RESTRAINTS: ALL WATER LINES SHALL HAVE THRUST RESTRAINTS (CONCRETE BLOCKING/RESTRAINT MECHANISMS) AT ALL BENDS, TEES, FITTINGS ETC. SEE DETAILS FOR ADDITIONAL REQUIREMENTS. MEGA-LUG RESTRAINT JOINTS MAY ALSO BE USED WITH PRIOR SUBMITTAL APPROVAL BY ENGR.
6. SEWER CLEANOUTS: SEE MEP PLANS FOR LOCATION AND ELEVATIONS OF SEWER OUT OF BUILDING. COORDINATE SEWER OUT OF BUILDING WITH CLEANOUTS TO MAIN. INSTALL CLEANOUT TOPS FLUSH WITH ADJACENT PAVEMENT SURFACE.
7. WATER LINE COVER: THE WATER LINE SHALL HAVE A MIN. OF 3' GROUND COVER.
8. MINIMUM UTILITY SEPARATION DISTANCES:
SANITARY SEWER MAINS AND STORM SEWER - 24" VERTICAL
SANITARY SEWER MAINS AND WATER - 10' HORIZONTAL OR 18" VERTICAL
STORM SEWER AND WATER - 18" VERTICAL

IF MINIMUM VERTICAL SEPARATIONS CAN NOT BE ACHIEVED AT UTILITY & STORM DRAIN CROSSING, USE DIP MATERIALS AND INSTALL CONCRETE CRADLE WITH 6" MIN. CLEARANCE.

SEWER BORE PROFILE



PROFILE NOTES:
SOLID LINE=PROPOSED GRADE.
DASHED LINE=EXISTING GROUND.
SCALE: 1"=40' HORIZONTAL
VERTICAL EXAGGERATION=5X

200
RIM:399.00
EX SSMH
INV IN:394.06 8" PVC FROM 201
INV IN:394.61 8" PVC FROM
INV IN:394.91 8" PVC FROM
INV OUT:393.71 8" PVC TO

EXISTING LOCATION
EX. SSMH, APPROX.
VERIFY INV.

201
RIM:409.87
CONC. MH
INV IN:402.35 6" PVC FROM 10
INV OUT:402.35 8" PVC TO 200

77LF 6"SDR 26 @2.04%

10
RIM:410.52
CLEANOUT
INV OUT:403.91 6" PVC TO 201

375LF 8"SDR 26 @2.21%

GRAVITY SEWER COORDINATION:
CITY TO INSTALL NEW GRAVITY
SEWER SERVICE TO SITE AND SET
NEW MH HERE. SEWER CURRENTLY
NOT ON SITE. CONTRACTOR TO
VERIFY DEPTH OF SEWER MH
INVERT PRIOR TO CONNECTING
NEW GRAVITY LINE FROM BUILDING.

ROW
MARKER

201
RIM:409.87
CONC. MH
INV IN:402.35 6" PVC FROM 10
INV OUT:402.35 8" PVC TO 200

77LF 6"SDR 26 @2.04%

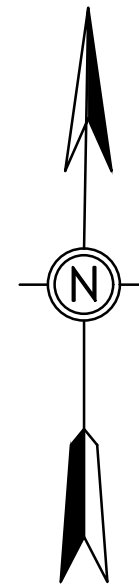
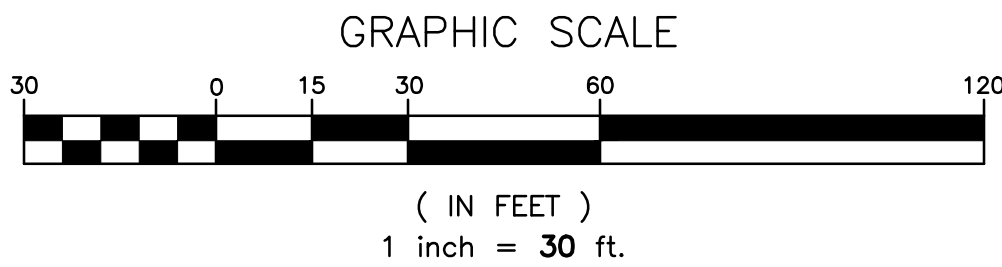
10
RIM:410.52
CLEANOUT
INV OUT:403.91 6" PVC TO 201

SET NEW 2" METER
FOR DOMESTIC
SERVICE TO BLDG,
INSTALL 2" PVC LINE
TO BLDG

APPROXIMATE
LOCATION OF EX. 10"
WATER LINE PER
CITY GIS MAPPING.
CONTRACTOR TO
VERIFY EXACT
LOCATION, SIZE,
TYPE AND DEPTH

DRAWING SYMBOL LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SANITARY SEWER MANHOLE
		SANITARY SEWER LINE
		WATER LINE



No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:
GILREATH
CONSTRUCTION COMPANY, LLC
140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:
SHEET TITLE:
UTILITY PLAN
SITE DEVELOPMENT

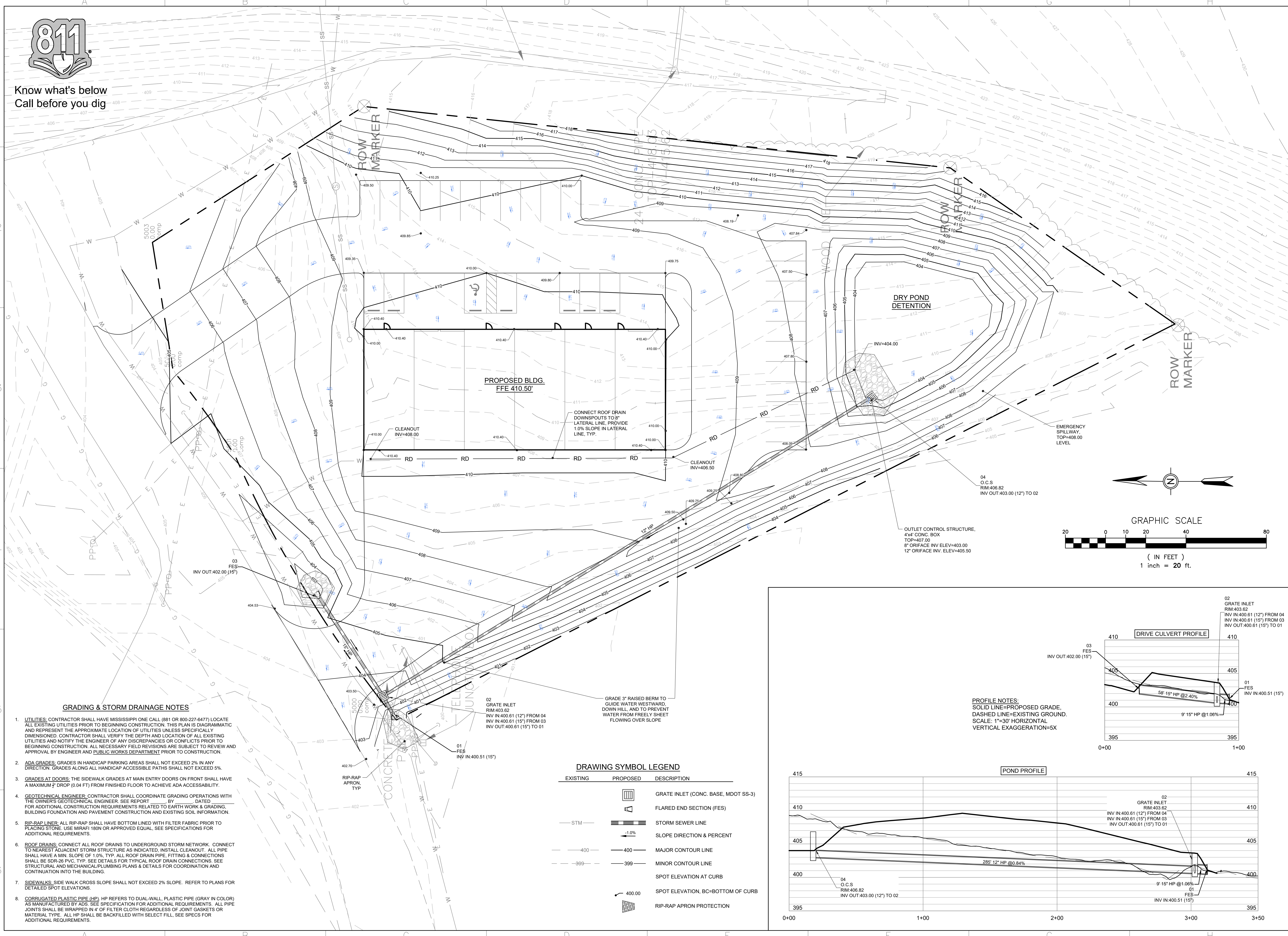
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SCALE:	AS SHOWN
DRAWN BY:	WSD
REVIEWED BY:	WSD

SHEET NUMBER:
4

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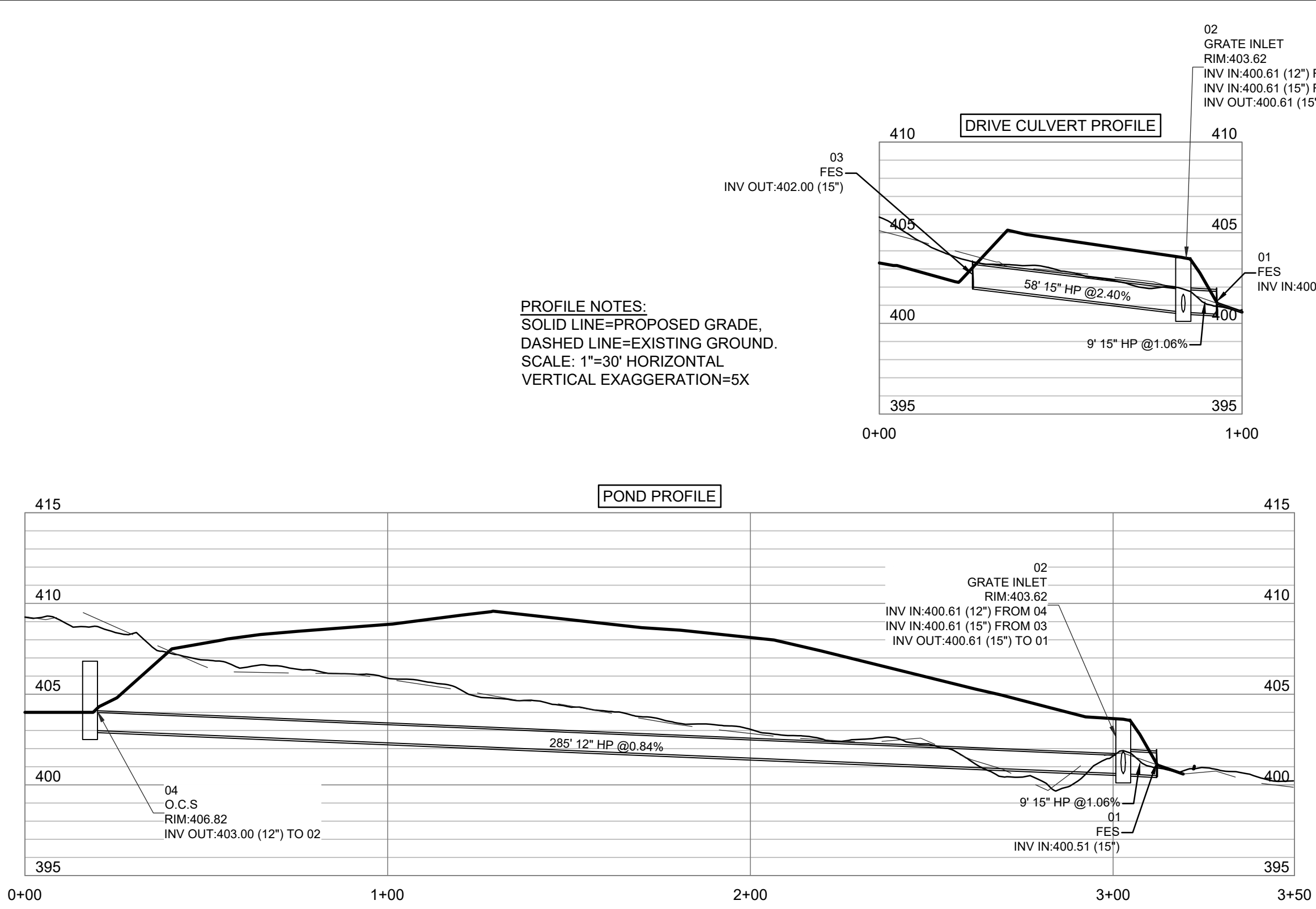
GRADING & STORM DRAINAGE NOTES

- UTILITIES: CONTRACTOR SHALL HAVE MISSISSIPPI ONE CALL (881 OR 800-227-6477) LOCATE ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THIS PLAN IS DIAGRAMMATIC AND REPRESENT THE APPROXIMATE LOCATION OF UTILITIES UNLESS SPECIFICALLY DIMENSIONED. CONTRACTOR SHALL VERIFY THE DEPTH AND LOCATION OF ALL EXISTING UTILITIES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS PRIOR TO BEGINNING CONSTRUCTION. ALL NECESSARY FIELD REVISIONS ARE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER AND PUBLIC WORKS DEPARTMENT PRIOR TO CONSTRUCTION.
- ADA GRADES: GRADES IN HANDICAP PARKING AREAS SHALL NOT EXCEED 2% IN ANY DIRECTION. GRADES ALONG ALL HANDICAP ACCESSIBLE PATHS SHALL NOT EXCEED 5%.
- GRADES AT DOORS: THE SIDEWALK GRADES AT MAIN ENTRY DOORS ON FRONT SHALL HAVE A MAXIMUM 1/2" DROP (0.04 FT) FROM FINISHED FLOOR TO ACHIEVE ADA ACCESSIBILITY.
- GEOTECHNICAL ENGINEER: CONTRACTOR SHALL COORDINATE GRADING OPERATIONS WITH THE OWNER'S GEOTECHNICAL ENGINEER. SEE REPORT BY DATED FOR ADDITIONAL CONSTRUCTION REQUIREMENTS RELATED TO EARTH WORK & GRADING, BUILDING FOUNDATION AND PAVEMENT CONSTRUCTION AND EXISTING SOIL INFORMATION.
- RIP-RAP LINER: ALL RIP-RAP SHALL HAVE BOTTOM LINED WITH FILTER FABRIC PRIOR TO PLACING STONE. USE MIRAFI 180N OR APPROVED EQUAL, SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- ROOF DRAINS: CONNECT ALL ROOF DRAINS TO UNDERGROUND STORM NETWORK. CONNECT TO NEAREST ADJACENT STORM STRUCTURE AS INDICATED. INSTALL CLEANOUT. ALL PIPE SHALL HAVE A MIN. SLOPE OF 1.0%, TYP. ALL ROOF DRAIN PIPE, FITTING & CONNECTIONS SHALL BE SDR-28 PVC, TYP. SEE DETAILS FOR TYPICAL ROOF DRAIN CONNECTIONS. SEE STRUCTURAL AND MECHANICAL/PLUMBING PLANS & DETAILS FOR COORDINATION AND CONTINUATION INTO THE BUILDING.
- SIDEWALKS: SIDE WALK CROSS SLOPE SHALL NOT EXCEED 2% SLOPE. REFER TO PLANS FOR DETAILED SPOT ELEVATIONS.
- CORRUGATED PLASTIC PIPE (HP): HP REFERS TO DUAL-WALL PLASTIC PIPE (GRAY IN COLOR) AS MANUFACTURED BY ADS. SEE SPECIFICATION FOR ADDITIONAL REQUIREMENTS. ALL PIPE JOINTS SHALL BE WRAPPED IN 4" OF FILTER CLOTH REGARDLESS OF JOINT GASKETS OR MATERIAL TYPE. ALL HP SHALL BE BACKFILLED WITH SELECT FILL, SEE SPECS FOR ADDITIONAL REQUIREMENTS.

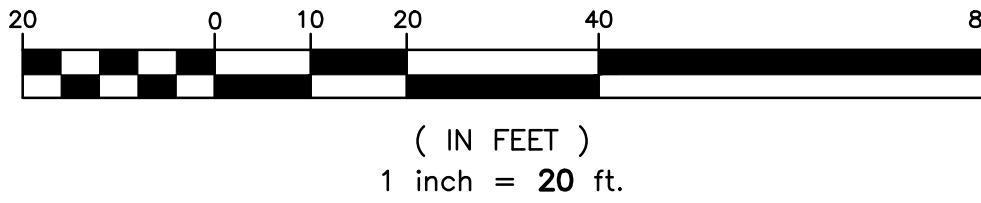
DRAWING SYMBOL LEGEND

EXISTING	PROPOSED	DESCRIPTION
		GRATE INLET (CONC. BASE, MDOOT SS-3)
		FLARED END SECTION (FES)
		STORM SEWER LINE
		SLOPE DIRECTION & PERCENT
		MAJOR CONTOUR LINE
		MINOR CONTOUR LINE
		SPOT ELEVATION AT CURB
		SPOT ELEVATION, BC=BOTTOM OF CURB
		RIP-RAP APRON PROTECTION

PROFILE NOTES:
SOLID LINE=PROPOSED GRADE,
DASHED LINE=EXISTING GROUND.
SCALE: 1"=30' HORIZONTAL
VERTICAL EXAGGERATION=5X



GRAPHIC SCALE



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NOT FOR CONSTRUCTION
08-30-2024

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24

OWNER:
GILREATH
CONSTRUCTION COMPANY, LLC
140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:
SHEET TITLE:
GRADING PLAN
SITE DEVELOPMENT

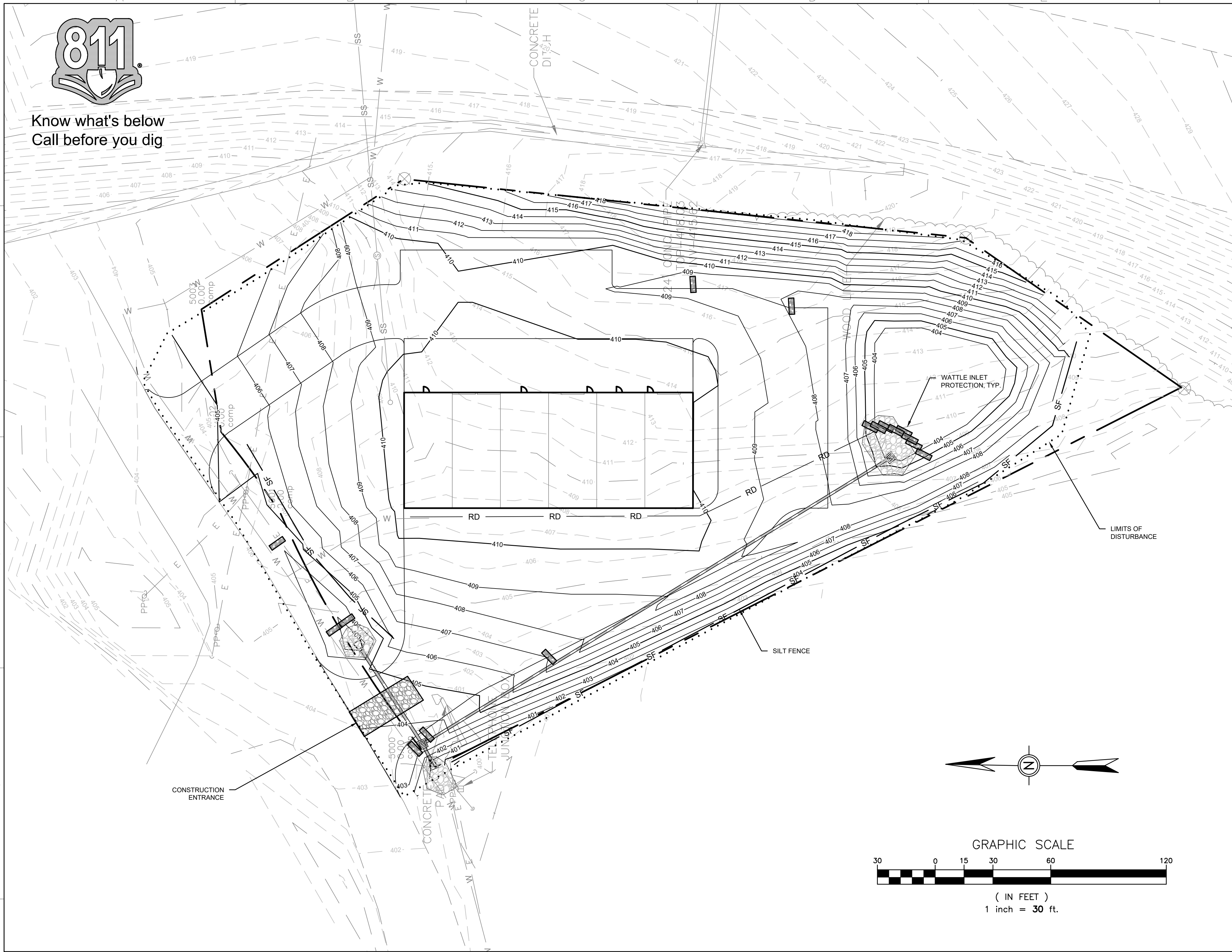
DATE: 00 JAN 2024
SCALE: AS SHOWN
DRAWN BY: WSD
REVIEWED BY: WSD

SHEET NUMBER:
5

C:\Users\clens\OneDrive - deanengr.com\1 - Projects\DES\Gilreath Construction\Con\Tanglewood\dwg\Design\Tanglewood.dwg 6-SWPPP, 8/30/2024 9:00:48 AM, clens, DWG To PDF.pc3, ARCH expand D (24.00 x 36.00 inches), 1:1



Know what's below
Call before you dig

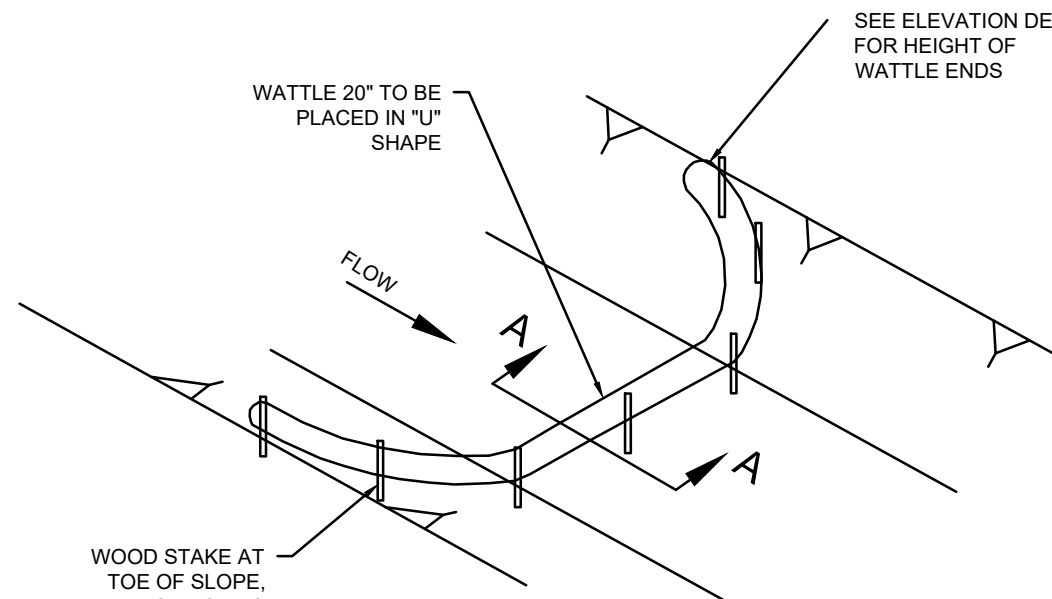


EROSION CONTROL PLAN NOTES

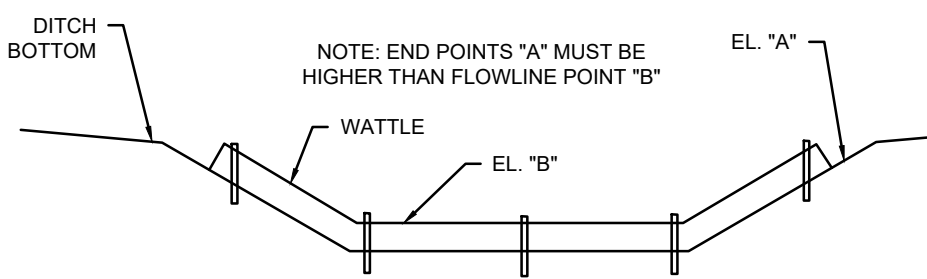
- TOTAL DISTURBED SITE AREA = 2.25 AC.
- VEGETATIVE CONTROLS:** A COMBINATION OF TEMPORARY AND PERMANENT GRASSING WILL BE USED TO PROTECT SLOPES AS CONSTRUCTION PROGRESSES. REFER TO VEGETATION SPECIFICATIONS FOR DETAILS. SHOULD A DISTURBED AREA BE LEFT UNDISTURBED FOR 14 DAYS OR MORE, TEMPORARY OR PERMANENT VEGETATION SHALL BE PLACED IMMEDIATELY.
- STRUCTURAL CONTROLS:** INSTALL CONSTRUCTION ENTRANCES, DIVERSION DITCHES, WATTLE CHECK DAMS, SILT FENCE AND ALL OTHER STRUCTURAL BMPs AS SHOWN BELOW. PERMANENT EROSION CONTROL BMPs AND STRUCTURAL BMPs SHOULD BE PLACED AS SOON AS POSSIBLE TO ENSURE FINAL STABILIZATION OF THE SITE.
- WATTLE CHECK DAMS:** SILT FENCE AND HAY BALES ARE NOT ACCEPTABLE FORMS OF CHECK DAMS WITHIN TEMPORARY DIVERSION DITCHES, SWALES OR OTHER AREAS OF CONCENTRATED FLOW. CONTRACTOR SHALL USE SAND BAGS OR STONE DAMES TO CHECK FLOW. WATTLES MAY ALSO BE USED WHERE LOWER FLOWS/SMALLER DRAINAGE AREAS OCCUR.
- HOUSEKEEPING & MAINTENANCE PRACTICES:** ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. NON-FUNCTIONING EROSION CONTROLS SHALL BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL CONTROLS WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW. WALK THROUGH INSPECTIONS ARE RECOMMENDED BEFORE ANTICIPATED STORM EVENTS TO VERIFY THE INTEGRITY OF EROSION CONTROL MEASURES AND TO DETERMINE IF ADDITIONAL MEASURES ARE NEEDED. SEDIMENT BASINS WILL BE CLEANED OUT WHEN THE LEVEL OF SEDIMENT REACHES 2.0 FEET BELOW THE TOP OF THE RISER, AND/OR WHEN THE CAPACITY HAS BEEN REDUCED BY 50%. SILT FENCE SHALL BE CLEANED OUT WHEN SEDIMENT REACHES $\frac{1}{3}$ TO $\frac{1}{2}$ OF THE HEIGHT OF THE FENCE. MAINTENANCE AND REPAIR OF EQUIPMENT SHALL BE PERFORMED OFF-SITE. MATERIAL WASH OUT SHALL OCCUR EITHER OFF-SITE OR WITHIN DESIGNATED WASH OUT AREAS.
- POST-CONSTRUCTION CONTROL MEASURES:** AS CONSTRUCTION IS COMPLETED, PERMANENT VEGETATIVE GROWTH SHALL BE ESTABLISHED ON DISTURBED SOILS TO IMPROVE SOIL STABILITY AND PROVIDE A BUFFER ZONE FOR LOOSE MATERIAL. LINED DITCHES SHALL BE INSTALLED AS SPECIFIED IN THE EROSION CONTROL SEQUENCE TO REDUCE EROSION IN CONCENTRATED FLOW AREAS AND RIP-RAP WILL BE PLACED AS SPECIFIED TO DISSIPATE FLOW ENERGY AND REDUCE FLOW VELOCITY. TEMPORARY BMPs MUST BE REMOVED FROM THE SITE WHEN THEY ARE NO LONGER NEEDED.

DRAWING SYMBOL LEGEND

PROPOSED	DESCRIPTION
	SILT FENCE PROTECTION
	LIMITS OF DISTURBANCE
	WATTLE CHECK DAM/INLET PROTECTION

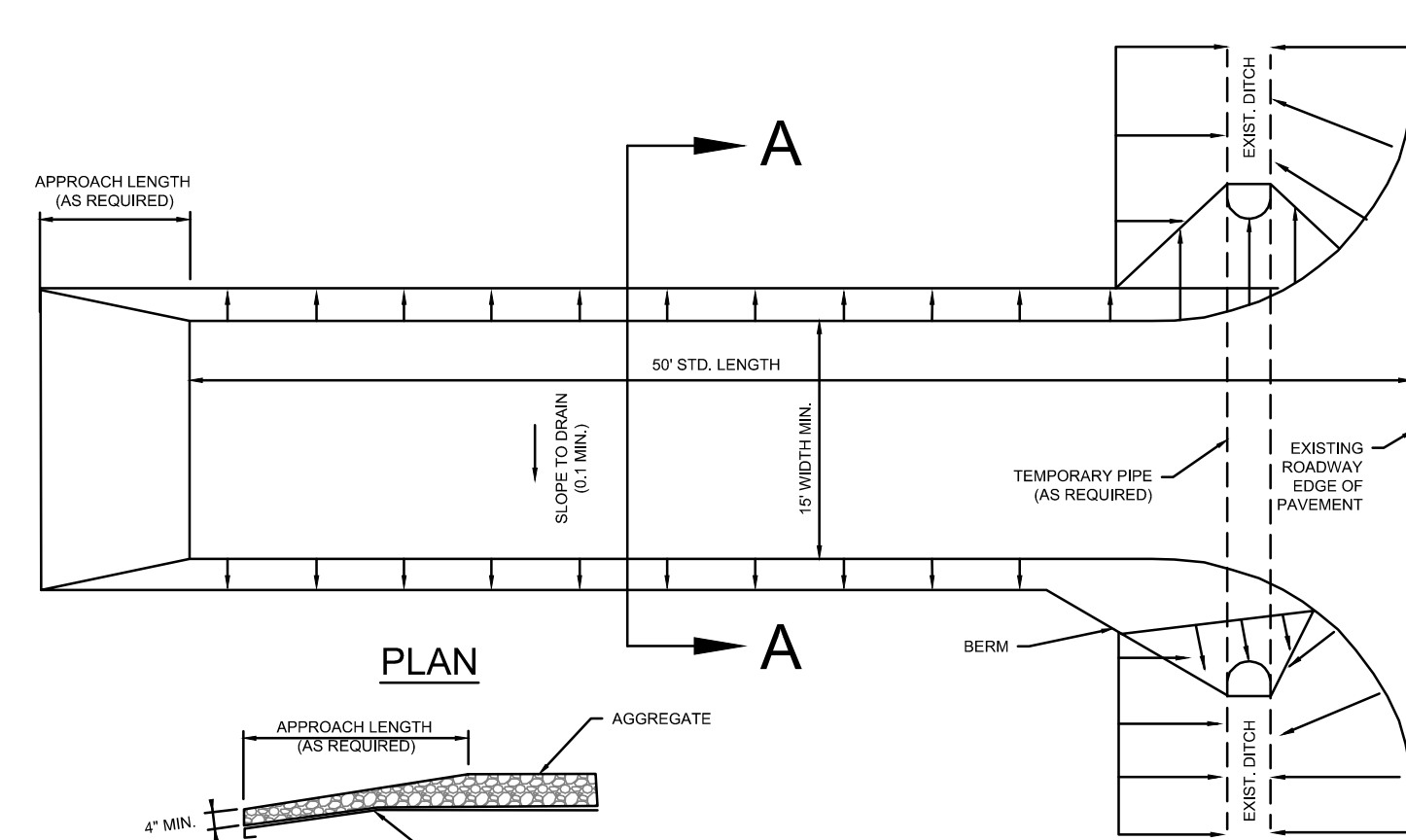


DETAIL (DITCH CHECK)

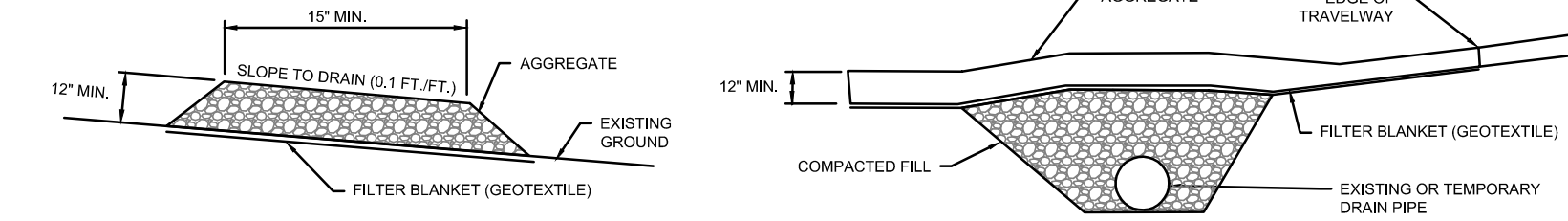


ELEVATION DETAIL

DETAILS OF EROSION CONTROL WATTLE DITCH CHECK (MDOT WORKING NO. ECD-6)



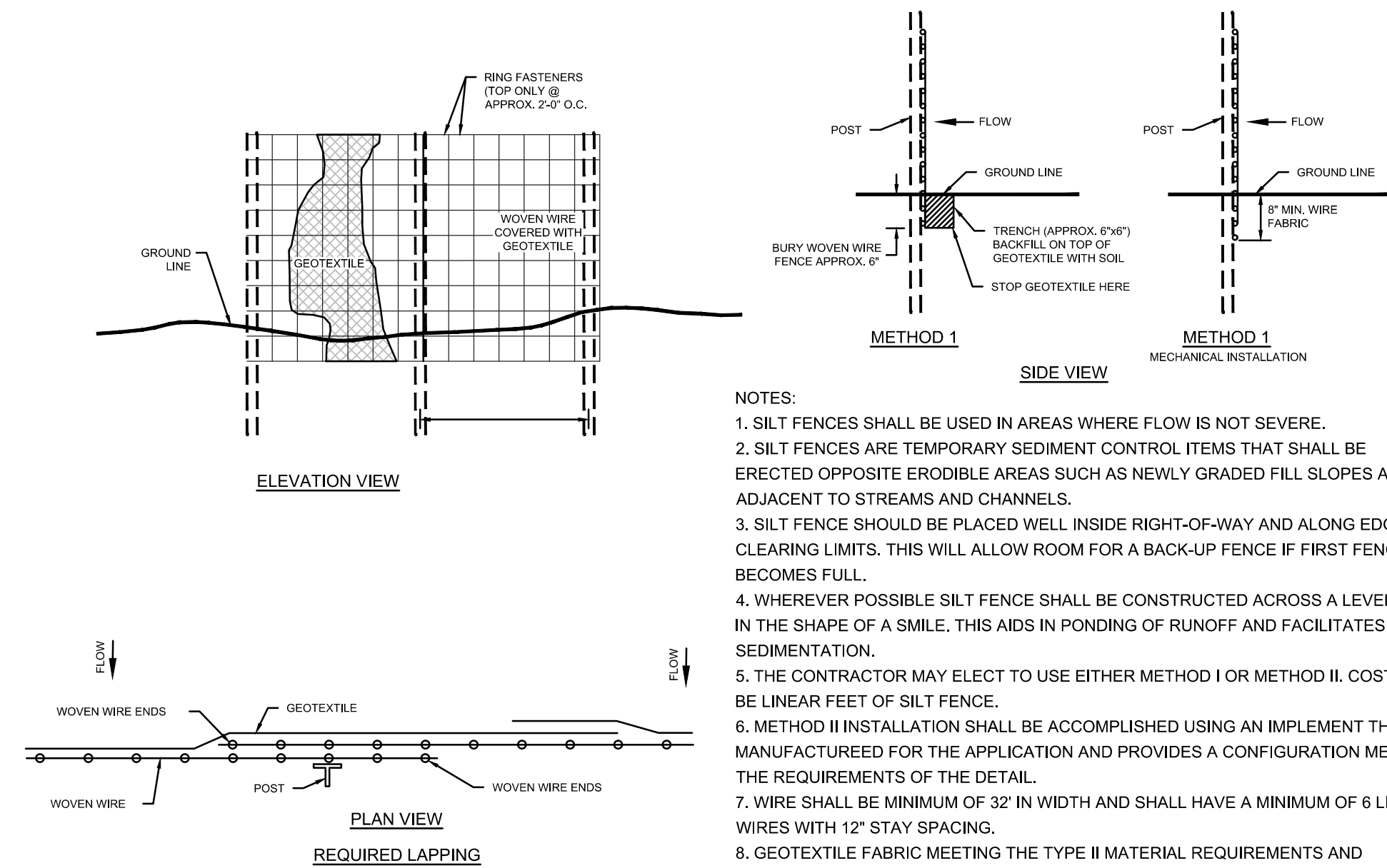
TRANSITION DETAIL



SECTION A-A

RURAL CONSTRUCTION DETAIL

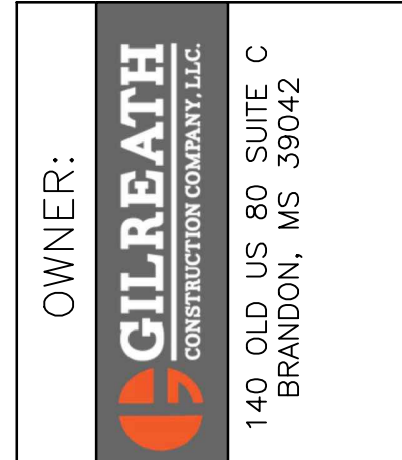
DETAILS OF STABILIZED CONSTRUCTION ENTRANCE (MDOT WORKING NO. ECD-15)



DETAILS OF SILT FENCE INSTALLATION (MDOT WORKING NO.ECD-3)



No.	Date	Description
1	06-03-24	PLANS SUBMITTED FOR REVIEW
2	08-30-24	PLANS REISSUED FOR REVIEW

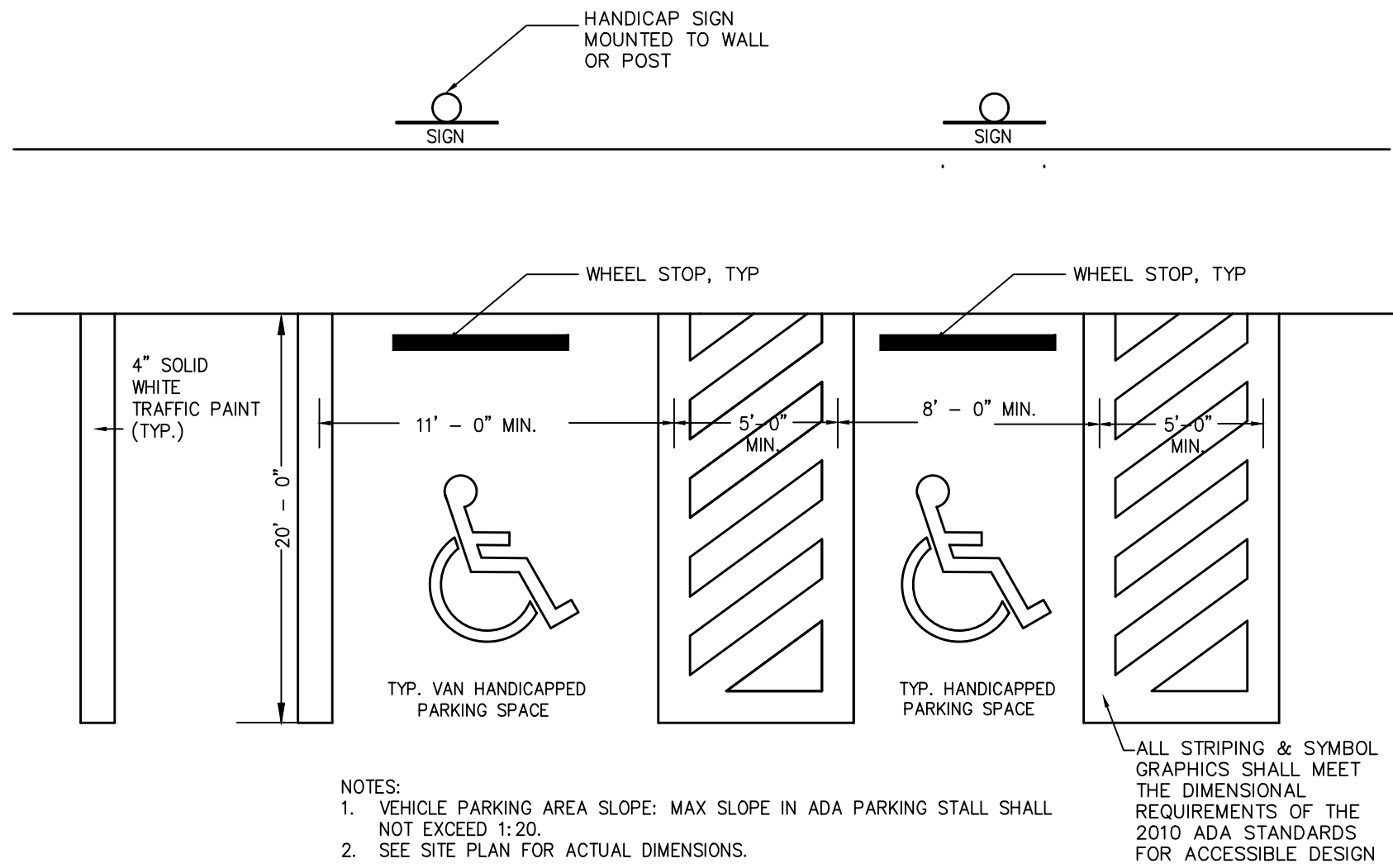


PROJECT TITLE:	EROSION CONTROL PLAN (SWPPP)
SHEET TITLE:	
SITE DEVELOPMENT	

DATE:	00 JAN 2024
SCALE:	AS SHOWN
DRAWN BY:	WSD
REVIEWED BY:	WSD

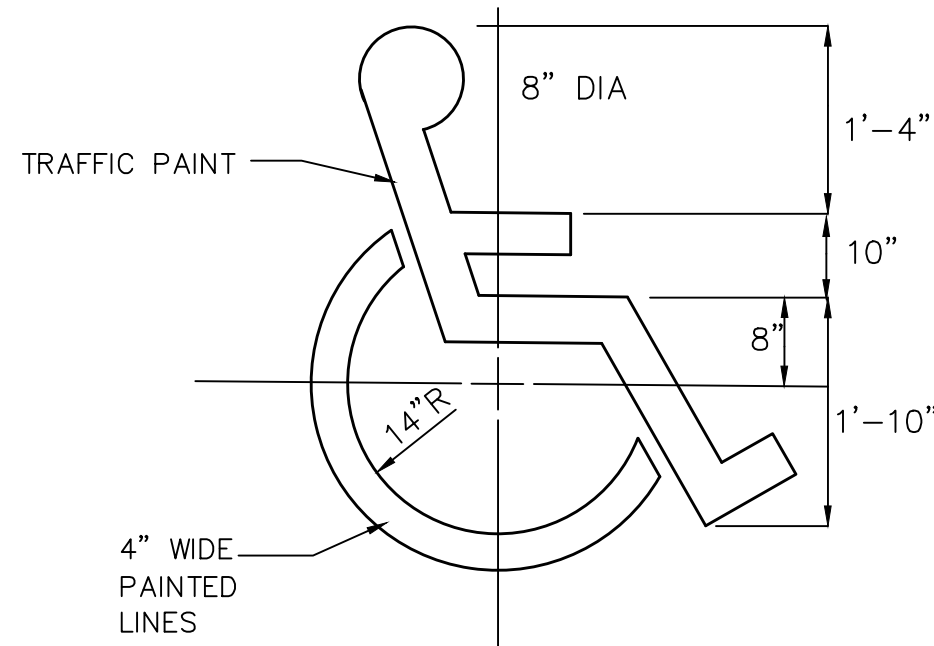
SHEET NUMBER:	6
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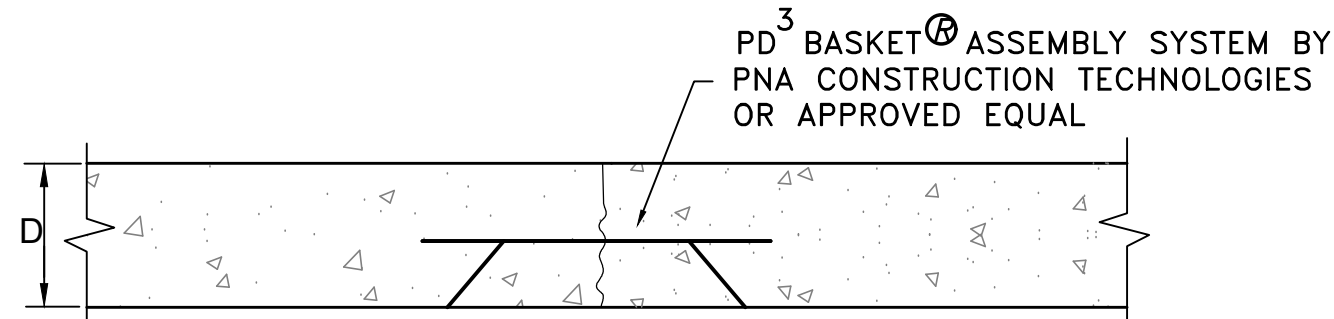
HANDICAPPED PAVEMENT STRIPING

N.T.S.

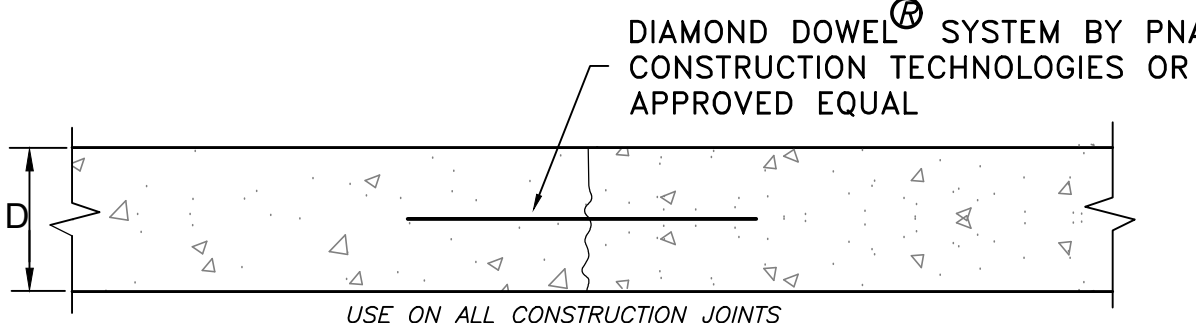


PAINTED HANDICAPPED SYMBOL

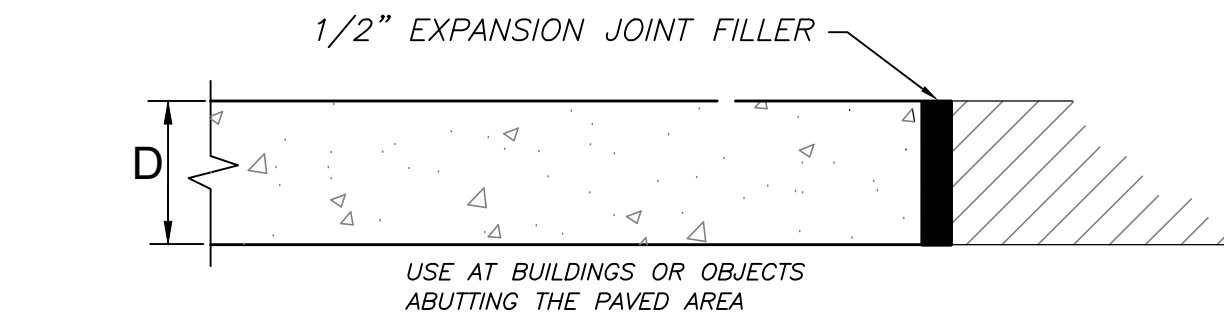
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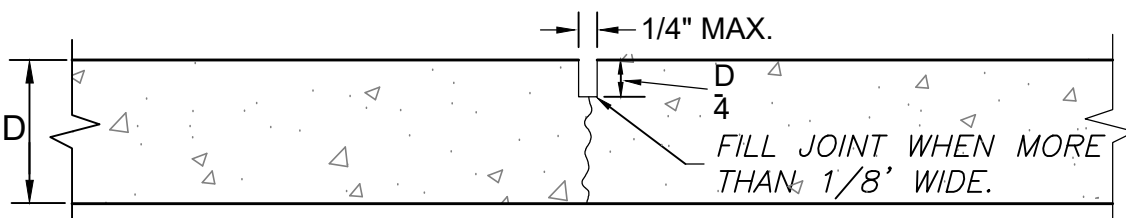
JOINT REINFORCEMENT @ SAW-CUT CONTRACTION JOINTS



JOINT REINFORCEMENT @ CONSTRUCTION JOINTS



ISOLATION JOINT

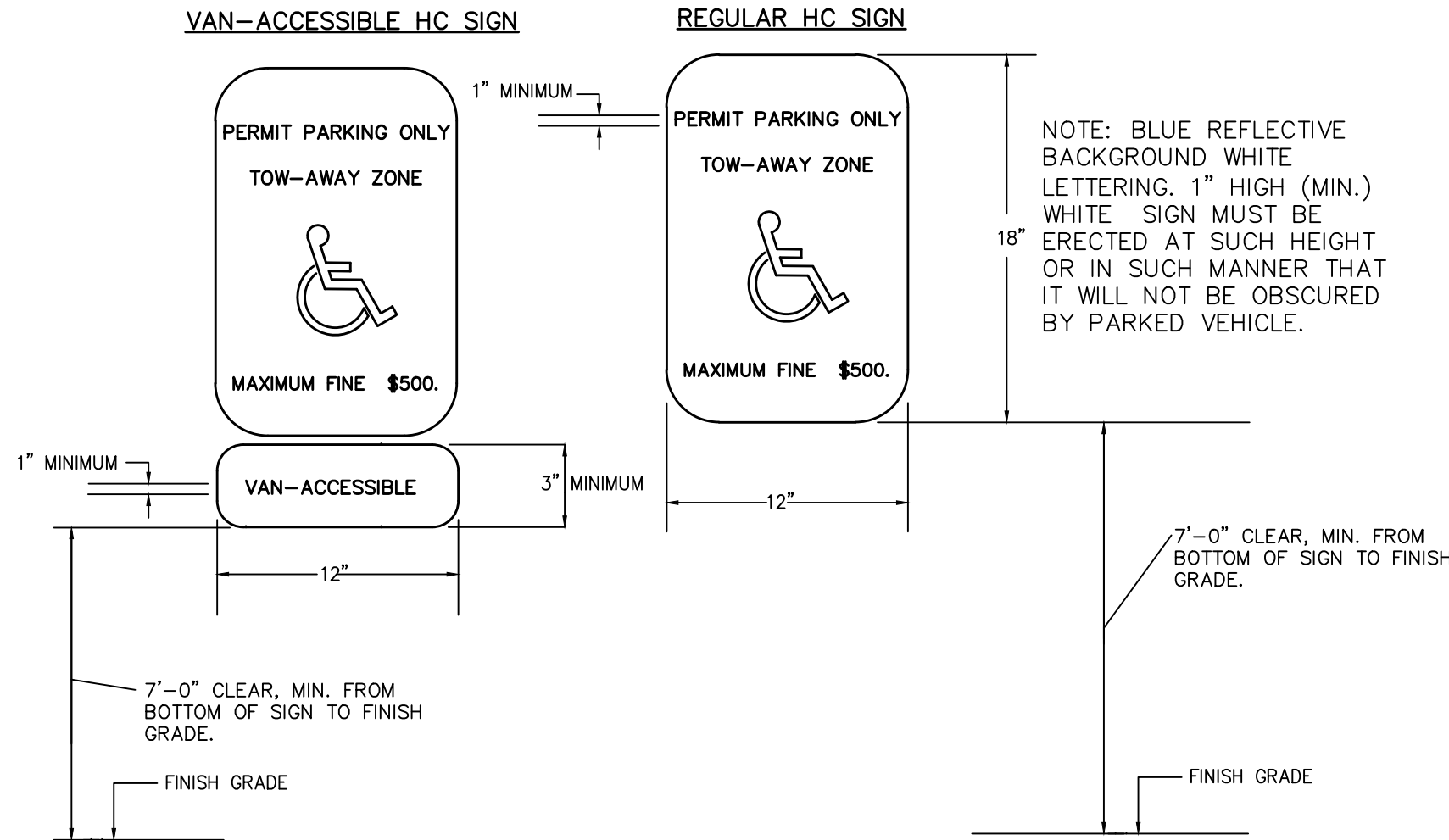


SAWED JOINT

NOTE: ALL JOINTS SHALL BE SEALED

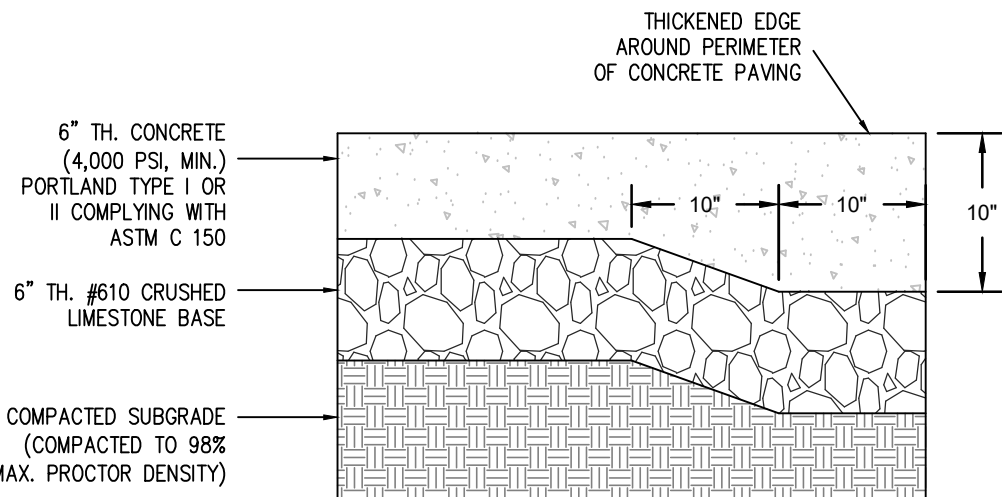
CONCRETE PAVING JOINT DETAILS

NTS



HANDICAP SIGN DETAILS

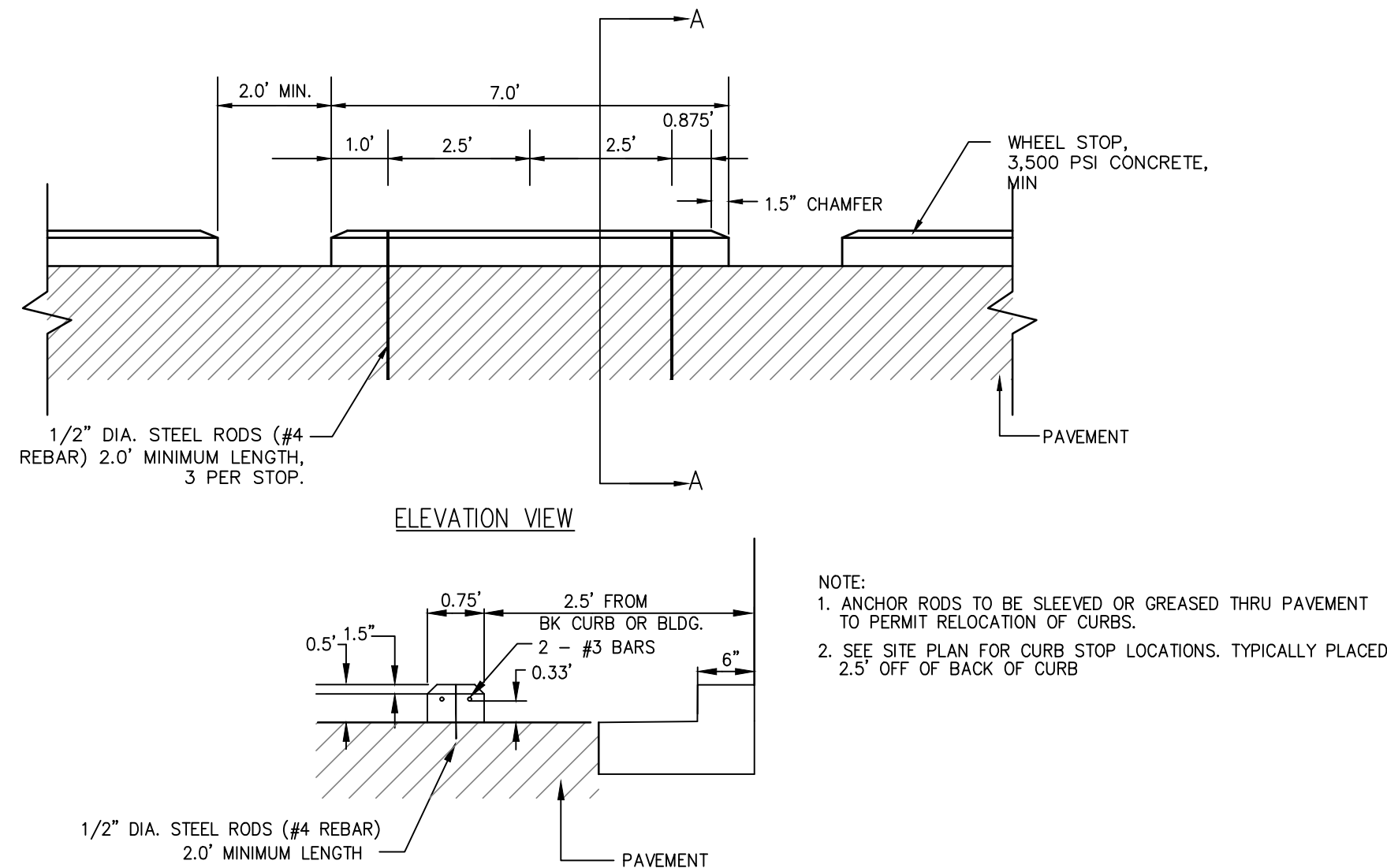
N.T.S.



HEAVY DUTY CONCRETE PAVEMENT

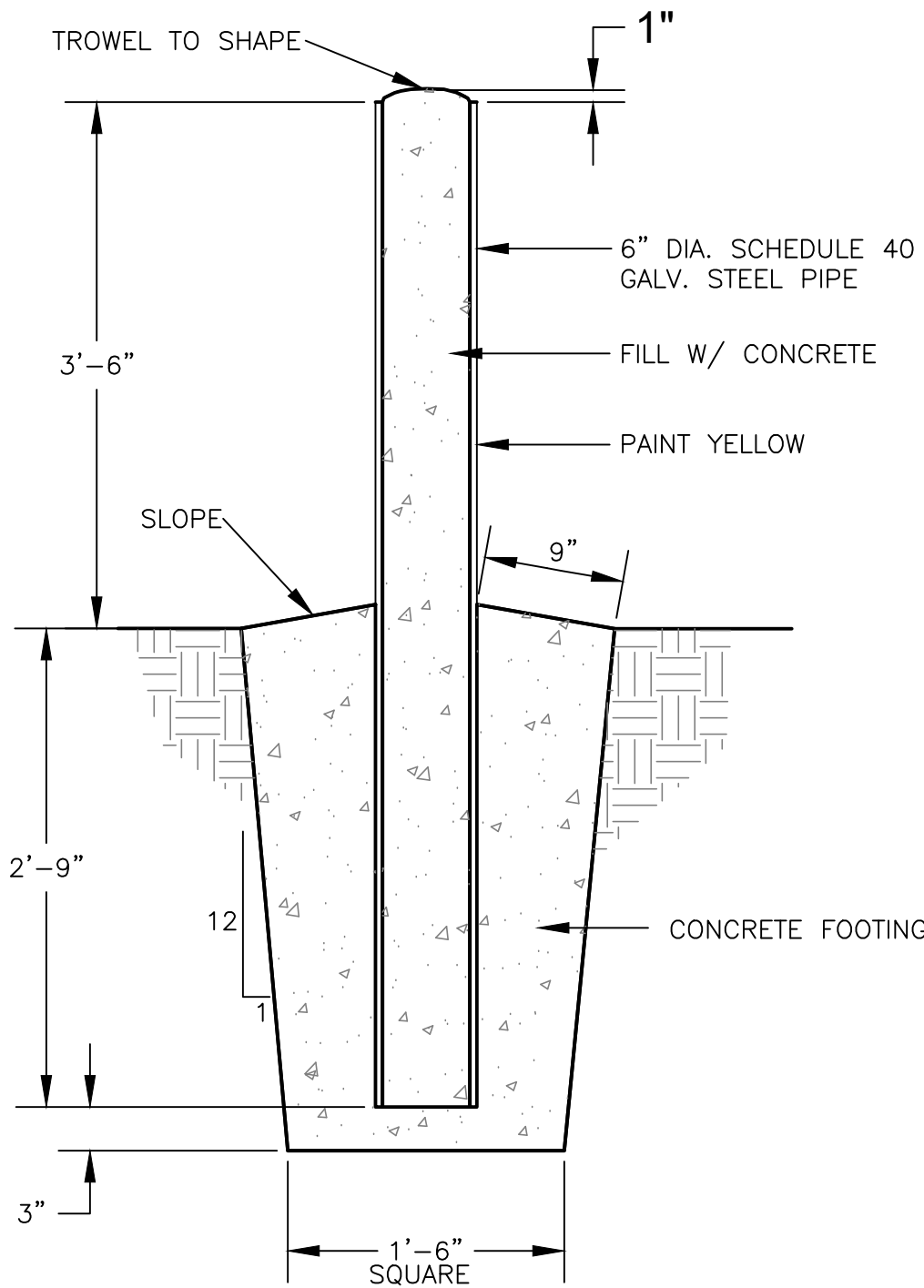
N.T.S.

NOTE: USE THIS DETAIL FOR DUMPSTER PAD CONCRETE



WHEEL STOP DETAIL

N.T.S.



BOLLARD DETAIL

N.T.S.

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W. SETH DEAN
PROFESSIONAL ENGINEER
NOT FOR CONSTRUCTION
DATE OF ISSUE: 08-30-2024

No.	Date	Description
1	06-03-24	PLANS SUBMITTED FOR REVIEW
2	08-30-24	PLANS REISSUED FOR REVIEW

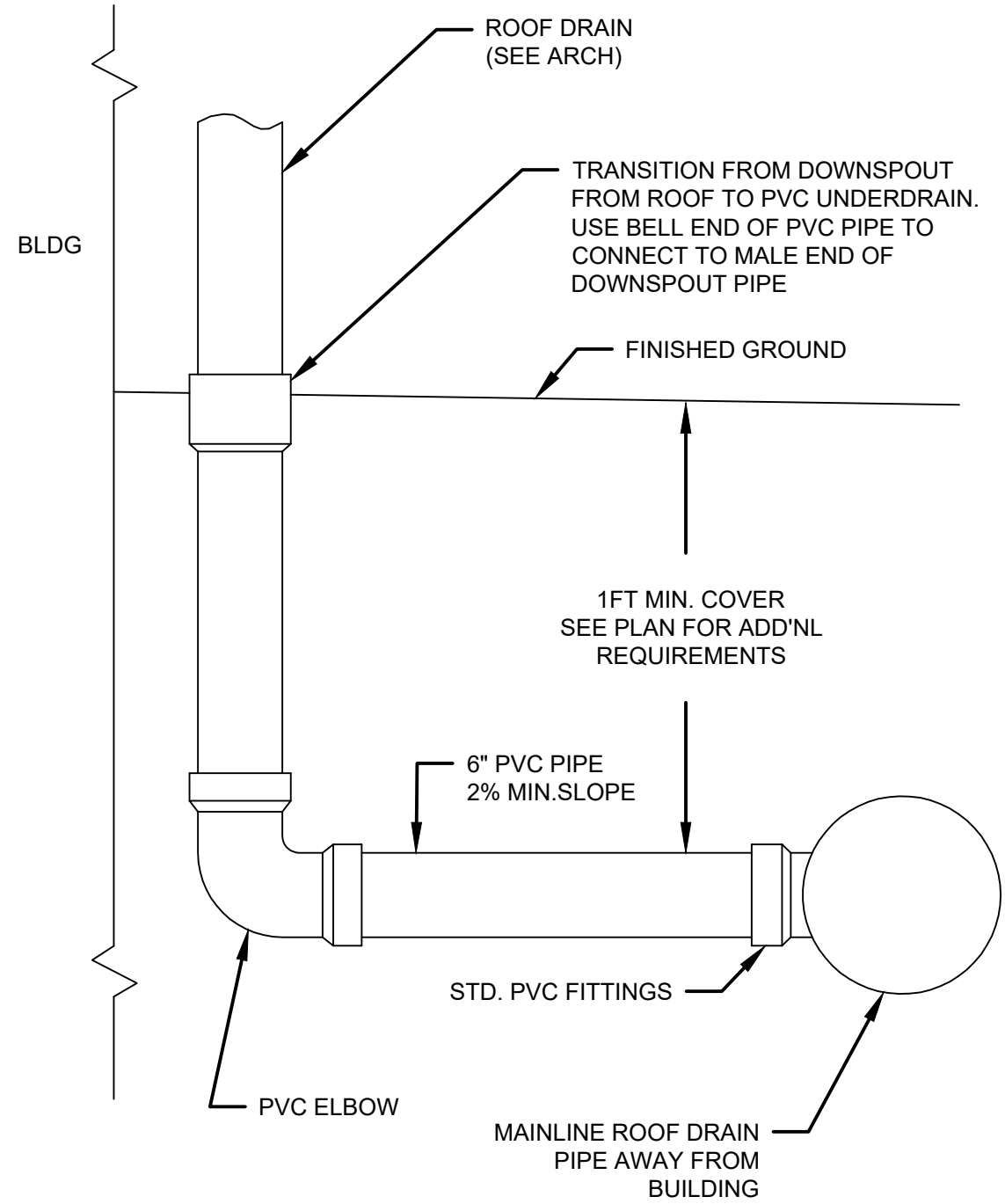
OWNER:
GILREATH
CONSTRUCTION COMPANY, LLC.
140 OLD US 80 SUITE C
BRANDON, MS 39042

PROJECT TITLE:
SHEET TITLE:
SITE DETAILS
SITE DEVELOPMENT

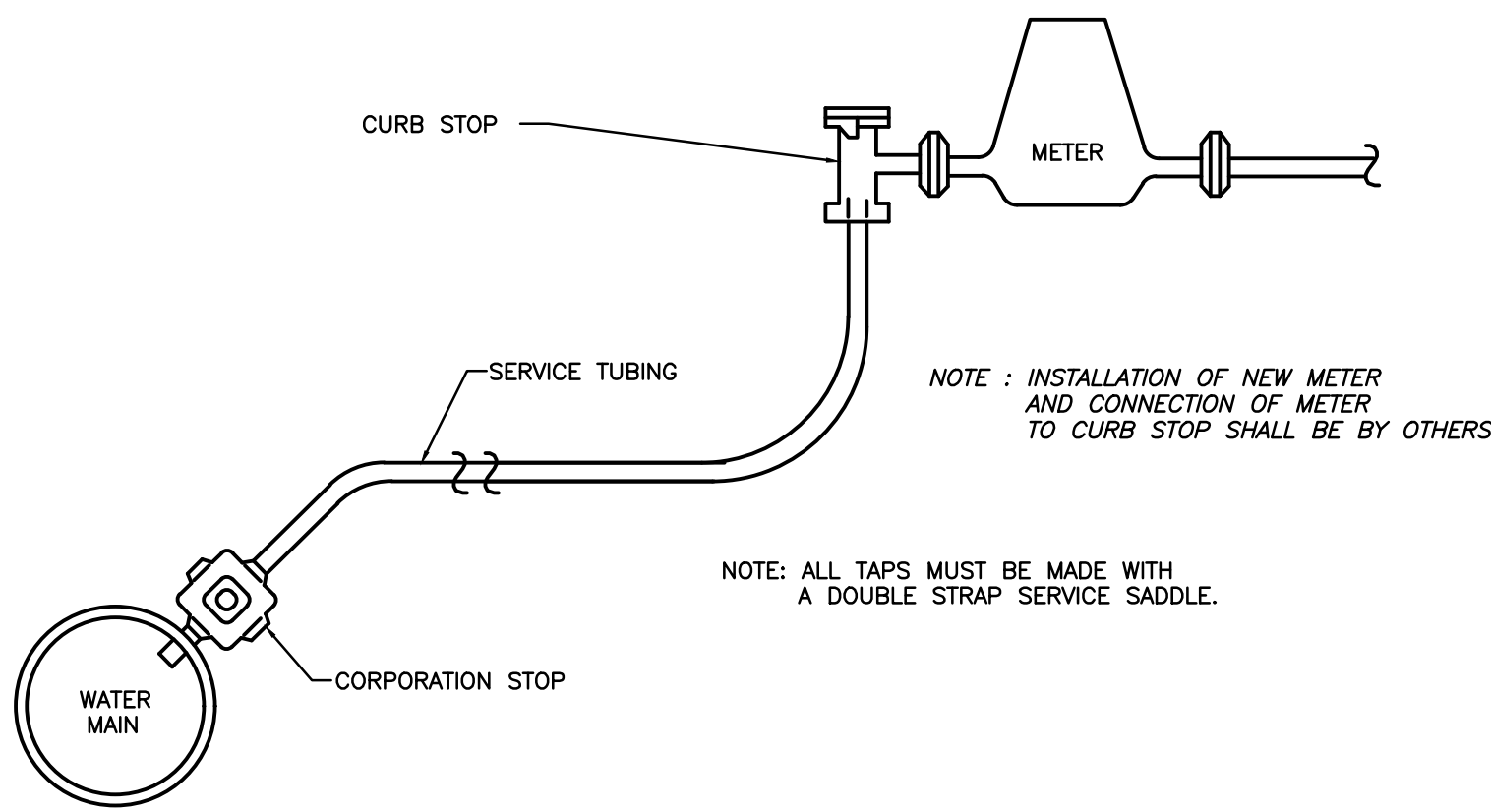
DATE: 00 JAN 2024
SCALE: AS SHOWN
DRAWN BY: WSD
REVIEWED BY: WSD

SHEET NUMBER:
7

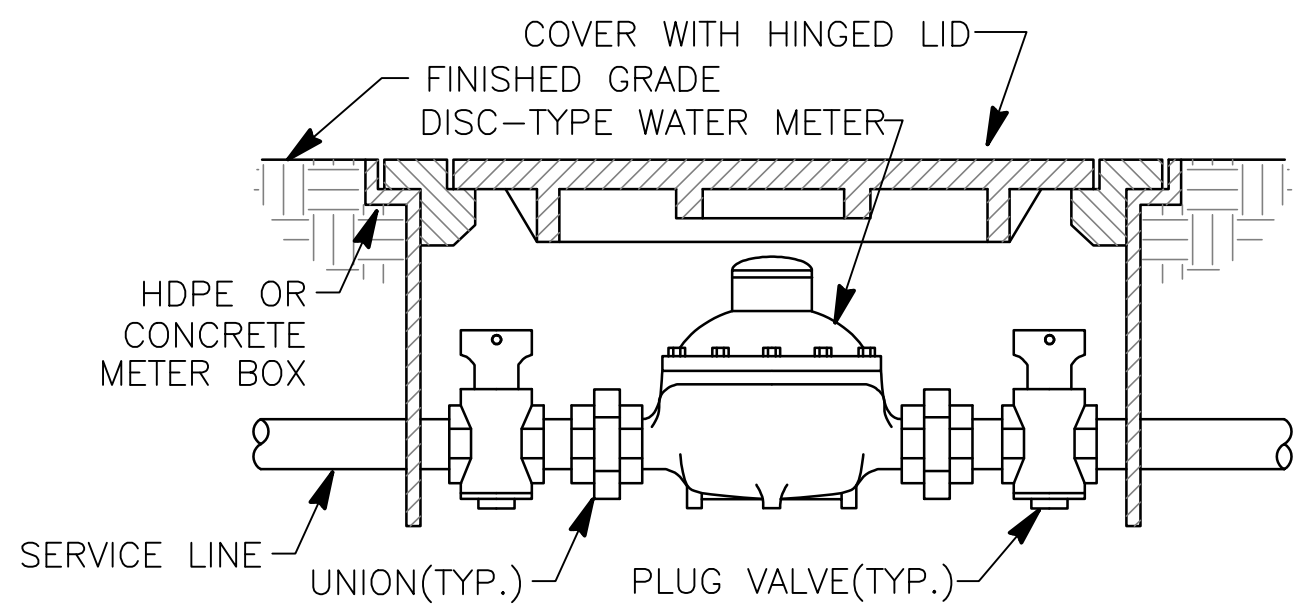
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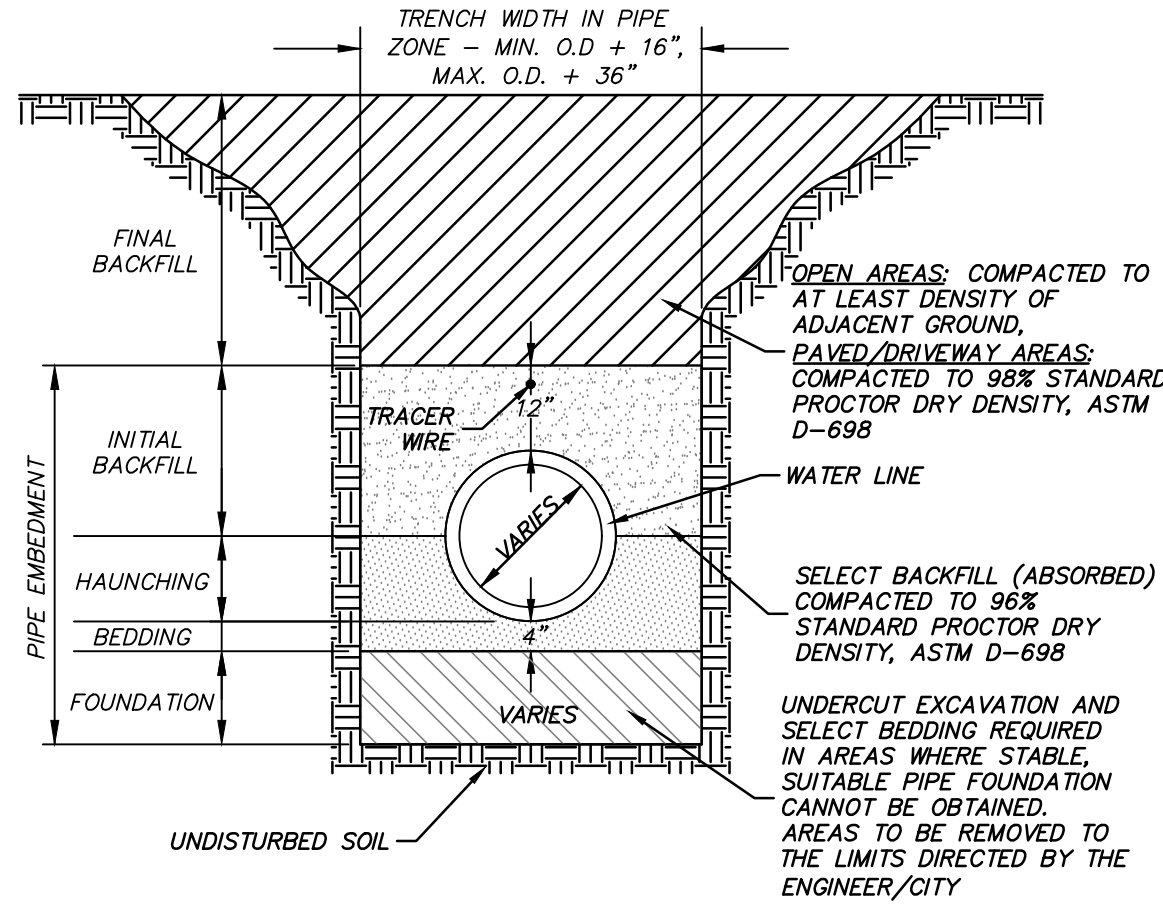
ROOF DRAIN CONNECTION DETAIL
(NTS)



DOM. WATER SERVICE TAP & METER ASSEMBLY DETAIL
SCALE: NONE



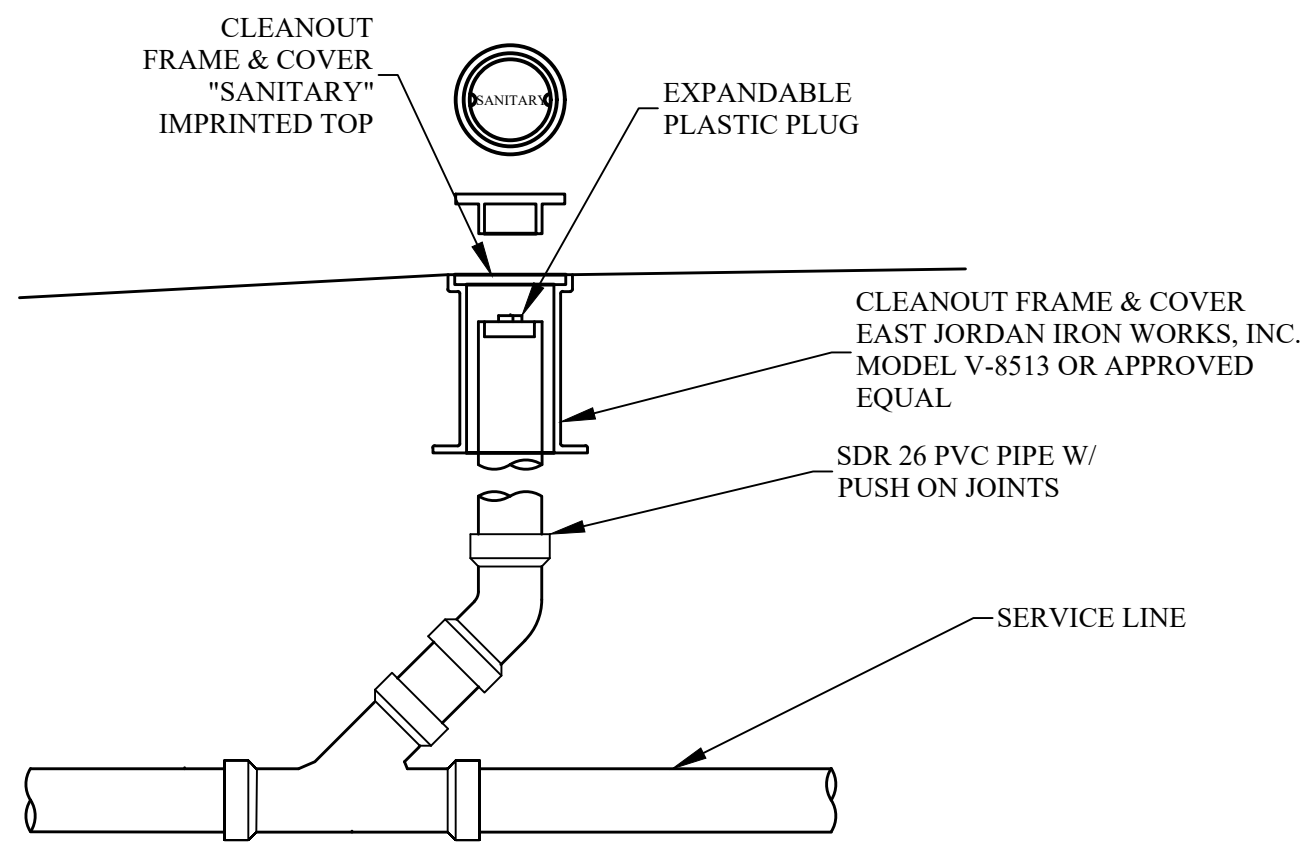
WATER METER INSTALLATION DETAILS
SCALE: NONE



TYPICAL TRENCH NOTES:

- UNDERCUT EXCAVATION SHALL BE REQUIRED AS DIRECTED BY ENGINEER IF MATERIAL AT PLANNED GRADE WILL NOT PROVIDE STABLE TRENCH BOTTOM FOR PIPE LAYING. IT SHALL BE PAID FOR AS "UNDERCUT EXCAVATION" AND SPOILED AS DIRECTED BY ENGINEER OR REQUIRED IN CONTRACT DOCUMENTS.
- FOUNDATION MATERIAL SHALL BE PAID FOR UNDER PAY ITEM "SELECT BEDDING MATERIAL."
- BEDDING & HAUNCHING MATERIAL SHALL BE AN ABSORBED COST PER FOOT OF PIPE. QUANTITIES FOR BEDDING MATERIAL (IF PROVIDED) ARE INTENDED TO BE USED FOR FOUNDATION MATERIAL.
- INITIAL BACKFILL SHALL BE AN ABSORBED COST.
- IF CONTRACTOR PROPOSES TO USE NATIVE MATERIAL FOR PIPE EMBEDMENT AND/OR FINAL BACKFILL, CONTRACTOR SHALL PROVIDE TEST RESULTS TO ENGINEER STATING WHETHER NATIVE MATERIAL MEETS PROJECT SPECIFICATIONS FOR USE AS PIPE EMBEDMENT MATERIAL OR FINAL BACKFILL. IF NATIVE MATERIAL MEETS REQUIREMENTS FOR SUCH THEN IT SHALL BE USED BY CONTRACTOR FOR THIS PURPOSE AND SHALL BE AN ABSORBED COST PER FOOT OF PIPE.
- FINAL BACKFILL IS AN ABSORBED COST PER FOOT OF PIPE AND SHALL BE EITHER:
 - NATIVE MATERIAL IN OPEN AREAS UNLESS OTHERWISE DIRECTED BY THE ENGINEER, OR
 - SELECT MATERIAL IN TRENCHES CONSTRUCTED UNDER OR WITHIN 5' OF ROADWAYS, CURBED OR PAVED AREAS. MATERIAL SHALL EXTEND 5' BEYOND THE EDGE OF PAVING STRUCTURE(S).
- TRENCH SETTLEMENT REPAIR (INCLUDING RE-GRASSING IS THE CONTRACTOR'S RESPONSIBILITY DURING WARRANTY PERIOD.
- DEWATERING OF ANY TRENCH FOR ANY REASON IS THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXTRA COST TO THE OWNER.

TYPICAL TRENCH FOR PVC WATER & SEWER LINES



SANITARY CLEANOUT CONNECTION
SCALE: NONE

HOLE OPENING									
ROUND RCP	INCHES	OPENING	CONCRETE QUANTITIES						
SIZE	NO. OF	SPACING	SIZE	NO. OF	SPACING	SIZE	NO. OF	SPACING	
12	3	20	4	0.017	12	3	20	4	0.017
15	3	20	4	0.032	15	3	20	4	0.032
18	3	20	4	0.048	18	3	20	4	0.048
21	3	20	4	0.063	21	3	20	4	0.063
24	3	20	4	0.079	24	3	20	4	0.079
27	3	20	4	0.094	27	3	20	4	0.094
30	3	20	4	0.110	30	3	20	4	0.110

MINIMUM PIPE DEPTH									
ROUND RCP	INCHES	ARCH RCP	INCHES						
SIZE	NO. OF	SPACING	SIZE	NO. OF	SPACING				
12	3	20	4	0.017	12	3	20	4	0.017
15	3	20	4	0.032	15	3	20	4	0.032
18	3	20	4	0.048	18	3	20	4	0.048
21	3	20	4	0.063	21	3	20	4	0.063
24	3	20	4	0.079	24	3	20	4	0.079
27	3	20	4	0.094	27	3	20	4	0.094
30	3	20	4	0.110	30	3	20	4	0.110

MAXIMUM PIPE SIZE									
INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES						
SIZE	NO. OF	SPACING	SIZE	NO. OF	SPACING				
24	3	20	4	0.017	24	3	20	4	0.017
27	3	20	4	0.032	27	3	20	4	0.032
30	3	20	4	0.048	30	3	20	4	0.048
33	3	20	4	0.063	33	3	20	4	0.063
36	3	20	4	0.079	36	3	20	4	0.079
39	3	20	4	0.094	39	3	20	4	0.094
42	3	20	4	0.110	42	3	20	4	0.110

CONCRETE QUANTITIES									
INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES						
SIZE	NO. OF	SPACING	SIZE	NO. OF	SPACING				
24	3	20	4	0.017	24	3	20	4	0.017
27	3	20	4	0.032	27	3	20	4	0.032
30	3	20	4	0.048	30	3	20	4	0.048
33	3	20	4	0.063	33	3	20	4	0.063
36	3	20	4	0.079	36	3	20	4	0.079
39	3	20	4	0.094	39	3	20	4	0.094
42	3	20	4	0.110	42	3	20	4	0.110

GENERAL DATA									
INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES						
SIZE	NO. OF	SPACING	SIZE	NO. OF	SPACING				
24	3	20	4	0.017	24	3	20	4	0.017
27	3	20	4	0.032	27	3	20	4	0.032
30	3	20	4	0.048	30	3	20	4	0.048
33	3	20	4	0.063	33	3	20	4	0.063
36	3	20	4	0.079	36	3	20	4	0.079
39	3	20	4	0.094	39	3	20	4	0.094
42	3	20	4	0.110	42	3	20	4	0.110

2' x 2' WALL REINFORCEMENT (SQ. IN. PER LIN. FT.)						
DEPTH OF INSTALLATION	BASE	TOP RISER	INTERIOR RISER #1	INTERIOR RISER #2	INTERIOR RISER #3	INTERIOR RISER #4
0-4	0.07	3.842	0.07	3.842	0.07	3.842
4-8	0.13	3.842	0.13	3.842	0.13	3.842
8-12	0.20	3.842	0.20	3.842	0.20	3.842

2' x 3' WALL REINFORCEMENT (SQ. IN. PER LIN. FT.)						
DEPTH OF INSTALLATION	BASE	TOP RISER	INTERIOR RISER #1	INTERIOR RISER #2	INTERIOR RISER #3	INTERIOR RISER #4
0-4	0.07	3.842	0.07	3.842	0.07	3.842
4-8	0.13	3.842	0.13	3.842	0.13	3.842
8-12	0.20	3.842	0.20	3.842	0.20	3.842

3' x 5' WALL REINFORCEMENT (SQ. IN. PER LIN. FT.)						
DEPTH OF INSTALLATION	BASE	TOP RISER	INTERIOR RISER #1	INTERIOR RISER #2	INTERIOR RISER #3	INTERIOR RISER #4
0-4	0.07	3.842	0.07	3.842	0.07	3.842
4-8	0.13	3.842	0.13	3.842	0.13	3.842
8-12	0.20	3.842	0.20	3.842	0.20	3.842

COVER/BOTTOM REINFORCEMENT									
INLET OR JUNCTION BOX	ROUND RCP	ARCH RCP	INCHES						
SIZE	NO. OF	SPACING	SIZE	NO. OF	SPACING				
24	3	20	4	0.017	24	3	20	4	0.017
27	3	20	4	0.032	27	3	20	4	0.032
30	3	20	4	0.048	30	3	20	4	0.048
33	3	20	4	0.063	33	3	20	4	0.063
36	3	20	4	0.079	36	3	20	4	0.079
39	3	20	4	0.094	39	3	20	4	0.094
42	3	20	4	0.110	42	3	20	4	0.110

NOTE: REINFORCEMENT STEEL (LBS. PER INLET/JUNCTION BOX) = BOTTOM + TOTAL FOR EACH RISER (TOP PLUS ANY INTERIOR RISERS) (BASE HEIGHT + TOTAL HEIGHT OF RISER) + COVER HOLE AND GATE OPENING NOT DETECTED

GENERAL NOTES:

- CONCRETE SHALL HAVE COMPRESSIVE STRENGTH OF 4000 PSI MAXIMUM AT 28 DAYS.
- REINFORCING FOR BOTTOM AND WALLS SHALL BE WELDED WIRE FABRIC, ASTM A-185, AND OF THE AREA AS SHOWN IN TABLE.
- REINFORCING FOR COVER SHALL BE WITH DEFORMED BARS, ASTM A615/A AND OF THE SIZE AS SHOWN IN TABLE.
- JOINT TO BE SEALED WITH PREFORMED JOINT COMPOUND, ASHTO SPECIFICATION M-198.
- 2 1/2" LIFTING HOLES TO BE LOCATED ON EACH SIDE OF BOX SECTIONS FOR HANDLING.
- GROUND FOR JOINTING PIPE TO PRECAST UNITS WILL BE A COMMERCIAL MASONRY GROUT MEETING SPECIFICATIONS.
- WHEN INTERIOR RISER UNITS ARE REQUIRED, UNITS SHALL BE MARKED TO IDENTIFY EACH UNIT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

PRECAST UNITS
JUNCTION BOX, TYPE SS-3, AND
DROP PRECAST INLET
(30" CONCRETE ROUND PIPE AND UNDER)
(36" x 23" CONCRETE ARCH PIPE AND UNDER)

FILE NAME: PRECAST-81.DWG
DATE: 08/30/2024
BY: demis

WORKING NUMBER
PCU-1
SHEET NUMBER

No.	Description	Date
1	PLANS SUBMITTED FOR REVIEW	06-03-24
2	PLANS REISSUED FOR REVIEW	08-30-24



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 09/27/2024
SUBJECT: **REQUEST YOUR CONSIDERATION TO PURCHASE EQUIPMENT FOR 24HS128
HOMELAND SECURITY GRANT.**

The department respectfully requests your consideration to purchase a service truck body-7ft w/flip tops, service truck body topper and bed slide for \$20,204.00, which includes installation from RPT Commercial as the lowest and best quote of the two bids received.

- RPT-\$20,204.00
- H & H Chief Sales - \$21,145.00

The department will be reimbursed 100% of this amount from a Homeland Security Grant # 24HS128 awarded to us on September 1, 2024.

We have already budgeted for the grant in line item 001-161-738.

Thank you for your consideration.

ATTACHMENTS:

1. quotes for topper and bed slide with 24HS128 Homeland grant 092724



4410 Hwy 80 East, Pearl, MS 39208 • (601) 371-0815

QUOTE

BRANDON FIRE DEPT

Salesman: Mike Wilkerson

Quote#: 1910

Quote Date: 2024-03-28 09:27:10

PO#:

VIN#:

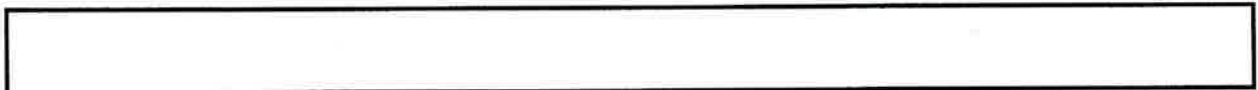
Stock#:

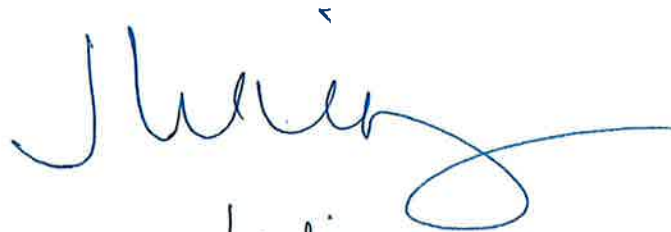
Vehicle: 2018 FORD F250

Bed Length: 6.5

Cab Type: CREW

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
7FT W/ FLIPTOPS Part#: CLS082 Vendor: READING	1	\$12,500.00	\$12,500.00
SERVICE BODY TOPPER Part#: N4552369 Vendor: ARE	1	\$4,861.00	\$4,861.00
BED SLIDE Part#: CG2000-8048 Vendor: CARGO GLIDE	1	\$1,993.00	\$1,993.00
INSTALL Part#: INSTALL Vendor: RPT	1	\$850.00	\$850.00
SALES TAX (+)			\$0.00
INVOICE TOTAL			\$20,204.00




MIKE WILKERSON

Email: CPALMER@BrandonMs.ORG

www.hhchiefsales.com

Email: J KING @ BrandonMS. Org

Estimate by: Jimmy Bell

Year: 18 Make: FORD Model: F250 Vin: SHORT WHEEL

[illegible]

Total ^{\$} 21,145.⁰⁰

James Bell

FY24 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Brandon Fire Department				
2. Sub-Recipient Grant Number: 24HS128		3. Grant ID:	4. Beginning: September 1, 2024	5. Ending: August 31, 2025
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel/Training		\$0.00	\$0.00	\$0.00
Equipment	(1) Service Truck Body @ \$13,350.00 (1) Service Truck Topper @ \$4,861.00 (1) Cargo Bed Slide @\$1,993.00	\$20,204.00	\$0.00	\$20,204.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
TOTALS		\$20,204.00	\$0.00	\$20,204.00



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 09/27/2024
SUBJECT: **REQUEST CONSIDERATION TO APPLY FOR THE FY 25 EMERGENCY MEDICAL SERVICES OPERATING FUND (EMSOF) GRANT IN THE AMOUNT OF \$15,330.00 AND AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO EXECUTE ALL RELATED DOCUMENTS.**

The department respectfully request permission to apply for the FY 25 Emergency Medical Services Operating Fund (EMSOF) grant in the amount of \$15,330 and have Mayor Butch Lee and Tracie Riggins execute all related documents. This grant is 100% reimbursable to the amount of \$15,330.00 and will be used toward purchasing two (2) Automatic CPR devices. Due to the cost of the Automatic CPR Devices, the city will make up the difference from our operating budget which we budgeted for in our FY25 budget.

Thank you for your consideration.

ATTACHMENTS:

1. FY 25 EMSOF grant paperwork 092724



Mississippi Emergency Medical Services Operating Fund

Contract for Supplemental Emergency Medical Services

For the purposes of providing expanded emergency medical services, and in consideration for the mutual covenants contained herein, it is hereby agreed by and between «**Recipient**» (hereinafter referred to as the grantee) and the Emergency Medical Services Program of the Mississippi State Department of Health (hereinafter referred to as the Department) as follows:

The Grantee agrees that:

1. Funds received from the Department will be used for the provision of emergency medical services within the Grantee's district in accordance with the specifications set forth in the application and hereby incorporated into and made a part of the contract.
2. Funds received from the Department pursuant to this contract shall be used solely in addition to existing annual emergency medical budgets of the Grantee.
3. The Grantee will maintain its present level of funding for existing emergency medical services throughout the contract. If you are a continuing recipient of grant funds, you must spend => the previous year reported amount.
4. No funds received from the Department shall be used for the payment of any attorney's fees.
5. Financial and progress reports will be submitted by the Grantee to the Department on an annual basis or as requested by the Department. The annual reports for the previous year's funds must be submitted to the Department as part of this application.
6. Emergency medical services will be delivered in compliance with the licensing requirements and regulations of the Department.
7. The Grantee agrees to permit reasonable program review and evaluation by the Department, to provide access to its records, and to cooperate in any other reasonable request for program information.

The Department agrees that:

1. Funds appropriated to the Department for the Emergency Medical Services Operating Fund shall be distributed to Grantee for the support of emergency medical services.
2. The Grantee shall receive funds equal to Grantee's proportionate share of the Emergency Medical Services Operating Fund based on its general population in relation to the total population of the state.

It is mutually agreed by both parties:

1. This contract shall commence on **October 1, 2024** and remain in effect until **September 30, 2025**.
2. Funds shall be disbursed to the Grantee in a single payment before **June 1, 2024**.
3. The distribution of funds is subject to the receipt of same from the Emergency Medical Services Operating Fund.

Signed

Applicant/Grantee («authorized agent Full_Name») _____ **Date:** _____

Applicant/Grantee («primary 911_Contact») _____ **Date:** _____

For State Department of Health Use Only

Director, Emergency Medical Services _____ **Date:** _____

Assistant Senior Deputy _____ **Date:** _____

CFO, MSDH _____ **Date:** _____



Mississippi Emergency Medical Services Operating Fund

Step 5: Annual Expenditure Report for EMSOF Previous Years

The annual expenditure report is a financial summary of the previous year's EMSOF award and/or previous funds escrowed. **This report must be completed and returned with all other sections of this new application.** No new awards can be granted until this report is completed and signed.

Attach copies of receipts for all expenditures made during FY 2024.

Example 1: You were awarded \$5,000.00 last year to purchase an external defibrillator, attach receipt(s) for at least \$5,000.00 of the external defibrillator.

- If you spent more, no additional documentation is needed.
- If you spent less, a letter of modification is required.
- Attach training documentation (roster, sign in sheet, agenda, objectives, etc.)

Example 2: You are purchasing a new ambulance that costs more than your grant amount.

Ambulance = \$80,000.00

- If you spent more, no additional documentation is needed.
- If you spent less, a letter of modification is required.
- All purchases of EMS vehicles of any type must include copy of title with receipts.

Example 2:

Grant Year 1 = \$5,000.00

Grant Year 2 = \$5,000.00

Grant Year 3 = \$5,000.00

Total Escrow = \$15,000.00

Last Year's Grant = \$5,000.00

You must have expended the entire amount of \$20,000 for the purchased of an ambulance.

(Receipts for Escrow Funds must be attached to the Escrow Reporting Page 14.)

All grant funds must be placed in an interest bearing account. Prior grant awards not expended by September 30 of the award year must be returned to the State unless a copy of an approved modification letter is attached.

I, the undersigned, attest to the fact that I have expended funds as per the previous grants or I have submitted in writing prior approval to amend the previous grant(s), and that the figures found in the above Annual Expenditure Report for EMSOF Previous Years are correct.

Signature: _____ Date: _____

(«Full_Name» or Comptroller must sign)

«Recipient»



MISSISSIPPI STATE DEPARTMENT OF HEALTH

September 26, 2024

City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Dear Butch Lee,

On behalf of the Mississippi State Department of Health, Bureau of Emergency Medical Services, I am pleased to inform you that the grant amount for FY 2025 EMSOF has been determined. You qualify for \$15,330 which is the same as last year.

As you prepare your FY 2025 application, please remember the following requirements:

- Funds may not be used to purchase billable supplies.
- Funds must be detailed in the grant application.
- Purchases must be made by and in the name of the grant recipient.
- You must not spend funds until after you have received your deposit.
Funds cannot be used to reimburse for prior purchases.

Should you have any questions or require any information regarding your grant, please do not hesitate to contact me.

Your continued support of improved emergency medical care for the citizens of Mississippi is greatly appreciated.

Sincerely,

Alexandria D. Amos
EMSOF Grant Administrator



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 10/01/2024
SUBJECT: **REQUEST CONSIDERATION TO APPROVE INVOICE # 7132-24-362 FROM JOE GODDARD ENTERPRISES, LLC IN THE AMOUNT OF \$6,518.00 AS EMERGENCY REPAIRS TO SOME OF OUR OUTDOOR WARNING SIRENS AND AUTHORIZE PAYMENT FOR THE SAME.**

The Fire Department respectfully requests your consideration to approve invoice # 7132-24-362 from Joe Goddard Enterprises, LLC in the amount of \$6,518.00 as emergency repairs to some of our outdoor sirens and authorize payment for the same.

This company is an authorized Federal Signal siren repair company out of Oklahoma and therefore part of our costs is travel and labor. Joe Goddard Enterprises came to Brandon to see what needs to be done on each siren, in addition to repairing the sirens we have had trouble with. We still have some more outdoor sirens that need maintenance and that will involve another trip to Brandon. A purchase order is in the system (PO 18491) for \$4,800 and the invoice is \$1,718.00 over the original amount on the purchase order.

Thank you for your consideration.

ATTACHMENTS:

1. Invoice from Joe Goddard Enterprises 093024

JOE GODDARD ENTERPRISES LLC

Invoice

11950 THOUSAND OAKS DRIVE
EDMOND, OK 73034

Date	Invoice #
9/26/2024	7132-24-362

Bill To
Brandon Fire Department

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
			9/26/2024				
Quantity	Item Code	Description				Price Each	Amount
		Site 3 Ticket 6661- Cabinet condition Very rusty battery box door ripped off. Cabinet door seal failed. Antenna needs replaced. Is working currently. Replaced antenna coax. Needs audio current sensor replaced. Needs rotate current sensor replaced. Battery box door is hanging on by a thread. So intrusion may come back on. NOTES: Unit needs both current sensors. Replaced antenna coax Will need the antenna replaced soon. It is working. Change over contactor is getting it own ground. Fc can't change it over. Replaced cpu with good used one. Rotate and chopper sensors need replaced. Intrusion switch's are bypassed Site 4 Ticket 6662- Cabinet condition Very rusty corner. Replaced top two batteries with good like brand used ones from another site. Coax is loose. NOTES: Red battery lead was connected to the dc converter. 2 batteries are defective. Replaced with two that are from the same time frame. Replaced charger #2. Radio is PM400 Site 7 Ticket 6658- Cabinet Door seal is pretty bad. Also rusty lip. Antenna coax has been flopping around loose. Needs replaced. NOTES: This board needs replaced. Has a bad trace for the trans former relay. Unit needs new antenna and coax. Radio is PM400 Site 6 Ticket 6660- Cabinet is very rusty. Coax is hanging loose. NOTES: Added the 12 volt positive to the board to clear low battery Replaced the rotate sensor. Radio is PM 400 Antenna and coax needs replaced. Site 11 Ticket 6657- Needs driver 9.0. Coax loose and whipping in the wind. Needs cpu shows all amps fail. NOTES: This unit started reporting all					
Thank you for your business. If paying by credit card please note a 4.5% fee will apply.						Total	

JOE GODDARD ENTERPRISES LLC

Invoice

11950 THOUSAND OAKS DRIVE
EDMOND, OK 73034

Date	Invoice #
9/26/2024	7132-24-362

Bill To
Brandon Fire Department

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/26/2024			
Quantity	Item Code	Description			Price Each	Amount
		amps failing. This unit will needs new brain. I tried flashing new firmware. Didn't change anything Unplugged amps still no change. Site 15 Ticket 6655- Antenna has a lot of moss growing on it. Coax hanging loose. May need replaced. NOTES: Replaced both current sensors. Site 13 Unit in comm failure. Radio needs replaced. Site needs antenna and coax replaced. Units radio is the main issue but is working at this time. Technician did not replace any parts. Site 16- Unit in comm fail. Site needs antenna and coax. Antenna is broken but is still working at this time. Technician could not reach the antenna with the bucket on hand. Site 19- Unit in comm fail. Site will need a yagi style antenna and coax, and possibly new radio. No parts replaced at this time Site 9- Showing rotate fail. Rotate motor had a dead short and blew fuse to the rotate motor. Technician had big bucket brought over to inspect and found the rotate motor was locked up. Worked on motor and got it free. While there inspected unit, found the unit will need a battery charger and batteries replaced. Tickets On Hold Site 9 Ticket 6656- NOTES: Need big bucket. Blows rotate fuse instantly. Rotate motor was frozen Lubricated and freed up the motor. It now works. Belt is need of replacement.				
Thank you for your business. If paying by credit card please note a 4.5% fee will apply.					Total	

JOE GODDARD ENTERPRISES LLC

11950 THOUSAND OAKS DRIVE
EDMOND, OK 73034

Invoice

Date	Invoice #
9/26/2024	7132-24-362

Bill To
Brandon Fire Department

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/26/2024			
Quantity	Item Code	Description			Price Each	Amount
		Site 1 Ticket 6304- NOTES: 8/9/24 The eletrical service has been cut off. 9/19/24 Still has not been reconnected				
Thank you for your business. If paying by credit card please note a 4.5% fee will apply.					Total	

JOE GODDARD ENTERPRISES LLC

Invoice

11950 THOUSAND OAKS DRIVE
EDMOND, OK 73034

Date	Invoice #
9/26/2024	7132-24-362

Bill To
Brandon Fire Department

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/26/2024			
Quantity	Item Code	Description			Price Each	Amount
12.5	15 Labor & Service...	This cost covers travel and per diem			120.00	1,500.00
16	15 Labor & Service...	Labor 16 hours			120.00	1,920.00
1	02 Site Work	Use of Large Bucket truck with 2 for site 9			650.00	650.00
1	06-Misc. Parts	Antenna Coax Site 3			175.00	175.00
1	06-Misc. Parts	Refurbished CPU Site 3			750.00	750.00
1	06-Misc. Parts	Rotate Sensor Site 3			227.00	227.00
1	06-Misc. Parts	Chopper Sensor Site 3			227.00	227.00
2	12 Batteries	Charger #2 Site 4			169.00	338.00
1	06-Misc. Parts	Rotate sensor Site 6			227.00	227.00
1	06-Misc. Parts	Rotate sensor Site 15			227.00	227.00
1	06-Misc. Parts	Chopper sensor Site 15			277.00	277.00
Thank you for your business. If paying by credit card please note a 4.5% fee will apply.					Total	\$6,518.00

Requisition Form
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Requisition #: 19122
PO #: 18491
User Name: cpalmer

Date: 9/20/2024
Approved By: triggin
Approved Code: Purchasing Manager Approval
Total Amount: \$4,800.00
Ship To: Fire Department

JOE GODDARD ENTERPRISES LLC
11950 THOUSAND OAKS DR
EDMOND OK 73034

Description

Special Instructions

Quantity	Item Description	Project Number	Unit Price	Extended
1	REPAIRING SEVERAL SIRENS-INCLUDING LABOR AND TRIP CHARGE		\$4,800.00	\$4,800.00

Sub Total	\$4,800.00
Shipping	\$0.00
Tax	\$0.00
Total	\$4,800.00

Account Number	Account Description	Amount
001-161-687	EOC OPERATIONS	\$4,800.00

Total	\$4,800.00
-------	-----------------------

6,518.00

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
9/23/2024	Department Head Approval	pwofford	18491
9/23/2024	Department Head Approval	triggin	18491
9/23/2024	Purchasing Manager Approval	triggin	18491